



**MASTER COLLECTIVE AGREEMENT**

*Between*

**His Majesty the King  
In Right of Newfoundland and Labrador  
(Represented herein by the Treasury Board)**

*And*

**The Newfoundland & Labrador School Boards Association  
Representing the School Districts of:**

**Newfoundland and Labrador English School District  
Conseil scolaire francophone provincial**

*And*

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

**Expiry March 31, 2026**

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
1	Purpose of Agreement .....	1
2	Definitions .....	1
3	Recognition .....	4
4	Management Rights .....	7
5	Association Security .....	8
6	Grievance Procedure .....	8
7	Arbitration .....	11
8	Hours of Work and Overtime .....	13
9	Callback, Standby and Shift Differential .....	16
10	Holidays .....	17
11	Annual Vacation .....	18
12	Sick Leave .....	21
13	Paid Bereavement Leave .....	23
14	Maternity/Adoption/Parental Leave .....	24
15	Family Leave .....	25
16	Family Violence Leave .....	26
17	Education Leave .....	26
18	Jury Duty .....	27
19	Leave of Absence .....	27
20	Unpaid Leave .....	28
21	Travel on Employer's Business – Meal Per Diems	29
22	Seniority .....	30
23	Probation, Discharge, Suspension and Discipline .....	31
24	Promotions and Staff Changes .....	33
25	Layoff, Bumping and Recall .....	35
26	Group Insurance .....	36
27	Pension Plan .....	37
28	Payment of Wages and Allowances .....	37
29	Strikes and Lockouts .....	38
30	Adverse Weather Conditions .....	38
31	Workers' Compensation / Injury on Duty .....	39
32	Labour Management Committee .....	41
33	Safety and Health .....	42
34	Personal Loss .....	42
35	Criminal or Legal Liability .....	42
36	Personal Harassment .....	42
37	Portability .....	43
38	Successor Rights .....	44
39	Legislation and Collective Agreements .....	44
40	Contracting Out .....	44
41	Conseil Scolaire Francophone .....	45
42	Medical Certificate .....	45
43	Protective Clothing, Safety Equipment and Tools .....	45
44	Technology Change and/or New Method of Operation .....	46

<b>Article</b>		<b>Page</b>
45	Copies of the Agreement .....	47
46	Employee Assistance Program .....	47
47	Duration of the Agreement .....	47
48	Apprentices .....	48
49	Classification .....	48
Signing Page		49
Schedule A	Classifications	50
Schedule B	Employees Excluded from Bargaining Unit	53
Schedule C	Pay Grid	54
Schedule D	Salary Implementation Formula	62
Schedule E	Indigenous Teachers' Salaries	63
Schedule F	School Boards	64
Schedule G	Labrador Benefits Agreement	65
Schedule H	Weeks of Pay in Lieu of Notice	77
Schedule I	Summary of Group Insurance Benefits	78
Schedule J	Employee Assistance Program	87
Schedule K	Classification Review and Appeal Process	93
 <u>Memoranda of Understanding</u>		
	Health Insurance	98
	Agreement on Pensions	100
	OPEBs Eligibility	101
	Public Private Partnership (P3) Job Security	103
	Attrition	104
	Kilometer Rate Adjustment Formula	105
	Market Adjustment	106
 <u>Letters</u>		
	Article 8.01 Hours of Work and Overtime	108
	A.12 Sick Leave	109
	Classification Review and Appeal Process Under Schedule K	110
	Joint Trusteeship for Group Insurance	111
	Smart Find	112
	Commitment re: OPEBs	113
	Recruitment and Retention	114
	Remote Work/Telework	115
	Statutory Holiday Replacement	116
	Health Insurance for Temporary Employees	118
	Job Evaluation System	119
	Public Health Emergency	120
	Travel on Employer's Business – Business Insurance	122
	Severance Pay	123
	Appendix A - School Districts	124
	 Transition Agreement	 140

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
30	Adverse Weather Conditions .....	38
11	Annual Vacation .....	18
48	Apprentices .....	48
7	Arbitration .....	11
5	Association Security .....	8
9	Callback, Standby and Shift Differential	16
49	Classifications .....	48
41	Conseil Scolaire Francophone .....	45
40	Contracting Out .....	44
45	Copies of the Agreement .....	47
35	Criminal or Legal Liability .....	42
2	Definitions .....	1
47	Duration of the Agreement .....	47
17	Education Leave .....	26
46	Employee Assistance Program .....	47
15	Family Leave .....	25
16	Family Violence Leave	26
6	Grievance Procedure .....	8
26	Group Insurance .....	36
10	Holidays .....	17
8	Hours of Work and Overtime .....	13
18	Jury Duty .....	27
32	Labour Management Committee .....	41
25	Layoff, Bumping and Recall .....	35
19	Leave of Absence .....	27
39	Legislation and Collective Agreements .....	44
4	Management Rights .....	7
14	Maternity/Adoption/Parental Leave .....	24
42	Medical Certificate .....	45
13	Paid Bereavement Leave .....	23
28	Payment of Wages and Allowances .....	37
27	Pension Plan .....	37
36	Personal Harassment .....	42
34	Personal Loss .....	42
37	Portability .....	43
23	Probation, Discharge, Suspension and Discipline .....	31
24	Promotions and Staff Changes .....	33
43	Protective Clothing, Safety Equipment and Tools .....	45
1	Purpose of Agreement .....	1
3	Recognition .....	4
33	Safety and Health .....	42
22	Seniority .....	30
12	Sick Leave .....	21
29	Strikes and Lockouts .....	38
38	Successor Rights .....	44
44	Technology Change and/or New Method of Operation .....	46

<b>Article</b>		<b>Page</b>
21	Travel on Employer Business . . . . .	29
20	Unpaid Leave . . . . .	28
31	Workers' Compensation / Injury on Duty . . . . .	39
Schedule A	Classifications	50
Schedule B	Employees Excluded from Bargaining Unit	53
Schedule C	Pay Grid	54
Schedule D	Salary Implementation Formula	62
Schedule E	Indigenous Teachers' Salaries	63
Schedule F	School Boards	64
Schedule G	Labrador Benefits Agreement	65
Schedule H	Weeks of Pay in Lieu of Notice	77
Schedule I	Summary of Group Insurance Benefits	78
Schedule J	Employee Assistance Program	87
Schedule K	Classification Review and Appeal Process	93
<u>Memoranda of Understanding</u>		
	Health Insurance	98
	Agreement on Pensions	100
	OPEBs Eligibility	101
	Public Private Partnership (P3) Job Security	103
	Attrition	104
	Kilometer Rate Adjustment Formula	105
	Market Adjustment	106
<u>Letters</u>		
	Article 8.01 Hours of Work and Overtime	108
	A.12 Sick Leave	109
	Classification Review and Appeal Process Under Schedule K	110
	Joint Trusteeship for Group Insurance	111
	Smart Find	112
	Commitment re: OPEBs	113
	Health Insurance for Temporary Employees	114
	Job Evaluation System	115
	Public Health Emergency	116
	Recruitment and Retention	118
	Remote Work/Telework	119
	Statutory Holiday Replacement	120
	Travel on Employer's Business – Business Insurance	122
	Severance Pay	123
	Appendix A - School Districts	124
	Transition Agreement	140

**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 School Board.

**ARTICLE 2**  
**DEFINITIONS**

- \*2.01 For the purpose of this Agreement:
- (a) "Association" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland and Labrador.
  - (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 their 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 their 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 them to act on their 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 School 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 their 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 Clause 8.03 (c), shall be considered overtime.
- (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 their 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 Terms", whenever the singular is used in this Agreement it shall be considered as if the plural 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 their 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 School Board of the employee.
- (aa) "School System" means a high school with one or more of its feeder schools in which students progress from Kindergarten to Grade XII; 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"

Employees shall be credited with a full days seniority (regardless of the number of hours worked) for each day the employee is required to work.

Furthermore, 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 a person to whom an employee is legally married or a person with whom an employee has cohabited for a continuous period of at least one (1) 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 ten (10) week duration or longer from the date of notification in either a permanent or a temporary position.
- (See Appendix A re the Cormack Trail 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 The Employer recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for the employees in classifications listed in Clauses 8.01 (a) (b) (c) and (e) and Schedule A of this Agreement.

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

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 employee's 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 its 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.

- (b) 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.
- (c) Members of the bargaining unit assume no responsibility for damages caused to the Employer's premises by such special groups.
- (d) Janitorial service for school rentals to groups outside normal working hours will not be considered in determining overtime under this Agreement.
- (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 school sponsored charters as well as outside group charters.
  - (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.
  - (iv) 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.
  - (v) Drivers will be reimbursed for meals as per the government scale. Meals and hotel accommodations will be the responsibility of the chartering group.

- (vi) 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 Clause 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 their representative which may conflict with the terms of this Collective Agreement.

\*3.04 No Discrimination

The Employer agrees that in accordance with the provisions of the *Newfoundland and Labrador Human Rights Act*, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, color, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

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 they have been incorrectly classified, they may appeal their classification to the Director of Education for consideration by the Compensation and Classification Division of Public Service Secretariat.

(c) When an employee feels that their position has been incorrectly classified, the employee may submit a request for review in accordance with the policies and procedures established by the Compensation and Classification Division of the Public Service Secretariat.

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. When 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 their 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 respective School District employee identifier.
- (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 their 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 (a) Prompt Procedure

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

(b) Permission to Leave Work

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.

(c) 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 grievance.

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

Step 1

An employee shall submit their grievance to the Assistant Director, or designate, through their Shop Steward in writing within ten (10) days or postmarked within ten (10) days of occurrence or knowledge of the matter giving rise to the grievance. The Assistant Director or designate, shall reply to the grievance within ten (10) days of its receipt or post marked within ten (10) days of its receipt whatever is applicable in the circumstances.

Grievances being filed in relation to "knowledge of the matter" must pertain exclusively to alleged events that occur subsequent to the signing of this agreement.

Step II

Failing settlement at Step 1, the matter shall be referred within five (5) days to the Director of Education or designate. Within a further five (5) days the Director of Education or designate 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 or designate 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 or designate.

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 their 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 47.02 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 III 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 their 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 III 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 Employees and Classifications referred to in (a), (b), and (c) who at December 31, 2003, were outside the bargaining unit in each school district shall remain outside the bargaining unit

- (a) The maximum regular hours of work for the following classifications shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday.
- (i) Accounting Clerk I
  - (ii) Accounting Clerk II
  - (iii) Clerk Typist II
  - (iv) Clerk Typist III
  - (v) Clerk III
  - (vi) Library Technician I
  - (vii) WPEO I
  - (viii) WPEO II
  - (ix) Curriculum Worker
  - (x) Translator
  - (xi) LAN Administrators
  - (xii) Clerk II
- (b) The maximum regular hours of work for the following classifications shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday.
- (i) Supervisor of Information Technology
  - (ii) Utility I
  - (iii) Utility II
  - (iv) Maintenance Repairer I
  - (v) Maintenance Repairer II
  - (vi) Maintenance Repairer / Caretaker

- (vii) Computer Support Technician
  - (viii) Computer Support Specialist
  - (ix) Heavy Equipment Mechanic
  - (x) Heavy Equipment Technician
  - (xi) Equipment Operator I
  - (xii) Equipment Operator II
  - (xiii) Equipment Operator IIB
  - (xiv) Equipment Operator IIG
  - (xv) Equipment Operator II / Mechanic Helper
  - (xvi) Trades Worker I
  - (xvii) Trades Worker IE
  - (xviii) Trades Worker II
  - (xix) Trades Worker III
- (c) The maximum regular hours of work for the following classifications shall be nine (9) hours per day, forty-five (45) hours per week, Monday to Friday.
- (i) Bus Driver/Foreperson
  - (ii) Equipment Operator II /Maintenance Repairer I
  - (iii) Equipment Operator I
  - (iv) Equipment Operator II / Maintenance Repairer II
  - (v) Equipment Operator II / Utility II
- (d) The intent of clauses 8.01 (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 clauses 8.01 (a),(b) and (c)
- (e) Hours of Work for Indigenous Teachers
- (i) For salary purposes, the length of the school year shall be one hundred and ninety five (195) teaching days comprised of one hundred and eighty-seven (187) actual teaching days, three paid holidays and two non-teaching days to be scheduled by the Board during the school year for administration purposes; and three (3) professional development in-service days to be scheduled by the Board during the school year.
  - (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 Indigenous Teacher shall have time free from assigned duties in order to have lunch.
  - (iv) The length of the school day shall be determined for Indigenous Teachers by the School Act and the By-Laws of the Labrador School Board.
- (f) 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.

- (g) Janitorial staff who regularly work split shifts may change work times with the approval of the Employer.
- 8.02 Days off shall be allocated at the rate of two consecutive days unless mutually agreed between the Employer and the employee.
- 8.03 (a) All overtime is subject to the prior approval of the Assistant Director or their 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.
- (b) In the case where a day shift caretaker is absent, the evening shift worker in the same classification, in the same building, may be rescheduled.
- 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 (a) 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 will receive pay at the applicable overtime rate.
- (b) Notwithstanding 8.06(a), the Employer shall pay out all overtime for Department of Education funded projects at the time the overtime is accrued.
- 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 (1) 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 (a) 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.
- (b) Where requested, Bus Drivers may be given the opportunity to become Bus Driver/Janitors for fill-in purposes only, provided they are qualified and able, as assessed by the Employer, to perform the duties of the job.
- 8.12 An employee who is absent on approved paid time off during their 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 they had worked during their 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 their hours up to full-time before a replacement employee is called in. Where the part-time employee works in two (2) schools this clause will apply only if it does not interfere with the existing schedule in either school.

**ARTICLE 9**  
**CALL BACK STANDBY, AND SHIFT DIFFERENTIAL**

- 9.01 (a) An employee who has left their place of work and subsequently is called back to work outside their 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 their 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.
- 9.02 All standby duty shall be authorized and scheduled by the Employer and no compensation shall be granted for the total period of standby, if the employee does not report for work when required.
- (a) Effective date of signing, an employee required to perform standby duty shall be paid at the rate of twenty dollars and forty cents (\$20.40) for each eight (8) hour shift:

(b) Effective date of signing, when standby duty is required on a designated holiday, the rate of pay shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift

9.03 (a) Effective date of signing, other than Employees whose shifts times begin and end between the hours of 0800 and 1700, employees shall be paid two dollars and thirty cents (\$2.30) per hour for each hour worked between 1600 and 0800 hours.

(b) Saturday and Sunday Differential

Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.

If an employee qualifies for both differentials under (a) and (b) above, she/he shall receive both.

**ARTICLE 10**  
**HOLIDAYS**

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

- |   |                            |
|---|----------------------------|
| (i) New Year's Day  | (ii) Thanksgiving Day      |
| (iii) Good Friday   | (iv) Remembrance Day       |
| (v) Commonwealth Day  | (vi) Christmas Day         |
| (vii) Memorial Day  | (viii) Boxing Day          |
| (ix) Civic Holiday  | (x) ½ day Christmas Eve    |
| (xi) Labour Day   | (xii) ½ day New Year's Eve |
| (xiii) Orangeman's Day  |                            |
| (xiv) Three other days in lieu of St. George's, St. Patrick's Day and Discovery Day to be scheduled by the Employer during the school term, unless otherwise mutually agreed. |                            |

\*(xv) Should any new statutory holiday be proclaimed by the Provincial authorities, it shall be added to the above list and granted to employees within the scope of this Agreement.

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 Trail 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 Year's Day;
- (ii) Good Friday;
- (iii) Christmas Day;
- (iv) Boxing Day

- (c) Part-time and temporary employees who are on payroll 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 their 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.

\*10.06 Statutory Holiday Replacement

An employee may designate replacement statutory holiday(s) per the conditions outlined in Letter of Understanding re. Statutory Holiday Replacement.

**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); Avalon West School District # 9 Clause 17.01
- (a) Full time employees shall receive an annual vacation with pay in accordance with their completed years of employment as follows:
    - (i) From one (1) up to and including eight (8) years at the rate of one and one-quarter (1¼) days per month of employment to a maximum of fifteen (15) working days per year.

- (ii) After eight (8) and up to and including twenty (20) years at the rate of one and two-thirds (1 2/3) days per month of employment to a maximum of twenty (20) working days per year.
    - (iii) 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 (½) of the days in the first or last calendar month of their 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 they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period;
    - (iii) When an employee becomes eligible for a greater amount of annual leave, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have 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 employee's rate of pay which was effective immediately prior to the commencement of vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive the benefit of such increase from the effective date.
- 11.03 An employee terminating their employment, retires or is dismissed at any time in their vacation year before they have had their 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 cheques may carry forward to another year not more than their annual vacation entitlement of the previous year. Employees may be permitted to carry forward more than their annual



entitlement where such employees were prevented from using annual leave as a result of being recalled from annual leave and being unable to reschedule lost vacation days due to operational reasons, to a maximum of the originally scheduled vacation days, or where the employee was unable to take annual leave as a result of being on extended sick leave or maternity/adoption/parental leave.

- (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 their leave to sick leave or bereavement leave effective the date of notification to the Employer. The employee shall submit on their return to duty a medical certificate for sickness, stating the total period for which they qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, they may change the status of their sick leave with effect from the date when they were 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 their 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 they 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

- (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (ii) Notwithstanding Clause 12.02 (i), an employee hired after May 4, 2004 is eligible to accumulate sick leave at the rate of one (1) day for each month of service.
- (iii) 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.
- (iv) Notwithstanding Clause 12.02 (iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004 during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

12.03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working hours absent for sick leave.

12.04 Proof of Illness

The Employer may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or seven (7) working days in the aggregate in any year shall not be awarded to an employee unless they have submitted in respect thereof a medical certificate satisfactory to the Employer. The seven (7) working days in the aggregate referred to in this Article shall not include any days where a medical certificate has been provided.

\*12.05 There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the calendar year.

#### 12.06 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, they shall receive on their 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 22.03 governing the retention of seniority on layoff and returns to work upon expiration of such layoff, they shall not receive sick leave credit for the period of such absence, but shall retain their accumulative credit, if any, existing at the time of such layoff.

#### 12.07 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted their sick leave credits may be allowed in the event of illness in excess of fifteen (15) days, an extension of their sick leave to a maximum of fifteen (15) working days providing the Employer is holding sufficient assets of the employee. Upon their return to duty the employee shall accumulate additional sick leave credits at one-half (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 them in accordance with this Agreement, they may elect, if they are still unfit to return to duty to proceed on annual leave, (including current and accumulated leave), if they are eligible to receive such leave. Employees who have exhausted all available leave with pay may apply for 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 their accumulated sick leave or any other benefit, they 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 able to return to duty within the foreseeable future, then the employee may be retired effective when their accumulated sick leave or other benefits has expired, or at retirement age whichever comes first and paid such pension award as they may be eligible to receive, if any.

#### 12.08 Sick Leave Records

In March of each year the Employer shall advise each employee of the amount of sick leave accrued to their credit and the number of days sick leave taken by them up to and including the previous thirty-first (31<sup>st</sup>) day of December.

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

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

12.10 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 their regularly scheduled reporting time.

12.11 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.

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

12.13 Under extreme circumstances and with the approval of the employer, an employee may donate annual leave or time off in lieu of overtime to a co-worker who has exhausted all available leave.

**ARTICLE 13**  
**PAID BEREAVEMENT LEAVE**

\*13.01 Subject to Article 13.02, an employee shall be entitled to bereavement leave with pay as follows:

\*(a) In the case of the death of an employee's parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law, or near relative living in the same household, three (3) consecutive day. See Baie Verte/Central/Connaigre School Board # 5 Clause 11:01(d) Previous Collective Agreement in Appendix "A".

\*(b) In the case of their siblings-in-law, one (1) day. See the Avalon West School Board # 9 Clause 19.04 (c) Previous Collective Agreement in Appendix "A".

(c) When a death of a relative in (a) above occurs outside the Province, an extra two (2) days of paid leave may be granted.

(d) In cases where extraordinary circumstances prevail, the Employer may grant two (2) additional days other than those referred to in Clause 13.01(a).

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) additional 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 seventy-eight (78) 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 seventy-eight (78) 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 their Assistant Director two (2) weeks notice of their intention to do so.
- (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- \*(c) \*(i) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, sick leave, and step progression. Employees who avail of seventy-eight (78) weeks of unpaid parental leave will be entitled to service for annual leave entitlement, annual leave accrual, sick leave accrual and step progression for a total of seventy-eight (78) weeks. The Employer will also pay 50% of the group insurance premiums for seventy-eight (78) weeks for those employees who opt to remain in the group insurance plan.
- \*(ii) Periods of leave up to seventy-eight (78) 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.
- (e) 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.

- 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 their health becomes incompatible with the requirements of their 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 they were 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:
- (i) attend to the temporary care of a sick family member living in the same household or the employee's mother and father, mother-in-law, father-in-law and dependent child not necessarily living in the same household;
  - (ii) attend to the needs relating to the birth of an employee's child;
  - (iii) accompany a dependent family member living in the same household; mother-in-law, father-in-law 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 Clause 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 they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.
- (e) With the approval of the Employer, an employee may be approved for one (1) day for special circumstances in any calendar year.

**\*ARTICLE 16**  
**FAMILY VIOLENCE LEAVE**

**\*16.01 Family Violence Leave**

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

**Confidentiality**

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the employer with reasonable verification of the necessity of the leave.

**ARTICLE 17**  
**EDUCATION LEAVE**

17.01 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.

17.02 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.

17.03 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.

17.04 Subject to Clause 17.02 employees on approved unpaid educational leave shall continue to accumulate seniority.

**ARTICLE 18**  
**JURY DUTY**

- 18.01 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 they attended as a juror or witness.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

19.01 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.

- 19.02 (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. In years when the Biennial Convention is held, up to a maximum of an additional five (5) days per School Board may be available.
- (b) For purposes of leave referred to in 19.02 (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.
- 19.03 With three (3) months prior notification an employee who is elected or selected for a full-time position with the Association or anybody 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 their term of office.



**ARTICLE 20**  
**UNPAID LEAVE**

20.01 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.

20.02 Extended Unpaid Leave

- (i) 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 operational requirements and the availability of qualified replacement staff. Such leaves shall be requested no later than April 30<sup>th</sup> in the current year for leaves commencing in the following school year. No employee shall be eligible for more than twelve (12) consecutive months of unpaid leave at any one time. An employee must accumulate a minimum of twelve (12) months of service upon return from extended unpaid leave in order to qualify for subsequent periods of extended unpaid leave.
- (ii) While on such leave an employee shall continue to accumulate service, unless the employee would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may be granted under this Clause is four (4) weeks.
- (iii) An employee will not be granted unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.
- (iv) The employee returning prior to the expiration of extended unpaid leave shall provide the employer with a minimum of thirty (30) days' notice.

20.03 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 them. An employee shall accumulate seniority during this leave.

20.04 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 21**  
**TRAVEL ON EMPLOYER'S BUSINESS**

21.01 When in the course of their 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 their own vehicle with reimbursement in accordance with 21.02.

**\*21.02 Meals and Travel**

Approved meals and travel shall be paid at prevailing provincial government rates.

Effective the date of signing, for each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>NL</b>	\$9.60	\$16.80	\$26.04	\$52.44
<b>Other Provinces</b>	\$12.18	\$19.68	\$28.38	\$60.24
<b>USA (USD\$)</b>	\$12.18	\$19.68	\$28.38	\$60.24
<b>Other</b>	\$13.50	\$21.54	\$31.20	\$66.24

21.03 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.

\*21.04 (a) 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.

\* (b) \* (i) Employees who make an automobile available for use on Employer business as a condition of employment shall be reimbursed in accordance with government rates and policy.

(ii) On receipt of invoice, reimbursement for the difference between private and business insurance.

(iii) Reimbursement of parking meter expenses incurred while on the business of the Employer shall be as per government rates and policy.

\*See Memorandum of Understanding re: Kilometre Rate Adjustment Formula (NAPE).

21.05 Private accommodation and incidental expenses will be reimbursed as per government rates and policy.

**ARTICLE 22**  
**SENIORITY**

- 22.01 (a) Subject to the “Loss of Seniority Clause” 22.03 and the “Probationary Clause” 23.01 employees shall be credited with a full days seniority (regardless of the number of hours worked) for each day the employee is required to work.

Furthermore, 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.

(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.

- 22.02 (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 or employee’s days of work where applicable
- (iii) employee’s classification title
- (iv) employee’s status (permanent, temporary)
- (v) employee’s work location

22.03 Loss of Seniority

An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause and are not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing and do not withdraw their resignation within five (5) working days of submitting same;
- (c) they are absent from work in excess of five (5) working days without the approval of the Employer.
- (d) they fail 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 their current address.
- (e) they have 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 13.05 (c) previous Collective Agreement references in Appendix “A”.
- (g) is declared redundant and has received all redundancy pay entitlement. Employees who are re-employed in accordance with the provision of 25.01 (c) will not be credited with prior service but will count the seniority from the date of re-employment.

an employee will suffer no loss of seniority for refusing recall into a lower paying position or to a different position than the one they were laid off from or into a position in a work location more than twenty-five (25) km from their home.

22.04 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the Bargaining Unit they shall retain for a period of twelve (12) months their 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.

22.05 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.

22.06 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 22.01.

22.07 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 by the Labour Relations Board, shall be given seniority equivalent to the employee’s length of service with the employer (either inside or outside the bargaining unit) but excluding overtime, so long as they remain 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 they would only have seniority from the date they were included in the bargaining unit.

**ARTICLE 23**  
**PROBATION, DISCHARGE, SUSPENSIONS AND DISCIPLINE**

23.01 Probationary Period

The probationary period shall be one hundred twenty (120) 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 their 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.

- 23.02 (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 their 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 their record for use against them 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 they request such representation.
- 23.03 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 their personal file and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association if they so desire.
- 23.04 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.
- 23.05 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.
- 23.06 Adverse Report
- (a) The Employer shall notify an employee in writing of any dissatisfaction concerning their 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 their record for use against them at any time. This clause shall apply in respect of any expression of dissatisfaction relating to their 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 they have 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.

23.07 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 their place of employment, it shall be with pay.

23.08 Just Cause

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

23.09 Unjust Suspension or Discharge

Should it be found upon investigation that an employee was unjustly suspended or discharged they shall be immediately re-instated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their 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.

23.10 Burden of Proof

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

**ARTICLE 24**  
**PROMOTIONS AND STAFF CHANGES**

24.01 When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places in the 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.

24.02 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.

24.03 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.

24.04 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 they shall be returned to their former position, wage or salary rate, if not redundant and if redundant then to a comparable position, wage or salary rate of their 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 their 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 their former position prior to the completion of the trial period.

24.05 Notification of Successful Applicant

- (a) 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.
- (b) The Employer shall notify the successful applicant within three (3) days of the hiring decision being made.

24.06 A permanent employee who obtains a temporary position shall retain their permanent status.

24.07 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.

24.08 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain their regular rate of pay.

24.09 Incapacitated/Older Worker Provision

An employee who becomes incapacitated by illness, injury or age will be employed in other work which they are 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.

24.10 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 25**  
**LAYOFF, BUMPING AND RECALL**

- 25.01 (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 24.
- (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. Employees who are re-employed with this employer shall be required to pay back part of any 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
- 25.02 (a) An employee who has received a layoff notice must exercise their bumping rights in accordance with 25.01 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 layoff with effect from the date that the employee who bumped them was given notice of layoff.
- (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 layoff 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.
- 25.03 Employees shall be recalled following layoff to the same position held prior to layoff. Subject to 25.02 employees shall be recalled in order of seniority by classification.



25.04 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.

- 25.05 (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 25.06(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, they shall be paid for the days for which work was not made available.
- 25.06 (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.
- 25.07 Employees shall give fifteen (15) calendar days' written notice of termination of employment.
- 25.08 For the purpose of recall, layoff and bumping, temporary and seasonal employees shall be less senior than any permanent employee.
- 25.09 An employee may change their work location and their classification as a result of bumping or transfer. For the purposes of recall the Employer will be required to recall the employee to their regular classification as if they were on layoff. The employee shall have the option to return to their regular classification.

**ARTICLE 26**  
**GROUP INSURANCE**

26.01 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. The Employer will continue to pay 50% for a period of up to fifty-two (52) weeks on behalf of employees on maternity leave.

- (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 27**  
**PENSION PLAN**

- 27.01 The Employer agrees that the Government Pension Plan or Government Money Purchase Plan will be made available to employees.
- 27.02 Where other private pension plans are in place employees will be permitted to remain enrolled in the respective plan.

**ARTICLE 28**  
**PAYMENT OF WAGES AND ALLOWANCES**

- 28.01 The salary scales set out in Schedule "A", "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 thirty-seven dollars and fifty cents (\$37.50) 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 cheques shall be available seven (7) days after layoff.
- 28.06 Employees who live and work in communities which are only accessible by ferry or air or are not connected to the main highway shall be entitled to two (2) days of paid leave in the aggregate in a calendar year, when they are delayed from returning to their communities due to an interruption in public transportation services.

28.07 Travel Interruption

Employees who live in an isolated community connected by a ferry service who are required to travel on business of the employer shall be paid regular hours of pay for any hours of work missed resulting from travel interruptions within the transportation system, provided there is no alternate means of transportation.

**ARTICLE 29**  
**STRIKES AND LOCKOUTS**

29.01 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 30**  
**ADVERSE WEATHER CONDITIONS**

30.01 It is understood that on occasion 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.

- (a) 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 benefits.
- (b) 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 of time.
- (c) 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 they had worked their normal daily hours.
- (d) Employees who continue to work under adverse weather conditions will receive straight time pay for completion of their normal daily hours.

30.02 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 31**  
**WORKERS' COMPENSATION/INJURY ON DUTY**

- 31.01 All employees shall be covered by the *Workplace Health, Safety and Compensation Act*.
- 31.02 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 their regular rate of pay without deduction from sick leave.
- 31.03 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 their own transportation. Where the Employer provides such transportation the Employer shall also make arrangements for the employee's return transportation to the place of work or their home where the employee is unable to provide their own transportation due to the injury incurred.
- 31.04 (a) All on the job injuries shall be reported immediately to the Employer. It shall be the responsibility of the employee to ensure that all documentation required by the Workplace Health, Safety and 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 *Workplace Health, Safety and Compensation Act* after the date of injury.
- (b) It shall be the responsibility of the Employer to ensure that all documentation required by the Workplace, Health, Safety and 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 *Workplace Health, Safety and Compensation Act* after the date of injury. The Employer will ensure that the necessary forms are available to employees.
- (c) If an employee's Workers' Compensation claim is denied or suspended the employee may access their sick leave in accordance with Article 12 if they are unable to return to work.
- 31.05 Pending a settlement of the insurable claim the employee shall be placed on leave in accordance with Article 12 of this agreement and shall receive salary calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim, until the employee's entitlement under Article 12 is exhausted.
- 31.06 Subject to 31.05 employees approved for TEL in accordance with the *Workplace Health, Safety and Compensation Act* will be paid the appropriate rate as per the Workplace Health, Safety and Compensation Commission subject to all necessary deductions.
- 31.07 (a) Subject to the *Workplace Health, Safety and 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 their duties their estate shall receive all death benefits owing to the employee.

- (b) The *Workplace Health, Safety and 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 their 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 Workplace Health, Safety and Compensation Commission Benefits. Employees who are on Workplace Health, Safety and Compensation Commission temporary earnings loss (TEL) benefits 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.
- (d) Any employee who is approved for full EEL benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

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

31.09 (a) An employee confirmed as being unable to perform the regular duties of their classification as a result of injury on duty will be employed in other work they 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 their intentions to exercise their right to displace a less senior employee the incapacitated employee will be deemed to have been given notice of layoff effective from the date they were confirmed as being unable to perform the regular duties of their classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of this Collective Agreement.

31.10 Early and Safe Return To Work

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

31.11 Subject to 31.07 (d), it is agreed by the parties that an employee who is approved for Workplace Health, Safety and Compensation Commission benefits as a result of a workplace injury, shall continue to participate and contribute to the appropriate pension plan and continue enrollment in the group insurance plan for the period they are in receipt of any WHSCC benefits, except EEL benefits. The Employer shall continue to pay their portion as per Article 26.01, 27.01 and 27.02.

**ARTICLE 32**  
**LABOUR MANAGEMENT COMMITTEE**

32.01 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.

32.02 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.

32.03 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.

32.04 Chairperson of the Meeting

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

32.05 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.

32.06 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.

32.07 Not to Alter Agreement

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

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

**ARTICLE 33**  
**SAFETY AND HEALTH**

33.01 The Employer and the Association agree to co-operate in the establishment and operation of the Occupational Health and Safety Committees, as required by the *Occupational Health and Safety Act* and all employees shall be covered.

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

**ARTICLE 34**  
**PERSONAL LOSS**

34.01 Subject to Clauses 34.02 and 34.03 where an employee in the performance of their 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).

34.02 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 their designated representative.

34.03 This provision shall only apply in respect to personal effects which the employee would reasonably have in their possession during the normal performance of their duty.

**ARTICLE 35**  
**CRIMINAL OR LEGAL LIABILITY**

35.01 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 their 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 their employment.

**ARTICLE 36**  
**PERSONAL HARASSMENT**

36.01 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.

36.02 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.

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

36.04 (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 their 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.

36.05 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 37**  
**PORTABILITY**

37.01 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.



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

**ARTICLE 38**  
**SUCCESSOR RIGHTS**

38.01 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.

38.02 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 39**  
**LEGISLATION AND COLLECTIVE AGREEMENTS**

39.01 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 40**  
**CONTRACTING OUT**

- 40.01 (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 with in the bargaining unit.
- (b) Whenever the Employer needs work to be done within the bargaining unit such work shall be done by bargaining unit employees on layoff, who are qualified, instead of contracting out work while employees are on layoff.
- (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 41

### CONSEIL SCOLAIRE FRANCOPHONE PROVINCIAL DE TERRE-NEUVE-ET-LABRADOR

- 41.01 The language of operation for the Conseil scolaire francophone provincial shall be French.
- 41.02 (a) Where a French translation of this Collective Agreement exists the English version shall be the official text.
- (b) The Employer and the Union will share on a 50/50 basis the cost of translation of the English text to French.
- 41.03 The Conseil scolaire francophone provincial has the right to establish standards of fluency in French for its employees.
- 41.04 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 42

### MEDICAL CERTIFICATE

- 42.01 Where permanent bus drivers are required to undergo medical examinations and provide medical certificates, in accordance with the Highway Traffic Driver Regulations, in connection with their employment, the costs of examinations and certificates shall be borne by the employer.

## ARTICLE 43

### PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

- \*43.01 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. The required clothing and footwear must be fitted properly and of good quality. Employees who are required to wear safety boots (or safety shoes) in accordance with safety regulations will be provided with an allowance of up to two hundred dollars (\$200.00) for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.
- 43.02 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".

43.03 The Employer agrees to supply to mechanics with the tools necessary for them to do their job.

**ARTICLE 44**  
**TECHNOLOGICAL CHANGE AND/OR NEW METHOD OF OPERATION**

44.01 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.

44.02 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.

44.03 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.

44.04 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.

44.05 Failure to Accept Training

Where an affected employee elects not to avail of the training provided for under Clause 44.04, the Employer agrees that where possible the effect on the employee of change contemplated by Clause 44.04 will be minimized by transfer or reassignment within the employ of the Employer.

44.06 No Reduction in Salary

An employee transferred or reassigned in accordance with Clause 44.05 will not suffer any reduction in their salary unless such employee has refused without giving reasons acceptable to the Employer to avail of the training in accordance with Clause 44.04.

44.07 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 45**  
**COPIES OF THE AGREEMENT**

45.01 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 46**  
**EMPLOYEE ASSISTANCE PROGRAM**

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

**ARTICLE 47**  
**DURATION OF THE AGREEMENT**

\*47.01 Period of Agreement

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until March 31, 2026. Either party to this Agreement may issue notice to the other party of its desire to terminate or amend the agreement not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

\*47.02 Change in Agreement

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

47.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 47.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

47.04 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 right to lock out or strike in accordance with the *Public Service Collective Bargaining Act*.

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

**ARTICLE 48**  
**APPRENTICES**

- 48.01 (a) Trades apprentices who maintain their standing in their apprenticeship program shall be employed in accordance with the terms of this Agreement, except that Articles 22, 24, 25, 40, and 44 do not apply.
- (b) Upon successful completion of the apprenticeship program and attainment of journey person status, and upon application for a vacant position, ex-apprentices shall be considered prior to outside applicants, provided that the position for which the ex-apprentice applies is filled within twenty-four (24) months from the date of their termination.
- (c) Service by an apprentice during their apprenticeship program shall be credited towards their total service for seniority purposes only if they are re-employed in a regular position within twenty-four (24) months of the completion of his apprenticeship program.

**ARTICLE 49**  
**CLASSIFICATION**

49.01 Employees and the Association shall be notified in writing of classification changes resulting from a review or appeal.


IN WITNESS WHEREOF the parties here have executed this Agreement the 1<sup>st</sup> day of November, 2022

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

  
Honourable Siobhan Coady  
President of Treasury Board

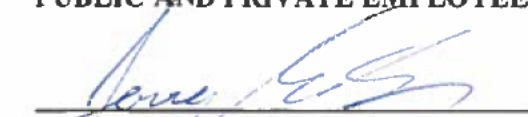
  
Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR SCHOOL BOARDS ASSOCIATION REPRESENTING THE NEWFOUNDLAND AND LABRADOR ENGLISH SCHOOL DISTRICT AND CONSEIL SCOLAIRE FRANCOPHONE BY GREG O'LEARY, DEPUTY MINISTER OF EDUCATION AND CHAIRPERSON - NEWFOUNDLAND AND LABRADOR ENGLISH SCHOOL DISTRICT BOARD OF TRUSTEES IN THE PRESENCE OF THE WITNESS HERETO SUBSCRIBING:

  
Greg O'Leary  
Deputy Minister of Education

  
Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

  
President of NAPE





  
Elaine Price



  
Witness

**SCHEDULE “A”**

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

<b>School Board Job Classification</b>	<b>Treasury Board Job Classification</b>	<b>Pay Range</b>	
Accounting Clerk I	Accounting Clerk I (B006)	CG-25	
Accounting Clerk II	Accounting Clerk II (B007)	CG-26	
Clerk Typist II	Clerk Typist 11 (B067)	CG-23	
Clerk III	Clerk III (B055)	CG-24	
Librarian Technician I	Librarian Technician I (E043)	CG-24	
WPEO I	WPEO I (B269)	CG-22	
WPEO 1	WPEO II (B270)	CG-23	
Clerk Typist III	Clerk Typist III (B070)	CG-26	
Translator	Clerk Typist III (B070)	CG-26	
Curriculum Worker	Administrative Officer I (B008)	CG-27	
Lan Administrator	Lan Administrator (B136)	CG-36	
Clerk II	Clerk II (B054)	CG-23	

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

## SCHEDULE “A” cont’d

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

<b>School Board Job Classification</b>	<b>Treasury Board Job Classification</b>	<b>Pay Level</b>
Utility Worker 1	Utility Worker I (L128)	CG-19
Utility Worker 11	Utility Worker II (L131)	CG-22
Maintenance Repairman I	Maintenance Repairer (L079)	CG-22
Maintenance Repair/Caretaker	Maintenance Repairer (L079)	CG-22
Heavy Equipment Mechanic	Heavy Equipment Mechanic (J024)	CG-29
Heavy Equipment Technician	Heavy Equipment Technician (J025)	CG-29
Automotive Technician	Automotive Technician (J011)	CG-29
Equipment Operator I	Equipment Operator I (L024)	CG-21
Equipment Operator II	Equipment Operator II (L025)	CG-21
Equipment Operator II/Mechanic Helper	Equipment Operator II (L025)	CG-21
Equipment Operator IIB	Equipment Operator IIB	CG-23
Equipment Operator IIG	Equipment Operator IIG	CG-28
Trades Helper	Trades Helper (L125)	CG-17
Electrician II	Trades Worker II (J042)	CG-29
Electronic Technician	Electronics Technician (L017)	CG-27
Computer Support Technician	Computer Support Technician (B080)	CG-27
Computer Support Specialist	Computer Support Specialist (B079)	CG-29
Storekeeper I	Storekeeper I (B246)	CG-24
Caretaker	Utility II	CG-22
Trades Worker I	Trades Worker I (J036)	CG-24
Trades Worker IE	Trades Worker IE	CG-29
Trades Worker II	Trades Worker II (J042)	CG-29
Trades Worker III	Trades Worker III (J049)	CG-35

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



**SCHEDULE “A” cont’d**

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

<b>School Board Job Classification</b>	<b>Treasury Board Job Classification</b>	<b>Pay Range</b>
Equipment Operator 11/ Maintenance Repairman 1	Equipment Operator IIB	CG-23
Equipment Operator 1	Equipment Operator I	CG-21
Equipment Operator 11/ Trades Worker I	Trades Worker I	CG-24
Equipment Operator 11/ Utility 11	Equipment Operator IIB	CG-23
Carpenter 11	Trades Worker IE	CG-29
Bus Foreman	Equipment Operator IIG	CG-28

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

Foremen who are responsible for more than 16 buses will receive an additional allowance of \$3.57 per bus per week for each bus over and above 16 buses.

## **SCHEDULE “B”**

### **Employees Excluded from the Bargaining Unit**

Employees governed by other Collective Agreements

Bus Drivers (Contracted Services)

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

Effective April 1, 2022

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$17.42	\$17.98	\$18.55
CG-09	\$17.56	\$18.14	\$18.66
CG-10	\$17.69	\$18.24	\$18.81
CG-11	\$17.79	\$18.39	\$18.97
CG-12	\$17.97	\$18.57	\$19.11
CG-13	\$18.14	\$18.73	\$19.36
CG-14	\$18.32	\$18.94	\$19.58
CG-15	\$18.55	\$19.19	\$19.83
CG-16	\$18.75	\$19.46	\$20.09
CG-17	\$19.06	\$19.79	\$20.50
CG-18	\$19.27	\$20.00	\$20.76
CG-19	\$19.66	\$20.46	\$21.22
CG-20	\$20.03	\$20.88	\$21.74
CG-21	\$20.40	\$21.29	\$22.23
CG-22	\$20.78	\$21.75	\$22.79
CG-23	\$21.21	\$22.24	\$23.30
CG-24	\$21.97	\$23.08	\$24.21
CG-25	\$22.85	\$24.00	\$25.18
CG-26	\$23.59	\$24.87	\$26.11

**Effective April 1, 2022**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-27	\$24.49	\$25.78	\$27.09
CG-28	\$25.36	\$26.71	\$28.09
CG-29	\$26.02	\$27.43	\$28.90
CG-30	\$26.72	\$28.22	\$29.68
CG-31	\$27.74	\$29.24	\$30.82
CG-32	\$28.63	\$30.22	\$31.82
CG-33	\$29.56	\$31.19	\$32.88
CG-34	\$30.55	\$32.27	\$34.03
CG-35	\$31.66	\$33.51	\$35.32
CG-36	\$32.88	\$34.79	\$36.70
CG-37	\$34.05	\$36.05	\$38.04
CG-38	\$35.29	\$37.32	\$39.37
CG-39	\$36.47	\$38.62	\$40.81
CG-40	\$37.65	\$39.91	\$42.12
CG-41	\$38.55	\$42.00	\$45.46
CG-42	\$39.55	\$43.05	\$46.60
CG-43	\$41.03	\$44.70	\$48.39
CG-44	\$42.51	\$46.37	\$50.16
CG-45	\$44.01	\$48.04	\$51.98
CG-46	\$45.91	\$50.09	\$54.25

**Effective April 1, 2023**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$17.77	\$18.34	\$18.92
CG-09	\$17.91	\$18.50	\$19.03
CG-10	\$18.04	\$18.60	\$19.19
CG-11	\$18.15	\$18.76	\$19.35
CG-12	\$18.33	\$18.94	\$19.49
CG-13	\$18.50	\$19.10	\$19.75
CG-14	\$18.69	\$19.32	\$19.97
CG-15	\$18.92	\$19.57	\$20.23
CG-16	\$19.13	\$19.85	\$20.49
CG-17	\$19.44	\$20.19	\$20.91
CG-18	\$19.66	\$20.40	\$21.18
CG-19	\$20.05	\$20.87	\$21.64
CG-20	\$20.43	\$21.30	\$22.17
CG-21	\$20.81	\$21.72	\$22.67
CG-22	\$21.20	\$22.19	\$23.25
CG-23	\$21.63	\$22.68	\$23.77
CG-24	\$22.41	\$23.54	\$24.69
CG-25	\$23.31	\$24.48	\$25.68
CG-26	\$24.06	\$25.37	\$26.63

**Effective April 1, 2023**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-27	\$24.98	\$26.30	\$27.63
CG-28	\$25.87	\$27.24	\$28.65
CG-29	\$26.54	\$27.98	\$29.48
CG-30	\$27.25	\$28.78	\$30.27
CG-31	\$28.29	\$29.82	\$31.44
CG-32	\$29.20	\$30.82	\$32.46
CG-33	\$30.15	\$31.81	\$33.54
CG-34	\$31.16	\$32.92	\$34.71
CG-35	\$32.29	\$34.18	\$36.03
CG-36	\$33.54	\$35.49	\$37.43
CG-37	\$34.73	\$36.77	\$38.80
CG-38	\$36.00	\$38.07	\$40.16
CG-39	\$37.20	\$39.39	\$41.63
CG-40	\$38.40	\$40.71	\$42.96
CG-41	\$39.32	\$42.84	\$46.37
CG-42	\$40.34	\$43.91	\$47.53
CG-43	\$41.85	\$45.59	\$49.36
CG-44	\$43.36	\$47.30	\$51.16
CG-45	\$44.89	\$49.00	\$53.02
CG-46	\$46.83	\$51.09	\$55.34

**Effective April 1, 2024**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$18.13	\$18.71	\$19.30
CG-09	\$18.27	\$18.87	\$19.41
CG-10	\$18.40	\$18.97	\$19.57
CG-11	\$18.51	\$19.14	\$19.74
CG-12	\$18.70	\$19.32	\$19.88
CG-13	\$18.87	\$19.48	\$20.15
CG-14	\$19.06	\$19.71	\$20.37
CG-15	\$19.30	\$19.96	\$20.63
CG-16	\$19.51	\$20.25	\$20.90
CG-17	\$19.83	\$20.59	\$21.33
CG-18	\$20.05	\$20.81	\$21.60
CG-19	\$20.45	\$21.29	\$22.07
CG-20	\$20.84	\$21.73	\$22.61
CG-21	\$21.23	\$22.15	\$23.12
CG-22	\$21.62	\$22.63	\$23.72
CG-23	\$22.06	\$23.13	\$24.25
CG-24	\$22.86	\$24.01	\$25.18
CG-25	\$23.78	\$24.97	\$26.19
CG-26	\$24.54	\$25.88	\$27.16

**Effective April 1, 2024**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-27	\$25.48	\$26.83	\$28.18
CG-28	\$26.39	\$27.78	\$29.22
CG-29	\$27.07	\$28.54	\$30.07
CG-30	\$27.80	\$29.36	\$30.88
CG-31	\$28.86	\$30.42	\$32.07
CG-32	\$29.78	\$31.44	\$33.11
CG-33	\$30.75	\$32.45	\$34.21
CG-34	\$31.78	\$33.58	\$35.40
CG-35	\$32.94	\$34.86	\$36.75
CG-36	\$34.21	\$36.20	\$38.18
CG-37	\$35.42	\$37.51	\$39.58
CG-38	\$36.72	\$38.83	\$40.96
CG-39	\$37.94	\$40.18	\$42.46
CG-40	\$39.17	\$41.52	\$43.82
CG-41	\$40.11	\$43.70	\$47.30
CG-42	\$41.15	\$44.79	\$48.48
CG-43	\$42.69	\$46.50	\$50.35
CG-44	\$44.23	\$48.25	\$52.18
CG-45	\$45.79	\$49.98	\$54.08
CG-46	\$47.77	\$52.11	\$56.45



**Effective April 1, 2025**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-08	\$18.49	\$19.08	\$19.69
CG-09	\$18.64	\$19.25	\$19.80
CG-10	\$18.77	\$19.35	\$19.96
CG-11	\$18.88	\$19.52	\$20.13
CG-12	\$19.07	\$19.71	\$20.28
CG-13	\$19.25	\$19.87	\$20.55
CG-14	\$19.44	\$20.10	\$20.78
CG-15	\$19.69	\$20.36	\$21.04
CG-16	\$19.90	\$20.66	\$21.32
CG-17	\$20.23	\$21.00	\$21.76
CG-18	\$20.45	\$21.23	\$22.03
CG-19	\$20.86	\$21.72	\$22.51
CG-20	\$21.26	\$22.16	\$23.06
CG-21	\$21.65	\$22.59	\$23.58
CG-22	\$22.05	\$23.08	\$24.19
CG-23	\$22.50	\$23.59	\$24.74
CG-24	\$23.32	\$24.49	\$25.68
CG-25	\$24.26	\$25.47	\$26.71
CG-26	\$25.03	\$26.40	\$27.70

**Effective April 1, 2025**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
CG-27	\$25.99	\$27.37	\$28.74
CG-28	\$26.92	\$28.34	\$29.80
CG-29	\$27.61	\$29.11	\$30.67
CG-30	\$28.36	\$29.95	\$31.50
CG-31	\$29.44	\$31.03	\$32.71
CG-32	\$30.38	\$32.07	\$33.77
CG-33	\$31.37	\$33.10	\$34.89
CG-34	\$32.42	\$34.25	\$36.11
CG-35	\$33.60	\$35.56	\$37.49
CG-36	\$34.89	\$36.92	\$38.94
CG-37	\$36.13	\$38.26	\$40.37
CG-38	\$37.45	\$39.61	\$41.78
CG-39	\$38.70	\$40.98	\$43.31
CG-40	\$39.95	\$42.35	\$44.70
CG-41	\$40.91	\$44.57	\$48.25
CG-42	\$41.97	\$45.69	\$49.45
CG-43	\$43.54	\$47.43	\$51.36
CG-44	\$45.11	\$49.22	\$53.22
CG-45	\$46.71	\$50.98	\$55.16
CG-46	\$48.73	\$53.15	\$57.58

## **SCHEDULE “D”**

### **\*Salary Implementation Formula:**

Effective April 1, 2022 -	2% + Recognition Bonus
Effective April 1, 2023 -	2%
Effective April 1, 2024 -	2%
Effective April 1, 2025 -	2%

Effective date of signing, each bargaining unit employee will receive a one time recognition bonus payment of \$2,000 pro-rated based on regular full time hours for the hours worked during the previous twelve (12) months.

### **Step Progression**

New employees shall advance one Step on their respective salary scales after the completion of each twelve (12) months 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 CG 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.

### **Apprentice Rates**

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

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

**\*SCHEDULE "E"**  
**Indigenous Teachers**

**Effective April 1, 2022**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Level A	\$27,058	\$28,562	\$30,068
Level B	\$29,465	\$30,972	\$32,473
Level C	\$31,871	\$33,732	\$34,879
Level D	\$33,672	\$35,177	\$36,685

**Effective April 1, 2023**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Level A	\$27,599	\$29,133	\$30,669
Level B	\$30,054	\$31,591	\$33,122
Level C	\$32,508	\$34,407	\$35,577
Level D	\$34,345	\$35,881	\$37,419

**Effective April 1, 2024**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Level A	\$28,151	\$29,716	\$31,282
Level B	\$30,655	\$32,223	\$33,784
Level C	\$33,158	\$35,095	\$36,289
Level D	\$35,032	\$36,599	\$38,167

**Effective April 1, 2025**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Level A	\$28,714	\$30,310	\$31,908
Level B	\$31,268	\$32,867	\$34,460
Level C	\$33,821	\$35,797	\$37,015
Level D	\$35,733	\$37,331	\$38,930

## **SCHEDULE “F”**

### **School Boards Covered by this Collective Agreement**

Newfoundland and Labrador English School District

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

**SCHEDULE "G"**



**Labrador Benefits Agreement**

Between

Her Majesty The Queen  
In Right of Newfoundland  
(Represented Herein by the Treasury Board)

College of the North Atlantic

Labrador-Grenfell Regional Health Authority

Municipal Assessment Agency Inc.

Newfoundland and Labrador Housing Corporation

Newfoundland and Labrador School Boards Association

Newfoundland Liquor Corporation

And

Canadian Union of Public Employees

Newfoundland and Labrador Association of Public & Private Employees

Registered Nurses' Union Newfoundland and Labrador

Newfoundland and Labrador Teachers Association

Royal Newfoundland Constabulary Association

Signed: February 10, 2020

Expires: March 31, 2022

**ARTICLE 1**

**SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Registered Nurses' Union Newfoundland and Labrador, 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 agreements.

**ARTICLE 2**

**DURATION**

- \*2.1 This agreement shall be effective from the February 10, 2020, and shall remain in full force and effect until March 31, 2022. 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."

	<b>LABRADOR ALLOWANCE</b>		
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
<b>GROUP 2</b>	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
<b>GROUP 3</b>	10-Feb-20	3558	7089
	1-Apr-20	3598	7129
	1-Apr-21	3638	7169

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees 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 their hours of work excluding overtime.

- \*3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

**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). The travel allowance shall be paid out during the pay period following April 15<sup>th</sup> at the rate in effect on April 15<sup>th</sup> of the year in which the allowance is to be paid.

	<b>TRAVEL ALLOWANCE</b>		
	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	10-Feb-20	911	702
	1-Apr-20	950	702
<b>GROUP 2</b>	10-Feb-20	962	754
	1-Apr-20	1001	754
<b>GROUP 3</b>	10-Feb-20	1015	806
	1-Apr-20	1054	806

- \*4.2
  - \*(a) This allowance shall be paid to employees in the first pay period following April 15<sup>th</sup> of each year on a pro-rated basis in accordance with their 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 at March 31<sup>st</sup> of each year.
  - \*(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 the employee's 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
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (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 spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, 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. E.g. 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 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

**ARTICLE 6**

**EXISTING GREATER BENEFITS**

- 6.1 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 7**

**DEFINITIONS**

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under 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 or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- \*7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

**SCHEDULE A**

**COMMUNITY GROUPING**

The employee's community grouping shall be determined by the location of their headquarters.

**GROUP 1**

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

**GROUP 2**

Red Bay  
L'Anse au Loup  
L'Anse au Clair  
Forteau  
Pinware  
West St. Modest  
Mud Lake  
Cartwright  
Mary's Harbour  
Port Hope Simpson  
St. Lewis  
Charlottetown  
Lodge Bay  
Paradise River

**GROUP 3**

Rigolet  
William's Harbour  
Norman's Bay  
Black Tickle  
Pinsent's Arm  
Makkovik  
Postville  
Hopedale  
Davis Inlet/Natuashish  
Nain

**MEMORANDUM OF UNDERSTANDING**

**Re: Nurses Committee**

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

**MEMORANDUM OF UNDERSTANDING**

**Re: Labrador Benefits Agreement - Interpretation**

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:  
Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

- 4) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

*Earl Hann*

**Earl Hann**  
**On behalf of the Unions**

*Lisa Curran*

**Lisa Curran**  
**On Behalf of the Employers**

*Jan. 16, 2020*

**Date**

*February 10, 2020*

**Date**

February 10, 2020

Mr. Steve Brooks  
Executive Director  
Newfoundland and Labrador  
Teachers' Association  
3 Kenmount Road  
St. John's, NL A1B 1W1

Dear Mr. Brooks:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,



**Lisa Curran**  
Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999

February 10, 2020

Mr. Jerry Earle  
President  
NAPE  
330 Portugal Cove Place  
St. John's, NL, A1B 3M9

**Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)**

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from the Human Resource Secretariat (HRS) of the Government of Newfoundland and Labrador, the Newfoundland and Labrador English School District (NLESD) and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

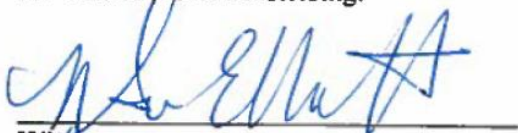
Yours truly,

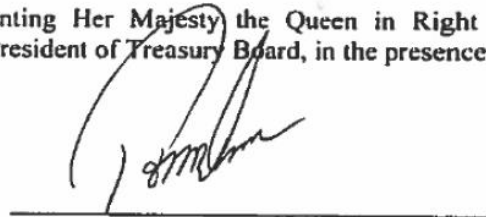


**Lisa Curran**  
Chief Negotiator  
Collective Bargaining Division

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 Tom Osborne, President of Treasury Board, in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

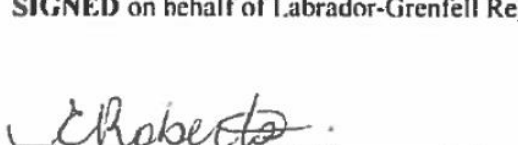
  
\_\_\_\_\_  
President of Treasury Board

**SIGNED** on behalf of the College of the North Atlantic

  
\_\_\_\_\_  
Witness

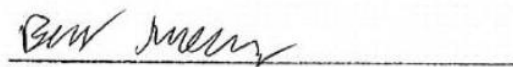
  
\_\_\_\_\_  
College of the North Atlantic *for*  
Bruce Hallett

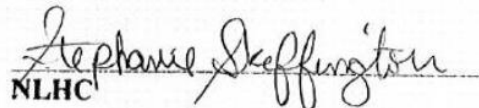
**SIGNED** on behalf of Labrador-Grenfell Regional Health Authority

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Labrador-Grenfell RHA

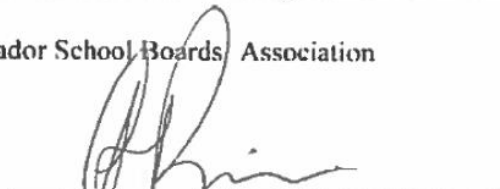
**SIGNED** on behalf of the Newfoundland and Labrador Housing Corporation

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLHC

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLSBA



SIGNED on behalf of the Newfoundland Liquor Corporation

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Newfoundland Liquor Corporation

SIGNED on behalf of the Municipal Assessment Agency

  
\_\_\_\_\_  
Witness

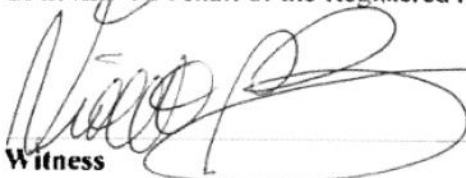
  
\_\_\_\_\_  
Municipal Assessment Agency

SIGNED on behalf of the Canadian Union of Public Employees

  
\_\_\_\_\_  
Witness

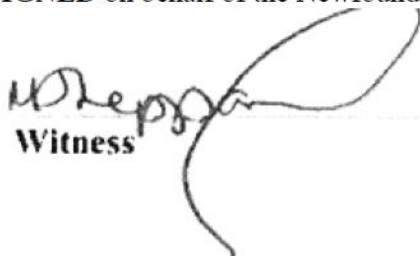
  
\_\_\_\_\_  
CUPE

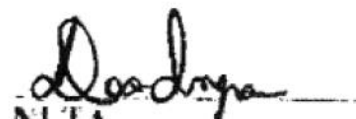
SIGNED on behalf of the Registered Nurses' Union Newfoundland and Labrador

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
RNUNL

SIGNED on behalf of the Newfoundland and Labrador Teachers' Association

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NLTA

**SCHEDULE "H"**  
**NUMBER OF WEEKS OF PAY IN LIEU OF NOTICE**

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

**SCHEDULE “I”**  
**SUMMARY OF GROUP INSURANCE BENEFITS**  
**FOR MEMBERS OF THE**  
**GOVERNMENT OF NEWFOUNDLAND PLAN**

The online “Employee/Retiree Benefits” booklet contains a more detailed description of the benefits and the member’s responsibilities under the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the Government website at [http://www.exec.gov.nl.ca/exec/tbs/working\\_with\\_us/employee\\_benefits.html](http://www.exec.gov.nl.ca/exec/tbs/working_with_us/employee_benefits.html) for further information.

**BENEFITS**

**BASIC GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$1,000,000.

If your insurance ceases on or prior to age 65, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants **within 31 days** of the termination and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

**DEPENDENT LIFE INSURANCE**

In the event of the death of your spouse or dependent child from any cause whatsoever, while you and your dependents are insured under the plan, the insurance company will pay you \$10,000 in respect of your spouse and \$5,000 in respect of each insured dependent child. This applies to those employees with family health coverage only.

**BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided 24 hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

**Schedule of Benefits**

**100% of Principal Sum for Loss of or Loss of Use of:**

- Life
- Sight of One Eye
- Speech

- One Arm
- One Leg
- One Hand
- One Foot

**66 2/3% of Principal Sum for Loss of or Loss of Use of:**

- Hearing in One Ear
- Thumb and Index Finger
- Four Fingers of One Hand

**33 1/3% of Principal Sum of Loss of:**

- All Toes of One Foot

**200% of Principal Sum for Loss of Use:**

- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

"Loss" means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

"Loss of use" means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

No benefits are paid for injury or death resulting from:

- suicide while sane or insane;
- intentionally self-inflicted injury or suicide;
- viral or bacterial infections, except pyogenic infections occurring through the injury from which loss is being claimed;
- any form of illness or physical or mental infirmity;
- medical or surgical treatment;
- service, including part-time or temporary service, in the armed forces of any country;
- war, insurrection or voluntary participation in a riot;
- air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft.

The following additional benefits are also included; please see your employee booklet for details:

Repatriation Benefit	Occupational Training Benefit	Identification Benefit
Wheelchair Benefit	Seat Belt Benefit	Funeral Expense Benefit
Education Benefit	Hospital Confinement Benefit	Workplace Modification Benefit
Weekly Benefit	Daycare Benefit	Family Transportation Benefit
Business Venture Benefit		

## **WAIVER OF PREMIUM PROVISION**

If an insured member becomes totally disabled before age 65, the group life, dependent life, accidental death and dismemberment, voluntary accidental death and dismemberment, voluntary term life insurance, and critical illness may be continued to age 65 without payment of premiums. To have premiums waived, claims forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

## **HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS**

### **Hospital Benefit**

If you or any of your insured dependents are confined in a hospital coverage is provided at 100% to a covered maximum of \$85 per day.

### **Prescription Drug Benefit**

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's dispensing fee plus any applicable surcharge over the ingredient cost. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. The Government of Newfoundland and Labrador, through a consultation process with the insurer and drug experts, determines the drugs that are covered under the plan, and typically follows the recommendations of The Canadian Expert Drug Advisory Committee. There is no guarantee or obligation expressed or implied that all drugs recommended by physicians will be covered by the plan. Some drugs may require special authorization, details of the special authorization process are outlined in the online "Employee/Retiree Benefits" booklet.

### **Vision Care Benefit**

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons. Coverage is provided at 80% to a covered maximum of \$70.
- b) 100% of the maximum covered expense of \$150 for single vision lenses and frames, \$200 for bifocal lenses and frames and \$250 for trifocal and progressive adaptive lenses and frames every three calendar years. **For dependent children under age 18 expenses are eligible once in a calendar year provided there is a change in the strength of their prescription.** Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) 100% of the maximum covered expense of \$250 every two calendar years for the purchase of contact lenses when prescribed for severe corneal scarring, keratoconus or aphakia and if the cornea is impaired so that visual acuity cannot be improved to at least to 20/40 level in the better eye with eyeglasses.

- d) one pair of eyeglasses when prescribed by an Ophthalmologist following non-refractive eye surgery, to 100% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision, bifocal, trifocal or progressive adaptive lenses so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form. Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

### **Extended Health Benefit**

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchairs, braces, crutches, ambulance service, chiropractors, to name a few. Pre-authorization is required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your online employee benefit booklet for details.

### **Services not Covered Under the Supplementary Health Insurance Program**

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- Expenses private insurers are not permitted to cover by law
- Services or supplies for which a charge is made only because you have insurance coverage
- The portion of the expense for services or supplies that is payable by the government public health plan in your home province, whether or not you are actually covered under the government public health plan
- Any portion of services or supplies which you are entitled to receive, or for which you are entitled to a benefit or reimbursement, by law or under a plan that is legislated, funded, or administered in whole or in part by a provincial / federal government plan, without regard to whether coverage would have otherwise been available under this plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
  - treatment performed only for cosmetic purposes
  - recreation or sports rather than with other daily living activities
  - the diagnosis or treatment of infertility
  - contraception, other than contraceptive drugs and products containing a contraceptive drug
- Services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Great-West Life to be a covered service or supply
- Extra medical supplies that are spares or alternates

- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in your home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Vision care services and supplies required by an employer as a condition of employment
- Prescription sunglasses and safety glasses

### **Group Travel Insurance**

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under Group Travel Insurance is limited to a maximum of ninety (90) days per trip for travel within Canada. Coverage commences from the actual date of departure from your province of residence. Coverage under Group Travel Insurance is limited to thirty (30) days per trip for travel outside Canada. Coverage commences from the actual date of departure from Canada.

A person with an existing medical condition must be stable for 3 months prior to travelling. Stable means there has been no period of hospitalization, no increase or modification in treatment or prescribed medication, or no symptom for which a reasonably prudent person would consult a physician. Stable dosage does not apply to diabetics.

Additional coverage is available from Great-West Life on an optional pay all basis.

## **OPTIONAL BENEFITS**

### **Optional Group Life Insurance**

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

### **Optional Accidental Death and Dismemberment Insurance**

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

### **Optional Long Term Disability Insurance**

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be under the age of 65 and be a member of either the Public Service Pension Plan

or the Uniformed Services Pension Plan. To be eligible for LTD benefits, claim forms must be submitted with 10 months from date of disability and the employee must be totally disabled for at least 119 calendar days.

### **Optional Dental Care Insurance**

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

### **Optional Critical Conditions Insurance**

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event they and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

### **GENERAL INFORMATION**

For the purpose of the group insurance program, the following definition of dependent is applicable:

#### Spouse

- (a) an individual to whom you are legally married; or
- (b) an individual of the same or opposite sex who has been publicly represented as your spouse for at least one year.

#### Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
  - (a) under 21 years of age and dependent upon you for support and maintenance;
  - or
  - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
  - (c) age 21 or over who is incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25. A child is considered functionally impaired if they are incapable of supporting themselves due to a physical or psychiatric disorder.

Children of your spouse are considered dependents only if:

- they are also your children; or
- your spouse is living with you and has custody of the children

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hour per week, unless the child is a full-time student.

### **Eligibility**

- all full-time permanent employees working a regular work week are required to participate on the first day of employment



- all part-time permanent employees working a minimum of 50% of the regular work week are required to participate from the first day of employment
- all full-time temporary employees, if hired for a period of more than three months, are required to participate from the first day of employment. Full-time temporary employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are required to participate on the date of notification that their employment was extended.
- all contractual employees, if hired for a period of more than three months, are eligible from the first day of employment. Contractual employees who are hired for a period of less than three months, who have their contract extended for an additional period of at least three months, are eligible to participate on the date of notification that the contract was extended. Contractual employees are not eligible to participate beyond 31 days of their eligibility date.
- all regular seasonal employees are required to participate in the plan from their first day of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, regular seasonal employees have the option to continue coverage provided the employer is duly notified prior to the commencement of the layoff. **Coverage will not continue unless a “Continuation of Coverage” form is completed, signed, and given to your Group Plan Administrator prior to you leave.**
- all casual employees working a minimum of 50% of the normal working hours for their job classification in the previous calendar year are required to participate in the following policy year (April 1 to March 31). Eligibility for casual employees is reviewed on an annual basis.
- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Optional Long Term Disability and Critical Illness will terminate. Basic Life and Basic AD&D coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first.
- for retirees, upon attainment of age 65, all basic life and optional life insurance policies terminate. At age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime. You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.
- In the event of your death, your surviving spouse and any insurable dependent children, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

### **EMPLOYEE AND RETIREE RESPONSIBILITY**

You should note that you have responsibilities to fulfill. You are responsible for the following:

- For ensuring that you have applied for the coverage you wish to have for yourself on your enrolment forms and your dependents within the appropriate time frames.

- To change your coverage from single to family within the appropriate time frame. If the coverage is not changed within 31 days of acquiring your first eligible dependent an Evidence of Insurability on Dependents is required for approval.
- To add a spouse to this plan in the event that they lose coverage under another plan within a 31 day period following the loss of coverage to avoid having to provide medical evidence.
- For examining payroll deductions for each pay period for all group insurance benefits. Examples would include family versus single coverage and optional benefit premiums particularly when you have requested changes in coverage and at the annual renewal date when the premiums are adjusted. This will ensure accuracy and allow for corrections on a timely basis. Coverage details can be confirmed through pay stubs, your plan administrator, employers online benefit statements (where available), and the insurance carrier (their website and their toll free number)
- For amending your coverage to delete any coverage you no longer require. Contributions which you have paid are not refundable if they were consistent with the application on file.
- For effecting conversion of the coverage eligible to be converted upon the earlier of termination of employment or at age 65.
- For accurately completing the necessary forms required for continuing benefits while on maternity leave, sick leave, special leave without pay, retirement, etc. It is extremely important these arrangements be made prior to commencing eligible leave. For continuation of group life and health insurance while on temporary lay-off or on unpaid leave you are responsible for the payment of the full premium amount (employer/employee contributions) and failure to remit will result in termination of coverage. You are also responsible for the payment of the full premium amount (employer/employee contributions) if you are a casual/hourly employee and you maintain benefits during a pay period when you have not worked and have not received pay. Failure to remit premiums will result in the termination of coverage.
- For providing appropriate claim information necessary to process LTD and/or Waiver of Premium claims as well as to ensure notice of claim/proof of claim where necessary has been provided within appropriate time frames as required under the contract.
- For providing appropriate medical information necessary to add a dependant as functionally impaired to continue their coverage beyond the age a dependant would otherwise terminate based on contract guidelines
- For completing the appropriate forms accurately, completely, and within applicable timeframes for such things as change of address, addition or deletion of a dependent, and other significant matters that can change or otherwise affect your coverage.
- To register overage student dependents between age 21 and 25 at the beginning of each school year. Failure to do so may impact coverage.
- Reviewing the online employee benefit booklet, contacting the insurance carrier and/or your organization's plan administrator to ensure you have a sound knowledge of the benefits

available, extent of coverage, eligibility criteria, exclusions, restrictions, medical underwriting requirements, conversion options, continuation of benefits, predeterminations and other important requirements of the program.

- Providing proof of the purchase of pension service that may reduce LTD premiums. Premiums will only be adjusted when the plan administrator has been notified and received verification despite the date the purchase may have occurred.
- For notifying your plan administrator if the deletion of an overage dependant requires a change in your premiums from family to single coverage.

**SCHEDULE J**  
**EMPLOYEE ASSISTANCE PROGRAM**

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

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

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

**BASIC PRINCIPLES**

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

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

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

The EAP encourages employees to seek help voluntarily.

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

The Committee oversees the operation of this Program.

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

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

## JOINT LABOUR MANAGEMENT COMMITTEE

### COMPOSITION OF THE COMMITTEE

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

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

### JURISDICTION OF THE COMMITTEE

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

### RESPONSIBILITIES

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

### ADMINISTRATION

#### FREQUENCY OF MEETINGS

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

#### AGENDA

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

## RECORD OF MEETINGS

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

## ROLES AND RESPONSIBILITIES

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

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

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

The responsibilities of :

- Co-ordinators and/ or the Director
  - a) To thoroughly understand and consistently apply the principles of the EAP.
  - b) To interview all employees who request assistance through the EAP, and to provide them with full information regarding participation in the program.
  - c) To provide direct help in assisting employees, to advise employees of other helping services available, and to arrange for referral for assessment or treatment.
  - d) To monitor the progress of employees referred to the Program, where appropriate.
  - e) To provide general information and statistics to the Joint Labour management Committee ( JLMC) on request.
  - f) A cornerstone of the EAP is confidentiality with respect to all matters associated with professional services to clients. The EAP Coordinators demonstrate respect for the trust and confidence placed in them by clients, by protecting the privacy of client information and respecting the clients right to control when or whether this information will be shared with third parties. The general expectation that EAP Coordinators will keep information confidential does not apply when there is a professional duty or obligation to disclose information, or where there is serious, imminent, or foreseeable harm to a client, employee, or others. This caution will be explained to the employee at the earliest possible opportunity.
- Managers/supervisors
  - a) To establish and communicate to their employees the level of work performance that will be considered satisfactory.

- b) To observe and document instances of unsatisfactory job performance.
- c) Where in the opinion of the manager that work performance is unsatisfactory and that there exists a potential need for counselling service, the manager should inform the employee of the EAP Program.
- Human Resources Directors /Managers
  - a) To understand and to distribute up-to-date information about the EAP to all employees in their department or agency.
  - b) To ensure that all employees are aware of the EAP and the application of confidentiality practices.
- Union Representatives

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

- a) To fully understand the roles and responsibilities outlined in the operational procedures and operations issued by the Director of the EAP in consultation with the JLMC.
- b) To ensure that the employee's rights under the Collective Agreement and under the EAP are clearly explained.
- c) Upon the request of an employee, become involved in any interview so that both the Union/Association and the Employer can encourage the employee to accept help through the EAP.
- d) To provide support to the employee during their participation in the EAP.
- Employee

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

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

## EAP REFERRAL PROCEDURES

Employees may access EAP through:

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

2. Workplace Assisted Referral:

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

3. Formal Referral

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

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

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

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

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



## CONFIDENTIALITY

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

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

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

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

## FOLLOW-UP

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

## CONCLUSION

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

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

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

**SCHEDULE K**  
**THE CLASSIFICATION REVIEW AND APPEAL PROCESS**

**A. Definitions**

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

**B. Classification Review Process**

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

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

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

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

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

### **C. Classification Appeal Process**

1. If an employee is dissatisfied with the decision of the Classification & Organizational Design Division, an appeal of the decision may be submitted to the Classification Appeal Adjudicator of the Public Service Commission. The request for an appeal must identify which factor(s) is/are being challenged and the associated rationale for each factor(s). The appeal process is restricted to those factors identified as being challenged and sufficient reasoning provided.
2. All such appeals shall be submitted to the Classification Appeal Adjudicator in writing within a period of not more than fourteen (14) days after the receipt by an employee of notification of the Classification & Organizational Design Division's decision as above mentioned.
3. A classification appeal of specific factor(s) shall not be accepted by the Classification Appeal Adjudicator based on job content which differs from that reviewed by the Classification & Organizational Design Division. In such a case, the employee or group of employees shall first approach the Classification and Organizational Design Division seeking a further review on the basis of the new circumstances involved.

4. The Classification Appeal Adjudicator shall be an independent position created within the Public Service Commission.
5. The Classification Appeal Adjudicator is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
6. Changes in these procedures shall be recommended for approval only after co-ordination with the Public Service Commission, and the Human Resource Secretariat.
7. The Classification Appeal Adjudicator may render decisions based on the information provided or may hold hearings if deemed necessary. The appellant may be required to appear at any time and in any place in the province deemed desirable.
8. The Classification Appeal Adjudicator shall only consider and rule upon the factors challenged by an individual employee, or group of employees having identical classifications, provided that such employee or group shall first have submitted their request in accordance with Section 3 of Part B and shall have been notified in writing of the Classification & Organizational Design Division's decision on the request.
9. The Classification Appeal Adjudicator has the right to refuse to receive or hear an appeal if it considers that the grounds on which the appeal was submitted are irrelevant or not in accordance with Sections 1 and 2 of Part B.
10. The employing organization concerned shall allow time off from regular duties to any employee who is required by the Classification Appeal Adjudicator to appear before them and, in respect of such absence; the employee shall be regarded as being O.H.M.S. It is the responsibility of the employee to obtain the prior approval of the permanent head before absenting themselves from their duties for this purpose.
11. On receipt of an appeal from an employee or a group of employees, the Classification Appeal Adjudicator may request the Classification & Organizational Design Division to assemble all pertinent information prepared as a result of the classification review, a copy of which will be provided to the appellant and the immediate supervisor by the Classification Appeal Adjudicator.
12. Where the appellant requires clarification on any point contained in the classification file or wishes to comment on any aspect of the classification file, they must file with the Classification Appeal Adjudicator within fourteen (14) days of receiving the file, a written statement including any supporting documentation which details their questions or comments.
13. A copy of the appellant's written statement and supporting documentation will be sent by the Classification Appeal Adjudicator, within three (3) days of receipt, to the Classification & Organizational Design Division who may respond or be requested to respond in writing within fourteen (14) days to the questions or observations raised by the appellant. Such response shall be forwarded by the Classification Appeal Adjudicator to the appellant within three (3) days of receipt. This cumulative documentation shall then constitute the entire appeal file to be considered by the Classification Appeal Adjudicator.

14. Where the Classification Appeal Adjudicator is satisfied that all relevant documentation is on file, it shall determine whether a hearing is warranted or if a decision can be rendered on the basis of the written documentation provided.
15. Where in the opinion of the Classification Appeal Adjudicator a group of appellants' position description questionnaires are sufficiently similar, have identical ratings and the appellants are employed in the same classification by the same organization, the Adjudicator may propose the consolidation of individual appeals to those appellants such that the appeals of individuals may be decided upon in a group appeal.
16. Where the Classification Appeal Adjudicator proposes a group review, the individual appellants must indicate their agreement with the group review in writing.
17. Where not all appellants agree to consolidation, the Classification Appeal Adjudicator will first decide on a consolidated basis the appeals of those appellants who are in agreement with consolidation. Those appellants not in agreement shall be provided an opportunity for individual review, as soon as practical following the determination of a consolidated appeal.
18. When the Classification Appeal Adjudicator renders a decision on those factors challenged on the basis of the written documentation, notification of such decision on those factors challenged shall be forwarded to the Classification & Organizational Design Division. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.
19. If a hearing is warranted, the appellant, a permanent head or management designate and a representative of Classification & Organizational Design Division may be requested to appear before the Classification Appeal Adjudicator.
20. Appellants are to be given two opportunities to postpone appeal hearings after which appeals will then be withdrawn by the Classification Appeal Adjudicator.
21. The hearing will be presided over by the Classification Appeal Adjudicator who will retain control over the conduct of the hearing and who will rule on the relevancy of any questions raised by any of the parties.
22. The Classification Appeal Adjudicator may adjourn the hearing and order the appearance of any person or party who, at the Classification Appeal Adjudicator's discretion, it deems necessary to appear to give information or to clarify any issue raised during the hearing.
23. Following the conclusion of the hearing, the Classification Appeal Adjudicator will deliberate on and consider all relevant evidence and supporting information. Within fifteen (15) working days of reaching a decision, the Classification Appeal Adjudicator shall inform the Classification & Organizational Design Division in writing over the signature of the Classification Appeal Adjudicator of their decision on those factors challenged and a detailed explanation of the rationale of any change from the Classification & Organizational Design

Division's original determination. The Classification & Organizational Design Division will notify and provide the necessary authority to the employing agency as well as provide a copy of the Classification Appeal Adjudicator's decision and the impact, if any, on the position to the appellant and their designate.

24. The Classification Appeal Adjudicator is required to submit written reasons to the Classification & Organizational Design Division for those decisions that result in changes in the factors challenged.
25. The impacts of changes in ratings arising from decisions of the Classification Appeal Adjudicator shall be processed by the Classification & Organizational Design Division in accordance with the Human Resource Secretariat's compensation policies.
26. The decision of the Classification Appeal Adjudicator on an appeal is final and binding on the parties to the appeal.
27. An appeal shall be regarded as closed:
  - when a decision is rendered thereon by the Classification Appeal Adjudicator;
  - if the appellant requests in writing the withdrawal of the appeal;
  - in the event an employee is dismissed with cause; or
  - if the appellant postpones a hearing in accordance with Section 20 of Part C.

**MEMORANDUM OF UNDERSTANDING - 2004**  
**HEALTH INSURANCE**

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

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

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

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

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1<sup>st</sup> of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.
7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.

8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

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

9. Group Insurance Committee Membership

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.



**MEMORANDUM OF UNDERSTANDING - 2004  
AGREEMENT ON PENSIONS**

The Parties agree to the following:

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING**  
**Re: OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) ELIGIBILITY**

The parties hereby confirm and acknowledge:

1. Former employees who are deferred pensioners within the meaning of the *Other Post-Employment Benefits Modification Act*, S.N.L. 2014 c.O-9 (the “Act”) shall, as of the coming into force of the Act, only be entitled to OPEB in accordance with the Act.
2. Current employees as of the date of signing of the collective agreement who retire not later than December 31, 2019, with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Current employees as of the date of signing of the collective agreement who retire after December 31, 2019, shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of ten (10) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Employees who are hired subsequent to the date of signing of the collective agreement (“Newly Hired Employees”), shall qualify for OPEB only where such employees are:
  - a. Pension eligible;
  - b. Have a minimum of fifteen (15) years’ pensionable service; and
  - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
5. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
6. Notwithstanding clause 5 above:
  - a. Employees with service prior to the date of signing of the collective agreement who are hired subsequent to the date of signing of the collective agreement who retain portability of benefits under the collective agreement; or
  - b. Employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit in the public service and are re-employed in a NAPE Public Service bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service in the Public Service shall not be considered to be Newly Hired Employees for the purpose of the this Letter of Understanding.

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

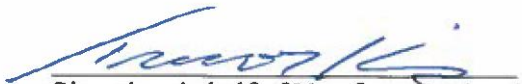
NAPE LX  
NAPE HP  
NAPE HS

NAPE Group Homes  
NAPE School Boards  
NAPE (CNA Faculty)  
NAPE (CNA Support)  
NAPE Workplace NL  
NAPE NLC  
NAPE MOS  
NAPE Student Assistants  
NAPE Air Services  
NAPE Marine Services  
NAPE Ushers  
NAPE General Service

7. Employees who do not meet the criteria noted in clauses 2, 3 or 4 above shall not be entitled to OPEB on ceasing active employment in the public service.
8. Employees who become entitled to OPEB pursuant to clauses 2 or 3 above shall pay 50% of the premiums of the plan and the employer shall pay 50%.
- \*9. Newly Hired Employees who become entitled to OPEB pursuant to clause 4 above shall pay premiums of the plan on the basis of their date of hire as follows:
  - a) employees hired up to March 31, 2020 shall pay 50% of the premiums of the plan and the employer shall pay 50%; and
  - b) employees hired subsequent to March 31, 2020 shall pay 60% of the premiums of the plan and the employer shall pay 40%.
- \*10. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 4 above shall be required to pay premiums in accordance with clause 9b) above.
11. This Letter of Understanding, made pursuant to s.3(2) of the Act, shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the coming into force of the Act.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....
13. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

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

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

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

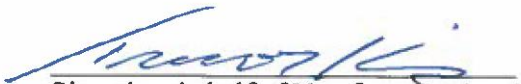
  
Signed on behalf of Treasury Board  
Secretariat

November 1, 2022  
Date

November 1, 2022  
Date

**\*MEMORANDUM OF UNDERSTANDING  
ATTRITION**

The Employer will, where necessary, and for the duration of this Collective Agreement, utilize a strategy of attrition where positions are vacated. The Union shall be provided the details of any attrition strategy the Employer intends to implement. Where positions are vacated through retirement, resignation, termination for cause or otherwise, and the Employer determines that it will not replace or fill the position(s), these position(s) will be identified to the Union on a quarterly basis.

  
Signed on behalf of Newfoundland and  
Labrador Association of Public and  
Private Employees

  
Signed on behalf of Treasury Board  
Secretariat

November 1, 2022  
Date

November 1, 2022  
Date

## \*MEMORANDUM OF AGREEMENT

Re: Kilometer Rate Adjustment Formula (NAPE)

### General

1. The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. The terms of this MOA shall be applicable to employees who are members of a bargaining unit covered by a collective agreement listed in Schedule 'A'.
3. \*Adjustments shall be calculated by the Treasury Board Secretariat and posted to the Human Resource Policies section of the Government of Newfoundland and Labrador website: <https://www.gov.nl.ca/exec/tbs/working-with-us/policies>. Should there be any dispute as to the calculated rate; the rate established by the Treasury Board Secretariat shall prevail.

### Adjustment Formula

4. Base Fuel Rate  
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
5. Fuel Price  
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
6. Base Kilometer Rate  
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in an applicable collective agreement.
7. Initial Adjustment – October 1, 2005
  - a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.  
$$(\textit{‘fuel price’ on October 1, 2005} - \$0.794) \times 0.10 = \textit{km rate adjustment}$$
  
$$[\textit{km rate adjustment is added to the ‘base kilometer rate’}]$$
  - \*b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).
8. Adjustment Dates (Monthly Adjustments)  
Effective July 1, 2022, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a monthly basis on the first day of each month.

9. Adjustment Formula

- a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.

$$(\text{'fuel price' on 'adjustment date'} - \$0.794) \times 0.10 = \text{km rate adjustment}$$

*[km rate adjustment is added to the 'base kilometer rate']*

- b) Kilometer rates shall be rounded to two decimal places after the dollar (\$0.00).

10. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

**Effective Date**

11. The MOA shall be effective July 1, 2022, and in accordance with Clause # 10, shall only be applicable to travel which occurs from that date forward.
12. This MOA may be terminated upon thirty (30) days' notice from either party.

**LETTER OF UNDERSTANDING RE: MARKET ADJUSTMENT**

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



March 31, 2018

Ms. Bernadine Power  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Power:

**Re: Article 8.01, Hours of Work and Overtime**

This will confirm the parties' agreement that notwithstanding A.8.01(a)(xi), which sets the hours of work for LAN Administrators at seven (7) hours per day, thirty-five (35) hours per week, the hours of work for the following employee currently employed in a LAN Administrator position in Goose Bay will be eight (8) hours per day, forty (40) hours per week.

Dexter Dancel

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

Ms. Bernadine Power  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Power:

**Re: A.12 Sick Leave**

The parties agree to the establishment of a committee composed of an equal number of union and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the unionized workforce throughout the public service of Newfoundland Labrador and to make non-binding recommendations to NAPE and Government. The terms of reference for the committee shall be determined within ninety (90) days of signing of the collective agreement.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

March 31, 2018

Ms. Bernadine Power  
Employee Relations Officer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Ms. Power:

**Re: Classification Review and Appeal Process Under Schedule K**

The parties agree that the Classification Review and Appeal Process in schedule K will form part of the collective agreement. However, the decision of the Adjudicator is binding on both parties and is not subject to the grievance or arbitration process.

Sincerely,



Bernadette Cole Gendron  
Staff Relations Specialist  
Human Resource Secretariat

April 1, 2020

Mr. Trevor King  
Secretary/Treasurer  
Newfoundland and Labrador Association  
of Public and Private Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**Re: Joint Trusteeship for Group Insurance**

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by December 31, 2020 and will conclude its work by December 31, 2021.

Sincerely,



Lisa Curran  
Chief Negotiator

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Smart Find**

Within thirty (30) days of signing of the Collective Agreement, representatives of the Newfoundland and Labrador English School District, Government of Newfoundland and Labrador and NAPE will meet to identify and address the employees concerns regarding the appropriate operationalization of the existing SmartFind scheduling system.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Letter of Commitment re: Other Post-Employment Benefits (“OPEB”)**

The parties recognize the mounting liabilities associated with the Other Post-Employment Benefits (OPEBs), and the resulting potential impact to the future sustainability of the Group Insurance Plan. Therefore, NAPE agrees to engage in a joint collaborative process with the Employer and other interested stakeholders to meet within ninety (90) days of the signing of the Collective Agreement to address those challenges with the Employer and find solutions to ensure the long-term sustainability of benefit plan.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Recruitment and Retention**

The Parties agree to establish a committee, with an equal number of representatives from the Employer and Union, within one hundred and twenty (120) days of signing the agreement in an effort to identify issues with recruitment and retention in all NAPE bargaining units.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Remote Work/Telework**

The parties recognize the benefits of access to E-Work arrangements for Employees and Employers. The parties also recognize the value in conducting a review of the current policies and practices regarding e-work arrangements within the Government, Agencies, Boards and Commissions and Regional Health Authorities.

Within six (6) months of signing the Collective Agreement, the Employer will complete a review of the current E-work arrangements policy to determine necessary updates. The Employer will consult with the Union regarding the details of the review and provide opportunity for feedback via that consultation. The review will include but not be limited to: eligibility and operational requirements, defined hours of work, work performance requirements and evaluation, remote supervision and employee health and safety, equipment, termination of agreement and any other terms as agreed by the parties.

Current e-work arrangements will remain in place subject to the above referenced review.

Sincerely,



Amy Collins  
Director of Collective Bargaining



November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Statutory Holiday Replacement**

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all of the statutory holidays outlined in the collective agreement. The Employer will endeavor to accommodate such requests and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as: *A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.*

The Employee shall inform the Employer of their choice(s), in writing, prior to November 15 in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15<sup>th</sup> in the calendar year before the new designations take effect, the Employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavor to accommodate such requests received after November 15<sup>th</sup> in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not be unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replaced are now applied:

- (a) The newly designated holiday days will attract all benefits of the collective agreement as if that day were the actual statutory holiday that they are designated to replace.
- (b) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest, and will not attract any additional benefit previously attributable to it as a statutory holiday: all such benefits will have transferred to the designated replacement day(s).

- (c) Where the Employer does not provide service on a day described under (b) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work to the employee on that day.
- (d) Where the employer is unable to provide meaningful work on that day, the employee may access vacation, banked overtime, or other like paid banks to cover the missed day of work.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Health Insurance**

The parties agree to apply the *Memorandum of Understanding - 2004 Health Insurance for employees* to participate in the group insurance program as it relates to “**temporary**” employees as follows:

- Employees who qualify to enroll in the group insurance program based on hours worked in the previous calendar year and, subsequent to meeting the eligibility criteria, change employment status or move to a position with an authorized period of employment of less than 3 months.
- Employees who gain eligibility in a temporary or temporary call-in position is to retain eligibility regardless of a change in position.

Eligibility for “**temporary**” employees will remain subject to the annual hours required to maintain their eligibility for future years.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Job Evaluation System**

The parties shall form a Committee, within one hundred and twenty (120) days of contract signing, of equal representatives of NAPE and Government officials in an effort to explore opportunities to improve upon the JES.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Public Health Emergency**

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

1) Self-Isolation

Employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness may (where applicable - this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to a **maximum of seventy- five (75) hours per year**. Employees who work less than full time hours will receive the benefit on a pro-rata basis. Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours, unless there is sufficient reason on the part of the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

2) Remote Work

Employees may be required to work remotely where the capability exists and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.

3) Use of Sick Leave

Employees who exhibit symptoms of a public health illness and who cannot work remotely, are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current

public health emergency, use of long-term sick leave and attendance support planning may still be required.

4) Re-Deployment

The Parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such re-deployment shall be done in consultation with the Union.

The parties further agree to enter into agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Travel on Employer's Business – Business Insurance**

As per Article 20 relating to travel on Employer's business, upon submission of a receipt, reimbursement of the difference in cost between personal and business insurance for those employees who are required, as a condition of employment, to have access to an automobile for use on government business.

In the event that there is a discrepancy between this letter and Article 20, the conditions outlined in this letter prevail.

Sincerely,



Amy Collins  
Director of Collective Bargaining

November 1, 2022

Mr. Trevor King  
Secretary/Treasurer  
NAPE  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. King:

**\*Re: Severance Pay**

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

Employees who qualified for and elected to defer the payment of severance pay beyond March 31, 2018 cannot extend beyond the end of the period of employment and the redemption value shall be frozen as of March 31, 2018, for both accumulated service and weekly salary.

Sincerely,



Amy Collins  
Director of Collective Bargaining



## **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 THE MASTER AGREEMENT OF 2001.**

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

### **Labrador School District # 1**

#### 2.03 (e) 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.

## **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.

- 19.01 (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.

**\*HOLIDAYS**

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.

Lester Pottle  
Katie Haye  
Ellen Adams

**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**  
Wanda Hiscock  
Sandra Reid  
Violet Humby

**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 school year will receive the full benefit.

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**

Brent Coish  
Patrick Dalton  
Sandra Reid  
Wanda Hiscock  
Violet Humby

**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

They are 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 they was laid off from or to a position in a work location more than ten (10) kilometers from their home.

**ARTICLE 14**  
**PROMOTION AND STAFF CHANGES**

Role of seniority in Promotion and Transfers

Add to the current 23.03 the following sentence:

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

14.05 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, St. Patrick’s Day and Discovery 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, they shall receive pay at time and one half for all hours worked, plus either their 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:

Jerome Osmond  
Tony Greene  
Randy Osmond  
Wilma Lee Taylor  
Michelle Walters

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

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

Cindy McCarthy  
Sandy Caines  
Gertrude O'Quinn  
Michael Benoit

**RE: CONSEIL SCOLAIRE FRANCOPHONE PROVINCIAL (DISTRICT #11)**

Lucy Cornect  
Neil Cornect

**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 their last scheduled working day prior to, or their 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**

Wanda Leprieur	Sandra Billard	Sandy Caines	James Billard
Jerome Osmond	Cindy McCarthy	Laura Kendall	Jerry Dove
Gertrude O'Quinn	Annie Rose	Michael Benoit	Valetta Smith
Randy Osmond	Tony Greene	Cletus Janes	
Wilma Lee Taylor		Michelle Walters	

**ARTICLE 27**  
**INCAPACIATED WORKER PROVISION**

Older Worker Provision

An employee who, through advancing years or temporary disablement, who is not pensionable and is unable to perform their regular duties will be employed in some other work which they 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 their current position, whichever occurs first.

Smith, Valetta	Billard, James
Osmond, Jerome	Billard, Sandra

**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**

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

(b) Janitorial service for school rentals to groups 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.

**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 their regular duties will be employed in some other work which they 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 21 - TERMINATION OF EMPLOYMENT**

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

**LETTER OF UNDERSTANDING**  
**RE: UNIFORM AND CLOTHING ALLOWANCE**

March 25, 2004

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:

**\*Former Exploits-White Bay Roman Catholic Agreement (Article 31)**

Brenda Power, Exploits Valley High – Greenwood Division, Grand Falls - Windsor

**\*Former Bay d’Espoir Integrated School Board (Article 31)**

Beverly Riggs, St. Peter’s All Grade, McCallum

**LEWISPORTE/GANDER SCHOOL DISTRICT #6**

**ARTICLE 3 - RECOGNITION**

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

3:05 (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 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 their regular duties will be employed in some other work which they 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 21 - TERMINATION OF EMPLOYMENT**

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

**VISTA SCHOOL DISTRICT #8**

8.01 (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 am to 4:00pm exclusive of one hour meal break. All other workers shall work from 8:00am to 4:30pm exclusive of a one hour meal break. No employee shall be required to work more than five consecutive straight time hours on a daily basis without a meal period.

8.02 (b) On all days in which a part-time employee is required to work, their hours of work will not be less than three (3) hours per day or fifteen (15) hours per week.

This does not apply in cases where employees are called in to replace an employee who is on Early and Safe Return to Work under Workplace Health and Safety Compensation.

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.

**AVALON WEST SCHOOL DISTRICT #9**

4:01(a) Union and employer agree to incorporate the list as appears in Schedule “A” into 8:01 as long as the exclusion list in Schedule “C”, below is maintained.

**SCHEDULE “C”**

**CLASSES OF EMPLOYEES EXCLUDED FROM THE BARGAINING UNIT.**

Administrative Assistants	Manager of Pupil Transportation (Formerly Supervisor of Transportation)
Assistant Directors of Education	Operations Manager (Formerly Supervisor of Operations)
Associate Assistant Directors of Education	Student Assistants
Comptroller	Director of Education
Confidential Secretaries	Human Resource Administrators
Contractual Employees	Work Term Students
Executive Assistants	Other employees above the rank of non-working forepersons
Teachers	Employees governed by other collective agreements

Other employees above the rank of Non-Working Forepersons  
Employees governed by other collective agreements

**ARTICLE 15 – HOURS OF WORK**

15.01(a) (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.

**ARTICLE 17 – ANNUAL LEAVE**

Agreed to continue to grandparent the employees who were employed and entitled to this Leave as of March 31, 2001. A list of employees has been provided to local presidents and individual employees have been notified.

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

From one (1) year up to and including eight years, at the rate of one and one-quarter (1 ¼) 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 2/3) days per month to a maximum of twenty days per year; after sixteen years, at the rate of two and one-twelfth (2 1/12) days per month to a maximum of twenty-five days per year.

**ARTICLE 19 – LEAVE OF ABSENCE (Bereavement)**

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.”

Agree to grandparent the employees who were employed and entitled to this leave as at March 31, 2001.

**ARTICLE 25 – SEVERENCE PAY**

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

Agree to grandparent the employees who were employed and entitled to this leave as at March 31, 2001.

**LETTER OF INTENT**

**RE: ARTICLE 15 HOURS OF WORK**  
**ASCENSION COLLEGIATE**

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

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

**Conseil scolaire francophone provincial, District #11**

**ARTICLE 1 - RECOGNITION**

The Conseil scolaire francophone provincial recognizes the Union as the sole and exclusive collective bargaining agent for the following classes of employees:

Maintenance Repairman Trades Worker 1	CG-24
School Secretary Clerk Typist 3	CG-26
Janitor Utility Worker 1	CG-19

**MEMORANDUM OF UNDERSTANDING**

1. It is agreed that with the exception of the recognition clause noted above, articles contained in Appendix A pertaining to the Cormack Trail School District will apply to the following grand-fathered employees of the Conseil scolaire employed on the island portion of the province:

Mr. Neil Cornect  
Mrs. Lucy Cornect

**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 school year will receive the full benefit.

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.



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

**BETWEEN**

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

(hereinafter collectively called the “District”)

of the first part

**AND**

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

(hereinafter called “NAPE”)

of the second part

**AND**

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

(hereinafter called “CUPE”)

of the third part

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

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

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

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

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

**BARGAINING UNIT STRUCTURE**

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

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

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

- (a) Eastern School District:
    - (i) Eastern Region represented by Local 1560 of the Canadian Union of Public Employees;
    - (ii) Western Region Locals 5850 and 7854 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
    - (iii) Vista Region Local 9850 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
    - (iv) Burin Region represented by Local 2033 of the Canadian Union of Public Employees (master agreement);
  - (b) Nova Central School District Locals 3855, 3858, 3859, 4850, 4852, 4853, and 4854 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
  - (c) Western School District
    - (i) represented by Locals 2212 and 3148 of the Canadian Union of Public Employees (master agreement);
    - (ii) Locals 1850, 1851, and 1852 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement);
  - (d) Labrador School District Locals 2850, 2851, and 2853 of the Newfoundland and Labrador Association of Public and Private Employees (master agreement).
2. The District shall have the right to schedule holidays in a fashion that is more effective to the management of the province (i.e. common holiday schedule throughout the entire province). The parties agree that such a schedule will be arrived at through input and consultation in order to reach appropriate compromise on the existing articles of the three (3) collective agreements affected being the NAPE Master Article 10, the CUPE Master Article 20 and the CUPE Local 1560 Article 13 such that in scheduling holidays on a

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

3. **SENIORITY**

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

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

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

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

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

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

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

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

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

## **LAYOFF AND RECALL**

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

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

## **ASSIGNMENT OF WORK**

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

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

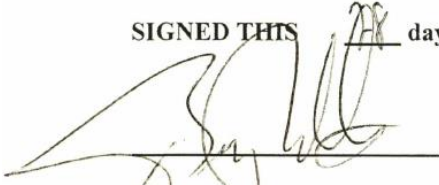
**PRESERVATION OF EXISTING COLLECTIVE AGREEMENTS**

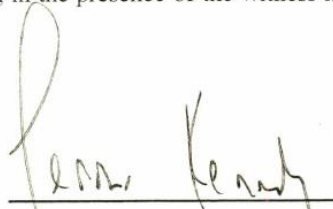
9. The provisions of the collective agreements applicable to the previous Boards shall be preserved until they are amended or modified by mutual agreement or replaced by a new collective agreement.
10. It is further understood that where the provisions of this transition agreement conflict with the terms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

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

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


**SIGNED THIS** 12<sup>th</sup> day of August, 2013

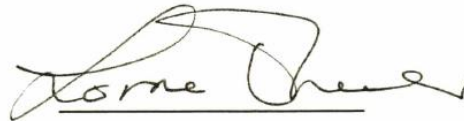
  
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

**Signed by:**

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

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

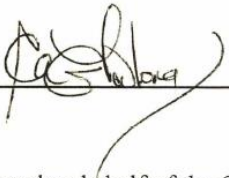
**in the presence of:**

  
\_\_\_\_\_



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

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



---

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



---

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

**Canadian Union of Public  
Employees:**



---

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



---