

GOVERNMENT OF NEWFOUNDLAND & LABRADOR

NEWFOUNDLAND ASSOCIATION OF PRIVATE AND PUBLIC EMPLOYEES

ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, health and safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that there is a conflict between the expressed provisions of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the said regulation or policy.
- 1.03 For purposes of this Agreement the Employer is recognized as, and remains as, the employing School Boards as listed in Schedule "F". The Newfoundland and Labrador School Boards Association and any employee it may designate, acts only in the capacity for contract negotiations and other labour relations issues that may be requested by a Board.

ARTICLE 2
DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Association" means the Newfoundland Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (b) "Assistant Director of Education" means the Assistant Director of Education with a School Board who may be designated as either Assistant Director - Personnel or Assistant Director - Finance but with specific responsibilities for bargaining unit employees.
- (c) "Bargaining unit" means the bargaining unit recognized in Article 3 Clause 3.01 of this Agreement.
- (d) "Bargaining Unit Work" means work normally and currently being performed by the bargaining unit and related to the day to day operation, cleaning and maintenance of buildings and equipment and the operation of such equipment owned or leased by the Employer but excluding the replacement of buildings. It is understood that this will exclude the work currently being done outside the bargaining unit in each school district.
- (e) "Classification" means the identification of a position by reference to a class title and rate of pay.

(f) "Day" means working day unless otherwise stipulated in the Agreement.

(g) "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) a designated holiday;
- (ii) a calendar day on which the employee is on a leave of absence.

(h) "Demotion" means an action other than the reduction of hours, bumping, or reclassification resulting from the correction of a classification error which causes the movement of an employee from his/her existing classification to a classification carrying a lower rate of pay.

(i) "Director of Education" means the chief executive officer of the school board or the official authorized by him/her to act on his/her behalf.

(j) "Employee or employees" means any person employed in a position which falls within the bargaining unit.

(k) "Employer" means the employing School Board District as listed in Schedule "F" or such persons designated by that Board to act on its behalf.

(l) "Full-time employee" means an employee who is regularly scheduled to work the full number of working hours in each working day in his/her classification.

(m) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

(n) "Holiday" means the twenty-four (24) hour period commencing at 0001 hour of a calendar day designated as a holiday in this Agreement.

(o) "Layoff" means a period of time when an employee is absent from work without pay as a result of lack of work or because of the abolition of a position but retaining all recall rights in accordance with this Collective Agreement.

(p) "Leave of absence" means absence from duty with the permission of the Employer.

(q) "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.

(r) "Notice" means notice in writing which is hand delivered or delivered by registered mail.

(s) "Overtime"

(i) full-time employees - subject to Clause 8.01 all time worked by a full-time employee in excess of the maximum regular hours on a daily or weekly basis for the classification concerned shall be considered overtime.

(ii) part-time employees - all time worked by a part-time employee in excess of equivalent full time hours on a daily or weekly basis, for the classification concerned, in accordance with 8.03 (c), shall be

(t) "Part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.

(u) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full time, part time or school term basis without reference to any specific date of termination of service.

(v) "Plural or Feminine Terms", 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.

(w) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.

(x) "Promotion" means an action other than a 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.

(y) "Reclassification" means a change in the current classification of an existing position.

(z) "School Board" means the employing Board of the employee which may be identified as either District 1, 4, 5, 6, 8, 9 or 11.

(aa) "School System" means a high school with one or more of its feeder schools in which students progress from Kindergarten to Grade twelve; the boundaries of the schools to be included in a school system shall be determined by the school board concerned.

(bb) "School term" means the period from school opening in September to school closing in June of each year.

(cc) "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.

(dd) "Seniority"

(i) for District # 1, 4, 5, 9 and 11 and for the purpose of this Agreement, shall be calculated on a daily basis from the original date of hire with the employees being credited with a full day's seniority (regardless of the number of hours worked) for each day the employee is required to work.

(ii) for District # 8 and for the purpose of this Agreement, shall be based on actual hours worked.

(iii) for District # 6 and for the purpose of this Agreement, shall be effective from the original date of hire.

Furthermore, with the exception of District # 8, permanent employees will be credited with seniority for any

day the school is closed including, but not restricted to, normal school closures, Christmas, Easter and Summer break.

(ee) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.

(ff) "Spouse" means to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one year and with whom the employee intends to continue to cohabit and who has been identified to the Employer, in writing, as the employee's spouse regardless of gender.

(gg) "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.

(hh) "Transfer" means the movement of an employee from one (1) position to another which does not result in a promotion or demotion.

(ii) "Vacancy" means an opening in any bargaining unit position that the Employer requires to be filled that is known to be of a definite eight (8) week duration or longer from the date of notification in either a permanent or a temporary position, and in respect of which there is no permanent employee eligible for recall. (See Appendix A re the Cormack Trails District # 4 previous Agreement 3.01 (kk)

(jj) "Week" means the period of seven (7) days from 0001 hours Monday to 2400 hours the following Sunday inclusive.

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

ARTICLE 3 RECOGNITION

3.01 See Schedule "B" of this Master Agreement and the following School Board Previous Collective Agreement References in Appendix "A":
Labrador School Board # 1 Clause 2.01;
Cormack Trail School Board # 4 Clause 2.01;
Baie Verte/Central/Connaigre School Board # 5 Clause 3.01;
Lewisporte/Gander School Board # 6 Clause 3.01;
Vista School Board # 8 Clause 2.01;
Avalon West School Board # 9 Clause 4.01 (a).

3.02 Work of the Bargaining Unit

Management and excluded personnel shall not normally work on any jobs which

are included in the bargaining unit, except for the purpose of instruction, experimenting, reviewing an employees performance or in the case of emergencies when regular employees are not available

(a) Work Term Placements

The Employer agrees to consult with the Association concerning work term placements on the Employer's premises. It is agreed that these programs will not reduce the normal hours of work of bargaining unit employees.

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 or other Educational Agencies or Institutions shall be exempt from the provisions of this Agreement. These persons will not cross a legal picket line of the Association. The Employer bears no obligation to obtain permission from the Association; however, the Employer will consult with the Association 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 reduction in hours of any bargaining unit member. Any request to the Association from HRDC or the Provincial counterpart or other Educational Agencies or Institutions will be responded to by the Association in accordance with the Clause.

In the case of volunteers, the Association agrees to the current practice of allowing volunteers to participate in school functions in the same manner in which they have in the past

Provided that regular employees have refused, special groups associated with the school shall have the authority to engage the services of persons outside the bargaining unit provided that it does not reduce the normal hours of work or pay or other benefits of any employees. Should this result in an increase in the work load, the Employer will take steps to resolve the problem.

Members of the bargaining unit assume no responsibility for damages caused to the Employer's premises by such special groups.

Janitorial/Caretaker service for school rentals

See the following School Board Previous Collective Agreement References in Appendix "A":

Labrador School Board # 1 Clause 2.03 (d);
Cormack Trail School Board # 4 Clause 2.03(b);
Baie Verte/Central/Connaigre School Board # 5 Clause 3.05 (d);
Lewisporte/Gander School Board # 6 Clause 3.05 (d);
Avalon West School Board # 9 Clause 4.02 (a) (iv).

(e) Extra Curricular Runs, Board Owned Busses

(i) Bus drivers are required to drive on all charters that commence within the school day.

(ii) Bus drivers wishing to participate in bus chartering for schools outside normal school hours and for outside groups must inform the Supervisor of Pupil Transportation at the beginning of each school year of their desire to do so. Drivers indicating that they will participate in such charters must be willing to accept

(iii) Where practical, charters will be shared on an equitable basis among readily available bus drivers who normally perform that work on a regular basis within each of the geographic areas.

(iii) Runs for outside activities (i.e. not school sponsored charters) are not considered part of the normal bargaining unit work; however, bus drivers will be considered employees while driving school busses on authorized school business other than regular school runs included in the regular hours.

See Baie Verte/Central/Connaigre Board # 5 Clause 3.05 (g) In Appendix A

(iv) Drivers will be reimbursed for meals as per the government scale. Meals and hotel accommodations will be the responsibility of the chartering group.

(v) (a) Wage Rates for School Sponsored Charters Commencing Within the School Day.

See the following School Board Previous Collective Agreement References in Appendix "A":
Labrador School Board # 1 Clause 2.03(e) (i);
Lewisporte/ Gander School Board # 6 Clause 3.05 (f) (i).

Wage Rates for School Sponsored Charters Commencing Outside the School Day and for Private Groups

See the following School Board Previous Collective Agreement References in Appendix "A":
Labrador School Board # 1 Clause 2.03 (d)(ii);
Baie Verte/Central/Connaigre School Board # 5 Clause 3.05 (c) (f) and (g);
Lewisporte /Gander School Board # 6 Clause 3.05 (f) (ii) (iii).

Employees of the bargaining unit at the site concerned, shall have the first opportunity to perform the work See Baie Verte/ Central/Connaigre Board # 5 3.05 (f) Appendix A.

3.03 No employee within the bargaining unit shall be required or shall enter into a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

3.04 No Discrimination

The Employer and the Association agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status , nor by reason of his/her membership or activity in the Association.

3.05 (a) New Positions

When new positions are created, the Employer agrees to consult with the Association

as to whether such positions 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 his/her classification to the Director of Education for consideration by the Classification and Pay Division of Treasury Board.

3.06 Correspondence

Copies of all correspondence arising out of this Agreement between the Board and/or its representative and NAPE shall be sent to the President of the Local.

3.07 Shop Stewards

In the interest of maintaining a harmonious relationship between the School Board, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. Shop Stewards will encourage and protect a proper and positive Employer/employee relationship in the workplace.

(a) Employees shall have the right to have the assistance of a full-time representative of the Association on matters relating to Employer/employee relations. Association representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission of their Supervisor and such permission will not be unreasonably requested or withheld.

(b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer. There shall be no rental cost for use of Employer's premises.

(c) The Employer agrees to recognise the Shop Stewards appointed by the Association. The Association shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. Boards shall maintain the present number of shop stewards.

(d) A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees.

3.08 Bulletin Boards

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

3.09 Employee Rights

Notwithstanding anything contained in this agreement, an employee may present a personal complaint, which is not the subject of a grievance, to his/her supervisor. Where the complaint concerns the supervisor, the complaint may be referred up to and including the Director of Education .

- 3.10 Except in emergencies or exceptional circumstances, a member of the Union shall not be required to perform work in any other bargaining unit.
- 3.11 An employee covered by this Collective Agreement shall have the right to refuse to cross a picket line at the premises of another Employer. Failure to cross such a picket line shall not be considered a violation of this Collective Agreement nor shall it be grounds for disciplinary action.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Association recognizes and agrees that all rights, powers and authority including the right to operate and manage the schools and properties under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 5 ASSOCIATION SECURITY

- 5.01 (a) All employees within the bargaining unit shall become and remain members of the union as a condition of employment. Any new employees within the scope of the bargaining unit shall, as a condition of employment, become members at the commencement of their employment.
- (b) Subject to 5.01 (a), the Employer agrees to have new employees sign Association registration cards prior to hiring. The Association will provide a sufficient supply of registration cards.
- 5.02 (a) 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 Association accompanied by a list of employees showing:
- (i) the contribution of each;
 - (ii) the employee's full name and classification and social insurance number.
- (b) The Association shall inform the Employer in writing of all authorized deductions for Association membership dues at least thirty (30) days prior to the date on which the first deductions are to be made.
- (c) The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Union during the current taxation year will be recorded on his/her T-4 statement.

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 Grievance Procedure

- (a) A grievance means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (b) When a grievance is lodged, the details of the grievance, the specific article(s) alleged to be violated and the redress to be sought shall be stated.

6.02 Termination of Probationary Employees

The dismissal or termination of a probationary employee for reasons of incompetence or unsuitability will not be subject to the grievance/arbitration procedure.

6.03 Prompt Procedure

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

Permission to Leave Work

- (b) It is agreed that Shop Stewards and other representatives of the Union will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of the supervisor, which permission will not be unreasonably requested or withheld.

Processing of Grievances

Subject to 6.03 (b) Shop Stewards and other representatives of the Union shall suffer no loss in pay for time spent processing grievances or attending meetings with the Employer's representative or when required to attend an arbitration hearing related to an employee's

6.04 The parties agree to process all grievances without slowdown or work stoppages as follows:

Step I

An employee shall submit his/her grievance to the Assistant Director, through his/her Shop Steward in writing within five (5) days or postmarked within five (5) days of occurrence of the matter giving rise to the grievance. The Assistant Director shall reply to the grievance within five (5) days of its receipt or post marked within five (5) days of its receipt whatever is applicable in the circumstances.

Step II

Failing settlement at Step I, the matter shall be referred within five (5) days to the Director of Education. Within a further five (5) days the Director of Education shall meet with a representative of the Association in an effort to resolve the grievance. If the grievance is not resolved at this level the Director of Education shall reply to the grievance in writing within seven (7) days of the meeting.

Step III

Failing settlement being reached at Step II, either party may submit the grievance to arbitration within fifteen (15) days of the decision of the Director of Education of the School Board or his/her designated representative at Step II.

6.05 Failure to Settle a Grievance

(a) Where the grievance procedure has failed to settle the grievance and the grievance has been referred to arbitration and where the parties mutually agree the grievance may be submitted to a grievance mediation process.

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

6.06 A full-time representative of the Association may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure, including Grievance and Arbitration hearings. The Association President, Secretary or Shop Steward has the right to assist an employee in the presentation of his/her grievance at any Step.

6.07 The grievance procedure may be utilized by the Employer or by the Association in processing a grievance which is not a personal grievance and which alleges a violation of this Agreement. Such a grievance shall be introduced in writing at Step II of the grievance procedure. Grievances resulting from a suspension or discharge, shall be introduced at Step II of the grievance procedure.

6.08 Time limits fixed by this Article shall be considered mandatory and may only be extended by written mutual agreement of both parties. Failure to adhere to the time limits so specified shall be fatal to the Association. Where the Employer fails to comply with the stated time limits the grievance shall be automatically referred to the next level up to and including arbitration.

6.09 Replies in Writing

All grievances and replies thereto shall be submitted by registered mail, except in the case where a grievance is submitted in person in accordance with Clause 6.04 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.

6.10 Technical Objections to Grievances

Subject to the time limits specified in this Agreement no grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error.

6.11 The Association and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

6.12 The Employer shall supply the necessary facilities for the grievance meetings.

6.13 Any mutually agreed changes to this Collective Agreement made in accordance with Clause 27.01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

6.14 Subject to Clause 6.02 where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

6.15 May Omit Grievance Step

With the exception of dismissal due to unsuitability or incompetence of a probationary employee or a part-time or a temporary employee with less than the equivalent probationary period, an employee considered by the Association to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under this Article. Step I of the Grievance Procedure may be omitted in cases of suspension or discharge and the matter will be referred directly to the Director of Education

**ARTICLE 7
ARBITRATION**

7.01 Failing a settlement of the dispute at Step II and in accordance with Step 111

either party may refer the unresolved dispute to arbitration by registered mail addressed to the other party in accordance with 6.09 stating: (1) The name of their appointee to the Arbitration Board; (2) A copy of the completed grievance form indicating the nature of relief or remedy sought; (3) article(s) violated. Within a further fifteen (15) day period the other party shall respond by registered mail indicating the name and address of their appointee to the Arbitration Board. The parties shall select an impartial chairperson.

7.02 (a) If the party receiving the notice fails to appoint an arbitrator, or if the two (2) parties fail to agree upon a Chairperson within the fifteen (15) days, the appointment shall be made by the appropriate Minister of the Crown upon the request of either party.

(b) Following the appointment of the Arbitrator/Arbitration Board referred to in 7.02(a) the date for the hearing will be set within six (6) months from the date the Arbitration Board was appointed with the grievance to be concluded within twelve (12) months from the date the Arbitration Board was appointed.

(c) In setting the dates for the Arbitration hearing the Arbitrator/Arbitration Board will allow the parties at least four (4) weeks preparation time.

(d) All actions that impact on time limits referred to in Clause 7.02 will be confirmed in writing and the time limits will be operative from the date of the applicable correspondence and may only be changed by mutual agreement. Subject to the above, the time limits referred to in this clause shall be mandatory for both parties and failure to follow time limits by either party will result in either dismissal of the grievance by the Association or consenting to the grievance by the Employer.

7.03 The Arbitration Board shall render its decision on the grievance as soon as possible after the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further thirty (30) days.

7.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed except by an order of the Court. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

7.05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the board of Arbitration to reconvene the Board to clarify the decision, which it shall do within fifteen (15) days.

7.06 The fees and expenses of the arbitrator shall be divided equally between the Employer and the Association.

7.07 Time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended in writing by mutual agreement between the parties.

7.08 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.

7.09 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board. In which event, the provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board.

7.10 Conflict of Interest

No person who has any pecuniary interest in the matters referred to the Arbitration Board or 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 either party shall be appointed to act as single Arbitrator or Chairperson of the Arbitration Board.

7.11 A grievor who is not on suspension or layoff, who has not been dismissed and is in receipt of full wages and benefits from the Employer and is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in the Arbitration proceedings.

7.12 Expedited Arbitration

Subject to the agreement of the Employer and the Union, expedited arbitration may be used following Step 111 of the Grievance Procedure Both parties retain access to the complete arbitration process as described in Article 7 of this 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.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- 8.01 For regular hours of work see the following School Board Previous Collective Agreement References in Appendix "A":
Labrador School Board # 1 Clause 19.01 (a), (b), (c) and (d);
Cormack Trail School Board # 4 Clause 19.01 (a), (b), (c), (d) and (e);
Baie Verte/Central/Connaigre School Board # 5 Clause 6.01 (a), (b), (c) and (d);
Lewisporte/Gander School Board # 6 Clause 6.01 (a), (b), (c) and (d);
Vista School Board # 8 Clause 8.01, 8.02 and 8.03 (b);
Avalon West School Board # 9 Clause 15.01 (a) (i), (ii), (iii) and (b).
- 8.02 See Young Mediation Report MOU concerning "Reduction in Hours of Work".
- 8.03 (a) All overtime is subject to the prior approval of the assistant Director or his/her designate.
- (b) All time worked by a full time employee in excess of the regular hours stated in 8.01 above on a daily or weekly basis shall be considered overtime. In no case will hours which carry a premium or overtime pay be calculated in computing the number of regularly scheduled weekly hours.
- (c) Subject to the provisions of clause 8.01 all time worked by a part-time employee in excess of equivalent full time hours on a daily or weekly basis, for the classification concerned, shall be considered overtime.
- 8.04 (a)(i) An employee who works at least seven (7) hours per day shall be entitled to a rest period of fifteen (15) consecutive minutes in the first half and fifteen (15) consecutive minutes in the second half of the day. Bus drivers will be entitled to their rest period after the completion of their run.

- (ii) An employee who works at least four (4) hours per day is entitled to one (1) rest period of twenty (20) consecutive minutes.

8.05 There shall be no pyramiding of daily or weekly overtime or any combination of hours subject to overtime premium or holiday pay for purposes of calculating wages.

8.06 Time off in lieu of payment for authorized overtime may be taken when mutually acceptable to the Employer and employee. If no mutually agreed time can be arranged within thirty (30) days the employee upon request will receive pay at the applicable overtime rate.

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

8.08 Sharing of Overtime

Where practical and feasible overtime shall be divided as equitably as possible among employees qualified to perform the available work in the school or schools where the employee normally works.

8.09 All overtime shall be calculated at the rate of one and one-half (1½) the regular hourly rate for all overtime hours.

8.10 All full-time employees shall be entitled to an unpaid scheduled meal break of one hour per day. Notwithstanding the above, and where the employee and Employer mutually agree meal periods can be of shorter duration and at different intervals during the day.

8.11 Whenever the Employer combines one or more positions and/or classifications which results in increased hours in the new position and/or classification the Employer agrees to post the position.

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

8.13 The Employer will not compel an employee to work overtime if another qualified employee at the same work location is available and willing to work that overtime.

8.14 In instances where there is more than one (1) employee in a classification within a

school and one (1) employee is absent for any reason the senior employee in that classification within the school will be offered the opportunity of increasing his/her hours up to full-time before a replacement employee is called in. Where the part-time employee works in two (2) school this clause will apply only if it does not interfere with the existing schedule in either school.

8.15 Days off shall be allocated at the rate of two consecutive days unless mutually agreed between the Employer and the employee.

**ARTICLE 9
CALL BACK**

9.01 (a) An employee who has left his/her place of work and subsequently is called back to work outside his/her normal working hours shall be paid a minimum of three (3) hours at the applicable rate provided that the period worked is not contiguous to his/her scheduled working hours. (See Vista School Board # 8 Previous Collective Agreement Clause 9.01 in Appendix A)

(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 (3) hour minimum receives only the benefit of the three (3) hours minimum once. However, should the total time on both calls exceed the three (3) hour minimum the employee will be compensated for the actual time worked at the applicable overtime rate.

**ARTICLE 10
HOLIDAYS**

10.01 (a) The following shall be designated as paid holidays:

- | | | | |
|-------|------------------|-----------------|--|
| (i) | New Year's Day | (ix) | Thanksgiving Day |
| (ii) | Good Friday | (x) | Remembrance Day |
| (iii) | Commonwealth Day | (xi) | Christmas Day |
| (iv) | Discovery Day | (xii) | Boxing Day |
| (v) | Memorial Day | (xiii) | Two other days in lieu of St. Georges and St. Patricks day |
| | vi) | Orangeman's Day | scheduled by the Employer |
| | (vii) | Civic Holiday | (xiv) *½ day Christmas Eve |
| | (viii) | Labour Day. | (xv) *½ day New Year's Eve |

*Provided the employee is required to work on Christmas Eve and New Year's Eve.

All permanent 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.

See the Cormack School Board # 4 Previous Collective Agreement Clause 22.06 in Appendix "A".

(b) 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 Years Day;
- (ii) Good Friday;
- (iii) Christmas Day;
- (iv) Boxing Day .

(c) Part-time and temporary employees who are on pay roll at the time of the designated holidays listed in Clause 10.01 (a) shall be entitled to compensation on a pro rata basis.

(d) Where the Board invites input from the school staff through the Principal in determining the school calendar such input will include support staff.

10.02 Where schools are open on the day of the holiday designated in Clause 10.01 and an employee is required to work, an alternate day will be provided. The day in lieu will be determined by mutual agreement between the Employer and the employee. See the following School Board Previous Collective Agreement References in Appendix "A": Labrador School Board # 1 Clause 22.03
Cormack Trail School Board # 4 Clause 22.04 and letter of Intent

10.03 If an employee is required to work on a scheduled holiday during which school is closed, he shall receive pay at time and one-half (1 ½) for all hours worked, plus either his regular hourly rate of pay for the time worked or comparable time off with pay. The employee's decision to receive time off must be conveyed to the Director of Education within seventy-two hours of working the holiday. See the Cormack Trail School Board # 4 Collective Agreement Clause 22.05 in Appendix "A":

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

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

ARTICLE 11 ANNUAL VACATION

11.01 Employees currently receiving a greater vacation benefit will be grand-parented for the term of this agreement as per Appendix "A". See the following School Board Previous Collective Agreement References in Appendix "A":

Cormack Trail School Board # 4 Clause 23.01 (a) and (b);
Vista School Board # 8 Clause 11.12
Avalon West School District # 9 Clause 17.01

- (a) Full time employees shall receive an annual vacation with pay in accordance with his/her completed years of employment as follows:

From one (1) up to and including 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) working days per year.

After eight (8) and up to and including twenty (20) years at the rate of one and two-thirds ($1\frac{2}{3}$) days per month of employment to a maximum of twenty (20) working days per year.

After twenty (20) years of service an employee shall be entitled to a maximum of twenty-five (25) working days per year.

- (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.
- (c) Part time and school term employees shall receive their vacation entitlement on their cheque on a pro rata basis. Vacation pay will accrue at the rate of 2% for each week of vacation entitlement or the bargaining unit may elect to continue current practice by School Board.
- (d) The following respecting annual leave shall apply:

(i) An employee may be permitted to avail of annual leave earned during the first sixty (60) days of service on a pro rata basis.

(ii) when an employee has had not less than sixty (60) days of service he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period;

(ii) when an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the un-expired portion of the year to twelve (12) months, computed to full working days;

(iv) part-time employees shall be entitled to payment for annual leave in accordance with this clause on a pro rata basis.

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

11.03 An employee terminating his/her employment, retires or is dismissed at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to an equivalent payment in lieu of such vacation at the rate of their regular straight time rate times the number of days earned.

- 11.04 Annual leave shall not be used as any part of the period of the stipulated notices of termination unless mutually agreed between the parties hereto.
- 11.05 (a) Employees who do not receive their vacation entitlement on their regular pay checks may carry forward to another year not more than his/her annual vacation entitlement of the previous year.
- (b) Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.
- 11.06 (a) An employee who qualifies for sick leave or bereavement leave in accordance with this Collective Agreement while on vacation may change the status of his/her leave to sick leave or bereavement leave effective the date of notification to the Employer. The employee shall submit on his/her return to duty a medical certificate for sickness, stating the total period for which he/she qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, he/she may change the status of his/her sick leave with effect from the date when he/she was admitted to hospital upon presentation of a medical certificate stating the date of admission to the hospital.
- (c) An employee who, while on vacation, qualifies for bereavement leave shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation displaced by the operation of 11.06 (a), (b) and (c) shall be reinstated for use at a later date to be mutually agreed.
- 11.07 Special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be counted for annual leave purposes and the employee's period of service shall be adjusted accordingly.
- 11.08 The Employer in consultation with the employees in their division 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 their division. Every effort will be made to grant the employee his/her annual leave at the time requested. The Employer will schedule vacation periods according to the operational requirements of the School Board.
- 11.09 Overtime Vacation Rate
- Subject to extraordinary operation requirements of the School Board, the Employer will make every reasonable effort not to recall to duty any employee who has commenced annual leave. Employees who are recalled to work after having proceeded on annual leave shall not receive vacation pay for the time worked

but shall receive time and one half (1 ½) for all hours worked, and in addition will have their lost vacation days rescheduled to some other days as mutually agreed between the Employer and the employee.

11.10 An employee shall be eligible to accumulate vacation credit(s) while on paid leave.

11.11 An employee who is authorized to proceed on annual vacation for a period of two (2) weeks or more shall, upon written request, be issued an advance payment. This written request must be received by the Employer at least two (2) weeks prior to the last day before the employee's annual vacation period commences.

11.12 If a paid holiday 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 between the employee and the Employer.

ARTICLE 12 SICK LEAVE

12.01 (a) 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.

(b) Employees will make every reasonable effort to schedule medical, dental and chiropractic appointments outside normal working hours. Where such arrangements are not possible employees may avail of their sick leave provision.

12.02 Paid Sick Leave

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

12.03 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 ($\frac{1}{2}$) a day.

12.04 Proof of Illness

Before receiving sick leave with pay an employee may be required by the Employer to produce a medical certificate for an illness in excess of three (3) consecutive working days, except in the case of an on going recognized illness or seven (7) days, in the aggregate certifying that he/she is unable to carry out his/her duties due to illness. The Employer reserves the right to request a medical certificate for any period of sickness in instances of suspected abuse or suspected pattern of abuse.

12.05 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 time which is less than the period stipulated in the Clause 21.03 governing the retention of seniority on layoff and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at the time of such layoff.

12.06 Extension of Sick Leave

(a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed in the event of illness in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days providing the Employer is holding sufficient assets of the employee. Upon his/her return to duty the employee shall accumulate additional sick leave credits at one-half ($\frac{1}{2}$) the regular rate until such time as the extended sick leave credits are recovered.

(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 up to a period of twenty-four (24) months. Medical certificates shall be submitted as required by the Employer.

(c) Where it appears unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave or any other benefit, he/she may be required to undergo a medical examination and such examination shall be performed by a doctor of the employee's choosing. If it appears, upon examination that, in the opinion of the medical doctor it is unlikely that the employee will be 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.

12.07 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.

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

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days 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.

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

12.10 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, but shall not lose accumulated sick leave.

12.11 An employee shall have the option of being attended by a physician of his/her choice. The Employer reserves the right to require the employee to obtain and submit a second medical opinion.

ARTICLE 13 PAID BEREAVEMENT LEAVE

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

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

See Baie Verte/Central/Connaigre School Board # 6 Clause 11.01(d) Previous Collective Agreement in Appendix "A".

- (b) In the case of the death of an employee's sister-in-law, brother-in-law,-daughter-in-law, son-in-law, step father, step mother, step child one (1) day at the time of the death. See the Avalon West School Board # 9 Clause 19.04 (c) Previous Collective Agreement in Appendix "A"

- (d) When a death of a relative in (a) above occurs outside the Province, an extra two (2) days of paid leave may be granted.
- (e) In cases where extraordinary circumstances prevail, the Employer may grant two (2) additional days other than those referred to in Clause 13.01(a).
See the following School Board Previous Collective Agreement References in Appendix "A":
Vista School Board # 8 Clause 14.01(c)
Avalon West School Board # 9 Clause 19.05

13.02 If the death of a relative referred to in Clause 13.01 occurs outside Labrador and the employee resides in Labrador the employee may be granted one (1) addition day for the purpose of attending the funeral.

13.03 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 basic rate. Prior authority for such leave must be obtained from the Employer.

13.04 Statutory holidays will not be counted in determining bereavement leave entitlement.

ARTICLE 14 MATERNITY/ADOPTION/PARENTAL LEAVE

- 14.01 (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- (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.
- (iii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty- (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (b) (i) An employee may return to duty after giving his/her Assistant Director two (2) weeks notice of his/her intention to do so.
- (ii) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.
- (c) (i) Periods of leave up to fifty-two (52) weeks shall count for annual leave, sick

leave, severance pay and step progression.

- (ii) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
 - (d) While on maternity/adoption/parental leave, the employees may request copies of job postings be forwarded to them through the School Board Office.
 - (f) An employee 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.
- 14.02 The Employer reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 14.01 if the state of her health becomes incompatible with the requirements of her job. Such requests will not be made in an unreasonable manner.
- 14.03 An employee returning from approved maternity/adoption leave shall on request provide documentation that he/she was on leave related to the birth of or the adoption of a child.

ARTICLE 15 FAMILY LEAVE

- 15.01 (a) Subject to Clause 15.01 (b), (c) and (d) an employee who is required to:
- attend to the temporary care of a sick family member living in the same household or the employee's mother and father and dependent child not necessarily living in the same household;
 - attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household and dependent child not necessarily 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;
 - (vi) attend to the needs related to home or family emergencies; shall be awarded up to three (3) days paid family leave in any calendar year.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and

(iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 15.01 (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 16 EDUCATION LEAVE

16.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:

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

(b) With the approval of the Assistant Director of Education responsible for support staff, leave with pay shall be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

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

16.03 With the prior approval of the Employer, an employee will be reimbursed for registration and/or other fees associated with an Employer approved training course. The amount of reimbursement shall be in accordance with the terms and conditions established by the Employer on an individual basis.

16.03 Subject to Clause 16.02 employees on approved unpaid educational leave shall continue to accumulate seniority.

ARTICLE 17 JURY DUTY

17.01 The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as a juror, witness in a court of law to which the employee has been summoned, in proceedings to which the employee is not a party or one of the persons charged or who is required to attend jury selection. The employee will present proof of service that he/she attended as a juror or witness.

ARTICLE 18
LEAVE OF ABSENCE

18.01 Negotiation Pay Provision

Representatives of a School Board bargaining Unit, not to exceed one (1) employee per Board, shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Association and the Employer. Upon request from the Association, an additional one (1) member from each of District number 1 and 6 shall be granted leave without pay.

18.02 (a) Upon written request by the Association, stating purpose of proposed leave, to the Assistant Director of Education responsible for support staff, and with the approval in writing of the Assistant Director, leave of absence with pay and without loss of benefits shall be granted by the Employer to employees elected or appointed to represent the Association at Association functions, including the functions listed below, up to a limit of thirty (30) working days in any year accumulated for a School Board bargaining unit.

(b) For purposes of leave referred to in 18.02 (a) Association functions shall include: The Biennial Convention of the Newfoundland Association of Public and Private Employees; the Component Convention of the Newfoundland Association of Public and Private Employees; the Convention of the Newfoundland and Labrador Federation of Labour; the Convention of the Canadian Labour Congress; the National Association of Provincial Government Employees; and educational seminars sponsored in whole or in part by the Association; meetings of the Provincial Executive and the Provincial Board of Directors.

(c) Additional leave without pay for the purpose of attending to Association business may be granted by the Assistant Director if requested and upon reasonable notice.

18.03 With three (3) months prior notification an employee who is elected or selected for a full-time position with the Association or any body with which the Association is affiliated shall be granted leave without pay, loss of seniority, or accrued benefits for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office.

ARTICLE 19
UNPAID LEAVE

19.01 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the

Employer will agree to make provisions for up to one month of unpaid leave while granting seniority, provided that the employee would not have been laid off during the period of unpaid leave. The minimum leave under this clause shall be one (1) day. The maximum leave under this clause shall be one month.

19.02 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is four (4) 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.

19.03 General Leave

With the prior approval of the Director of Education, special leave without pay to a maximum of two (2) years may be granted in exceptional circumstances to an employee, provided that the employee has no current accrued or accumulated annual leave available to him/her. An employee shall accumulate seniority during this leave.

19.04 Political Activity

The Employer recognizes the fundamental right of every employee to take part in the political affairs of their community, province and nation. To this end it is agreed that employees who request unpaid leave in order to run for political office, then such leave shall be granted.

Where the employee is successful in being elected, then such employees shall be considered on unpaid leave of absence during their first term. Subsequent re-election will require the employee to resign from their employment.

ARTICLE 20 TRANSPORTATION

20.01 When in the course of his/her duty, an employee is authorized by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the employee may use his/her own vehicle with reimbursement in accordance with 20.02.

20.02 Meals and Travel

Meals and travel shall be paid at prevailing provincial government rates which are currently as follows:

- Travel Rate
- 31.5 cents (\$ 0.315) per kilometer
- Meals
- Breakfast - \$ 7.30
- Lunch - \$ 10.95
- Dinner - \$ 18.25

Changes in the above rate will be in accordance with Treasury Board regulations.

20.03 Employees who are required to leave their scheduled work location to attend to temporarily assigned duties, perform errands or deliver supplies shall be eligible for mileage for all the distance travelled.

20.04 Unless required as a condition of employment, employees shall have the right to refuse to utilize their own vehicle for the Employer's business. If an employee refuses, the Employer will make alternate arrangements.

Employees who are required to drive twenty four hundred (2400) kilometers or more per year on business on behalf of the Employer and who are required as a condition of employment to have an automobile shall be paid in addition to the regular kilometer rate application a monthly allowance of \$85.00. Where a vehicle is required as a condition of employment and on receipt of invoice the employee will be reimbursed for the difference between private and business insurance.

ARTICLE 21 SENIORITY

21.01 (a) Subject to the "Loss of Seniority Clause" 21.03 and the "Probationary Clause" 22.01 "Seniority"

(i) for District # 1, 4, 5, 9 and 11 and for the purpose of this Agreement, shall be calculated on a daily basis from the original date of hire with the employees being credited with a full day's seniority (regardless of the number of hours worked) for each day the employee is required to work

(ii) for District # 8 and for the purpose of this Agreement, shall be based on actual hours worked.

(iii) for District # 6 and for the purpose of this Agreement, shall be effective from the original date of hire.

Furthermore, with the exception of District # 8, permanent employees will be credited with seniority for any day the school is closed including, but not restricted to, normal school closures, Christmas, Easter and Summer break.

See Avalon West School Board # 9 Clause 12.01 Previous Collective Agreement References in Appendix "A":

(b) Service Credits

Employees on any form of paid leave in accordance with this Agreement, shall be eligible to accumulate service credits for seniority purposes.

- 21.02 (a) The Employer shall maintain a seniority list showing the seniority of all employees from the date of hire. Copies shall be posted in March of each year in the work sites in the space available for the Association notices, a copy provided to the Association, and a copy to each employee. Employees shall be permitted the right to challenge the accuracy of the seniority list within thirty (30) days of the posting of the seniority list.
- (b) The seniority list shall show the following:
- (i) employee's name
 - (ii) employee's date of hire
 - (iii) employee's classification title
 - (iv) employee's status(permanent, temporary)
 - (v) employee's work location

21.03 Loss of Seniority

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

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing and does not withdraw his/her resignation within five (5) working days of submitting same;
- (c) he/she is absent from work in excess of five (5) working days without the approval of the Employer.
- (d) he/she fails to return to work within seven (7) working days following a recall and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (e) he/she has been laid off in excess of two (2) years;
- (f) a temporary employee refuses to accept three recalls within a twelve (12) month period without valid reasons acceptable to the Employer.
See the Cormack Trail School Board # 4 Clause 13.05 (c) Previous Collective Agreement References in Appendix "A":

An employee will suffer no loss of seniority for refusing recall into a lower paying position or to a different position than the one he/she was laid off from or into a position in a work location more than twenty-five (25) km from his/her home.

21.04 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit he/she shall retain for a period of twelve (12) months his/her seniority accumulated up to the date of leaving the unit. An employee permanently transferred outside the unit shall lose all seniority in the bargaining unit.

21.05 In the case of layoff, if a situation should develop whereby two (2) or more employees have the same seniority, seniority shall be determined based on the total hours worked.

21.06 In the event a temporary employee applies for and is accepted into a permanent position, the employee shall be placed on the seniority list as a permanent employee with seniority recorded in accordance with Clause 21.01.

21.07 An employee whose position is outside the bargaining unit and whose position is negotiated into the bargaining unit by the parties or whose position is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the employees length of service with the employer (either inside or outside the bargaining unit) but excluding overtime as long as he/she remains in the same classification. Should the employee apply for another position within the bargaining unit the seniority of that employee shall commence from the date that the employee was included in the bargaining unit. Should the employee be subjected to layoff he/she would only have seniority from the date he/she was included in the bargaining unit.

ARTICLE 22 PROBATION, DISCHARGE, SUSPENSIONS AND DISCIPLINE

22.01 Probationary Period

The probationary period shall be sixty-five (65) days of work for all employees. It is agreed that the probationary period for part-time employees shall be equivalent to that of a full-time employee in working hours. Probationary periods must be completed within a continuous twenty-four month time period. The date of hire for a temporary employee who has successfully completed his/her probationary period shall be the most recent of either the original date of hire or the beginning of the twenty-four month period immediately prior to the completion of the probationary period.

22.02 (a) 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 the 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 record for use against him/her at any time.

(b) Where an employee is required to attend a meeting with the Employer which concerns or precedes a written warning, the employee shall have the right to be accompanied by the Shop Steward or a representative of the Association if he/she requests such representation.

22.03 There shall be one (1) official recognized personal file. This file shall be maintained in the School Board office. An employee at any reasonable time shall be allowed to inspect his/her personal file and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association if he/she so desires.

22.04 All dismissals except dismissals of probationary employees for reasons of unsuitability or incompetence shall be subject to the grievance procedure as outlined in this collective agreement.

22.05 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy. Any such document shall be removed and disregarded after the expiration of eighteen (18) months from the date it was placed in the employee's file provided that 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.

22.06 Adverse Report

(a) The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) working days of knowledge of the complaint. This notification shall include particulars 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. This clause shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

(b) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. An employee who feels he/she has not been given a proper evaluation shall have the right to grieve in accordance with Article 6. Performance evaluation shall not be considered an adverse report.

22.07 Justice and Dignity

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 that the employee should be removed from his/her place of employment, it shall be with pay.

22.08 Just Cause

No employee shall be suspended, dismissed or otherwise disciplined except for just cause.

22.09 Unjust Suspension or Discharge

Should it be found upon investigation that an employee was unjustly suspended or discharged he/she shall be immediately re-instated in his/her former position without loss of seniority. He/she 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 an Arbitrator, if the matter is referred to Arbitration. Temporary employees shall only be compensated at the appropriate rate of pay for the time they would have worked.

22.10 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

**ARTICLE 23
PROMOTIONS AND STAFF CHANGES**

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

23.02 No bargaining unit position will be filled from outside the bargaining unit until the applications of present employees have been fully processed, provided the applications are presented within the time limit set forth in the job posting.

23.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

(a) the principle of promotion within the service of the Employer;

(b) that job opportunity should increase in proportion to length of service. Therefore, when a vacancy occurs or a new position is created within the bargaining unit, applicants shall be given preference on a seniority basis provided the applicant is qualified and able to meet the requirements of the new position.

See the following School Board Previous Collective Agreement References in Appendix “A”:

Labrador School Board # 1 Clause 14.08;
Cormack Trail School Board # 4 Clause 14.04 and “following statement”.

For the purpose of District # 6 the following shall apply:

(i) Permanent employees versus permanent employees - original date of hire.

- (ii) Temporary employees versus temporary employees - original date of hire.
- (iii) Temporary employees versus permanent employees - actual days worked.

23.04 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification he/she shall be returned to his/her former position, wage or salary rate, if not redundant and if redundant then to a comparable position, wage or salary rate of his/her former position and without loss of seniority if such a comparable position is available. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the Employer and the Association agree the employee may revert to his/her former position prior to the completion of the trial period.

23.05 Notification of Successful Applicant

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

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

23.07 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification.

23.08 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his/her regular rate of pay.

23.09 Incapacitated Worker Provision

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

See the following School Board Previous Collective Agreement References in Appendix "A":Cormack Trail School Board # 4 Clause 27.02

Baie Verte/Central/Connaigre School Board # 5 Clause 18.09

Lewisporte/Gander School Board # 6 Clause 18.09.

23.10 Information on Posting

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

ARTICLE 24 LAYOFF, BUMPING AND RECALL

24.01 (a) Role of Seniority in Layoffs

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 by classification in reverse order of seniority. An employee shall have the right to displace a junior employee, with the exception of an employee occupying a supervisory position, provided that the employee being retained is qualified and able to meet the requirements in accordance with the provisions of Article 23.

See the following School Board Previous Collective Agreement References in Appendix "A":
Baie Verte/Central/Connaigre School Board # 6 Clause 20.01(a)
Lewisporte/Gander School Board # 6 Clause 20.01 (a).

(b) For the purpose of this Article a reduction in the hours of work shall activate the employee's right to bump.

(c) 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 service since the last date of employment, as per Schedule "H". 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 this 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 employ of the employer covered by these negotiations. The amount repaid will be based on the net amount received by the employee and/or the amount paid to a financial institution on behalf of the employee.

See Baie Verte/Central/Connaigre Board # 5 and Lewisporte/Gander Board # 6 Clause 21.06.

24.02 (a) An employee who has received a layoff notice must exercise his/her bumping rights in accordance with 24.01 within ten(10) days next following receipt of such notice.

(b) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of lay off with effect from the date that the employee who bumped him/her was given notice of lay off.

- (c) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- (d) For purposes of this Article, the normal temporary lay off of school year and seasonal employees such as at the end of the school year or term of employment will not trigger the bumping procedure of this Agreement.
- (e) A temporary employee cannot bump a permanent employee.

24.03 Employees shall be recalled following lay off to the same position held prior to lay off. Subject to 24.02 employees shall be recalled in order of seniority by classification.

24.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified and able to meet the requirements for the position.

24.05 (a) In the event of a layoff resulting from a permanent reduction in the work force or the abolition of a position twenty-one (21) calendar days notice in writing shall be given to permanent employees whose services are to be terminated.

(b) Subject to clause 24.06(b), except in the case of dismissal for just cause and unless legislation is more favourable to the employees the Employer shall notify permanent employees who are to be temporarily laid off by providing ten (10) days notice.

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

24.06 (a) Except in the case of dismissal for just cause and provided such employees are not hired for a specific time period for a specific job, ten (10) calendar days' notice, in writing shall be given to school year employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

(b) Where employees are hired for a specific job or for a specific period of time including school year employees, no notice is required.

24.07 Employees shall give fifteen (15) calendar days' written notice of termination of employment.

24.08 For the purpose of recall, layoff and bumping, temporary and seasonal employees shall be less senior than any permanent employee.

24.09 An employee may change his work location and his classification as a result of bumping or transfer. For the purposes of recall the Employer will be required to recall the employee to his regular classification as if he were on layoff. The employee shall have the option to return to his regular classification.

24.10 For the purpose of this Article, the agreement on geographical areas which exist in current agreements shall remain in effect.

ARTICLE 25 GROUP INSURANCE

25.01 Group Insurance

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

(a) While an employee, who is eligible to be in the Plan is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium.

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

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

ARTICLE 26 PENSION PLAN

26.01 The Employer agrees that the Government Pension Plan or Government Money Purchase Plan will be made available to employees.

26.02 Where other private pension plans are in place employees will be permitted to remain enrolled in the respective plan.

ARTICLE 27 AMENDMENT BY MUTUAL CONSENT

27.01 It is agreed by the parties to the Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing or altered by mutual consent of the Employer and the Association.

ARTICLE 28
PAYMENT OF WAGES AND ALLOWANCES

28.01 The salary scales set out in Schedule "A", "A-1", "C", and "E" will become effective from the dates prescribed in those schedules and the salary adjustment formula set forth in Schedule "D" will be applied.

28.02 Pay Days

Every second Thursday shall be pay day and the employees shall be supplied with a statement outlining the hours worked, the amount deducted and the amount of overtime received, if any. Approved time sheets must be received by the Board Office by close of business on the Thursday before the payday, subject to delays caused by the mail service, in which case necessary adjustments will be made in the following pay period.

28.03 Existing employees shall have the option to have direct deposit. All new employees shall have direct deposit.

28.04 Utility Bill Allowance

Employees authorized by the bus supervisor to plug in school busses at their place of residence during the winter months will be paid an allowance of \$15.00 per month without deductions at source, for the months of December, January, February and March. Such allowance will be paid monthly.

28.05 Record of Employment and pay checks shall be available seven (7) days after layoff.

ARTICLE 29
SEVERANCE PAY

29.01 An employee who has nine (9) or more years of continuous service in the employ of the School Board is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights or in the event of death to the employees designated beneficiary or to the estate severance pay equal to the amount obtained by multiplying the number of completed years of continuous service by his/her weekly salary to a maximum of twenty (20) weeks pay. If the employee has break(s) in service which result in a loss of seniority the continuous service will commence from the most recent date of hire. See the following School Board Previous Collective Agreement References in Appendix "A":
Vista School Board # 8 Clause 29.01 (c) and "qualifying period";
Avalon West School Board # 9 Clause 25.06

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

29.03 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 29.01 above or if he/she refunds the appropriate proportionate part of such severance pay.

29.04 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 29.01.

29.05 For the purpose of this Article, periods of regularly occurring temporary layoffs of school term employees or periods of authorized leave without pay shall not be regarded as breaks in continuous service. These periods of regularly occurring temporary layoffs of school term employees or leaves without pay shall not be counted as service when determining the total amount of continuous service of an employee.

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

ARTICLE 30 STRIKES AND LOCKOUTS

30.01 During the life of this Agreement there shall be no lockout by the Employer or any strike, sit-down, slowdown, stoppage or suspension of work for any reason by the employees or the Association representing the employees.

ARTICLE 31 ADVERSE WEATHER CONDITIONS

31.01 It is understood that on occasions schools may be closed for children as a result of severe weather conditions and/or cold weather. The following shall apply to employees with respect to severe storm conditions.

31.02 If the school board or designated representative makes an announcement that schools and/or school board offices and/or bus depots are closed due to severe weather conditions, employees who normally report to work at these sites 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 benefit

31.03 When an employee is unable to report to work because the normal routes of transportation have been closed by the appropriate authorities the employee will suffer no loss of pay nor will the person be required to make up in any way for the loss time

31.04 Where, because of adverse weather conditions, the decision to relieve bargaining unit employees originates with an immediate supervisor or district board office as appropriate such employee will receive pay accordingly. These employees shall not be required to compensate the Employer for such time lost and shall be paid straight time hours as if he/she had worked their normal daily hours.

31.05 Employees who continue to work under adverse weather conditions will receive straight time pay for completion of their normal daily hours.

31.06 Except in the case of extreme cold weather conditions, if the Employer or its designated representative makes an announcement that all schools in the geographic location are closed due to adverse weather conditions, school based employees including bus drivers will not be expected to report to work until it becomes obvious that the weather conditions have cleared and a decision has been made by the employee's immediate supervisor or the Director of Education to resume their normal daily hours. In situations above there will be no deduction in pay or benefits for the employee.

ARTICLE 32 WORKERS' COMPENSATION / INJURY ON DUTY

32.01 All employees shall be covered by the Workers' Compensation Act.

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

32.03 In the event that an employee is injured on duty the Employer will provide transportation to the nearest medical clinic or hospital in the community where an employee is not in a position to provide his/her own transportation. Where the Employer provides such transportation the Employer shall also make arrangements for the employees return transportation to the place of work or his/her home where the employee is unable to provide his/her own transportation due to the injury incurred.

32.04 (a) All on the job injuries shall be reported immediately to the Employer. It shall be the responsibility of the employee to insure that all documentation required by the Workers' Compensation Commission for the purposes of processing the claim for injury on duty is provided to the Commission without delay and within the prescribed time lines outlined in the Workers' Compensation Act after the date of injury.

(b) It shall be the responsibility of the Employer to insure that all documentation required by the Workers' Compensation Commission for the purposes of processing the claim for injury on duty is provided to the Commission without delay and within the prescribed time lines outlined in the Workers' Compensation Act after the date of injury. The Employer will ensure that the necessary forms are available to employees.

- (c) If the claim is subsequently denied by the Workers' Compensation Commission, the employee may access other available benefits including sick leave and annual leave.

32.05 Employees will continue to have access to their sick leave entitlement while awaiting Workers' Compensation claim approval. When claims are retroactive to a point covered by sick leave employees will reimburse the Employer for the used sick leave.

32.06 Pending a settlement of the insurable claim the employee shall be placed on leave in accordance with Article 12 of this agreement.

32.07 (a) Subject to the Workers' Compensation Act and the Public Service Pensions Act, in the event that the employee dies as a result of an injury received in the performance of his/her duties his/her estate shall receive all death benefits owing to the employee.

- (b) The Workers' Compensation Act shall apply in the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties.

(c) It is understood and agreed by the parties to this Collective Agreement that an employee retains accumulated sick leave and annual leave credits while off work on Workers' Compensation Benefits. Employees who are on Workers' Compensation in excess of twelve consecutive months will continue to accumulate sick leave and subject to clause 11.05 annual leave for a maximum of one (1) year's entitlement.

32.08 In the event that an employee is placed on leave under the provisions of this Article he/she will not accrue seniority or any other benefit during any period when he/she would normally be on layoff.

32.09 (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.

(b) Where a suitable vacancy is not available the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Employer in writing of his/her intentions to exercise his/her right to displace a less senior employee the incapacitated employee will be deemed to have been given notice of layoff effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of this Collective Agreement.

ARTICLE 33
LABOUR MANAGEMENT COMMITTEE

33.01 Each School District shall establish a joint Labour Management Committee. Each Committee shall consist of a maximum of four (4) Association representatives up to a maximum of four (4) Employer representatives. 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 Association representatives selected.

33.02 Function of Committee

The Committee shall concern itself with the following general matters

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

33.03 Meetings of the Labour Management

The Labour Management Committee shall meet if and when the need arises at the request of either chair. Any such meeting may be canceled or rescheduled by mutual agreement. The committee members shall receive a notice and tentative agenda of the meeting from the Chairperson at least five (5) days in advance of the meeting. Any committee member who wishes to submit a matter to the Chairperson to be included on the agenda for the meeting shall do so not later than forty-eight (48) hours prior to the meeting. Employees shall not suffer any loss of pay for time spent at committee meetings during working hours.

33.04 Chairperson of the Meeting

An Employer and an Association representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

33.05 Minutes of Committee

The Minutes shall be prepared by the joint Chairpersons as promptly as possible after the close of the meeting. Copies of the Minutes shall be prepared and distributed by the Employer to all members of the Committee and subsequently approved and signed at the next meeting of the Committee.

33.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Association or the Employer and shall not have the power to bind either the Association 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 Association and the Employer with respect to its discussions and conclusions.

33.07 Not to Alter Agreement

The Labour Management Committee shall not have the right to alter or amend this Agreement.

33.08 Each party shall be responsible for the travel expenses of its members on the committee.

**ARTICLE 34
SAFETY AND HEALTH**

- 34.01 (a) The Employer and the Association agrees to co-operate in the establishment and operation of an Occupational Health and Safety Committee, as required by the Occupational Health and Safety Act. and all employees shall be covered.
- (b) If either party deems it necessary, the Employer and employee representatives shall meet at least three (3) times per year.
- (c) Unless otherwise mutually agreed the membership of this Committee will be the same as that of the Labour Management Committee.

34.02 Each party shall be responsible for the travel expenses of its members.

34.03 The Employer will acquaint all new employees with the potential hazards of their jobs and inform all employees of any new safety hazards that might develop through the introduction of new machinery or new work methods.

34.04 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.

34.05 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer, except where an allowance for such equipment is provided by the Employer.

34.06 Healthy and Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings as required by the Association or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Association shall suffer no loss of pay for attending such meetings. Copies of minutes of all committee meetings shall be sent to the employer and to the Association.

34.07 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which in accordance with the Occupational Health and Safety Act is deemed to be unsafe.

34.08 First Aid Training/WHIMIS

The Employer agrees to provide on the job training in First Aid and WHIMIS procedures to all employees designated by the Employer with no cost to the employee.

34.09 First Aid Kits

First Aid kits shall be supplied by the Employer to all work sites.

34.10 The Health and Safety Committee shall be notified of all lost time accidents or injuries and shall be provided with reports as soon as possible on the nature and cause of the accident or injury.

**ARTICLE 35
PERSONAL LOSS**

35.01 Subject to Clauses 35.02 and 35.03 where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered subject to a maximum of four hundred dollars (\$400).

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

35.03 This provision shall only apply in respect to personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

**ARTICLE 36
CRIMINAL OR LEGAL LIABILITY**

36.01 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 37 PERSONAL HARASSMENT

37.01 Personal Harassment

The Employer and the Association agree to take every reasonable action to eliminate sexual harassment that is a threat to a person's well-being in the work place.

37.02 Once it has become obvious that there has been an offence/complaints under this Article it will be dealt with by the Employer and the Association with all possible confidentiality. In settling the complaint every reasonable effort will be made to discipline the harasser and not the victim.

37.03 The Employer and the Association agree to use their best efforts to discourage personal harassment in the workplace.

37.04 (a) 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 behaviours 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. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternately, the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting;
- suggestive remarks or other sexually aggressive remarks;
- leering (suggestive staring) at a person's body;
- compromising invitations;
- physical assaults.

Definition of Personal Harassment

Personal harassment is any behaviour by any person in the work place that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee. Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

- (b) In cases of harassment that have not been settled both parties agree to cooperate fully with any investigation held by the Human Rights Commission regarding a complaint by an employee and to this end the Employer and the Association agree to expedite all complaints with all possible confidentiality.

- 37.04 Grievances filed under this Clause will be received at the grievance stage immediately prior to the arbitration stage. Grievances dealing with sexual harassment will be dealt with by the Employer and the Association with all possible confidentiality.

ARTICLE 38 PORTABILITY

- 38.01 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) non-compensated service for severance pay in accordance with Article 29.

The recognition of benefits shall not exceed the benefits available with the new Employer nor shall it result in the duplication of benefits.

ARTICLE 39 SUCCESSOR RIGHTS

- 39.01 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 44, the Successor rights section of the Public Service Collective Bargaining Act 1973 will have full application.

39.02 Advance Notice

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

ARTICLE 40 LEGISLATION AND COLLECTIVE AGREEMENTS

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

**ARTICLE 41
CONTRACTING OUT**

- 41.01 (a) Work normally done by employees within the bargaining unit shall not be contracted out in such a manner as to cause layoff or prevent recall of employees who are qualified and able to perform the required tasks and on layoff, or loss of benefits or work of employees within the bargaining unit.
- (b) Whenever the Employer needs work to be done within the bargaining unit such work shall be done by bargaining unit employees on layoff, who are qualified, instead of contracting out work while employees are on layoff.
- (c) Where the Board undertakes capital projects on existing Board premises or for new premises to the extent of \$20,000.00 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 persons not in the bargaining unit.

**ARTICLE 42
CONSEIL SCOLAIRE FRANCOPHONE
DE TERRE-UVE ET DU LABRADOR**

- 42.01 The language of operation for the Conseil scolaire francophone provincial shall be french.
- 42.02 Where a french translation of this Collective Agreement exists the English version shall be the official text.
- 42.03 The Conseil scolaire francophone provincial has the right to establish standards of fluency in French for its employees.
- 42.04 With respect to the Conseil scolaire francophone provincial , recall and bumping will occur as outlined in this Agreement except that it shall be to the specific area, such as Cape St. George and Mainland, St. John's or Labrador. Recall and bumping will not be completed on a provincial basis.

**ARTICLE 43
MEDICAL CERTIFICATE**

- 43.01 Where bus drivers are required to undergo medical examinations and provide medical certificates every five (5) years in connection with their employment, cost of examinations and

**ARTICLE 44
PROTECTIVE CLOTHING, SAFETY
EQUIPMENT AND TOOLS**

- 44.01 The Employer agrees to supply free of charge the required protective clothing and equipment to employees as per the provisions of the current Occupational Health And Safety Regulations.
- 44.02 The Employer shall supply speciality tools and equipment beyond those normally provided by trades persons necessary for the trades people to perform the duties assigned by the Employer. Employees are responsible for proper usage and security for tools provided for their use. Tools and equipment are to be kept in the Employer's premises in a secure room or cabinet and available for inspection at all times.
See the Cormack Trail School Board # 4 Previous Collective Agreement Clause 32.01 (a) in Appendix "A".
- 44.03 The Employer agrees to supply to mechanics, upon receipt of proof of purchase, up to \$150.00 annually for replacement tools.

**ARTICLE 45
TECHNOLOGY CHANGE AND/OR NEW METHOD OF
OPERATION**

45.01 Advance Notice

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

45.02 Consultation

Any such change shall be made only after the Association and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Association.

45.03 Attrition Arrangement

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

45.04 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation such employees shall, at the expense of the Employer, be given a reasonable period of time in the opinion of the Employer during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

45.05 Failure to Accept Training

Where an affected employee elects not to avail of the training provided for under Clause 45.04, the Employer agrees that where possible the effect on the employee of change contemplated by Clause 45.04 will be minimized by transfer or reassignment within the employ of the Employer.

45.06 No Reduction in Salary

An employee transferred or reassigned in accordance with Clause 45.05 will not suffer any reduction in his/her salary unless such employee has refused without giving reasons acceptable to the Employer to avail of the training in accordance with Clause 45.04.

45.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Clause 45.04.

**ARTICLE 46
COPIES OF THE AGREEMENT**

46.01 Within thirty (30) days of signing the Employer and the Association will share on a 50/50 basis the cost of printing this Agreement.

**ARTICLE 47
EMPLOYEE ASSISTANCE PROGRAM**

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

**ARTICLE 48
DURATION OF THE AGREEMENT**

48.01 Except as otherwise provided, this Agreement shall be effective from the date of signing and

shall remain in full force and effect from April 1st 2001 until March 31st. 2004.

48.02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new or revised Collective Agreement.

Notwithstanding the above, the parties shall retain their legal rights to lockout or strike in accordance with the Public Services Collective Bargaining Act.

48.03 Notice of Termination or Amendment

Either party to this Agreement may within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

IN WITNESS WHEREOF the parties here have executed this Agreement the
_____ Day of _____.

SIGNED ON BEHALF OD TREASIRY BOARD, GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

Minister of Treasury Board

Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR SCHOOL BOARDS ASSOCIATION

Signing Officer

Witness

Participating School Boards

School District #1 Labrador

Witness

School District #4 Cormack Trail

Witness

School District #5 Baie Verte/Central/Connaigre

Witness

School District #6 Lewisporte/Gander

Witness

School District #8 Vista

Witness

School District #9 Avalon West

Witness

School District #11 Conseil scolaire Francophone

Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND ASSOCIATION OF PRIVATE AND PUBLIC EMPLOYEES.

Signing Officer

Witness

**School District #1 Labrador
Bargaining Unit**

Witness

Witness

**School District #4 Cormack Trail
Bargaining Unit**

Witness

Witness

**School District #5 Baie Verte/Central/Connaigre
Bargaining Unit**

Witness

Witness

School District #6 Lewisporte/Gander

Witness

Bargaining Unit

Witness

**School District #8 Vista
Bargaining Unit**

Witness

Witness

**School District #9 Avalon West
Bargaining Unit**

Witness

Witness

**School District #11 Conseil scolaire Francophone
Bargaining Unit**

Witness

Witness

SCHEDULE "A"

Employees included in the Bargaining Unit working up to a maximum of thirty-five (35) hours per week

School Board Job Classification
Treasury Board Job Classification
Pay Level

Payroll Clerk 11	Payroll Clerk 11	SB-26
Accounting Clerk 1	Accounting Clerk 1	SB-21
Accounting Clerk 11	Accounting Clerk 11	SB-24
Clerk Typist 11	Clerk Typist 11	SB-21
Clerk 111	Clerk 111	SB-22
Liberian Technician 1	Liberian Technician 1	SB-23
WPEO 1	WPEO 1	SB-22
WPEO 11	WPEO 11	SB-24
Administrative Officer 1	Administrative Officer 1	SB-30
Clerk Typist 111	Clerk Typist 111	SB-24
Clerk Steno 111	Clerk Steno 111	SB-24
Translator	Clerk Typist 111	SB-24
Curriculum Worker	Administrative Officer 1	SB-30

The employees and classifications who are currently outside the Bargaining Unit in each School District shall remain outside the Bargaining Unit

SCHEDULE "A"

Employees included in the Bargaining Unit working up to a maximum of forty (40) hours a week.

School Board Job Classification	Treasury Board Job Classification	Pay Level
Utility Worker 11	Utility Worker 11	SB-17
Maintenance Repairman I	Maintenance Repairman I	SB-18
Maintenance Repairman II	Maintenance Repairman II	SB-22
Heavy Equipment Mechanic	Heavy Equipment Mechanic	SB-24
Auto Mechanic	Auto Mechanic	SB-23
Automotive Technician	Automotive Technician	SB-26
Heavy Equipment Technician	Heavy Equipment Technician	SB-26
Equipment Operator 11	Equipment Operator 11	SB-18
Electrician 1	Electrician 1	SB-24
EquipmentOperator11/Mechanic Helper	EquipmentOperator11	SB-18
Trades Helper	Trades Helper	SB-16
Electrician 11	Electrician 11	SB-26
Electronic Technician	Electronic Technician	SB-26
Supervisor of Information Tech.	Supervisor of Information Technology	SB-38
Computer Support Technician	Computer Support Technician	SB-28
Computer Support Specialist	Computer Support Specialist	SB-34
Storekeeper 1	Storekeeper 1	SB-19
Janitor	Utility 11	SB-17

The employees and classifications who are currently outside the Bargaining Unit in each School District shall remain outside the Bargaining Unit

Maintenance Foreman is included under Maintenance Repairman II

SCHEDULE "A"

Employees included in the Bargaining Unit working up to a maximum of forty-five (45) hours

School Board Job Classification	Treasury Board Job Classification Pay Level	
Equipment Operator 11/Maintenance Repairman 1	Equipment Operator 11	SB-18
Equipment Operator 1	Equipment Operator	SB-16
Equipment Operator 11/Maintenance Repairman 11	Maintenance Repairman 11	SB-22
Equipment Operator 11/Utility 11	Equipment Operator 11	SB-18
Carpenter 11	Carpenter 11	SB-24
Bus Foreman		SB-22

The employees and classifications who are currently outside the Bargaining Unit in each School District shall remain outside the Bargaining Unit.

SCHEDULE "A-1"

SB-2SCHEDULE "A-1"

Avalon West School Board Job Title Pay Level	Treasury Board Classification Title	
Maintenance Foreperson	Maintenance Repairer II	SB-22
Maintenance Repairman	Maintenance Repairer I	SB-18
Caretaker Foreperson	Maintenance Repairer I	SB-18
Janitor	Utility Worker II	SB-17
Caretaker	Utility Worker II	SB-17
Office Receptionist	Word Processing Equipment Operator I	SB-22
Receptionist/Secretary	Word Processing Equipment Operator I	SB-22
School Secretary	Word Processing Equipment Operator I	SB-22
Stores Clerk	Clerk Typist III	SB-24
Accounting Clerk	Accounting Clerk I	SB-21
Accounts Payable Clerk	Accounting Clerk I	SB-21
Purchasing/Budgets Clerk	Accounting Clerk I	SB-21
Payroll Clerk	Payroll Clerk II	SB-26

The employees and classifications who are currently outside the Bargaining Unit in each School District shall remain outside the Bargaining Unit.

SCHEDULE "B"

Employees Excluded from the Bargaining Unit

Employees governed by other Collective Agreements

NAPE/SCHOOL BOARD SUPPORT STAFF
Bus Drivers(Contracted Services)

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<date>

Contractual Employees

Work Term Students

Management and non-bargaining unit employees

Employees and classifications currently outside the Bargaining Unit in each School District.

SCHEDULE "C" PAY GRID
NAPE SCHOOL BOARD'S SUPPORT STAFF EFFECTIVE APRIL 1, 2001

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	10.98	11.34	11.69
SB-09	11.06	11.42	11.77
SB-10	11.15	11.50	11.87
SB-11	11.22	11.59	11.96
SB-12	11.33	11.70	12.06
SB-13	11.42	11.80	12.20
SB-14	11.55	11.94	12.34
SB-15	11.69	12.10	12.51
SB-16	11.82	12.26	12.67
SB-17	12.01	12.47	12.92
SB-18	12.15	12.61	13.08
SB-19	12.39	12.88	13.39
SB-20	12.64	13.17	13.71
SB-21	12.85	13.43	14.00
SB-22	13.10	13.72	14.34
SB-23	13.38	14.01	14.67
SB-24	13.86	14.56	15.27
SB-25	14.39	15.11	15.87
SB-26	14.89	15.69	16.47
SB-27	15.42	16.24	17.08
SB-28	15.98	16.85	17.71
SB-29	16.41	17.30	18.21
SB-30	16.86	17.79	18.72
SB-31	17.48	18.45	19.44
SB-32	18.04	19.06	20.07
SB-33	18.62	19.67	20.73
SB-34	19.26	20.35	21.45
SB-35	19.96	21.12	22.26
SB-36	20.73	21.93	23.12
SB-37	21.47	22.72	23.98
SB-38	22.24	23.54	24.81
SB-39	23.00	24.35	25.73
SB-40	23.73	25.16	26.55
SB-41	24.30	26.49	28.65
SB-42	24.93	27.14	29.38
SB-43	25.86	28.19	30.51
SB-44	26.80	29.22	31.62
SB-45	27.74	30.27	32.77
SB-46	28.95	31.57	34.20

**NAPE SCHOOL
BOARD'S SUPPORT
STAFF
EFFECTIVE APRIL 1,
2002**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	11.25	11.62	11.98
SB-09	11.34	11.71	12.06
SB-10	11.43	11.79	12.17
SB-11	11.50	11.88	12.26
SB-12	11.61	11.99	12.36
SB-13	11.71	12.10	12.51

NAPE/SCHOOL BOARD SUPPORT STAFF

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<date>

SB-14	11.84	12.24	12.65
SB-15	11.98	12.40	12.82
SB-16	12.12	12.57	12.99
SB-17	12.31	12.78	13.24
SB-18	12.45	12.93	13.41
SB-19	12.70	13.20	13.72
SB-20	12.96	13.50	14.05
SB-21	13.17	13.77	14.35
SB-22	13.43	14.06	14.70
SB-23	13.71	14.36	15.04
SB-24	14.21	14.92	15.65
SB-25	14.75	15.49	16.27
SB-26	15.26	16.08	16.88
SB-27	15.81	16.65	17.51
SB-28	16.38	17.27	18.15
SB-29	16.82	17.73	18.67
SB-30	17.28	18.23	19.19
SB-31	17.92	18.91	19.93
SB-32	18.49	19.54	20.57
SB-33	19.09	20.16	21.25
SB-34	19.74	20.86	21.99
SB-35	20.46	21.65	22.82
SB-36	21.25	22.48	23.70
SB-37	22.01	23.29	24.58
SB-38	22.80	24.13	25.43
SB-39	23.58	24.96	26.37
SB-40	24.32	25.79	27.21
SB-41	24.91	27.15	29.37
SB-42	25.55	27.82	30.11
SB-43	26.51	28.89	31.27
SB-44	27.47	29.95	32.41
SB-45	28.43	31.03	33.59
SB-46	29.67	32.36	35.06

**NAPE SCHOOL BOARD'S
SUPPORT STAFF
EFFECTIVE OCTOBER 1,
2002**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	11.53	11.91	12.28
SB-09	11.62	12.00	12.36
SB-10	11.72	12.08	12.47
SB-11	11.79	12.18	12.57
SB-12	11.90	12.29	12.67
SB-13	12.00	12.40	12.82
SB-14	12.14	12.55	12.97
SB-15	12.28	12.71	13.14
SB-16	12.42	12.88	13.31
SB-17	12.62	13.10	13.57
SB-18	12.76	13.25	13.75
SB-19	13.02	13.53	14.06
SB-20	13.28	13.84	14.40
SB-21	13.50	14.11	14.71
SB-22	13.77	14.41	15.07
SB-23	14.05	14.72	15.42
SB-24	14.57	15.29	16.04

SB-25	15.12	15.88	16.68
SB-26	15.64	16.48	17.30
SB-27	16.21	17.07	17.95
SB-28	16.79	17.70	18.60
SB-29	17.24	18.17	19.14
SB-30	17.71	18.69	19.67
SB-31	18.37	19.38	20.43
SB-32	18.95	20.03	21.08
SB-33	19.57	20.66	21.78
SB-34	20.23	21.38	22.54
SB-35	20.97	22.19	23.39
SB-36	21.78	23.04	24.29
SB-37	22.56	23.87	25.19
SB-38	23.37	24.73	26.07
SB-39	24.17	25.58	27.03
SB-40	24.93	26.43	27.89
SB-41	25.53	27.83	30.10
SB-42	26.19	28.52	30.86
SB-43	27.17	29.61	32.05
SB-44	28.16	30.70	33.22
SB-45	29.14	31.81	34.43
SB-46	30.41	33.17	35.94

**NAPE SCHOOL BOARD'S
SUPPORT STAFF
EFFECTIVE APRIL 1, 2003**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	11.82	12.21	12.59
SB-09	11.91	12.30	12.67
SB-10	12.01	12.38	12.78
SB-11	12.08	12.48	12.88
SB-12	12.20	12.60	12.99
SB-13	12.30	12.71	13.14
SB-14	12.44	12.86	13.29
SB-15	12.59	13.03	13.47
SB-16	12.73	13.20	13.64
SB-17	12.94	13.43	13.91
SB-18	13.08	13.58	14.09
SB-19	13.35	13.87	14.41
SB-20	13.61	14.19	14.76
SB-21	13.84	14.46	15.08
SB-22	14.11	14.77	15.45
SB-23	14.40	15.09	15.81
SB-24	14.93	15.67	16.44
SB-25	15.50	16.28	17.10
SB-26	16.03	16.89	17.73
SB-27	16.62	17.50	18.40
SB-28	17.21	18.14	19.07
SB-29	17.67	18.62	19.62
SB-30	18.15	19.16	20.16
SB-31	18.83	19.86	20.94
SB-32	19.42	20.53	21.61
SB-33	20.06	21.18	22.32
SB-34	20.74	21.91	23.10
SB-35	21.49	22.74	23.97
SB-36	22.32	23.62	24.90

SB-37	23.12	24.47	25.82
SB-38	23.95	25.35	26.72
SB-39	24.77	26.22	27.71
SB-40	25.55	27.09	28.59
SB-41	26.17	28.53	30.85
SB-42	26.84	29.23	31.63
SB-43	27.85	30.35	32.85
SB-44	28.86	31.47	34.05
SB-45	29.87	32.61	35.29
SB-46	31.17	34.00	36.84

**NAPE SCHOOL BOARD'S
SUPPORT STAFF
EFFECTIVE OCTOBER 1,
2003**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SB-08	12.12	12.52	12.90
SB-09	12.21	12.61	12.99
SB-10	12.31	12.69	13.10
SB-11	12.38	12.79	13.20
SB-12	12.51	12.92	13.31
SB-13	12.61	13.03	13.47
SB-14	12.75	13.18	13.62
SB-15	12.90	13.36	13.81
SB-16	13.05	13.53	13.98
SB-17	13.26	13.77	14.26
SB-18	13.41	13.92	14.44
SB-19	13.68	14.22	14.77
SB-20	13.95	14.54	15.13
SB-21	14.19	14.82	15.46
SB-22	14.46	15.14	15.84
SB-23	14.76	15.47	16.21
SB-24	15.30	16.06	16.85
SB-25	15.89	16.69	17.53
SB-26	16.43	17.31	18.17
SB-27	17.04	17.94	18.86
SB-28	17.64	18.59	19.55
SB-29	18.11	19.09	20.11
SB-30	18.60	19.64	20.66
SB-31	19.30	20.36	21.46
SB-32	19.91	21.04	22.15
SB-33	20.56	21.71	22.88
SB-34	21.26	22.46	23.68
SB-35	22.03	23.31	24.57
SB-36	22.88	24.21	25.52
SB-37	23.70	25.08	26.47
SB-38	24.55	25.98	27.39
SB-39	25.39	26.88	28.40
SB-40	26.19	27.77	29.30
SB-41	26.82	29.24	31.62
SB-42	27.51	29.96	32.42
SB-43	28.55	31.11	33.67
SB-44	29.58	32.26	34.90
SB-45	30.62	33.43	36.17
SB-46	31.95	34.85	37.76

SCHEDULE "D"**Salary Implementation Formula**

Effective April 1, 2001	5%
Effective April 1, 2002	2.5%
Effective October 1, 2002	2.5%
Effective April 1, 2003	2.5%
Effective October 1, 2003	2.5%

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 thereafter from year to year for each additional twelve (12) months or equivalent hours of service accumulated.

Red Circled 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 scales for their respective School Board shall:

- (i) be placed on Step 3 of the new scale; and
- (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on Step 3. This cash payment will be paid bi-weekly for each regular hour worked.

Labrador School Board Schedule "E" Native Teachers

	Step 1	Step 2	Step 3
April 1/01 5%			
Level A	17,057	18,006	18,955
Level B	18,575	19,524	20,472
Level C	20,093	21,266	21,988
Level D	21,227	22,177	23,126
April 1/02 2.50%			
Level A	17,484	18,457	19,428
Level B	19,039	20,012	20,984
Level C	20,595	21,797	22,538
Level D	21,757	22,731	23,704
Oct. 1/02 2.50%			
Level A	17,921	18,918	19,914
Level B	19,515	20,512	21,508
Level C	21,110	22,342	23,101
Level D	22,301	23,300	24,297
April 1/03 2.50%			
Level A	18,369	19,391	20,412
Level B	20,003	21,025	22,046
Level C	21,638	22,901	23,679
Level D	22,859	23,882	24,904
Oct. 1/03 2.50%			
Level A	18,828	19,876	20,922
Level B	20,503	21,551	22,597
Level C	22,179	23,473	24,271
Level D	23,430	24,479	25,527

SCHEDULE "F"

School Boards Covered by this Collective Agreement

Labrador School District 1

Cormack Trail School District 4

Baie Verte/Central/Connaigre School District 5

Lewisporte/Gander School District 6

Avalon West School District 9

Conseil scolaire francophone provincial de Terre-Neuve et Labrador 11

SCHEDULE "G"
LABRADOR BENEFITS AGREEMENT
ARTICLE 1

SCOPE

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

ARTICLE 2

DURATION

2.1 This agreement shall be effective from April 1, 1999 and shall remain in full force and effect until March 31, 2002. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3

LABRADOR ALLOWANCE

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

Schedule "A"

Group 1	Date	Single	Dependent
Happy Valley/Goose Bay	Red Bay	April 1, 1999	\$1,750
North West River	L'Anse au Loup	April 1, 2000	\$1,925
Sheshatshiu	L'Anse au Clair	April 1,2001	\$2,150
Wabush	Forteau		
Labrador City	Pinware		
Churchill Falls	West St. Modeste		

\$3,500

\$3,850

\$4,300

Group 2	Date	Single	Dependent
Mud Lake	April 1, 1999	\$1,875	\$3,750
Cartwright	April 1, 2000	\$2,200	\$4,400
Rigolet	April 1, 2001	\$2,600	\$5,200
Mary's Harbour			
Port Hope Simpson			
St. Lewis			
Charlottetown			
William's Harbour			
Norman's Bay			
Lodge Bay			
Black Tickle			
Paradise River			
Pinsent's Arm			
Makkovik			
Postville			
Hopedale			
Davis Inlet			
Nain			

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

ARTICLE 4

TRAVEL ALLOWANCE

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

Group 1	Date	Amount For Employee and Each Dependent
Happy Valley/Goose Bay	North West River	Sheshatshiu

NAPE/SCHOOL BOARD SUPPORT STAFF

(Page 67)
April 1, 1999

<date>
\$350

Wabush
Labrador City
Churchill Falls
Red Bay
L'Anse au Loup
L'Anse au Clair
Forteau
Pinware
West St. Modeste

Group 2	Date	Amount For Employee and Each Dependent April 1, 1999
Mud Lake	Makkovik	
Cartwright	Postville	
Rigolet	Hopedale	
Mary's Harbour	Davis Inlet	
Port Hope Simpson	Nain	
St. Lewis		
Charlottetown		
William's Harbour		
Norman's Bay		
Lodge Bay		
Black Tickle		
Paradise River		
Pinsent's Arm		

\$450

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- 4.2 (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- 4.3 (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- 4.3 (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of a married couple who are both employed by Provincial Government Department or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5

LEAVE

5.1 Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows:

One (1) Working Day for the following communities:

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

Three (3) Working Days for the following communities:

Mud Lake
Cartwright
Rigolet
L'Anse-au-Loup
Forteau
Red Bay
L'Anse-au-Clair
Pinware
West St. Modeste
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
William's Harbour
Norman's Bay
Lodge Bay
Black Tickle
Paradise River
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet

This leave will only be utilized when the employee is delayed from returning to the community due to an interruption in transportation service.

ARTICLE 6

PROTECTIVE CLOTHING

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

ARTICLE 7

RELOCATION EXPENSES

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

ARTICLE 8

EXISTING GREATER BENEFITS

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

ARTICLE 9

DEFINITIONS

9.1 "Dependent" - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.

MEMORANDUM OF UNDERSTANDING**RE: Nurses Committee**

The parties acknowledge that the Newfoundland and Labrador Nurses' Union (NLNU) have indicated that they have issues of concern unique to Nurses who live and work in Labrador and that the NLNU will attempt to address these concerns through a committee which will be established subsequent to these negotiations.

RE: Application of the Labrador Benefits Agreement

The Employer agrees that the application of Article 4, Travel Allowance, specifically Subsection 4.2(a), will not result in a benefit reduction for employees who would have received a lesser amount under the new agreement than they did under the previous agreement, for the April 1999 application of this Article only.

It is also acknowledged that the application of this agreement will include temporary, part-time and seasonal employees who worked during the period April 1, 1998 to March 31, 1999.

Dave Reynolds
Chief Negotiator for the Labrador
Benefits Agreement

Brian Miller
On behalf of Treasury Board

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

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland by the Honourable Anna Thistle, President of Treasury Board, in the presence of the witness hereto subscribing:

Witness

Minister of Treasury Board

SIGNED on behalf of the College of the North Atlantic

Witness

SIGNED on behalf of The Newfoundland and Labrador Health and Community Services Association

Witness

SIGNED on behalf of the Newfoundland and Labrador Housing Corporation

Witness

SIGNED on behalf of the Newfoundland and Labrador School Boards' Association

Witness

SIGNED on behalf of the Newfoundland Liquor Corporation

Witness

SIGNED on behalf of the Association of Allied Health Professionals

Witness

SIGNED on behalf of the Canadian Union of Public Employees

Witness

SIGNED on behalf of the Newfoundland and Labrador Nurses' Union

Witness

SIGNED on the Newfoundland and Labrador Teachers' Association

Witness

SIGNED on behalf of the Royal Newfoundland Constabulary Association

Witness

SIGNED on behalf of the Newfoundland & Labrador Association of Public and Private Employees

Witness

SCHEDULE "H"

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

MEMORANDUM OF UNDERSTANDING

YOUNG MEDIATION REPORT

Recommendations for Settlement

HOURS OF WORK

1. Both parties recognize that the issues surrounding “hours of work” are crucial to the long-term labour relations environment within the School Boards. “Hours of work” issues impact directly on the income, morale and the self-esteem of Support Workers. They also impact directly on the ability of management to structure their organizations effectively to meet the challenges of declining enrollment and fiscal restraint.
2. Both parties agree, given the recent history related to “hours of work” issues, that an environment of goodwill, teamwork and trust must be restored during the term of this current Agreement and for the long-term. The parties commit to use their very best efforts to bring about such an environment of teamwork.
3. Both parties agree that each School District will set up a “consultative” Committee structure to review, assess and jointly consult with respect to funding, school closures and all operational issues as they relate to “hours of work”. The Committees shall be comprised of two members appointed by the Director of Education and two members appointed by the Bargaining Unit. In particular, the Committees will discuss the rationale for any reduction in “hours of work”, regardless of the cause.
4. Both parties commit to making the consultation process on “hours of work” as open and frank as possible with a view to the Committees’ deliberations having a meaningful impact on “hours of work” issues. For the duration of this agreement, however, should either party deem it necessary, a Mediation Officer from the Department of Labour could be requested to help facilitate Committee deliberations.
5. The employer agrees that NAPE will be a member of the Study Group on the “Hours of Work” for secretarial services and janitors/maintenance services as recommended by the recent Williams-Sparkes Panel Report. The Study should be complete by March 31, 2002. [Mediator’s Note: The results of this Study are crucial to the long-term resolution of the issue of job security for Support Workers. Its findings and recommendations will, no doubt, lay the foundation for a long-term cure to the issues which have plagued the current round of negotiations.]
6. The employer further agrees to notify support staff of pending changes in positions in the same manner and timeline, as is currently the practice for teaching positions. The current practice of the May 7th deadline for any changes in teaching positions and the commensurate guarantee of employment for the next school year will be extended to all support staff.
7. The employer agrees that (i) the reduction of “62.5 “hours of work”” previously implemented effective September 1, 2001, will be restored in the districts in which they were eliminated. It is further agreed that the Committees, outlined in (3) above, will meet to determine the most acceptable method of restoring those hours. [Mediator’s Note: It is important that the restoration of hours be utilized as a testing ground for the Committees. It is desirable, however, that wherever feasible, the hours be restored directly to the individuals from whom they were eliminated.]
8. The employer agrees that the “hours of work” will not be reduced between September 2001 and June 2003 except in the case of (i) school closures; (ii) decline in enrollment; or (iii) property damage.
9. Both parties recognize that (7) and (8) above are agreed in the context of laying the groundwork for improved labour relations, as specifically outlined in (1) and (2) above.

PAST PRACTICE

10. All parties agree that during the thirty (30) day period, immediately following the date of signing of this Agreement, should it be brought to the attention of the present employer, in writing, that an existing benefit has been discontinued as a result of these negotiations or this collective agreement that within fourteen (14) calendar days of receiving written notification, the present employer and representative Union agree to discuss the implication of such benefit and to determine if the affected employee should be grand-parented for said benefit or any other arrangement that the parties at the time may agree upon.

SUITABILITY

11. All parties agree there should be no reference to suitability in the current Agreement with regard to promotions and staff changes. Therefore, when a vacancy occurs or a new position is created within the bargaining unit, applicants shall be given preference on a seniority basis provided the applicant is "qualified and able" to meet the requirements of the new position.

MEMORANDUM OF UNDERSTANDING - 2001**AGREEMENT ON
PENSIONS**

The Parties agree to the following:

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

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

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

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

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

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

3. The parties agrees to implement joint trusteeship by January 1, 2003. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship.

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

4. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.

MEMORANDUM OF UNDERSTANDING - 2001**CLASSIFICATION PLAN**

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

The new plan would be implemented on April 1, 2004. Any wage adjustments and the timing of such adjustments necessary for implementation are to be included in negotiations for the next collective agreement.

The current appeal mechanism will remain in place.

HEALTH INSURANCE

There was agreement on extending benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria to be amended as follows:

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

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.

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

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

APPENDIX “A”

REFERS TO PROVISIONS OF THE PREVIOUS SCHOOL DISTRICT COLLECTIVE AGREEMENTS WHICH ARE APPLICABLE IN THIS MASTER AGREEMENT AND GRANDPARENTED ONLY FOR EMPLOYEES WHO WERE COVERED BY THOSE AGREEMENTS IMMEDIATELY PRIOR TO THE DATE OF SIGNING OF THIS MASTER AGREEMENT.

(Note: Grand-parented provisions for District # 4 and 1 where applicable, will apply to employees of District # 11.

Labrador School District # 1

ARTICLE 2 RECOGNITION OF THE BARGAINING UNIT

2:01 Bargaining Unit

The Employer recognizes the Association as its sole and exclusive bargaining agent for all classes of employees (Schedule A, s listed below from District # 1 the Collective Agreement which expired March 31st. 2001).

SCHEDULE "A"

SCHOOL BOARD TITLE

TREASURY BOARD CLASSIFICATION

Bus Driver	Equipment Operator 11
Computer Technology Technician	Computer Support Specialist
Caretaker I	Utility 11
Caretaker II	Utility 11
Maintenance I	Maintenance Repair 11
Maintenance II	Maintenance Repair 11
Accounting Clerk	Accounting Clerk 1
School Secretary	Clerk Typist 111
Library Clerk	Library Technician 1
Payroll Clerk	Payroll Clerk 11
Maintenance Repair/Caretaker	Maintenance Repair 11
Bus Mechanic	Heavy Equipment Mechanic
Translator	Clerk Typist 111
Curriculum Worker	Administrator Officer 1
Bus Foreperson	

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

2.03 (e) Extra Curricular Runs

With the exception of the current practice of charters from Labrador West to Churchill Falls which shall continue for the term of this agreement the following shall apply:

2.03 (e) (i) Bus drivers are required to drive on all charters that commence within the school day.

The wage rate paid to drivers who are required to drive on charters that commence within the school day and extend beyond the normal driving hours shall be as follows:

A driver will receive the regular rate up to 8 hours on a given day and will receive overtime at a rate of time and one half for all hours worked over 8 hours, provided they return on that same day.

(ii) Bus drivers wishing to participate in bus chartering to schools outside normal school hours and to outside groups must inform the Supervisor of Pupil Transportation at the beginning of each school year of their desire to do so. Drivers indicating that they will participate in such charters must be willing to accept school sponsored charters as well as outside group charters.

The wage rate paid to drivers who participate in charters to outside groups (i.e. not school sponsored charters) will be at the regular rate for 8 hours per day and overtime rate for hours in excess of 8 hours per day or in excess of 40 hours per week

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.08 Transfers and Demotions

Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting on compassionate or medical grounds to permanent employees who have completed their probationary period.

ARTICLE 19 HOURS OF WORK

19.01 (a) The regular hours of work for board office staff and school secretaries, library technician, curriculum worker and computer technicians, shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday, exclusive of meal breaks.

The regular hours of work for the Bus Driver/Foreman of Busing shall be nine (9) hours per day, 45 hours per week, Monday to Friday from October 1 to May 31; and eight (8) hours per day, 40 hours per week from June 1 to September 30.

The regular hours of work for school maintenance, janitorial staff, mechanics and bus drivers shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday, exclusive of meal breaks.

(b) Hours of Work for Native Teachers

(i) For salary purposes, the length of the school year shall be one hundred and ninety (190)

teaching days comprised of one hundred and eight-five (185) actual teaching days, three paid holidays and two non-teaching days to be specified by the board during the school year for administration purposes.

(ii) Every effort shall be made to ensure that the workload is distributed in a fair and equitable manner.

(iii) Arrangements will be made so that each Native Teacher shall have time free from assigned duties in order to have lunch.

(iv) The length of the school day shall be determined for Native Teachers by the School Act and the By-Laws of the Labrador School Board.

(c) The intent of Article 19 is simply to establish maximum regular hours of work possible either on 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 in Article 19.

(d) It is not the intent of the Employer to encourage and promote the use of split shifts, however, in accordance with past practice circumstance may dictate the continuation of the current method and philosophy of operation with respect to split shifts.

ARTICLE 22 HOLIDAYS

22.03 Compensation for Holidays when Schools are Open

Except where current employees are receiving a greater benefit in their current Collective Agreement, it is understood that the greater benefit applies to those employees who currently enjoy that benefit as long as they remain in that former bargaining unit.

Where schools are open on the day of the holiday designated in Clause 22.01(Clause 10.01 of the Master Agreement) and an employee is required to work, an alternate day will be provided or the Employer may pay one (1) days regular pay in lieu. The day so affected will be set at the time each school year calendar is determined.

LABRADOR SCHOOL BOARD

Compensation for Work on Paid Holidays, Article 17.06 of the former Labrador East Integrated School Board NAPE Contract "If an employee is required to work on a paid holiday as listed in Clause

18.01, he shall be paid in addition to his regular pay time and one-half (1 ½) for each hour worked”, and as per 22.03(d) of Appendix “A” Labrador School Board Articles.

Barbara Crawford	Dora Reeves
Tom Carroll	Martha Compton
Dianne Budgell	Clayton Powell
Barbara Pardy	Clara Myers
Millie Nochasak	Roger Shiwak
Wendy Pottle	Karrie Obed
Julianna Flowers	Christine Evans
Selma Carroll	Levi R. Nochasak
Sarah Townley	Mary Andersen
Kevin Carroll	Amalia Nochasak
Tabea Murphy	Jim Andersen
Gertie Michelin	Lester Pottle
Katie Haye	Anita Burdett
Nellie Chaulk	David Sam Aggek
Sabina Lidd	Doris Flowers
Ann Cooper	Ellen Adams
Joyce Andersen	Boas Millie
Rosie Piercey	Sheila McLean

ARTICLE 27
LEAVE OF ABSENCE

27.04 An employee may be granted, at the discretion of the school board additional leave with pay,

not to exceed three (3) days in the aggregate in the school year, for any reason deemed valid by the school board.

LETTER OF INTENT

RE: LABOR DAY BENEFIT

This will confirm our understanding that for the term of this agreement, only the Bus Drivers listed below will be grand-parented for the Labor Day benefit, (paid for this day) for as long as they remain in employ of the School Board as a Bus Driver.

Employees – Labrador School Board

Woodrow Cutler	Herbert Davis	Helen Dobbin	Margaret Dobbin
Joanne Fahey	Pauline Follett	Wanda Hiscock	Violet Humby
Sharon King	Zenon Misson	Guy Pickett	Sandra Reid
Jean-Ann Thornhill	Karen Williams	Howard Pickett	

LETTER OF INTENT

RE: LABRADOR WEST TRAVEL BENEFIT

This is to confirm that all employees listed are grand-parented for the Labrador West Travel Benefit as per the previous Labrador School Board/NAPE Collective Agreement. Full- time employees listed will receive the full benefit. Part time employees listed with 5 hours or greater for the

If any of the listed employees' hours are reduced to less than 5 hours for the school year the benefit will apply on a pro-rated basis. Should the hours of these individuals subsequently increase to 5 hours or greater they will qualify for the benefit.

RE: Labrador West Travel

For the purpose of Article 23:14 (g) (i), the following is a list of Permanent Employees of Labrador West who were hired prior to March 13, 2000, including persons who were on approved leave.

Employees - Labrador School Board

Kevin Buckley	Caroline Button	Eileen Chambers	Sandra Clarke
Brent Coish	Hilda Côté	Roger Cull	Woodrow Cutler
Patrick Dalton	Hubert Davis	Helen Dobbin	Margaret Dobbin
Maxine Drover	Shirley Dumaresque	Marjorie Efford	Joanne Fahey
Pauline Follett	Pauline Freake	Jeff Gibbons	Marg Haskell
Judy Keefe	Susan Kennedy	Sharon King	Julia Lynch
Linda Martin	Zenon Misson	Pam Neary	Theresa Norris
Eldon Oxford	Guy Pickett	Howard Pickett	Barbara Pinsent
Eileen Randell	Sandra Reid	Karen Stagg	Olive Stratton
Suzanne Thibeault	Jean-Ann Thornhill	Jane Walsh	Lillian Watkins
Wanda Hiscock	Violet Humby		

Employees - Conseil scolaire francophone provincial de Terre-Neuve et du Labrador

Lucille Bell Muriel Malouin

Cormack Trail School District # 4

ARTICLE 2 RECOGNITION

2:01 Bargaining Unit

The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees, save and except Teachers, Director, Assistant Directors, Comptroller, Plant Maintenance Supervisor, Executive Secretary, Administrative Assistant, Internal Auditor/Transportation Supervisor, Executive Assistant, Personnel Officer, Human Resources Manager, and members of other bargaining units.

2.03 (b) Persons whose jobs are not in the bargaining unit shall not perform work performed by members of the bargaining unit. Notwithstanding the above, for special functions and entertainment sponsored by the school or organizations, groups associated with the school, community or private groups using the facilities of the Employer, the groups concerned may perform work of the bargaining unit with respect to and only in connection with those aspects of the facilities used by the group or they may hire members of the bargaining unit to perform such services.

It is especially understood and agreed that the servicing of the group and facilities used by such a group shall not reduce the normal hours of work, pay or benefits of any member of the bargaining unit and shall not increase the regular workload of members of the bargaining unit. Employees shall not assume any liability for loss of materials or damages caused to the Employer's premises by such groups or individuals. Employees within the bargaining unit who are employed by these groups outside the normal working hours will not be considered as employees of the Board for the purpose of benefits under this Agreement, other than insurance and accidental benefits.

No corresponding Clause

ARTICLE 3 DEFINITIONS

(kk) "Vacancy" means any opening which is either permanent, part-time, seasonal, or temporary which is more than six (6) weeks duration.

ARTICLE 13 SENIORITY

13.05 (c) Loss of Seniority

He/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible. Employees will suffer no loss of seniority for refusing recall into a lower paying position or to a different position than the one he/she was laid off from or to a position in a work location more than ten (10) kilometers from his/her home.

**ARTICLE 14
PROMOTION AND STAFF CHANGES**

14.04 Role of seniority in Promotion and Transfers

Add to the current 23.03 the following sentence:

“Appointments from within the bargaining unit shall be made within four (4) weeks of posting.”

14.07 Training Courses

The Employer shall bulletin any training courses and experimental programs, for which employees may be selected for a period of five (5) days to afford all interested employees an opportunity to apply for such training.

**ARTICLE 19
HOURS OF WORK**

- 19:01 (a) The regular hours of work for full-time employees, other than clerical staff, shall be eight (8) hours per day.
- (b) The regular hours of work for full-time clerical staff shall be seven (7) hours per day.
- (c) The regular days of work shall be Monday to Friday.
- (d) There shall be no split shifts, unless mutually agreed between the employee and the Employer.
- (e) The intent of Clause 19:01 (a), (b), & (c) is simply to establish the maximum number of hours of work possible for overtime entitlement under the provisions of Article 20 – Overtime.

**ARTICLE 22
HOLIDAYS****22:04 Compensation for Work on a Paid Holiday**

An employee required to work on a paid holiday shall be paid at the rate of time and one-half (1 1/2) for the hours worked, in addition to the holiday pay. Time off in lieu of payment may be taken where requested by the employee and where mutually agreed.

St. George's Day and St. Patrick's Day are recognized as floating days to be taken at other times when schools are closed or where employees may require time off for special occasions. Where employees are denied leave or operational requirements do not permit an employee time off, the employee shall be paid one-day's regular pay in lieu of time off, except for employees who are currently covered by the Port aux Basques Agreement at the time of signing of this agreement as listed in the back of this Agreement, who shall receive time and one-half.

22:05 Compensation for Paid Holidays Falling on Scheduled Day Off

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

If an employee is required to work on a scheduled holiday during which school is closed, he/she shall receive pay at time and one half for all hours worked, plus either his/her regular rate of pay for time worked or comparable time off with pay, except for employees who are covered under the Appalachia Agreement at the time of signing of this Agreement as listed in the back, who will receive in addition to the above another hour off with pay at straight time for every hour worked.

LETTER OF INTENT

RE: ARTICLE 22 PAID HOLIDAYS

22:04 Permanent Employees of the former Port aux Basques School Board are:

Keith LeMoine	Randy Osmond
Maggie Seymour	Michelle Wagg
Minter Walters	Wilma Lee Taylor
Donna Hancock	Wanda Stone
Clarence Hardy	Bob Richards
Joyce Young	Eileen Chant
Debbie Moss	Richard Cake
Kenneth Savoury	Brenda Skinner
Norman Chaulk	
Linda Farrell	
Jerome Osmond	
Kenneth Lawrence	
Anne Hardy	
Tony Greene	

LETTER OF INTENT**RE: ARTICLE 22 – PAID HOLIDAYS**

22:05 Permanent Employees of the former Appalachia School Board are:

James McInnis	Bertha Rioux
Michael Young	Vance Greene
Patricia Gosse	Clarence White (Jr.)
Philomena Kendall	Roddy Brennan
Mary Alexander-Xing	Alex Skinner
Theresa Duffenais	Sandy Caines
Hilary Marche	Majella LaCosta
Arnold Benoit	Gloria Ballett
Lucy Gillis	Elouise Gilbert
Patrick Walsh	Patricia Perrier
Gladys Smith	Peggy Hynes
Brenda Young	Roselee Legge
Beverly Young	Elizabeth Doucette
Curtis Foote	William Oliver
Donna Sheppard	Sandra McIntosh
Cindy McCarthy	Michael Benoit
Blanche Chambers	Gerard Ryan
Rebecca LeCoure	Mary McCann
Annette Downey	Mary Ann Perrier
Aiden Bennett	Deborah Gale
Joanne Miles	
Lavern Alexander	
Gertrude O'Quinn	
Wayne Alexander	
Mary Alexander-Bd	
David Burton	
Anthony Hynes	
Joseph Lee	
Michael Samms	

**ARTICLE 22
HOLIDAYS**

22.06 All Employees, save and except employees on layoff, shall be entitled to the holidays listed in Clause 22.01 (Master Clause 10.01(a)) with pay provided that the employee has worked his/her last scheduled working day prior to, or his/her next scheduled working day following 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 not be considered to be on layoff for the purpose of this Agreement.

**ARTICLE 23
ANNUAL LEAVE**

23:01 (a) For the purpose of this Article, it is agreed that no employee receives less annual leave time than their current entitlement, or entitlement by June 30, 2001. Subsequent leave entitlement will be in accordance with 23:01 (b).

(b) All other employees will receive the following:

0 – 8	15 days
Over 8 > 16	20 days
Over 16	25 days

**PERMANENT
EMPLOYEES**

James McInnis	Joanne Miles	Ricky MacDonald	Joyce Young	Michelle Walters	Jerry Dove
Harold Marsden	Lavern Alexander	Peggy Hynes	Debbie Moss	Wilma Lee Taylor	John Doyle
Delores Barter	Laura Kendall	Elouise Gilbert	James Billard	Bertha Rioux	Christina Godin
Michael Young	Jerome Osmond	Arthur Bottineau	Gladys Smith	Wanda Stone	Shawn Duffenais
Keith Lemoine	Marion Menchenton	Roselee Legge	Brenda Young	Vance Green	Tonya Harvey
Patricia Gosse	Gertrude O'Quinn	Elizabeth Doucette	Beverley Young	Roddy Brennan	Linda Durnford
Harry Jenkins	Kenneth Lawrence	William Oliver	Curtis Foote	Bob Richards	Patsy Herritt
Philomena Kendall	Anne Hardy	Michael Benoit	Joanne Durnford	Clarence White	Jennifer Bernier
Mary Alexander (sec)	Wayne Alexander	Deborah Gale	Rowena Marsden	Brenda Skinner

Annette
 Downey
 Theresa Tony Greene Brenda Donna Richard Cake Lucy Lushman
 Duffenais McFatrige Sheppard
 Arnold Benoit Mary Alexander Elwyn Cindy Alex Skinner Patricia
 (BO) Roberts McCarthy Perrier
 Maggie Randy Osmond Gerard Ryan Kenneth Sandy Caines Patrick Walsh
 Seymour Savoury
 Hiliary Aiden Bennett Mary McCann Norman ChaulkMajella
 Marche Lacosta
 Minter David Burton Marvin Linda FarrellEileen Chant
 Walters Rossiter
 Donna HancockAnthony Hynes Annie Rose Blanche Aundrey
 Chambers Harnum
 Mary Lucy Joseph Lee Elizabeth Florence HareSandra
 Gillis McKay Billard
 Clarence Michael Samms Valetta SmithRebecca Gloria
 Hardy Lecoure Ballett

**TEMPORARY EMPLOYEES TEMPORARY EMPLOYEES
 SERVING PROBATIONARY**

Donald Rideout	Christoher Zelau
Roland Organ	Junior Billard
Gorden Farrell	Robert Shave
Ronald Cornect	Don Marche
Sheila Billard	Clyde Cluett
Donald Gosse	Joyce Felix
Mercedes Skinner	Joe Keating
Warren Baggs	Gary Greene
Elias Osmond	Diane Ingram
Cletus Janes	SidneyYoung
Darren Aucoin	Susan Clarke
Joe Doucette	Claude Hillier
Glenn Peterson	Arthur Perrier
Wayne White	Edwin Ball
Bernard Brake	Susanna Barter
Murray Strickland	Jerome Benoit
**Norma Young	Paulette Strickland
Mary Baggs	Justin Organ
Cara Gaulton	Thomas Rouzes
Sharon Durnford	Wanda Leprieur
James Buffett	

**ARTICLE 27
 INCAPACIATED WORKER PROVISION**

27.02 Older Worker Provision

An employee who, through advancing years or temporary disablement, who is not pensionable and is unable to perform his/her regular duties will be employed in some other work which he/she can do, and provided also 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.

**ARTICLE 32
PROTECTIVE CLOTHING AND EQUIPMENT**

32.01(a) Unless present employees currently receive a better benefit, all permanent caretakers and maintenance employees shall be entitled to a clothing allowance of one hundred and thirty (\$130.00) dollars to be paid once annually. Employees currently receiving a better benefit will be stated in a letter appended to this Agreement. Employees will have the option of receiving the \$130.00 or the current benefit. Grand-parented benefits will continue until this Agreement is replaced by a new Collective Agreement or as long as the employee remains in his/her current position, whichever occurs first

Skinner, Brenda	Burton, David	Billard, James	Walsh, Patrick
McFatrige, Brenda	MacInnis, James	MacDonald, Ricky	Oliver, William
Hardy, Clarence	Young, Michael	Harnum, Audrey	PatsyGosse
Chaulk, Norman	Alexander, Lavern	Billard, Sandra	Patricia Perrier
LeMoine, Keith	Smith, Gladys	Marsden, Harold	
Savoury, Kenneth	Alexander, Wayne	Lushman, Lucy	
Walters, Minter	Bennett, Aiden	Roberts, Elwin	
Seymour, Maggie	Ballett, Gloria	Green, Vance	
Hardy, Anne	Lee, Joseph	Lacosta, Majella	
Farrell, Linda	Gilbert, Elouise	Downey, Annette	
Bottineau, Arthur	Legge, Rosalie	McCann, Mary	
Lawrence, Kenneth	Benoit, Arnold	Durnford, Joanne	
Osmond, Jerome	White, Clarence	Marsden, Rowena	
Cake, Richard	Doucette, Elizabeth	Rossiter, Marvin	
Chant, Eileen	Samms, Wally	Smith, Valetta	
Marche, Hilary	Skinner, Alex	Richards, Robert	
Duffenais, Theresa	Brennan, Roderick	Hynes, Anthony	

LETTER OF INTENT

RE: ARTICLE 32 – PROTECTIVE CLOTHING

32.01 Former Western Integrated School Board:

Harry Jenkins has protective clothes replaced as needed

LETTER OF INTENT

RE: ARTICLE 25.11

This is to verify that the only employees affected by this Article, Payment of Sick Leave Credits, are

LETTER OF INTENT

RE: PALL BEARER LEAVE

This is to certify that Delores Barter and Harry Jenkins are able to avail of ½ day leave to attend a funeral as a pallbearer.

LETTER OF INTENT

RE: FIVE (5) HOUR SCHOOL SECRETARY

It is our Understanding that the five (5) hour school secretaries will continue to be considered full-time; however, for overtime purposes they will not be entitled to overtime premiums until they have worked seven (7) hours per day, thirty-five (35) hours per week.

Baie Verte/Central/Connaigre School District # 5

**ARTICLE 2
DEFINITIONS**

2.01(s) "Schedule" means in writing and posted in an accessible place to all employees.

**ARTICLE 3
RECOGNITION**

3:01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for the classes of employees as listed in Schedule A (as listed below for District # 5 of the Collective Agreement which expired March 31st. 2001).

SCHEDULE "A"

Baie Verte/Central/Connaigre School Board Job Title	Equivalent Government Classification	New School Boa rd Level
Accounting Clerk 1	Accounting Clerk II Spec. No. 0206	SB-23
Word Processing Equipment Operator	Word Processing Equipment Operator I Spec. No. 0118	

NAPE/SCHOOL BOARD SUPPORT STAFF		(Page 99)	<date>
SB-18			
School Secretary (Basic)	Clerk Typist 11	Spec. No. 0021	SB-16
School Secretary (Computer)	Word Processing Equipment Operator 1	Spec. No. 0018	SB-18
Computer (Technician)	Computer Support Technician	Spec. No. 0899	SB-28
Mechanic	Auto Mechanic	Spec. No. 8207	SB-23
Bus Driver/Mechanic	Auto Mechanic	Spec. No. 8207	SB-23
Bus Drive/Mechanic	Heavy Equipment Mechanic	Spec. No. 8216	SB-24
Bus Driver/Mechanic/Bodyman	Auto Mechanic	Spec. No. 8207	SB-23
Bus Driver	Equipment Operator 11	Spec. No. 8005	SB-18
Bus Driver/Foreman	Equipment Operator 11	Spec. No. 8006	SB-18 (+ \$3.57/bus/wk)
Bus Driver/Mechanic Helper	Equipment Operator 11	Spec. No. 8006	SB-18
Bus Driver/Maintenance 1	Equipment Operator 11	Spec. No. 8006	SB-18
Bus Driver/Maintenance 11 (Foreman)	Maintenance Repairman II	Spec. No. 8106	SB-22 (+\$3.57/bus/wk)
Bus Driver/Caretaker	Equipment Operator II	Spec. No. 8006	SB-18
Maintenance Repairman 1	Maintenance Repairman 1	Spec. No. 8105	SB-18
Maintenance Repairman 11	Carpenter II	Spec. No. 8146	SB-24
Caretaker 1	Utility Worker II	Spec. No. 8101	SB-17
Caretaker 11	Maintenance Repairman 1	Spec. No. 8105	SB-18

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

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

(f) Where Board run buses are to be engaged by special interest groups, the bus driver shall be given the opportunity to perform the run.

(g) Extra Curricular Runs

Runs for outside activities are not considered part of the normal bargaining unit work; however, bus drivers will be considered as employees while driving school buses on authorized school business other than regular school runs included in the regular hours. Those runs for outside activities will not be considered overtime, but will be based on the applicable straight time rate.

ARTICLE 6 HOURS OF WORK AND WORK SCHEDULE

6.01 (a) The regular hours of work for the following classifications shall be seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday:

- (i) Payroll Clerk I
- (ii) Accounts Clerk I
- (iii) Accounts Clerk II
- (iv) Clerk Typist II
- (v) Clerk III
- (vi) Library Technician I
- (vii) WPEO I

(b) The regular hours of work for the following classification shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday:

- (i) Utility Worker II
- (ii) Maintenance Repairman I
 - (iii) Maintenance Repairman II
- (iv) Computer Support Technician
 - (v) Heavy Equipment Mechanic
 - (vi) Auto Mechanic
 - (viii) Equipment Operator II
 - (ix) Electrician I
 - (x) Equipment Operator II/Mechanic Helper

(c) The regular hours of work for the following classifications shall be forty-five (45) hours per week, nine (9) hours per day, Monday through Friday:

- (i) Equipment Operator II/Maintenance Repairman I
 - (ii) Equipment Operator I
 - (iii) Equipment Operator II/Maintenance Repairman II
 - (iv) Equipment Operator II/Utility Worker II
 - (v) Carpenter II

(c) The intent of Article 6:01 (a), (b) and (c) is simply to establish maximum regular hours of work possible either on 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 in Article 6:01 (a), (b) and (c).

**ARTICLE 11
PAID BEREAVEMENT LEAVE**

11.01 (d) Bereavement leave will be paid during periods the employee is off on annual leave, sick leave, statutory holidays or family leave.

ARTICLE 18

PROMOTION AND STAFF CHANGES**18.09 Older Worker Provision**

An employee who, through advancing years or temporary disablement, who is not pensionable and is unable to perform his/her regular duties will be employed in some other work which he/she can do, and provided also 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.

**ARTICLE 20
LAYOFF AND RECALL**

20.01 (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore: in the event of layoff, employees shall be laid off in reverse order of seniority.

**ARTICLE 21
TERMINATION OF EMPLOYMENT**

21.06 Upon termination of service an employee shall receive pay for all of his/her earned current and accrued annual leave and holidays.

LETTER OF UNDERSTANDING
RE: UNIFORM AND CLOTHING ALLOWANCE

March 31, 1998,

This will confirm our understanding reached at the negotiating table to grandparent, for the term of this agreement, the uniform and clothing allowance for the following employees:

1. Former Exploits-White Bay Roman Catholic Agreement (Article 31)

Maintenance Man Caretakers

Dan Sacrey, Explotis Valley Zone
John O'Reilly, Norte Dame Academy, Grand Falls/Windsor
Neil Hurley, Norte Dame Academy, Grand Falls/Windsor
Mary Barry, St. Francis Xavier, Grand Falls/Windsor
Maurice Sullivan, , St. Francis Xavier, Grand Falls/Windsor
Leo Rideout, St. Michaels High, Grand Falls/Windsor
Brenda Power, St. Michaels High, Grand Falls/Windsor
Kevin Connors, Avoca Collegiate, Badger
Gerald Costello, Leo Burke Academy, Bishop Falls
Lou Hynes, , Leo Burke Academy, Bishop Falls

2. Former Bay d'Espoir Integrated School Board (Article 31)

Caretaker 1

Marlene Augot, St. Stephen's School, Roncontre East
Margaret Mullins, St. Stephen's School, Roncontre East
Beverly Riggs, St. Peter's School, McCallum
Dorothy Vallis, St. Lawrence School, Belleoram

Caretaker 11

Fredrick Rose, Fitzgerald Academy, English Harbour West
William Izzard, Fitzgerald Academy, English Harbour West
Shirley Kendall, Greenwood Academy, Milltown
Gerald Organ, Greenwood Academy, Milltown
Lloyd Loveless, John Watkins Academy, Hermitage
Levi Rose, King Academy, Harbour Breton
Rodney Andrews, Victoria School, Gaultois
Sideny Strowbridge, St. Joseph's Academy, Harbour Breton
Kevin Simms, John Loveless Memorial School, Seal Cove, Fortune Bay

Maintenance Repairman

George Roberts, South Coast Zone-based out of Hermitage

LETTER OF INTENT**RE: LOUISE ANDREWS**

The Baie Verte/Central/Connaigre School Board District # 5 is agreeable to red circle Louise Andrews as the SB 22 wage rate level while she occupies the position of WPEO 1 with the School Board. When the position becomes vacant it will be subject to review by the Classification Division of Treasury Board.

Lewisporte/Gander School District # 6**ARTICLE 3
RECOGNITION**

3.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for the classes of employees as listed in Schedule A (as listed below for District # 6 Collective Agreement which expired March 31st. 2001)

SCHEDULE "A"

Lewisporte Gander School Board	Treasury Board Classification Title	New School Board Level
Job Title		
Payroll Clerk III	Payroll Clerk II	SB-24
Accounting Clerk II	Payroll Clerk II	SB-24
Accounting Clerk II	Accounting Clerk II	SB-23
Budget Accounts Clerk	Accounting Clerk I	SB-19
Accounting Clerk I	Clerk III	SB-19
Receptionist	Clerk Typist II	SB-16
IMC/CITE Clerk	Library Technician I	SB-20
School Secretary	WPEO I	SB-18
Technician/Computer Technician	Computer Support Technician	SB-28
Cabinet Maker Helper	Trades Helper	SB-16
Delivery Person	Equipment Operator I	SB-16
Maintenance Repairman II	Utility Worker II	SB-17
Janitor/Caretaker I	Utility Worker II	SB-17
Fuel Track Driver	Equipment Operator II	SB-18
Bus Driver	Equipment Operator II	SB-18
Bus Driver/Mechanic Helper	Equipment Operator II	SB-18
Bus Driver/Custodian	Equipment Operator II	SB-18
Bus Driver/Custodian	Maintenance Repairman II	SB-22
Bus Driver/Janitor	Equipment Operator II	SB-18
Driver/Foreman	Equipment Operator II	SB-18
Custodian/Caretaker II	Maintenance Repairer I	SB-18
Maintenance Repairman I	Maintenance Repairer II	SB-22
Maintenance Foreman	Maintenance Repairer II	SB-22
Mechanic	Auto Mechanic	SB-23
Bus Driver/Mechanic	Auto Mechanic	SB-23
Lead Mechanic	Heavy Equipment Mechanic	SB-24
Cabinet Maker	Carpenter II	SB-24
Maintenance Repairman II	Electrician I	SB-24

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

(f) Work of the Bargaining Unit

Extra Curricular Runs

- (i) Bus drivers are required to drive on all charters that commence within the school day.

The wage rate paid to drivers who are required to drive on charters that commence within the school day and extend beyond the normal driving hours shall be as follows:

A driver will receive the regular rate up to 8 hours on a given day and will receive overtime at a rate of time and one half for all hours worked over 8 hours, provided they return on that same day.

- (ii) Bus drivers wishing to participate in bus chartering to schools outside normal school hours and to outside groups must inform the Supervisor of Pupil Transportation at the beginning of each school year of their desire to do so. Drivers indicating that they will participate in such charters must be willing to accept school sponsored charters as well as outside group charters.

The wage rate paid to drivers who participate in charters to outside groups (i.e. not school sponsored charters) will be at the regular rate for 8 hours per day and overtime rate for hours in excess of 8 hours per day or in excess of 40 hours per week.

The wage rates paid to drivers who participate in school sponsored charters that take place outside normal school hours will be paid at the regular hourly rate. Drivers will be reimbursed for meals as per the government scale. Hotel accommodations will be paid by the school.

- (iii) The Employer agrees that, where practical, overtime shall be shared on an equitable basis among readily available bus drivers who normally perform that work on a regular basis within each of the geographic areas.

**ARTICLE 6
HOURS OF WORK AND WORK SCHEDULE**

6.01 (a) The regular hours of work for the following classifications shall be seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday:

- (i) Payroll Clerk II
- (ii) Accounts Clerk I
- (iii) Accounts Clerk II
- (iv) Clerk Typist II

(v) Clerk III

(vi) Library Technician I

(vii) WPEO I

(b) The regular hours of work for the following classification shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday:

(i) Utility Worker II

(ii) Maintenance Repairman I

(iii) Maintenance Repairman II

(iv) Computer Support Technician

(v) Heavy Equipment Mechanic

(vii) Auto Mechanic

(viii) Equipment Operator II

(ix) Electrician I

(x) Equipment Operator II/Mechanic Helper

(c) The regular hours of work for the following classifications shall be forty-five (45) hours per week, nine (9) hours per day, Monday through Friday:

(i) Equipment Operator II/Maintenance Repairman I

(ii) Equipment Operator I

(iii) Equipment Operator II/Maintenance Repairman II

(iv) Equipment Operator II/Utility Worker II

(v) Carpenter II

(d) The intent of Article 6:01 (a), (b) and (c) is simply to establish maximum regular hours of work possible either on 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 in Article 6:01 (a), (b) and (c).

ARTICLE 18 PROMOTION AND STAFF CHANGES

18.09 Older Worker Provision

An employee who, through advancing years or temporary disablement, who is not pensionable and is unable to perform his/her regular duties will be employed in some other work which he/she can do, and provided also 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

**ARTICLE 20
LAYOFF AND RECALL**

20.01 (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore: in the event of layoff, employees shall be laid off in reverse order of seniority.

**ARTICLE 21
TERMINATION OF EMPLOYMENT**

21.06 Upon termination of service an employee shall receive pay for all of his/her earned current and accrued annual leave and holidays.

LETTER OF INTENT**RE: WADE AND RON JENKINS**

April 18, 2001,

As a settlement to the above grievances, the Employer submits the following:

The position of Auto Mechanic requires a journeyman's certificate. The Employer will require Mr. Ings to have a journeyman's certificate in Auto Mechanics. The Employer requires Mr. Ings to enrol in a recognized refresher course from the College of the North Atlantic (Gander Campus) or another recognized institution approved by the Employer. This will require a course of study followed by the successful completion of an examination. While undergoing such course of study, Mr. Ings will be paid at the Mechanics rate for the regular equivalent hours he would have received had he been working as a Mechanic in the garage. Mr. Ings will also be reimbursed tuition. Upon successful completion of the refresher course, Mr. Ings will be placed in a Mechanic's position replacing a junior employee in accordance with Article 20, Clause 20.05 of the Collective Agreement.

On the issue of Mr. Ron Jenkins, it is the position of the Employer that Mr. Jenkins be paid as a Maintenance Repairman 11 for his actual hours of work for as long as Mr. Clyde Hillier continues to fill the position of Maintenance Repairman 11 with this School Board. In addition, Mr. Jenkins will receive a lump sum payment of \$3,500.00

The Employer agrees that the effective date of implementation of all the above shall be April 1, 2001.

It is understood that all other outstanding grievances with this Board will be processed in accordance with the arrangements that were agreed to with Mr. Randell Mercer and Ms. Carolann Hart.

Vista School District # 8

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Association as the sole collective bargaining agent for all classes of employees listed in Schedule A (as listed below for District # 8 Collective Agreement expired March 31st. 2001).

SCHEDULE A

CLASSIFICATION	SCHOOL BOARD	JULY 1/97	JAN 1/98	Apr 1/98	June 1/99
Payroll Clk II	SB24	\$13.57	\$13.84 + (64¢ pay equity)	\$13.84 +(80¢ pay equity)	\$14.12 + (80¢ pay equity)
Bus Driver	SB18	\$11.63	\$11.86	\$11.86	\$12.10
Caretaker II	SB17	\$11.48	\$11.70	\$11.86 (SB 18)	\$12.10
Clerk III	SB19	\$11.89	\$12.13 + (57¢ pay equity)	\$12.13 + (72¢ pay equity)	\$12.37 +(.72¢ pay equity)
***Clerk Steno III	SB21	\$12.44	\$12.69 + (86¢ pay equity)	\$12.69+(\$1.08 pay equity)	\$12.94+(\$1.08 pay equity)
Maint. Foreman		\$13.74	\$14.01	\$14.01	\$14.29
Maint. Repair I	SB18	\$11.63	\$11.86	\$11.86	\$12.10
Maint Repair II	SB22	\$12.74	\$12.99	\$12.99	\$13.25
*WP Equip OP I	SB18	\$11.67	\$11.86 + (76¢ pay equity)	\$11.86 + (95¢ pay equity)	\$12.10 + (95¢ pay equity)
***WP Equip OP II	SB20	\$12.19	\$12.43 + (76¢pay equity)	\$12.43 + (95¢pay equity)	\$12.68 +(95¢ pay equity)
Electronic Tech	SB28	\$15.74	\$16.05	\$16.05	\$16.37
**Exec. Sect HR				\$13.77 (effective Apr 7/98)	\$14.05

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.01 (a) The regular hours of work for Office Staff shall be seven (7) straight time hours per day, thirty-five (35) straight time hours per week, Monday to Friday.

(b) For full time employees summer hours shall be scheduled from Monday following the official school closing to Friday before the official school opening of each year. All office staff shall work from 8:30 a.m. to 4:00 p.m. exclusive of a one (1) hour meal break. All other workers shall work from 8:00 a.m. to 4:30 p.m. exclusive of a one (1) hour meal break. No employee shall be required to work more than five (5) consecutive straight time hours on a daily basis without a meal period.

(c) 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.

8.02 (a) The regular hours of work other than office staff shall be no more than eight (8) hours per day in any twenty-four (24) hour period, forty (40) hours per week, Monday to Friday, except certain full-time Caretaker II's who, because of the size or the are of the school, are required to work for less than eight (8) hours.

(b) On all days in which a part-time employee is required to work, his/her hours of work will not

- 8.03 (b) All time worked by a part-time employee in the excess of equivalent full time hours on a daily or weekly basis shall be considered overtime. Part time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After his/her regularly scheduled hours up to equivalent full time hours, part-time employees shall be paid the sum of fifty cents (50¢) per hour in addition to his/her regular hourly rate.

ARTICLE 9 CALLBACK

9.01 All employees called back to work after completion of their regular shift shall be paid at the applicable overtime rate for the hours actually worked or three (3) hours at the applicable rate whichever is greater, plus mileage at the prevailing Provincial Government rate. This Article does not apply to overtime scheduled in advance. If a person is called back for an extended period (beyond three (3) hours) a meal will be provided.

ARTICLE 11 ANNUAL VACATION

11.13 For those employees who qualify, prior service with the Provincial Government shall be used in calculating annual leave.

ARTICLE 14 BEREAVEMENT LEAVE

14.01 (c) Subject to management approval special leave with pay not exceeding three (3) extra days may be granted in special circumstances.

ARTICLE 29 SEVERENCE PAY

The qualifying period in 29.01 of the Master Agreement will be eight (8) years instead of nine (9) years for the grand-parented employees in District # 8

29.01(c) Any employee, who upon retirement does not qualify for severance pay in accordance with Clause 29:01 shall receive severance pay equal to multiplying their years of service by \$100.00.

LIST OF PERMANENT EMPLOYEES EFFECTIVE MARCH 25, 2002

Office Workers - Central Office

Madeline Cooper
Sandra Fisher
Alice Lambert
Maxine Parsons
Debbie Samson
Valerie Walters

Discovery Collegiate - Clerk Typist III

Angela D. Little
Vicki Pelley

Matthew Elementary - Clerk Typist III

Elaine Samson

Tricentia Academy - Clerk Typist III

Christine Peddle

Heritage Collegiate- Clerk Typist III

Ruby Chatman

Catalina Elementary - Clerk Typist III
Typist III

Cathy Feehan

Clarenville Primary/Resource Centre - Clerk

Carol Ralph

Clarenville Primary/Middle School - Clerk
Typist III

LaDawn Lane

Clarenville High - Clerk Typist III

Danielle Ash
Geraldine Pomroy

St. Mark's School - Clerk Typist III

Maureen Mifflin

Random Island Academy - Clerk Typist III

Sandra Wiseman

Southwest Arm Academy - Clerk Typist III

Madonna Shaw

Anthony Paddon Elementary - Clerk Typist III

Barbara Holloway

Bishop White All-Grade - Clerk Typist III

Barbara Vokey

Balbo Elementary - Clerk Typist III

Helen Laite

Swift Current Academy - Clerk Typist III

Colin Skiffington
Agnes Stacey

Central Office - Computer Technicians

Darren Greening
Joanne Keough

Discovery Collegiate - Caretakers

Roy Abbott
Wayne Keel
Gary Spurrell
Rick Carpenter

Matthew Elementary - Caretakers

Ellen Dalton
Wilson White

Tricentia Academy - Caretakers

Tom Ryan
Edmund Slade

Anthony Paddon Elementary - Caretakers

Joan Coffin

Heritage Collegiate - Caretaker

Lawrence Wells

Anthony Paddon/Heritage - Caretaker

Sheila Chaffey

Catalina Elementary - Caretaker

Genevieve Cotter
Max Carpenter

Clareville Primary - Caretaker

Derrick Oake

Clareville Middle - Caretaker

David Piercey
Scott Stringer

Clareville High - Caretaker

Juanita Holloway
Clayton Marsh
Marsha Feltham

St. Mark's School - Caretaker

Rex Ivany
Raymond Maloney

Random Island Academy - Caretakers

Earl George
Rebecca George

Southwest Arm Academy - Caretakers

Judy Martin
Natalie Whalen

Bishop White All-Grade - Caretakers

Eliol Randell
Eliol Randell
Ernest Fowlow

BalboElementary - Caretakers

Gary Bryant
Pearl Snelgrove

Swift Current Academy

Fred Smith

Board Office - Caretaker

Brenda Marsh

Board Office - Maintenance Workers

Gerald Smith
Frank Ralph

Regular Bus Drivers

Melvin Moss
Clyde Soper
Alvin Mason
Grace Pitts
Rod Vardy

Handicap Van Diver

Brenda Marsh

65 PERMANENT EMPLOYEES

LETTER OF INTENT

RE:

The Employer agreed to continue the practice of adding vacation pay for school and maintenance repairmen 1 Employees to bi-weekly cheques.

LETTER OF INTENT

RE: WORKERS' COMPENSATION

September 8, 1998

The Vista School District is prepared to continue the past practice of paying an employee who is on Workers' Compensation the amount he/she is due under the Workers' Compensation Act as long as the Workers Compensation Commission continues to reimburse the Vista School District the amount paid out to the affected employee.

LETTER OF INTENT

RE: WORK ALLOCATION

The present practice with respect to seasonal maintenance employees performing summer maintenance will continue for the term of this Agreement.

Avalon West School District # 9

**ARTICLE 4
RECOGNITION**

4:01 (a) **Bargaining Agent**

The Employer recognises 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". (Schedule "A" and "C" as listed below from Avalon West Collective Agreement expired June 30th 2001)

SCHEDULE "A"

Avalon West School Board Job Title Pay Level	Treasury Board Classification Title	
Maintenance Foreperson	Maintenance Repairer II	SB-22
Maintenance Repairman	Maintenance Repairer I	SB-18
Caretaker Foreperson	Maintenance Repairer I	SB-18
Janitor	Utility Worker II	SB-17
Caretaker	Utility Worker II	SB-17
Office Receptionist	Word Processing Equipment Operator I	SB-22
Receptionist/Secretary	Word Processing Equipment Operator I	SB-22
School Secretary	Word Processing Equipment Operator I	SB-22
Stores Clerk	Clerk Typist III	SB-24
Accounting Clerk	Accounting Clerk I	SB-21
Accounts Payable Clerk	Accounting Clerk I	SB-21
Purchasing/Budgets Clerk	Accounting Clerk I	SB-21
Payroll Clerk	Payroll Clerk II	SB-26

SCHEDULE "C"

CLASSES OF EMPLOYEES EXCLUDED FROM THE BARGAINING UNIT

Administrative Assistants	Supervisor of Pupil Transportation
Assistant Directors of Education	Supervisor of Operations and Maintenance
Comptroller	Supervisors of Information Technology
Computer Technicians	Student Assistants
Confidential Secretaries	Purchasing/Budgeting/Auditing Officers
Contractual Employees	Director of Education
Executive Assistants	Human Resource Administrators
Teachers	Work Term Students
Other employees above the rank of Non-Working Forepersons	
Employees governed by other collective agreements	
4.02 (a) (iv) Janitorial service for school rentals to groups outside normal working hours will not be considered in determining overtime under this agreement.	

**ARTICLE 12
SENIORITY**

The change in calculation of seniority in accordance with the Master Agreement will be the date of signing.

**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)

- (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.

NB: Notwithstanding the provisions of 15.01(a)(i) the maximum hours of work for Board office staff and school secretaries shall continue to be seven (7) hours per day and thirty-five (35) hours per week. This does not amend the provisions of 15.01 (a)(ii).

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.

ARTICLE 19 LEAVE OF ABSENCE

19.04 (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.

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 (Bereavement Leave)

ARTICLE 25

SEVERENCE PAY

25.06 Time while employees are on strike shall not be considered a break in service.

LETTER OF INTENT

RE:ARTICLE 15 HOURS OF WORK ASCENSION COLLEGIATE

It is not the Employers 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 continue.

Conseil Scolaire Francophone District # 11

1. It is agreed that the Collective Agreement between NAPE and The Cormack Trail School District # 4 will be accepted as the Collective Agreement for the employees working on the island portion of the Province and employed with the Conseil scolaire francophone provincial de Terre Neuve et du Labrador.

2. It is agreed that the Collective Agreement between NAPE and Labrador School District # 1 will be accepted as the Collective Agreement for the employees working in Labrador and employed with the Conseil scolaire francophone provincial de Terre Neuve et du Labrador.

LETTER OF UNDERSTANDING MASTER AGREEMENT**Re – Article 2 Definitions 2.01 (s) of Overtime**

The intent of this definition is not to have employees exceed their normal daily hours of work in the classification to which they are assigned before they are eligible for overtime. Fox example: A secretary whose normal hours of work are four (4) hour a day will have to work another four (4) hours a day as a custodial before he/she is eligible for overtime. Conversely a custodian who works four (4) hours a day would be entitled to overtime after working another three (3) hours a day as a secretary before she/he would be eligible for overtime.

LETTER OF INTENT RE: ARTICLE # 34 SAFETY AND HEALTH

Within two months of signing the Agreement a Committee will be to established the purpose of which will be to recommend a communications system for busses.