

COLLECTIVE AGREEMENT

Between the

**CHIGNECTO-CENTRAL REGIONAL
SCHOOL BOARD**

And the

**CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 3890**

April 1, 2012 - March 31, 2015

PREAMBLE.....	1
ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – RECOGNITION	2
A - BARGAINING UNIT.....	2
B - UNION SECURITY	4
C - NO STRIKE OR LOCKOUT	5
D - CHECK-OFF OF UNION DUES	5
ARTICLE 3 - MANAGEMENT RIGHTS.....	6
ARTICLE 4 - DISCHARGE, SUSPENSION AND DISCIPLINE	6
ARTICLE 5 - GENERAL.....	7
ARTICLE 6 - JOB SECURITY	8
ARTICLE 7 – CLASSIFICATIONS	8
ARTICLE 8 - ACCESS TO PERSONNEL FILES	10
ARTICLE 9 - LEGAL COUNSEL	10
ARTICLE 10 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE	11
ARTICLE 11 - GRIEVANCE AND ARBITRATION	11
ARTICLE 12 - HOURS OF WORK.....	14
ARTICLE 13 – OVERTIME	17
ARTICLE 14 - CALLOUT PAY	18
ARTICLE 15 - EXTRA-CURRICULAR BUS TRIPS	18
ARTICLE 16 - AFTER HOURS USE OF SCHOOLS.....	19
ARTICLE 17 - STORM CANCELLATION DAYS.....	20
ARTICLE 18 - IN-SERVICE DAYS.....	23
ARTICLE 19 - PROBATIONARY EMPLOYEE	23
ARTICLE 20 – SENIORITY	24
ARTICLE 21 - TEMPORARY EMPLOYEES.....	26
ARTICLE 22 - LAY-OFF AND RECALL	28
ARTICLE 23 – STAFFING	30
ARTICLE 24 - TEMPORARY ASSIGNMENTS	33
ARTICLE 25 – VACATIONS	33
ARTICLE 26 – HOLIDAYS.....	35
ARTICLE 27 - SICK LEAVE.....	37
ARTICLE 28 - JURY DUTY	39

ARTICLE 29 - BEREAVEMENT LEAVE	40
COMPASSIONATE CARE LEAVE	40
ARTICLE 30 - LEAVE OF ABSENCE	41
ARTICLE 31 - MATERNITY LEAVE AND PARENTAL LEAVE	42
ARTICLE 32 - DEFERRED SALARY LEAVE PLAN	43
ARTICLE 33 - LICENSES, MEDICAL AND EYE EXAMINATIONS	43
ARTICLE 34 - BENEFIT PLANS	44
ARTICLE 35 - PENSION PLANS	46
ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM.....	46
ARTICLE 37 – WAGES.....	47
ARTICLE 38 - PRIVATE-PUBLIC PARTNERSHIP	48
ARTICLE 39 - TECHNOLOGICAL CHANGE	49
ARTICLE 40 – DURATION AND TERMINATION	50
ARTICLE - OCCUPATIONAL HEALTH AND SAFETY.....	51
ARTICLE - TERM EMPLOYEES.....	51
ARTICLE 41 – BENEFIT AND BINDING	52
MEMORANDUM OF AGREEMENT #1	54
MEMORANDUM OF AGREEMENT #2	56
MEMORANDUM OF AGREEMENT #3.....	57
MEMORANDUM OF AGREEMENT #4	58
MEMORANDUM OF AGREEMENT #5.....	60
MEMORANDUM OF AGREEMENT #6.....	62
MEMORANDUM OF AGREEMENT #7.....	64

PREAMBLE

It is the purpose and intention of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and identify specified conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions;
- (c) to encourage efficiency in all operations of the Employer;
- (d) to promote the morale, well-being and security of all Employees in the bargaining unit;
- (e) to provide a formal method of the adjustment of disputes between the parties;
- (f) subject to the provisions of this Agreement, to do so in a manner that is consistent with the desire of the Employer, the Union and its Employees to ensure that students of Chignecto-Central Regional School Board are provided the highest possible standard of educational services.

ARTICLE 1 – DEFINITIONS

- 1.01 "Agreement" means this Agreement between the Chignecto-Central Regional School Board and CUPE, Local 3890.
- 1.02 "Board" means the Chignecto-Central Regional School Board.
- 1.03 "Day" means a calendar day unless otherwise specified in this Agreement.
- 1.04 "Employee" means a person employed by the Employer within the bargaining unit, but only includes a Temporary Employee to the extent specifically provided in this Agreement.
- 1.05 "Employer" means the Chignecto-Central Regional School Board.
- 1.06 "Holiday" means the 24-hour period commencing at 12:01 a.m. on a day designated as holiday in this Agreement.
- 1.07 "Operational Support Bargaining Unit" means and is intended to include pupil transportation, Pupil Transportation Support Services, Property Services, but does not include as of date of this Agreement, the Administrative and Instructional Support Unit presently represented by NSGEU.
- 1.08 "Regular full-time Employee" means a person who has successfully completed a probationary period within the bargaining unit and who is regularly scheduled to work in a position established by the Employer as a full-time position.
- 1.09 "Regular part-time Employee" means a person who has successfully completed a probationary period within the bargaining unit and who is employed on a regularly scheduled basis, but who works less than the hours scheduled per week for a full-time Employee, but not less than 20 hours per week.

- 1.10 "Temporary Employee" means a person who is employed on an occasional but non-regularly scheduled basis within the bargaining unit. A Temporary Employee is a member of the bargaining unit, but only with respect to those specific rights and privileges in this Agreement that are noted as applying specifically to Temporary Employees .
- 1.11 "Third Party" includes any person, body corporate, student body, parent group or other such group.
- 1.12 "Union" means the Canadian Union of Public Employees, Local 3890
- 1.13 "Year" except where otherwise specified, means the period commencing at 12:01 a.m. on August 1st and ending at 11:59 p.m. on July 31st.
- 1.14 a. The parties acknowledge that the positions of Foremen, Assistant Coordinator and Coordinator do not fall within the bargaining unit.
- b. On or about date of signing of this Agreement, the parties shall jointly sign a list specifying current supervisory personnel who fall outside the bargaining unit.
- 1.15 "Term Employee" means a person who is employed on a regular basis for a defined period of time. Term employees are deemed to have received notice by virtue of the specific period set out. A term employee who is appointed to a posted position shall be entitled to accumulate and use benefits of the Agreement on a pro-rated basis while in the Term position. **Layoff and Recall provisions do not apply to term status employees and/or term status positions. A term status employee is expected to return to their previous status and/or position upon the completion of their appointment to their term position."**
- 1.16 "Term Position" means a bargaining unit position of four months or more duration, known in advance, that is of definite duration by time with a specific commencement and ending date established by the Employer.
- 1.17 "Monetary Gain" means an increase in hours of work or an increase of hourly rate.

ARTICLE 2 – RECOGNITION

A - BARGAINING UNIT

2.01

- a. The Employer recognizes the Union as the sole bargaining agent for collective bargaining purposes for the Operational Support Bargaining Unit of the Employer, employed in the classifications listed in Schedule A.
- b. The bargaining unit consists of all regular full-time and regular part-time, Probationary, Term and Temporary Employees (as restricted by Article 21 – Temporary Employees) of the Operational Support Bargaining Unit as set out in the classifications listed in Article 7.01, but excluding Foremen (Forepersons) and those equivalent to the rank of Foreman and above, and those

excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Nova Scotia *Trade Union Act*.

2.02 This Agreement applies to:

- a. Regular full-time Employees;
- b. Regular part-time Employees;
- c. Probationary Employees;
- d. Term Employees; and
- e. Temporary Employees, as restricted by Article 21

2.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement, except with the written consent of the Union.

2.04 It is agreed that the Union and the Employees will not engage in unauthorized Union activities during working hours, or hold meetings at any time on the premises of the Employer, without the permission of the Employer, or except as hereinafter provided. The Employer shall, upon request, make reasonable accommodation to provide a National Representative of CUPE access to the Employer's premises to meet with the Union President or other members of the Union Executive and/or shop stewards to deal with any matters that will promote the harmonious relationship between the parties and compliance with this Collective Agreement.

2.05 Except as otherwise covered by this Agreement, and subject to Article 6.01, persons who are not members of the bargaining unit shall not work on any job which is included in the bargaining unit, except for instruction, experimenting or in emergencies when regular Employees are not scheduled to work, provided that such work in itself does not reduce the regular hours of work or pay of regular full-time and regular part-time Employees.

2.06 The parties expressly acknowledge that the following practices fall outside the scope of the bargaining unit, unless otherwise covered by this Agreement:

- a. Those matters described in Article 3 - Management's Rights;
- b. Those matters routinely performed by principals and other teaching staff;
- c. Transportation of students for extracurricular activities beyond those covered by Article 15;
- d. Taxis and other private transportation for Special Education students or another student if in a limited special and exceptional circumstance that has been or will be brought to the Union's attention through labour/management meetings.
- e. Non-traditional transportation problems, after consultation with the Union and with the consent of the Union;
- f. Feeder routes from remote areas;

- g. Teachers, parents or others using private vehicles, or vehicles rented by other than the Employer, for co-curricular and extra-curricular activities;
- h. Taxis, where school buses are deemed by the Employer not to be financially feasible or readily available;
- i. With the agreement of the Union, persons working under Government Grant Programs;
- j. Volunteer initiatives from students, parents and members of the community, with consultation and agreement of the Union;
- k. Snow removal services;
- l. Garbage removal services;
- m. Rental of school facilities to third party users;
- n. Off-hour building checks;
- o. Capital construction and major renovation projects, after consultation with the Union;
- p. Working Trades foremen.

Provided none of the above-noted exceptions shall result in a reduction of the regular hours of work for regular full-time and regular part-time Employees.

B - UNION SECURITY

2.07

- a. All Employees of the Employer covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing of the Union upon commencement of the probationary period, but conditional upon successful completion of probation.
- b. Temporary and Term Employees shall pay Union dues upon commencement of employment.

2.08 The Employer agrees to provide to the Union the name and address of any new member of the bargaining unit who has commenced probationary status. The Employer shall also provide the Union notice of any member of the bargaining unit whose employment is terminated.

2.09 The Union shall notify the Employer and the Employer shall notify the Union, in writing, on or before November 30th of each year, of the names of their respective representatives as follows:

- a. Officers, Negotiating Committee Members, Grievance Committee Members, Shop Stewards, Labour Relations Committee Members and Occupational Health and Safety Committee Members.
- b. Each party shall provide to the other reasonable advance notice of any intended change in such memberships.
- c. **On reasonable verbal notice to the immediate supervisor, local union representatives acting as employee representatives may attend Board called meetings without loss of pay, benefits or seniority. The Union recognizes that each representative is employed by the Board and that he/she will not leave work during working hours without prior approval of their immediate supervisor. The Board shall grant this time off with pay without undue delay taking into account work requirements and the minimizing of disruption of service to the Board.**

C - NO STRIKE OR LOCKOUT

- 2.10 Subject to the provisions of Article 6, it is agreed by the Union during the term of this Agreement that there shall be no strikes, as defined by the *Trade Union Act* (Nova Scotia), slow downs, work to rule, illegal picketing, or any other form of unlawful interference with the operations of the Employer by the Employees and/or the Union. Subject to the provisions of Article 6, it is agreed by the Employer that there shall be no lock-out, as defined by the *Trade Union Act* (Nova Scotia) of the members of the Union during the term of this Agreement.

D - CHECK-OFF OF UNION DUES

- 2.11 The Employer shall deduct from every Employee covered by this Agreement any monthly dues, initiation fees or assessments levied in accordance with the Union Constitution and/or By-laws owing by her/him to the Union.
- 2.12 Deductions shall be made at source from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all Employees from whose wages the deductions were made.
- 2.13 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 2.14 The Union shall forward to the Employer a true extract of all Union Minutes authorizing any changes in the aforesaid deductions before the Employer shall make those deductions.
- 2.15 **The Employer agrees to provide to the Union twice annually on or about September 30 and March 31 – by electronic means – employee contact information which will include mailing addresses and phone numbers.**

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union and the Employees covered by this Agreement recognize and agree that the Employer has the exclusive right to manage the educational system and any enterprise in which the Employer is engaged related thereto. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Employer has the right to:
- a. maintain order, discipline and efficiency;
 - b. establish and direct the workforce, including the right to hire, promote, demote, classify, re-classify, transfer, lay-off, or discipline, suspend or discharge any Employee for just cause;
 - c. make and alter, from time to time, rules and regulations to be observed by Employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
 - d. determine the nature of the work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used;
 - e. operate and manage its undertaking efficiently in all respects, in accordance with its obligations and responsibilities.
- 3.02 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management, which are not limited, except as provided by the terms of this Agreement

ARTICLE 4 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 4.01
- a. An Employee may be disciplined, suspended or discharged for just cause.
 - b. Where an Employee is required to attend a scheduled disciplinary meeting with the Employer, the Employer shall advise the Employee that s/he has the right to be accompanied by an available Shop Steward. Except in circumstances involving alleged serious misconduct, the Employee and the Union shall be given at least twenty-four (24) hours notice of any meetings required under this Article.
- 4.02 An Employee shall be notified in writing of any disciplinary action.
- 4.03 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 work up to a required standard by a given date, the Employer shall, within 10 days thereafter, give written particulars of such censure to the Employee, with a copy to the Union.

4.04

- a. Any bus driver, or any Employee while operating an Employer owned/leased motor vehicle, is obligated to advise the Employer of any incident involving a motor vehicle which might reasonably be thought to place the Employee at risk of being charged under either the *Nova Scotia Motor Vehicle Act*, *Motor Carrier Act* or any other provincial and/or federal counterpart, or the *Criminal Code of Canada*.
- b. Failure to report an accident involving an Employer owned/leased vehicle shall render an Employee subject to disciplinary action.

4.05 Any Employee who normally drives an Employer owned/leased vehicle, who is charged or convicted of an offence under either the *Nova Scotia Motor Vehicle Act*, *Motor Carrier Act* or any other provincial and/or federal counterpart, or the *Criminal Code of Canada* relating to the operation of a motor vehicle, shall immediately inform the Employer of the charge or conviction and may be subject to disciplinary action, up to and including discharge.

4.06 Any Employee who, while operating an Employer owned/leased vehicle, becomes involved in an accident, which the Employer concludes requires removal from driving duties pending investigation, shall:

- (i) continue to receive her/his normal rate of pay until the Employer concludes that the circumstances do not warrant leave with pay; or
- (ii) until the Employee fails to cooperate fully with the investigation; or
- (iii) a period of 90 days, whichever is the shorter period.

ARTICLE 5 - GENERAL

5.01 Pursuant to the *Nova Scotia Human Rights Act*, the Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement by reason of age, race, religion, creed, colour, ethnic or national origin, sex, sexual orientation, political affiliation or activity, marital status, physical or mental disability (unless there is a bona fide occupational qualification), nor by reason of membership or activity in the Union.

5.02 Both the Employer and the Union agree to cooperate fully in the advancement of affirmative action/employment equity policies and procedures adopted by the Employer from time to time and agree that any Articles within this Agreement shall be construed and applied in a manner consistent with the effective implementation of such policies and procedures. Provided however, that any overriding of a provision of this Agreement to implement such initiative shall require the written agreement of the Union.

5.03 The Employer shall provide all mechanics with appropriate clean coveralls. **Upon verbal request to the Employee's immediate supervisor, the Board will provide disposable coveralls for other Tradespeople, where operationally reasonable and practical.**

Cost of Printing Collective Agreement

5.04 The Union and the Employer agree to share equally in the cost of printing the Agreement for distribution to Employees.

ARTICLE 6 - JOB SECURITY

6.01

- a. In order to provide as much job security to Employees in the Bargaining Unit as is possible and appropriate, the Employer agrees that, during the term of this Collective Agreement, no work or services presently performed by Employees shall be contracted out, transferred, leased or assigned in whole or in part, if such contracting out, lease, transfer or assignment would result in lay-off or reduction of scheduled hours of work of any Bargaining Unit Employee with the Successor Employer.
- b. The Employer agrees that during the life of this Collective Agreement they will not call for a Request for Proposal, with respect to the work or services currently provided as per 6.01 (a).

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| <p>c. If there are CUPE members on recall in classifications and consideration is being given to contracting out the work of those same classifications, the Union will be given the opportunity for consultation. See MoA # 4</p> |
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ARTICLE 7 – CLASSIFICATIONS

7.01

- a. The Employer and the Union agree that the following classifications are recognized as positions covered within the Bargaining Unit:

- Custodian
- General Maintenance
- General Labourer
- Building Technician
- Tradesperson
- Building Specialist
- Bus Driver
- Bus Driver with Additional Duties
- Apprentice Mechanic
- Mechanic
- Head Mechanic
- Apprentice Motor Vehicle Repairer
- Motor Vehicle Body Repairer
- Inventory Clerk
- Head Motor Vehicle Body Repairer

- b. Subject to the provisions of this Agreement, the Employer may assign work between classifications.
- c. All members of the Bargaining Unit shall, from time to time, be required to successfully complete Employer provided or Employer sponsored training and upgrading programs applicable to their current classification as the Employer shall reasonably determine. All time spent taking required training shall be paid at the applicable rate (not overtime) as covered by this collective agreement.

7.02 Every Employee within the bargaining unit shall be paid an hourly rate for the classification of work regularly being performed. If more than one classification is regularly worked by an Employee, the rates for such different classifications shall be *pro rated* accordingly.

7.03

- a. To qualify for an additional classification, unless otherwise waived by the Employer for good reason, an Employee in one classification must successfully complete a training program for the opportunity to obtain regular full-time or regular part-time work in another classification. An application of a Bus Driver with Additional Duties to a full-time Custodian position shall be equivalent to an application for an additional classification. The Employer shall make reasonable accommodations to permit training by regular part-time or regular full-time Employees. The Employer reserves the right to determine reasonable pre-requisites required in order to apply for such probationary training, provided that a regular full-time or regular part-time Employee on lay-off shall be given preferential access, in order of seniority, to such training opportunities. A regular full-time or regular part-time Employee who does not successfully complete such training shall nevertheless retain all entitlements with respect to the Employee's initial classification. The Employer agrees to provide a minimum of 2 training sessions each calendar year.
- b. The parties acknowledge that training is a desired goal to enhance both workforce flexibility and increased working hours for Employees. As positions become available, the Employer agrees to assist existing Employees who have applied to upgrade skill sets in order to qualify for other work by way of Employer provided or Employer sponsored training initiatives. (i.e. Bus Driver with Additional Duties applying for regular full-time Custodian position).

7.04 Hourly rates within a classification shall remain the same, whether such work is performed part-time or full-time.

7.05 Job descriptions shall be available upon request for all positions.

7.06 Where the parties agree that a new classification falls within the bargaining unit during the term of this Agreement, the Employer shall provide a job description for such classification and establish a rate of pay. If such rate of pay is out of proportion to any comparable classification or set of job skills within the bargaining unit, the Union shall be entitled to grieve and have the rate of pay reviewed by an arbitrator. **If a wage increase results (from the arbitrator review), the rate shall be effective retroactive to the date that the new classification was created and/or assigned.**

7.07 Existing classifications within the bargaining unit shall not be eliminated, or changed, without prior consultation with the Union.

ARTICLE 8 - ACCESS TO PERSONNEL FILES

8.01 There shall be one official personnel file for each member of the bargaining unit.

Access to such files shall be available to Employees for viewing, upon request to the Employer with a minimum of twenty-four (24) hours notice. Such appointment shall be during normal Board office hours and shall occur in the presence of a person authorized by the Employer. Copies of personnel file material shall be provided to the Employee upon reasonable request.

8.02

- a. An Employee shall be provided a copy of any adverse report pertaining to an Employee's conduct or work performance which is placed in her/his Personnel File.
- b. When so requested, an Employee shall be required to acknowledge, in writing, receipt of any document placed in the Employee's Personnel File. Such acknowledgment shall not be interpreted as agreement of the contents thereof by the Employee. A refusal to sign an acknowledgment shall be noted on the Personnel File.

8.03 Any unfavorable report with respect to a minor disciplinary offence shall be removed from the active Personnel File of an Employee after twenty-four (24) months, provided that no further unfavourable reports have been filed against such Employee within such time frame.

ARTICLE 9 - LEGAL COUNSEL

9.01 Where an Employee, as a result of acting lawfully in the performance of her/his duties, without negligence or willful misconduct, is wrongfully prosecuted or sued by a party other than Her Majesty, The Queen or the Employer, the Employer shall undertake to defend her/him, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine. An Employee shall not be considered to be acting outside the scope of her/his duties because of a mere error in judgment made in good faith. In order to qualify for such legal assistance, the Employee shall be obligated to cooperate fully in all respects with both the Employer and the legal counsel provided to such Employee. In the event the Employee retains her/his own legal counsel with respect to such matter, the Employer shall be relieved of all obligations under this Article.

9.02 The provision of this Article shall apply to all regular full-time Employees, regular part-time Employees, Term and temporary Employees, including those times when such persons are employed by the Employer outside the terms of this Collective Agreement.

9.03 In the event subsequent events demonstrate that the Employee was not qualified for such legal assistance and the Employee intentionally misled the Employer in order to gain such assistance, any reasonable costs paid by the Employer to such legal counsel shall be repayable by the Employee. The Employer shall have the right to withdraw such legal counsel from proceedings in the event it concludes the Employee does not qualify. If the Employer is in error in failing to provide, or continue to provide, such legal assistance, the Employee may file a grievance for recovery of all legal costs reasonably incurred by the Employee in substitution for such legal assistance.

ARTICLE 10 - MANAGEMENT AND LABOUR RELATIONS COMMITTEE

- 10.01 The Employer and the Union agree to establish a Labour Relations Committee to encourage an interchange of information, ideas and opinion on educational and operational matters of mutual interest and concern. The parties acknowledge this Committee shall be a cooperative venture, and shall not address grievances, matters of collective bargaining, or the administration of this Collective Agreement. The Management and Labour Relations Committee does not have the power to amend, modify, delete or add to this Agreement.
- 10.02 The Committee shall be composed of the following members:
- i. Four representatives of the Employer;
 - ii. Four Employees who are members of the Union.
- 10.03 The Committee shall meet at least 3 times during each school year, and such additional times as shall be mutually agreed upon by the Parties.
- 10.04 Employees shall not suffer loss of pay for attendance at such meetings.
- 10.05 An Employer representative and Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings. The parties shall exchange a listing of agenda items one week in advance of the meeting. An Employer representative shall be responsible for the recording and distribution of the minutes to all Committee members following the meeting.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

- 11.01
- a. In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect shop stewards, whose duties shall be to assist any Employee, whom the shop steward represents, in preparing and presenting her/his grievance in accordance with the grievance procedure. The Union agrees to appoint Union stewards who are reasonably accessible to Employees within each Family of Schools.
 - b. The Union shall notify the Employer in writing of the names of the Grievance Committee Members and shop stewards and the areas they represent, before the Employer shall be required to recognize them. Each such shop steward and member of the Union Grievance Committee shall hold office until s/he ceases to be an Employee or until her/his successor is chosen, whichever event shall first occur.
- 11.02 Where an aggrieved Employee has a dispute with the Employer regarding the application, interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the dispute shall constitute a grievance and shall be resolved according to the procedures set forth in this Article.
- 11.03
- a. An Employee shall not refuse to perform an assigned duty or task simply because s/he believes that the terms of this Agreement have been violated. Subject only to the right to stop work

pursuant to the *Occupational Health and Safety Act*, the Employee shall perform the disputed task and grieve later. In order that the work of the Employer shall not be unreasonably interrupted, no shop steward shall leave her/his work to assist in matters relating to grievance proceedings, without first obtaining the permission of her/his immediate supervisor. Such interruption of work shall only be requested where the Shop Steward concludes that the circumstances require immediate attention to assist the aggrieved Employee. In such instance, the Employer agrees that the Shop Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of such duties. Any such Employee leaving her/his work shall report to her/his supervisor upon return to work. In situations where such leave is authorized, the shop steward shall not suffer any loss of pay for any such reasonable authorized absence.

- b. An Employee or group of Employees who believe they are required to work under conditions which are contrary to the *Occupational Health and Safety Act* shall have the right to file a grievance at Step Three of the grievance procedure for preferred handling.

11.04 In any situation where an Employee has a meeting with a representative of the Employer concerning a grievance, such Employee may make arrangements to be accompanied by an available shop steward. Such shop steward may assist the Employee in preparing and presenting such grievance in accordance with this grievance procedure. In the event that an Employee refuses the right of Union representation, the Union shall be advised of the outcome of any such meeting with an Employee.

11.05 Step One - Informal Complaint Resolution

At the option of the Employee, the Employee may verbally complain to her/his immediate supervisor of a proposed grievance within five (5) working days of the event giving rise to the proposed grievance. Such immediate supervisor shall answer the informal complaint within five (5) working days.

11.06 Step Two

If the reply of the immediate supervisor is not acceptable to the Employee or if Step One was not followed, then the matter shall be forwarded to the Coordinator of Human Resources, or her/his designate, for a Step Two review within ten (10) working days of the occurrence of the event giving rise to the grievance, or within not more than ten (10) working days of the Supervisor's reply or deemed reply in Step One. Such written grievance shall bear the signature of the griever, provide a summary of the facts giving rise to the grievance, the Article of the Agreement allegedly violated and the remedy sought. The grievance shall be on a grievance form approved by the Employer and Union. The Coordinator of Human Resources, or designate, shall render a decision in writing within ten (10) working days, failing which the grievance shall be deemed denied.

11.07 Step Three

Failing settlement at Step Two, the Union may, within ten (10) working days of receipt of the Step Two decision, forward the grievance to the Director of **Human Resources Services**, or her/his designate, who shall render a written decision within ten (10) working days of receipt of the grievance.

11.08 Step Four

Failing settlement at Step Three, the Union Grievance Committee may, within 10 working days of receipt of the Step Three decision, give notice in writing to the Director of **Human Resources Services**, or designate, of its intention to refer the grievance to binding arbitration.

11.09

- a. Either the Union or the Employer may request that either or both of Steps Two and Three be held by meeting in person, if the nature of the grievance so warrants. Otherwise, the grievance may be processed in writing.
- b. Failure to have a Union official present at any Step of the grievance procedure will not invalidate the grievance.

11.10 It is agreed that the Employer may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint regarding the interpretation, meaning, operation, application or alleged violation of this Agreement. Such complaint, if not resolved by oral discussion, shall be reduced to writing and forwarded to the President of the Union Local. The President shall reply to the Employer's complaint in writing within 10 working days of receipt of the complaint by the President. If the reply of the President is not acceptable to the Employer, the Employer may, within 10 working days from the date the Employer receives the President's reply, give notice in writing to the Union of its intention to refer the complaint to arbitration in accordance with the provisions of this Article.

11.11 A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning more than one Employee in the bargaining unit, may be lodged by the President of the Union, or her/his designate, in writing, at Step Two of the grievance procedure at any time within ten (10) working days after the circumstances giving rise to the grievance occurred or originated. If the grievance is not satisfactorily settled, it may be processed to Step Three and to arbitration in accordance with the provisions of this Article.

11.12 It is recognized by the Employer that the President of the Union may, if s/he deems it necessary, be represented by the representative of the Canadian Union of Public Employees of the Atlantic Provinces when appearing before an arbitrator or, at a Step Three meeting with the Director of Operational Services, provided such representation does not constitute any material delay in the advancement of the grievance process.

11.13 Any step of the grievance procedure may be omitted by the mutual consent of both parties.

11.14 Once a grievance has been initiated by the Union, the Employer shall not enter into any detailed discussions or negotiations with the aggrieved Employee, either directly or indirectly, without the consent of the Union.

ARBITRATION

11.15 Both parties agree that arbitration shall be by way of a single arbitrator. Within ten (10) working days of notice of arbitration, the parties shall exchange names and communicate in an effort to agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator within 10

working days of notice of arbitration, either party shall be at liberty to apply to the Minister of Labour and Manpower to make an appointment of such arbitrator.

- 11.16 The decision of such arbitrator shall be final and binding upon the Employer, the Union and all members of the bargaining unit.
- 11.17 The Arbitrator shall not have the authority to modify, change or alter in any way the provisions of this Agreement, or to substitute new provisions in lieu thereof, or to give a decision inconsistent with the terms or provisions of this Agreement.
- 11.18 Unless the arbitrator considers that the circumstances otherwise warrant, each party shall share equally in the costs, expenses and fees of the arbitrator.
- 11.19 The time limits contained in this Article are mandatory and no arbitrator shall have the power to amend such time limits, nor proceed with the grievance with respect to which there has been a breach of the time limits, unless such breach constituted a minor technical violation of not more than 48 hours and which did not materially prejudice the rights of the Employer. Subject to such proviso, failure by the Union to proceed to the next stage of the grievance procedure within the time limit specified shall constitute abandonment of the grievance. Where the Employer has failed to provide a reply within the time specified, such reply shall be deemed to be negative and have been made on the last day for such reply. Thereafter, the Union shall be required to proceed to the next Step within the stipulated time limit. The time limits contained in this Agreement may be extended by mutual agreement of the parties, but only if such extension and mutual agreement is forthwith confirmed in writing by the requesting party.

ARTICLE 12 - HOURS OF WORK

12.01

- a. Employees shall be paid for actual hours worked, except where otherwise specified in this Agreement. Notwithstanding anything else contained in this Article, a Bus Driver shall be deemed to be working for the Employer at any time the Employer's school bus is being driven, whether or not such Employee is receiving monetary benefits. **On non-teaching days, excluding in-service days, hours of work will begin at 7:00am, unless where the Board otherwise determines or in situations approved in advance by the Employee's immediate supervisor.**
- b. The Employer agrees that regular full-time Employees shall normally be scheduled to work 5 days per week, 40 hours per week. Regular full-time Employees who, as of date of signing this Agreement, regularly work weekdays only shall not be required to change such regular days of work to Saturday or Sunday, without the express consent of the Employee and the Union.
- c. Notwithstanding 12.01(b), regularly scheduled shifts for bus drivers shall be deemed not to exceed 8 hours per day, nor to be less than 4 hours per day. Each such bus run shall be designated by the Employer as a specified time run, calculated according to normal operational conditions. Each such time study shall be rounded down if actual time exceeds the hour or half-

hour by 10 minutes or less; otherwise it shall be rounded up to the next highest half-hour increment. Where an Employee's deemed length of shift is more than actual estimated time worked, the Employer will assign additional duties, either on a daily or weekly basis, as determined by the Employer, at such location(s) as the Employer shall determine, including work as described in 12.01 (i) and (j). Employer will review bus runs where appropriate (including through attrition) and determine whether or not hours can be increased to 5 hours where circumstances warrant.

- d. Where a shift is extended because of reported mechanical breakdown, flat tire or other such accident, or adverse weather conditions, actual additional time worked by the bus driver shall be paid. Provided, however, that adverse weather conditions resulting in a delay of 30 minutes or less shall not affect deemed time run.
- e. The Employer shall designate the location where a school bus shall be parked overnight when not in use - i.e. Bus Driver's residence, school site or other community location.
- f. For purposes of pay calculation, for a Bus Driver who normally parks the bus at home, pick-up shift shall be deemed to commence 15 minutes prior to first student pick-up, to allow for pre-trip inspection.
- g. For a Bus Driver who normally picks-up the bus at an assigned site other than her/his home, pick-up shift shall be deemed to commence upon entering the bus and such Bus Driver shall then be assigned 15 minutes pre-trip inspection prior to commencement of run.
- h. For a part-time Bus Driver, pick-up shift shall be deemed to end when the last student is discharged at the school. Return shifts shall be deemed to commence when the first student enters the bus and end:
 - i. Following the last student drop-off, where the bus is normally parked at home; or
 - ii. Following the parking of the bus, where the bus is normally parked at another assigned site.
 - iii. Bus drivers who are required by their immediate supervisor to participate in meetings in relation to student disciplinary issues on their bus shall be paid at the normal hourly rate for such position (not overtime) with a minimum charge of one half (1/2) hour.
- i. As part of each regular bus run shift, each bus driver shall be assigned 30 minutes per working day for safety checks, fueling, minor repairs and adjustments, and interior/exterior cleaning.
- j. At the discretion of the Employer and within the shift time assigned, a further 30 minutes per full work week may be assigned for extra cleaning, waxing, and other related bus maintenance duties.

12.02 Existing 10 hour shifts shall continue. Any new 10 hour shifts in any classification shall require the consent of the Union. For such 10 hour Employees, accrual of benefits shall be pro rated, but deemed to be no greater than a regular full-time Employee working a 40 hour work week.

12.03

- a. Nothing in this Article shall be interpreted as providing a minimum guarantee of hours or days of work.
- b. When the last day of school falls on a Saturday, such Saturday may be designated by the Employer as a normal work day with regular pay only, notwithstanding that such week may then have 6 work days. An Employee, who is required to work such Saturday, who would not otherwise have done so, shall be provided a designated lieu day within the preceding or following 5 work days.

12.04

- a. Notwithstanding that the efficient scheduling of Bus Driver shifts will generally involve regular part-time shifts of 4 hours, each 4 hour Bus Driver working within the former Pictou District School Board as of November 1st, 1997 shall be provided the option of an increase to a 5 hour shift for the balance of the term of this Agreement, or until such Employee is transferred, whichever shall first occur.
- b. Similarly, each 5 hour Bus Driver working within the former Colchester-East Hants District School Board as of November 1st, 1997, shall be provided the option of retaining such 5 hour shift without reduction for the balance of the term of this Agreement, or until transferred, whichever shall first occur.
- c. Once a split shift is established, hours of work shall only be changed at the commencement of each school year, unless otherwise agreed by the Union. The Employer agrees that no shift shall be split into more than 2 work periods in any workday.

12.05

- a. Every Employee shall be entitled, after at least 4 hours consecutive work, to an unpaid meal break of not less than ½ hour, at a pre-determined time to be scheduled by the Employer after consultation with the Employee.
- b. Every Employee who works 4 or more consecutive hours shall be entitled to a paid 15 minute rest period for each such 4 hour period worked, at a pre-determined time to be scheduled by the Employer, after consultation with the Employee. Provided, however, an Employee working a 10 hour shift shall only be entitled to 2 15 minute rest periods, plus 1 unpaid meal break.
- c. All meal and rest breaks are non-cumulative and, operational conditions permitting, shall be taken at the scheduled time. Any change in designated time shall be pre-authorized by the Employee's immediate supervisor.

12.06

- a. Except in case of emergency, or with the consent of the Union, a change in hours of work or shifts shall not occur without consultation and at least 15 working days' notice to the Employee.
- b. The assignment of temporary work and the decision whether or not to replace a temporarily absent regular full-time or regular part-time Employee rests solely with the Employer.
- c. When temporary Employees are called-in to replace regular full-time or part-time Bus Drivers they shall be required to perform all the work the absent Employee would have performed that particular day, and shall be paid for the same number of hours as the regular Employee would have been paid, or as operationally required but at the rate of pay for temporary Employees.
- d. In the absence of a regular full or part-time custodian, the Employer shall call in a temporary Employee if available who shall be responsible for providing essential cleaning services. The number of hours and description of such services shall be as determined by the Employer. For greater clarification, the temporary Employee will perform the regular shift of the absent Employee commencing on the second consecutive day of absence in a single custodian school and commencing on the third consecutive day of absence in a multi-custodian school.
- e. In the absence of a regular full-time or regular part-time custodian within a building, the Employer shall first offer such assignment to an available regular employee **assigned to that worksite** to the position provided that the transfer represents an increase or change of hours for the employee.

ARTICLE 13 – OVERTIME

13.01

- a. "Overtime" shall mean overtime authorized or approved by the Director of Operational Services or designate.
- b. In the event an Employee is directed by an unauthorized representative of the Employer to perform overtime work, such overtime shall be paid and the Employer shall seek accountability from the unauthorized person.

13.02 Overtime shall not be paid until the Employee has worked at least 8 hours in 1 day, or at least 40 hours in one week. Provided that an Employee who normally works a 12 hour shift shall only be paid overtime after 12 hours in 1 day, or after 80 hours in 2 weeks. Overtime shall not include extra time worked which is less than 10 minutes per shift, but if extra time worked is over 10 minutes, a minimum of 1 hour of overtime shall be paid.

13.03 Where operational conditions so require, overtime shall be mandatory. The Employer shall first seek volunteers from amongst the Employees who normally perform the work. In the absence of such volunteers, mandatory overtime shall be imposed in reverse order of seniority, to the extent that such Employees are available and have the required skills and ability.

- 13.04 Except where otherwise noted in this Agreement, overtime shall be paid to Employees covered by this Agreement at 1½ times regular rate of pay, for all approved time.
- 13.05 Employees who normally perform the work will be given first preference for overtime in order of seniority at site provided they are willing and qualified to perform the available work.
- 13.06 Overtime compensation shall be paid, unless both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and there is mutual agreement when the time off is to be taken. Such time off shall equal 1½ times the number of hours worked.
- 13.07 The Union acknowledges that week-end checks may be performed by non-bargaining unit Employees. Any resulting significant work that may be required as a consequence of such week-end check shall be offered to Employees within the bargaining unit as soon as reasonably practical.
- 13.08 An Employee who is required to work for more than 11 consecutive hours shall be provided a meal allowance at the rate approved for Board members. In the event of a 12 hour shift Employee, entitlement shall be after 14 hours.
- 13.09 An Employee shall not be required to take lay-off during regular hours in order to equalize any overtime worked.
- 13.10 An Employee who is absent on approved time-off with pay during her/his scheduled work week, shall, for the purpose of computing entitlement to overtime, be considered as if s/he had worked during the regular hours during such absence.

ARTICLE 14 - CALLOUT PAY

- 14.01 All regular full-time and regular part-time Employees who are not at work and who are called out and required to work outside their regular working hours, other than overtime, shall be paid a minimum of 3 hours pay at her/his overtime rate, or at time and one-half for all hours worked, whichever is greater.

ARTICLE 15 - EXTRA-CURRICULAR BUS TRIPS

15.01

- a. The Employer agrees that no teacher, parent, student or other person not covered by this Agreement shall be permitted to transport students in Employer owned or leased school buses.
- b. For extra-curricular school bus activities, where the renter or user is a third party, such usage of school buses and services shall fall outside the terms of this Collective Agreement.

15.02

- a. Subject to scheduling of Bus Drivers pursuant to Article 17.05 b., and so long as the Director of Operational Services concludes that such offer of work does not interfere with operational

requirements, all week day extra-curricular trips shall be shared equitably amongst all regular part-time Bus Drivers in the area to which they are normally attached.

- b. Subject to scheduling of Bus Drivers pursuant to Article 17.05 b, and so long as the Director of Operational Services concludes that such offer of work does not interfere with operational requirements, all week-end extra-curricular trips commencing at 5 p.m. or later on Friday shall be shared equitably amongst all regular full-time and regular part-time Bus Drivers in the area to which they are normally attached.
- 15.03 All such extra-curricular school bus activities shall entitle Bus Drivers to be paid in accordance with the hourly rates specified in this Agreement, for actual hours worked, but otherwise shall not accrue additional benefits such as overtime, holiday pay, etc. Such hours worked shall not qualify for purposes of pension plans in Article 35. Provided that any regular full-time Bus Driver who takes a weekend extra-curricular trip shall be paid a minimum call-out of 4 consecutive hours. Waiting time, but not over-night waiting time, shall be included in actual hours worked.
- 15.04 The provisions with respect to start and finish times, meal breaks and rest breaks as described in Article 12 shall apply in similar manner to this work. In addition thereto, the bus driver shall be paid an additional ½ hour's time subsequent to last drop-off, for cleaning, gassing and returning bus to base.
- 15.05 The following expenses actually incurred shall be reimbursed to the bus driver:
- a. Where a trip commences prior to 6:30 a.m. - breakfast allowance approved for Board members;
 - b. Where out-of-county trip occurs over lunch hour - lunch allowance approved for Board members;
 - c. Where out-of-county trip extends beyond 6:00 p.m. - dinner allowance approved for Board members;
 - d. Where trip extends overnight, at the single room rate charged by the hotel/motel being used by the passengers, or if not applicable, for reasonable lodging expenses.

ARTICLE 16 - AFTER HOURS USE OF SCHOOLS

- 16.01 Rental or usage of school facilities after normal school hours to third parties is at the discretion of the Employer and does not fall within the provisions of this Agreement. The parties acknowledge that the goal of the Employer is to make such public educational facilities accessible to the general public at reasonable, nominal or no cost, as determined by the Employer.
- 16.02
- a. The Employer shall require all such third party users of school facilities to make reasonable arrangements to ensure return of the facility to its previous clean condition. Any failure of a user to abide by such provision shall be reported by the custodian to her/his immediate supervisor to be dealt with by the Employer, but shall not become a matter for grievance under this Agreement. Any significant clean-up work undertaken by a custodian as a consequence of a failure by the third party to properly clean-up the premises as required, shall be appropriately acknowledged by

the Employer, through re-assignment of work, payment of overtime or other such measures as shall reasonably accommodate the extra work assigned to the custodian.

- b. Where it is determined that a proposed rental will involve a significant usage of the school facilities that warrants professional clean-up services, the Employer shall require the Renter to use an available custodian from within the bargaining unit, and such custodian to be paid at the normal hourly rate for such position (not overtime), with a minimum charge of two (2) hours with no claim for overtime. If there are no custodian volunteers within the facility, the offer of work shall be extended to other custodians in nearby school facilities who have expressed an interest in such work.

ARTICLE 17 - STORM CANCELLATION DAYS

17.01 The following provisions apply to all members of the bargaining unit:

- a. Cancellation of work due to inclement weather, road conditions or other such factors shall be the decision of the Employer.
- b. Notice will be provided to Employees by unpaid public service messages over local radio stations and the CCRSB Website as close to 6:30 a.m. as practicable.
- c. When cancellation is made mid-shift, the Employer shall make all reasonable efforts to notify Employees as quickly as possible. If an Employee is not readily accessible by telephone or other such means s/he shall be entitled to telephone her/his immediate supervisor to inquire as to cancellation.
- d. If, after normal business hours, a foreman is unable to contact the Employer for the purpose of obtaining authorization to cancel the balance of the shift due to storm or road conditions, then such foreman shall be empowered to make such decision.

17.02 On days where schools are closed due to inclement weather, that upon mutual agreement, an employee and immediate supervisor have flexibility to rearrange the start (**allowance to begin their shift as early as 7 am**) and ending time of their shift provided such rearrangement has been reasonably made with weather conditions considered and the affected employees have been notified in advance. Agreement to such fluctuations in shift times shall not be unreasonably denied.

17.03 It is the responsibility of the Employee to make every reasonable effort to arrive at his/her work location as scheduled, however, Employees will suffer no loss of pay or benefits if they are unable to report to work at the scheduled start time of their shift or if the employee must leave work early due to weather and/or road conditions to a maximum of two (2) hours per shift. It is the responsibility of the Employee to advise their immediate supervisor and other affected employees of such circumstances at the earliest possible time on that specific date.

17.04 For purposes of this Article, there shall be 2 types of school cancellation days:

- a. Days where schools are closed and/or student transportation by school buses is cancelled due to storm or poor road conditions("school closure"); or
- b. Days when storm or road conditions are so severe that the entire school system or a portion of the school system (including all persons employed by the Board within that portion) is shut down ("system shut down");
- c. Nothing in this Article shall prevent the Employer from keeping a school open despite cancellation of school bus transportation.

17.05

- a. On school closure days, all Employees covered by this Agreement, other than Bus Drivers who do not work other classifications part-time, shall, subject to Article 17.09 below, be expected to attend at work and perform regular or designated duties.
- b. For a Bus Driver who does not work in another classification part-time, on a school closure day, subject to Article 17.09 below, such Bus Driver shall have the option of:
 - i.reporting to work for pre-designated duties in any other classification; or
 - ii.crediting such pay against any accrued lieu time, overtime, vacation, etc.; or
 - iii.a day off without pay.
- c. To elect either ii. or iii. above, an Employee shall give her/his immediate supervisor notice of such election prior to announcement of a school closure day. Otherwise, the Bus Driver shall be expected to report to work for designated duties pursuant to i. above.
- d. Any Bus Driver who is assigned non-Bus Driver duties in another classification on a school closure day shall only be permitted to perform such work to the extent that it does not directly result in a reduction of the regular work hours for regular full-time or regular part-time Employees in such classification.

- 17.06 On storm days, where a shift is cancelled after commencement of work, every full-time Bus Driver shall be provided the *pro rated* options described in Article 17.05 above for non-Bus Driver duties. Where notice of cancellation is not delivered prior to commencement of the morning Bus run, every 4 hour or 5 hour Bus Driver shall be paid for the regular length of shift. In the event a full-time Bus Driver reports to work for other duties, such reporting shall occur immediately following the return of the Bus to its assigned parking area. Such Bus Drivers shall be entitled to use the Bus for such transportation and may be assigned to such site as the Employer determines is most cost effective for purposes of job assignments that day. The security of wages provided by this Article shall not include any pyramiding of pay.

- 17.07** On occasion that the Employee has legitimate concerns in regard to their ability to attend work due to weather and/or road conditions, the Employee shall contact their immediate supervisor and such supervisor will make every attempt to assign the Employee to a work location closer to their residence, where operationally possible and practical to do so.
- 17.08** The parties agree to establish a joint committee to review the logistics of processes associated with storm cancellation days. The committee will consist of equal representatives of both the Board and the Union. The mandate of the committee will be to make recommendations regarding processes associated with storm cancellation days.
- 17.09** Each Employee may exercise independent judgment, in consultation with the Employee's immediate supervisor (or designate), to either remain home or to leave work early, if the Employee has legitimate concerns about the Employee's safe transportation to and/or from work due to such conditions. In such circumstances, the Employee shall have the option of:
- i. being paid on a *pro rated* basis for time actually worked;
 - ii. being paid and making up the hours not worked at a future date **and location** to be designated by the Employer after consultation with the Employee.
 - iii. being reimbursed an equivalent loss of pay through use of accrued overtime, unused vacation days, etc.

System Wide Shut Down

17.10

- a. On system shut-down days, all Employees covered by this Agreement shall return home or remain off work and shall not suffer any loss of pay.
- b. The employer agrees that a temporary employee shall receive the day with pay if they have worked fifteen (15) of the previous thirty (30) calendar days prior to the system wide shut down and are scheduled to work the day following the system wide shut down.

ARTICLE 18 - IN-SERVICE DAYS

18.01

- a. On teacher in-service days where in-service programs are not provided to a member of the bargaining unit, such Employee shall have the option of either:
 - i. a day off without pay; or
 - ii. crediting such pay against any accrued lieu time, overtime, vacation etc.; or
 - iii. attendance at work to perform such duties, either within or outside classification, as the Employer shall reasonably determine
- b. Operational conditions permitting, the Employer agrees to assign **between 1 and 2** days per school year for paid in-service training of regular full-time and regular part-time Employees. Such days shall be scheduled on teacher in-service days or as arranged by the employer for a specific in-service of employees during the school year.

ARTICLE 19 - PROBATIONARY EMPLOYEE

19.01

- a. Notwithstanding any other provision in this Agreement, an Employee newly hired to a regular full-time or regular part-time position shall be on probation for a period of 640 working hours or eighty (80) worked shifts, whichever comes first. The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the probationary Employee's long term suitability for on-going regular employment and that if, at any time during the probationary period, the Employer determines that the Employee is not suitable, the Employee may be terminated. Such termination may not prevent the unsuccessful applicant from subsequent opportunities for employment as a temporary Employee. Employees who apply for and are successful in placement meetings for employment in a new position will be required to commence and complete a trial period in the new position in accordance with Article 23.06 of this Collective Agreement.
- b. Subject to Article 19.01 (a) above, Probationary Employees shall have the right to grieve. Provided however, if a probationary Employee is terminated, it shall be deemed to be for just cause and the arbitrator shall not have the power to substitute any lesser discipline or penalty **provided that the Employer established the reasons for the termination by way of the Probationary Employee receiving an oral and/or written evaluation prior to the expiration of the probationary period.**

- 19.02 A probationary Employee shall not acquire seniority rights during her/his probationary period. Upon the successful completion of the probationary period, an Employee's seniority will revert back to her/his date of hire as a regular full-time or regular part-time Employee. Temporary Employees, upon being appointed to regular full-time or regular part-time positions and who successfully complete the probationary period and shall have their seniority back-dated on a *pro rated* basis to the start of employment with the Employer. For purposes of pro-rating, one year's seniority shall be equivalent to 2,080 hours worked – **such hours being worked in either a Temporary capacity and/or Term position.** Once the pro-rating of seniority has been calculated, such date shall be the date of hire with the Employer.
- 19.03 A probationary Employee shall be entitled to all other benefits and rights contained in this Agreement except as otherwise provided in this Agreement.
- 19.04 A probationary Employee shall be obliged to pay membership dues to the Union during any probationary period.
- 19.05 The probationary period may be extended beyond the normal period by mutual agreement amongst the Employer, the Union and the probationary Employee.
- 19.06 Upon request from the probationary Employee, the Employer shall provide the probationary Employee with a preliminary performance evaluation not less than 180 working hours prior to the completion of the probationary period.
- 19.07 Prior to terminating any probationary Employee, the Employer shall provide the probationary Employee with notice of such intended action, the reasons therefore and the opportunity for the probationary Employee to reply, following which the Employer shall be at liberty to make its decision.

ARTICLE 20 – SENIORITY

- 20.01 Seniority shall denote the length of service, expressed in years, with the Employer and shall be applied on a bargaining unit-wide basis. Length of service for regular full-time and regular part-time Employees shall be calculated from date of hire by the Employer to a regular full-time or regular part-time position. For purposes of this Article, Employer shall include predecessor, Local or district school boards contained within the geographical boundaries of the Chignecto-Central Regional School Board.
- 20.02
- a. The Employer shall maintain one seniority list for all regular full-time and regular part-time Employees. The Union and the Employer shall jointly prepare a tentative seniority list which shall be posted. All Employees shall have 30 days to protest her/his position jointly to the Employer and the Union. After hearing all such representations and upon expiry of the 30 day notice period, the Employer and the Union shall finalize such seniority list, which list shall be deemed conclusive and not open to challenge by either party or any Employee, once so approved. In the event the Employer and the Union do not finalize such seniority list, either party

may refer the matter to binding arbitration and the costs of such referral shall be assigned by the Arbitrator as s/he deems appropriate.

- b. The Union and the Employer shall jointly prepare an agreed list of hours worked for Temporary Employees which shall be posted. All Temporary Employees shall have 30 days to protest her/his position jointly to the Employer and the Union. After hearing all such representations and upon expiry of the 30 day notice period, the Employer and the Union shall finalize such list, which list shall be deemed conclusive and not open to challenge by either party or any Employee, once so approved. In the event the Employer and the Union do not finalize such seniority list, either party may refer the matter to binding arbitration and the costs of such referral shall be assigned by the Arbitrator as s/he deems appropriate.
 - c. The Employer and the Union shall annually, on or before March 31st of each year, approve and initial an updated seniority list as of the preceding December 31st. In the event the Employer and the Union are unable to reach agreement, the matter shall be referred to arbitration, or the Employer shall have the option to refer the matter to the Union for a unilateral determination by the Union.
 - d. The Employer shall provide a copy of the Regular Employee seniority list and temporary Employee list to the Union and shall post a copy on the available bulletin boards. Distribution of the approved Lists amongst the Employees shall be the responsibility of the Union. Any Employee may challenge her/his position on their respective seniority list, as far back as the previously approved list, by filing a written notice of objection with the Coordinator of Human Resources and Union within 30 days of posting. The Employer and Union shall then resolve the matter after hearing the Employee's representations. After all such challenges have been settled, copies of the Regular Employee and temporary Employee lists shall be deemed approved by both the Employer and the Union and shall be conclusive evidence of the seniority of such Employee, or the hours paid to such temporary Employee, until such time as new seniority lists are updated and approved. The temporary Employee list shall be updated two (2) times per year, and shall be posted on January 15th (up to December 31st) and August 15th (up to June 30th) of each year.
- 20.03 In cases where Employees have the same seniority according to the seniority list, such tie shall be broken by giving preference to the Employee whose last digit of her/his social insurance number is higher. If the digits are equal, then preference shall be given to the Employee whose last 2 digits are higher.
- 20.04 An Employee who accepts employment with the Employer outside the bargaining unit shall retain seniority for a period of **12 calendar** months subsequent to date of leaving the bargaining unit, after which all seniority shall lapse, unless otherwise agreed to be reinstated by the Union. Such period may be extended with consultation and agreement amongst the Employer, the Union and the affected Employee. The terms of this Collective Agreement shall not otherwise apply to such Employee while in the non-bargaining unit position
- 20.05 An Employee's seniority shall be lost (and the Employee's employment therefore terminated) when:
- a. The Employee is discharged for just cause and not reinstated;

- b. Resignation by the Employee, provided such action is not revoked by the Employee within 48 hours;
- c. The Employee is on lay-off or expired authorized leave of absence and fails to respond to a notice to return to work within 7 days after notification has been sent to the Employee by registered mail. If, within the 7 day period, the Employee notifies the Employer of the Employee's intention to accept such recall, then the Employee shall be allowed up to a maximum of an additional 10 days, if employed elsewhere, to report for duty as set forth above;
- d. An employee on Layoff will have a maximum of two (2) working days to provide notice of acceptance of a recall to any job. If employed elsewhere, the Employee shall then be allowed up to two (2) weeks from the date of such notice of acceptance to report for work.
- e. The Employee is laid-off for a period in excess of 24 consecutive months;
- f. The Employee has been unable to return to her/his classification as a consequence of illness, long term disability, injury on duty or other such cause for a continuous period in excess of 2 years. Temporary returns to work for periods of less than 30 calendar days shall be deemed not to interrupt such continuous periods of absence. In the event an employee has continued to be absent as a consequence of illness, long-term disability or injury on duty for a period in excess of two (2) years, the position would be declared vacant and would be posted in accordance with Article 23. In the event an employee is no longer able to document his/her absence as a result of an illness, long-term disability or injury on duty, he/she will return to work or shall lose his/her seniority and employment status. Employees returning under this Article shall give two weeks' notice of their return to work and shall be offered available temporary assignments until such time as he/she posts into a new regular position.
- g. The employee retires.

ARTICLE 21 - TEMPORARY EMPLOYEES

- 21.01 Effective date of hire, Temporary Employees become members of the bargaining unit with restricted rights and privileges. Temporary Employees shall be bound by all duties, responsibilities and obligations of Employees as noted in this Agreement, except where otherwise exempted. The benefits to Temporary Employees pursuant to this Agreement do not apply, except to the extent noted as being specifically applicable to temporary Employees.
- 21.02 A Temporary Employee shall be employed at the discretion of the Employer and may be terminated or dismissed without cause. Temporary Employees, however, who have reached two thousand (2000) hours of employment unless otherwise extended by mutual agreement shall only be terminated or dismissed for just cause.
- 21.03 Temporary employees shall be entitled to vacation pay of 4% and holiday pay of 2%, payable as an addition to each regular pay cheque. Temporary employees who are assigned in writing a term position four (4) months or greater shall receive the holidays that fall within that term assignment and not the 2% normally applicable to all Temporary Employees. Temporary

employees who have service with the Board of at least eight (8) years duration, shall be entitled to 6% vacation entitlement as an addition to each regular pay cheque.

- 21.04 Temporary Employees with existing accrued sick leave credits with the Employer **earned while working in a term status position** shall be entitled to carry forward such credits, as and when they are appointed to regular full-time or regular part-time positions **in accordance with Article 42, Term Employees**. Temporary Employees shall not otherwise be entitled to sick leave credits.
- 21.05 Temporary Employees shall be responsible for supplying their own safety boots and helmet.
- 21.06 Where the Employer mandates a Temporary Employee's attendance at an in-service, it will be paid. Temporary Employees with 2000 or more hours are eligible to attend in-services with pay, where operational conditions permit.
- 21.07 Except where otherwise noted, temporary Employees shall be entitled to the applicable provisions of the following Articles:
- | | | |
|--|---|--|
| Legal Counsel | - | Article 9 |
| Grievance Procedure, as limited herein | - | Article 11 |
| Hours of Work | - | Article 12.05 |
| Extra Curricular Bus Trip | - | Article 15 |
| After Hours Use | - | Article 16.02 b. |
| Temporary Assignments | - | Article 24 |
| Compassionate Leave | - | Article 29, if the temporary Employee has worked the equivalent of 15 full shifts in the preceding 30 calendar days. |
| Leave of Absence | - | Article 30 except Article 30.01 shall be for 6 months only, and shall only be exercisable once every 5 years. |
| Maternity Leave | - | Article 31 |
- 21.08 Temporary employees, once appointed to a regular position, shall be given credit for up to 4160 hours of casual service for purposes of vacation calculation.

ARTICLE 22 - LAY-OFF AND RECALL

22.01

- a. Employees shall be laid-off in the reverse order of seniority within classification.
- b. An Employee who is to be laid off shall be permitted to bump any Employee with less seniority, in any classification for which the Employee is currently qualified, within the same Family of Schools. If such bumping is not available within the Family of Schools, the affected Employee shall be permitted to bump the least senior Employee within any classification for which the affected Employee is currently qualified, in any of the other remaining Families of Schools. Both the Union and the Employer recognize the value of minimizing a rippling effect of lay-offs as much as possible and both parties agree to meet to discuss lay-off procedures prior to implementation of any actual lay-offs. In the event that the Employer finds this lay-off mechanism to be impractical and detrimental to the efficient operation of the workplace subsequent to signing of this Agreement, the Employer shall be entitled to refer this Article 22.01 to an Arbitrator appointed under this Agreement, who shall be empowered and have final and binding authority to rewrite this Article in a manner that recognizes the concept of seniority while minimizing the detrimental impact on the efficient operation of the workplace when lay-off is required.
- c. As positions become available, regular posting procedures shall be followed, allowing laid-off Employees the opportunity to bid on available positions in accordance with seniority rights. Laid-off Employees shall be advised or mailed copies of all job postings for which they are qualified and for which they have given written notice to the Department of Human Resources.
- d. In the event of lay-off or recall, Employees retained or recalled in accordance with seniority rights must meet the necessary qualifications for the position. Office complexes and rental facilities which require (by terms of the lease) Employees to have a security clearance, then such clearance shall be considered a necessary qualification for the position. Any administrative cost incurred in acquiring said clearance shall be the responsibility of the Employer.

22.02 It shall be the duty of every Employee on lay-off to advise the Employer of current mailing address and phone number where the Employee can be reached. Failure to do so, or maintain current information, shall constitute a waiver of the opportunity for recall, until such information is provided.

22.03 New Employees within a classification shall not be hired until those laid-off within classification have been given an opportunity of recall. It shall be the responsibility of each Employee to notify the Employer, in writing, of classifications for which the Employee qualifies, other than the classification occupied immediately prior to lay-off.

22.04 An Employee laid-off at the end of a regular school term shall be deemed to have been given notice of recall for the first day of the following school year, unless otherwise advised. To the extent appropriate, the same shall apply with respect to Christmas and March Breaks.

22.05

- a. Except for matters reasonably beyond the control or fore-knowledge of the Employer, the Employer shall notify the Union and the designated Employees at least 15 days prior to the

effective date of any proposed lay-off. Where such advance notice is not so provided, the Employer agrees to advise the Union before notice is given to the affected Employees.

- b. Where the Employer is unable to provide such advance notice, the Employer shall have the right to re-assign such Employees to other duties, either within or outside classification, during the balance of the period for which 15 days' notice was not provided.
 - c. Article 22.05 does not apply to normal lay-offs for school breaks.
 - d. Temporary Employees shall not be entitled to such advance lay-off notice.
- 22.06 Bargaining unit employees who are on lay-off shall be given preference by seniority for summer employment to perform work for which they are qualified. During the summer employment period employees who seek and obtain summer employment shall be paid at the rate established for the position as per Schedule "A" and the contracted benefits available to regular employees do not continue to accumulate during this period and accumulated totals shall not accrue or be used during this period. However, all employees shall be subject to the Nova Scotia Labour Standards Code. [Former Article 2.15]
- 22.07 The Parties agree that in March of each year a Labour Management Meeting shall be held to consider any possible layoffs during the summer period of twelve (12) month employees.
- The Parties will jointly consider ways to minimize or eliminate the need for any scheduled lay off through operational changes or efficiencies.
- It shall be the goal of each Party to mutually cooperate in consideration of any initiatives that would result in continued employment during this planned lay-off. [Former Article 10.06]
- 22.08 The Employer agrees that twelve (12) month employees shall not be subject to lay off during the school year (September to June), including Christmas and March Break. Twelve (12) month employees shall be required to take vacation as provided in Article 25.02 (c) of this collective agreement, unless otherwise mutually agreed. [Former Article 12.07]
- 22.09 In the event the Employer is considering layoffs within the bargaining unit, a subcommittee comprised of equal representation from both the Union and the Employer will be struck to discuss considerations associated with the layoff and develop a fair and reasonable process and procedure for implementation of layoff. In the event that agreement is reached through this subcommittee, said agreed-to provisions will be adopted. Likewise, in the event that no agreement is reached through this subcommittee, status quo language as set out in Article 22 stands.**

- 22.10 Notwithstanding Article 22 – Layoff and Recall, the Employer shall provide the Union at least thirty (30) calendar days' notice of reductions which may result in the permanent layoff of any Regular Full-Time or Part-Time Employee in the bargaining unit.**

The Employer and the Union will engage in consultation to attempt to minimize any adverse effects of the reduction on Regular Full-Time or Part-Time Employees in the bargaining unit. This may include revisions to the current displacement/layoff provisions where mutually agreed.

ARTICLE 23 – STAFFING

23.01

a. Posting of Summer Positions

The Employer agrees to post, within Regions, Summer Positions of three (3) months or greater. Such positions will have flexible schedules to a minimum of 80 hours bi-weekly. This is intended to be an opportunity of supplemental employment to 10 month employees during summer lay off period and regular part-time Employees of property services. Employees are only eligible for consideration for periods of time where they do not already have a regular or term assignment, subject to Memorandum of Agreement # 2 herein.

23.01

- b. When the Employer decides that a vacancy or new position within the bargaining unit is to be filled, the Employer shall post notice of the position at all work site bulletin boards for at least ten (10) working days before the selection process commences. Copies of all such notices shall be provided concurrently to the Union. Absent bad faith on the part of the Employer, all posted notices shall be deemed to have been properly posted for the necessary number of days. Prior to any vacancy being posted, in-house employees shall be entitled, operational conditions permitting, to laterally transfer into the position or subsequent in-house positions. Such transfers shall be assigned in accordance with seniority and shall not be unreasonably withheld.
- c. When the Employer decides that a term position, as defined in accordance with Article 1.16 of this collective agreement, is to be filled, the Employer shall post notice of the position at all work site bulletin boards for at least ten (10) working days before the selection process commences. Copies of all such notices shall be provided concurrently to the Union. Absent bad faith on the part of the Employer, all posted notices shall be deemed to have been properly posted for the necessary number of days. Positions will be filled in accordance with seniority and qualifications absent the placement meeting and will be limited to the filling of the term position.
- d. An applicant from within the bargaining unit shall make application on the Employer's application form within ten (10) working days of initial day of posting. Such application form shall be approved by the Union and may be amended with the consent of the Union, which consent shall not be unreasonably withheld.
- e. The Employer shall be entitled to concurrently advertise externally for such positions, but shall give first preference to all regular full-time and regular part-time Employees covered by this Agreement. The Employer shall not consider such external applications until it first determines that there are no qualified applicants from within the bargaining unit. Temporary Employees with less than 2,000 hours by the most recent employee list shall be deemed to be external applicants. Temporary employees, who qualify, shall be considered for available positions which remain once regular full-time and regular part-time employees have completed their placement process. Temporary employees shall be given preference for available positions in their classification in the order of their accumulated hours as established at January 01/July 01 for that calendar year's placement meetings. In extenuating circumstances, the parties may agree, by mutual agreement, to extend an employee's qualifying hours beyond the hours of work set out. **Temporary**

Employees with 1250 or more temporary hours within the Pupil Transportation Division as at the most recent employee list will be offered vacant positions within Pupil Transportation following the Placement Meeting(s) in accordance with temporary hours provided the temporary employee does not have an unfavourable report with respect to a major disciplinary offence and possesses the required qualifications and sufficient ability to perform the position.

- f. When filling a new classification within the bargaining unit, or when filling a vacant or unfilled position for which there are no qualified applicants from amongst regular full-time or regular part-time Employees, the Employer shall be entitled to select the external applicant who, in the Employer's opinion, is most suitable for the position.
- g. Both parties recognize the value of promoting qualified Employees within the bargaining unit. Accordingly, when a vacancy occurs within the bargaining unit, regular full-time and regular part-time Employees shall be given preference in accordance with seniority, provided that the applicant's skills, qualifications, experience and ability meet the required standards for the position, as reasonably determined by the Employer.
- h. The notice of vacancy shall contain title of position, anticipated hours of work, rate of pay, required qualifications, skills and ability, and anticipated assignment (school or bus run). All prerequisites established for a position by the Employer shall bear a reasonable relationship to the requirements of the job. Qualifications for trades persons may include reasonable response time, including requirement of principal residence to be within radius of 50 kilometers from place of work.
- i. A vacancy or new position shall be posted as the primary position. Any qualifying applicant from within the bargaining unit may apply for the primary position and/or may also apply for any other vacancy which may occur as a direct result of the awarding of the primary position. In filling such positions, the Employer shall first fill the primary position. Thereafter, appointments shall be made for any directly related subsequent vacancies on the same basis as the primary position, with selection being made from the qualified applicants. Job placement meetings shall take place within four weeks following the closing date of the job posting. An appointment shall take effect within 2 weeks of the placement meeting, provided the required paperwork is submitted by the Employee to the Board's Central Office. If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and the Union.
- j. The Employer agrees, in consultation with the Union, to investigate methods of telephone or other electronic communication that would facilitate such selection process across the geographical region, for both Employer and applicants.
- k. An employee in one classification will be eligible to apply for a position in another classification only after accumulation of one (1) year seniority.

23.02

- a. Nothing in this Article shall restrict the Employer's right to determine whether operational requirements require filling of the position, or the Employer's right to temporarily fill an unfilled position (a position for which there is a returning incumbent) or a vacant position (a position for which there is no returning incumbent) with a Temporary Employee selected by the Employer.
- b. If, after 5 working days, the Employer anticipates that a temporary assignment may last for a further 15 working days up to four (4) months, then the Employer shall offer such position to the most senior qualified regular part-time Employee within such classification and within the Family of Schools, provided such temporary re-assignment is operationally practical and reasonable and such assignment would result in a tangible monetary gain to the successful regular part-time Employee.

23.03 The Employer acknowledges that it shall obtain the consent of the Union with respect to the employment of summer students or grant workers who are expected to perform work of the bargaining unit. In exchange for such support, the Employer will seek to include students of members of the bargaining unit as Employees within such programs.

23.04 All appointments as Lead Hand shall be based on seniority where the leadership skills, demonstrated responsibility, qualifications, skills and ability of the most qualified applicants are relatively equal **in the opinion of the Board. When filling Lead Hand positions, the Board will ask for an "Expression of Interest" from all bargaining unit members. The selection for the filling of the position remains at the discretion of the Board, but consideration will be given to those who have expressed interest.** Such supervisory bargaining unit appointments – **excluding actions and responsibilities associated with employee discipline** - are discretionary and subject to change from time to time as the Employer shall determine.

23.05 Upon request from the Employee, the Employer shall provide written reasons as to why such unsuccessful applicant with more seniority was not awarded a position.

23.06 In the event that the Employer determines within 60 working days that a successful applicant from within the bargaining unit is unsatisfactory for the position, such Employee shall be returned to her/his former position without loss of seniority or other rights and benefits. The same shall apply to other Employees affected in secondary positions as a result of such return.

23.07 Notwithstanding Article 3, no Employee shall be arbitrarily transferred from one position to another. **The Employer may, in consultation with the Employee and the Union, in exceptional circumstances that will be explained to the Union, reassign an employee from one position/location to another within the employee's classification and hours of work. Prior to the employee reassignment, the Union will have an opportunity to present any alternatives it deems appropriate regarding the placement of the employee. The Employer will not transfer solely for disciplinary reasons or solely at the request of the Supervisor.**

23.08 The Employer shall consider requests made by suitably qualified Employees to exchange positions within classifications. To be considered, the exchange must adhere to the following conditions:

- i. all such requests shall be submitted in writing to the Coordinator of Human Resources;
- ii. involve two (2) employees within the same classification and hours of work;

- iii. have the approval of the immediate supervisors for the two positions.

The Employer agrees to evaluate the merits of the exchange and reply in writing within thirty (30) working days. With the consent of both the Employer and the Union, any such successful exchange may be declared permanent after a trial period of not less than ninety (90) working days.

- 23.09** Representatives of the Union and the Board will work to develop a process, where possible, for on-line application with respect to positions covered within this Collective Agreement.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

- 24.01 An Employee covered by this Agreement who is temporarily assigned to another position or classification for which the rate of pay is lower than the rate of pay for such Employee's regular position, shall receive her/his regular rate of pay while so employed.
- 24.02 An Employee covered by this Agreement who is temporarily assigned to another position or classification for more than one working day, for which the rate of pay is higher than the rate for such Employee's regular position, shall receive the higher rate of pay retroactive to the first day of such assignment.

ARTICLE 25 – VACATIONS

25.01

- a. Regular full-time Employees shall receive annual vacation with pay as follows:
 - i. less than 1 year of completed continuous service: two (2) weeks (pro-rated) in equivalent days off WHICH SHALL COME INTO EFFECT JANUARY 1, 2005. Casual time will not be credited for this purpose;
 - ii. after 1 year of continuous service: 3 weeks;
 - iii. after 10 years of continuous service: 4 weeks;
 - iv. after 18 years of continuous service: 5 weeks;
 - v. after thirty (30) years of continuous service: 6 weeks.

Provided, however, that Employees of the former Cumberland District School Board shall not have their vacation entitlement reduced as a result of the above-noted chart up to and including the 31st day of March, 2007.

- b. Regular part-time employees shall have vacation entitlement pro-rated to regular full-time employees and vacation shall be given as equivalent days off with pay.
- c. Vacation entitlement is earned for time worked and/or paid to Employees and shall be *pro rated* and reduced according to any period of time when an Employee is on unpaid leave of absence, provided that an Employee shall continue to accrue vacation entitlement while off on Workers' Compensation coverage for a maximum time period not exceeding twelve months. Provided however that such entitlement to vacation pay shall only be awarded after such Employee has returned to regular employment for not less than 90 calendar days. Time off for such vacation entitlement shall be deemed to have been taken while off on Workers' Compensation, provided that the Employee takes such vacation as a lump sum payment, unless otherwise agreed between the parties.

The Employer agrees that employees who are in receipt of WCB and who directly retire from the Board under a pensionable plan shall receive vacation entitlement as earned in the first twelve (12) months of WCB leave. Such payment shall either be a lump sum cheque payable to the Employee or, at the choice of the Employee, transferred into an RRSP of the Employee, as eligible.

- d. Employees who are eligible to retire under the terms of the pension plan to which both parties contribute shall receive one (1) additional week vacation pay during the school year in which the retirement of the employee occurs.

25.02

- a. Employees who normally only work during the school year (commonly referred to as 10 month Employees) shall be deemed to have scheduled vacation time during the Christmas or March Breaks, or the school summer vacation months, as determined by the Employer, unless otherwise authorized by the Employer.
- b. To the extent the Employee has vacation pay available, Vacation pay for 10 month Employees shall be paid during the Christmas and March Breaks and the balance thereof shall be paid to the Employees during December of each year and in any event no later than December 24th. An adjustment will be made in January for any overpayments made in December of each year. Such adjustment will be a maximum of one (1) day's pay deducted per pay period commencing in January until such overpayment is recovered by the Employer.
- c. Except where the Employer and Employee otherwise agree, Employees who work beyond the normal school term (commonly known as 12 month Employees) shall take vacation entitlement during school vacation periods, as scheduled by the Employer. Operational conditions permitting, employees shall be permitted to take this vacation, with or without pay, during the school vacation periods.
- d. Vacation pay for 12 month Employees shall be paid at the time of the vacation.

25.03

- a. Vacations shall be taken in the calendar year earned and shall not be carried forward from year to year, unless otherwise mutually agreed between the Employer and the Employee, or unless the

Employee is prevented by injury, serious illness or other circumstances beyond the Employee's control from taking vacation during that year.

- b. Employees with more than 20 days accrued vacation may apply to the Employer for scheduling of such additional vacation days outside scheduled school vacation periods. The Employer shall grant such requests where additional costs are not incurred and operational conditions permit.
 - c. The Employer shall be entitled to schedule vacations in such manner as to minimize operational disruption, including financial costs.
 - d. The Employer shall endeavor to give preference on the basis of seniority where vacation schedules are staggered within a classification. Employees entitled to more than 20 days vacation shall not be permitted to schedule such additional days until other Employees in the bargaining unit have been provided their vacation period.
 - e. Vacation schedules shall be posted by May 15th of each year after the Employees have indicated their vacation requests to the Employer. Once posted, vacation schedules shall not be changed without the consent of the affected Employees. Vacations shall commence immediately following an Employee's scheduled days off.
 - f. If a death occurs for which Bereavement Leave is provided under this Article and the Employee has scheduled vacation days during the Bereavement period which they are forced to cancel, Bereavement Leave shall be substituted for the scheduled vacation days provided the Employee reports the requisite information to his/her immediate supervisor at the time of death or upon their return to work
- 25.04 Vacation entitlement is earned for time worked and shall be *pro rated* and reduced according to any period of time when an Employee is on part-time work or unpaid leave of absence, provided that the first 90 days of unpaid leave shall not impact vacation entitlement.
- 25.05 If a holiday to which an Employee would normally be entitled falls on or is observed during an Employee's vacation period, such Employee shall be entitled to an additional day's vacation with pay, in lieu of such holiday, at her/his prevailing rate and such day shall immediately follow the vacation period, unless otherwise agreed between Employer and Employee.

ARTICLE 26 – HOLIDAYS

26.01

- a. Regular full-time and regular part-time Employees shall be entitled to (in accordance with this Article) the following paid holidays:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. First Monday in August |
| 2. Good Friday | 7. Labour Day |
| 3. Easter Monday | 8. Thanksgiving Day |

- | | |
|-----------------|--------------------|
| 4. Victoria Day | 9. Remembrance Day |
| 5. Canada Day | 10. Christmas Day |
| | 11. Boxing Day |

- b. Any other day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Nova Scotia as a Civic Holiday.
- c. If Remembrance Day falls on a weekend, it shall not be a holiday under this Article, unless declared a holiday by the Province of Nova Scotia or unless another day is substituted for Remembrance Day as a non-instructional day by the Department of Education and Culture.
- d. Provided that 10 month Employees as defined in this Agreement shall not qualify for the First Monday in August.

26.02

- a. Employees shall be entitled to be paid for a holiday only if s/he has worked the Employee's scheduled work day immediately preceding and immediately following the holiday. Paid leave of absence will be counted as time worked.
- b. When a holiday falls within a period when an Employee is on authorized sick leave, or on other authorized paid leave, and the Employee qualifies pursuant to 26.02 a., a holiday is considered a holiday and no payment for any other type of leave will be made for that day.
- c. Regular part-time Employees who fulfill the qualifying conditions of this Article, shall be entitled to such holiday, with *pro rated* pay based on a percentage of hours and days normally worked, as calculated reasonably by the Employer.
- d. When a paid holiday coincides with the Employee's day of rest, the Employer shall grant the holiday with pay on either the working day immediately following the day of rest, or another day mutually agreed upon between the Employer and the Employee. Where an Employee is required to work on a paid holiday s/he shall be paid at overtime rate for the hours worked on a paid holiday, and s/he shall be given another day off with regular pay at a time mutually agreed by the Employer and the Employee.

ARTICLE 27 - SICK LEAVE

27.01

- a. Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents the Employee from performing work for the Employer, and for which compensation is not payable under the Workers' Compensation Act. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from work due to illness or injury as described above.
- b. Where permitted by the *Workers' Compensation Act* and where it will not adversely affect the compensation to be paid to an Employee, the Employer shall provide the following benefits:
 - i. The supplementing ("topping up") of pay (excluding the first two (2) days following a compensable injury when an employee can use their sick leave accumulated credits to a maximum of 100%) up to a maximum of 85% of the net pay of the Employee as calculated in accordance with the *Workers' Compensation Act*; and
 - ii. The Continuation of the payment of the Employer's share of any Benefit Plan premiums during the period of such top-up;
 - iii. Provided however that the value of such top-up shall be *pro rated* and charged against accrued sick leave. Such top-up shall expire upon depletion of accrued sick leave;

27.02

- a. Regular full-time and regular part-time Employees shall accumulate sick leave credits in accordance with the following formula:
- b. Regular full-time and regular part-time Employees shall accumulate sick leave at the rate of twelve (12) hours sick leave credit per one hundred sixty (160) regular hours paid, to a maximum of 1560 hours.

27.03

- a. A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave.
- b. Except for Workers' Compensation top-up under Article 27.01(b), use of sick leave credits shall be reduced in increments of not less than one half of one day's sick leave credits.

27.04

- a. In all cases of illness or injury, an Employee must notify the Employee's immediate supervisor, or designate, as soon as possible, but at least 2 hours before the commencement of the shift(s) to be missed by the Employee. Provided an Employee who commences an early morning shift shall be required to provide at least one hour's notice. An Employee who fails to call in sick within such deadline shall not receive sick benefits for such shift, unless the Employer is reasonably satisfied there was legitimate reason for such delay. The Employer shall from time to time designate the person and phone number to be contacted.

- b. Employees who are on sick leave must endeavor to notify the Employer of the expected duration of the illness as early as possible and shall endeavor to give the Employer reasonable notice of the anticipated date of return.

27.05

- a. The Employer and the Union acknowledge the financial viability of the sick leave plan is based in large part on the honour system, without proof of illness for each absence.
- b. Notwithstanding 27.05(a), at the request of the Employer, the Employee shall be required to provide proof of illness, injury or disability, including production of a medical certificate signed by a licensed medical practitioner, which certificate shall describe the nature of the illness, injury or disability, its relationship to the Employee's ability to work and the anticipated date of return to work, if available. The Employer reserves the right to send someone to investigate any reported illness of an Employee. Except where the Employer suspects there may be a misuse of sick leave credits and has provided the Employee with advance notice of the requirement to provide a Certificate, the Employer shall not require production of a medical certificate, unless the Employee has been absent or is expected to be absent for more than three consecutive days. Where the Employer is not satisfied with the medical certificate produced by the Employee, the Employer shall be entitled to require the Employee be examined by a mutually agreed alternate independent medical practitioner. In the event the Employer and the Union are unable to agree upon such practitioner, an Arbitrator appointed pursuant to this Agreement, shall be empowered to make such selection. The cost of obtaining such independent medical opinion shall be at the Employer's time and expense.

- 27.06 Where an Employee has been off work on sick leave, the Employer shall be entitled to inquire as to the Employee's ability to return to work, before scheduling such return. If the Employer has reasonable concerns about the Employee's ability to perform her/his regular duties, the Employer may require the Employee to undergo a medical examination by an independent medical practitioner in the same manner as described in Article 27.06. Where such reasonable concerns exist, the Employee shall not be entitled to return to work until such independent medical practitioner has expressed an opinion that the Employee is fit to return to work and perform the regular duties of such position.

27.07

- a. Where an illness is considered by the Employer or the Union to be caused due to the abuse of alcohol or other drugs, the Employer may direct the Employee to undergo a medical examination by a medical doctor or other related health care professional who specializes in the treatment of alcohol and drug problems. An Employee directed to undergo such examination, shall be granted leave with pay to attend the examination. Where the Employee in question is requested by the Employer and voluntarily elects to undertake a full treatment and rehabilitation program approved by the Employer, the Employee shall be granted entitlement to utilize accrued sick leave in accordance with this Article.
- b. Nothing in 27.07(a) shall be interpreted to restrict the Employer's right to discipline, independent of such treatment program.

- 27.08 Except as provided in this Agreement, an Employee is not entitled to receive sick leave when on vacation, holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement. Provided however, that the Employer will reschedule vacation credits if an Employee is seriously ill prior to her/his scheduled vacation and submits a claim for sick leave credits in place of vacation entitlement. If an Employee is hospitalized during vacation and claims sick leave credits, the vacation days during which s/he was hospitalized will be rescheduled, provided adequate proof of such hospitalization is given to the Employer.
- 27.09 The Employer and the Union mutually agree that fraudulent application for sick leave shall be grounds for serious disciplinary action, up to and including dismissal.
- 27.10 Where an Employee is the only person who can be made available to attend to emergency situations that require the employee's immediate attention or to care for the medical needs of a seriously ill member of the immediate family, as defined in Article 29.01, who is a dependent, parent, or who permanently resides within the Employee's home, such Employee shall be entitled to use up to 3 sick leave days per year to provide care for such patient. Additional unpaid Leave of Absence may be granted by the Employer, operational conditions permitting. Any such serious illness leave must be approved in advance and the Employer shall have the option of requesting medical certification in support of such request.
- 27.11 Employees scheduled by their attending/personal physician to see a medical specialist during work hours, shall be entitled to use sick leave credits to attend this specialist appointment. Employees shall provide notice to their immediate supervisor and upon request shall provide documentation to support. Employees shall return to the work site following the medical specialist appointment to complete their assigned shift.

ARTICLE 28 - JURY DUTY

- 28.01 Upon written notice from an Employee at least 3 days in advance of such requested leave, or otherwise as much notice as is reasonably practical, the Employer shall grant a leave of absence with pay to any Employee who must be absent from work for actual jury duty in any court. Any monies received by an Employee in respect of such jury duty (other than for out-of-pocket reimbursement) shall be turned over to the Employer. Unless otherwise directed by the immediate supervisor, an Employee released from jury duty shall return to complete that part of the work shift that s/he would have missed had the jury duty continued. The Employee shall be paid not more than a regular day's pay that would have been earned, had the Employee actually reported for work. Upon request, the Employee shall present proof of jury service and the amount of any monies received for such jury duty.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01

- a. When a death occurs in an Employee's immediate family, s/he shall be granted 5 consecutive calendar days excluding weekends immediately following the death, with pay, if scheduled to work. In addition, the Employee may apply for further leave without pay as circumstances require. Immediate family includes spouse (including common-law spouse where the Employee and spouse have been living as partners in the same household for at least one year) parent (including legal guardian or such other person who may have been responsible for the child rearing of the Employee), child, step-child, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent, grandchild, step-grandchild, and foster children living in the same household as the employee.
- b. An Employee shall be granted one calendar day (with pay if scheduled to work) to attend the funeral of the Employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- c. In addition to a. and b. above, a bereavement leave, without pay, of an additional 2 days may be granted if the Employee is required to attend at the funeral outside the Province of Nova Scotia or when the Employee is required to travel a significant distance within the province of Nova Scotia.
- d. The Employer may grant additional bereavement leave, with or without pay where it deems circumstances so warrant.
- e. Where the memorial service or interment for the immediate family pursuant to Article 29.01a is not held immediately following the death, one (1) day of the leave may be taken on the date of the memorial service or interment.

Compassionate Care Leave

- 29.02 Employees who have been employed with the Board for at least three (3) months and who require Leave to look after and care for a family member as set out in Article 29.01 (a) of the Collective Agreement shall be permitted an unpaid Leave of Absence of up to eight (8) weeks duration to provide this care and support. Employees shall provide upon request to the Board confirmation from a legally qualified physician that there is a significant risk of death within twenty six (26) weeks of the commencement of the Leave. The Leave of Absence ends upon the death of the family member, when employees would commence bereavement leave, or the expiration of the Leave. The Leave may be taken in periods of not less than one week's duration.

Benefit plans shall continue during such Leave and employees should confirm status and method of payment for their share of the Plans with the Benefits-Wellness Office of the Board. The Employer shall maintain their position of payment for the Plans during such leave.

Employees shall advise the Board as soon as possible of any intention to take this Leave of Absence.

ARTICLE 30 - LEAVE OF ABSENCE

30.01 A general Leave of Absence without pay may, operational conditions permitting and at the discretion of the Employer, be granted to an Employee for a period not exceeding 12 consecutive months. Employees granted such general Leave of Absence shall be responsible for reimbursing the Employer for the full cost of premiums and related costs normally cost shared and paid by the Employer. Any request for such leave of absence shall not be unreasonably denied.

Benefit plans may continue during such Leave and employees should confirm status and method of payment for their share of the Plans with the Benefits-Wellness Office of the Board. The Employer shall pay its share of premiums during such leave in accordance with said Benefit Plan.

30.02 On reasonable notice and on written application by the Union, the Employer may grant a Union Leave of Absence without pay to an Employee who is elected or selected:

- a. as a member of the Executive Committee, CUPE, for the attendance at Executive Meetings or;
- b. as a CUPE delegate to attend special conventions, conferences and/or educational programs.

Such leaves shall be without loss of benefits or seniority during the period of leave. Such Union Leaves of Absence shall not exceed a total of 50 days in any school year for all members of the bargaining unit.

30.03

- a. At the written request of the Union, such an Employee on Union Leave of Absence shall receive the regular pay and benefits provided for in this Agreement when on such leave, provided the Union shall reimburse the Employer for all such pay and related costs for paying full benefits during the period of absence.
- b. Any Union Leave of Absence shall be scheduled so as to minimize disruption of operating conditions. Attendance at a pre-scheduled provincial or national CUPE Convention shall be authorized regardless of operating conditions.
- c. Employees may, operational conditions permitting, be granted a leave of absence to work with another employer – however such leave shall not extend beyond sixty (60) working days or with **the Canadian Union of Public Employees**, however such leave shall not extend longer than **12 calendar months**.

Graduation

30.04 Employees are entitled to one (1) day off with pay to attend their graduation or the graduation of their child, stepchild, or spouse who is graduating from high school or any post secondary institution provided that the graduation is held on a working day of the employee.

- 30.05 Employees who are volunteers with either local fire departments or ambulance services and who are provided by these services with an emergency response communication device shall be entitled to time off with pay in order to respond to emergency calls. Such response shall take into account the employees' employment at the time of the call and such absence will not lead to a health and safety risk to Board employees or students. Employees shall return to the work site following the emergency response to complete their assigned shifts.
- 30.06 Employees who are deployed for Military Duty by the Canadian Armed Forces shall be entitled to a leave of absence without pay for the period of such deployment. Benefit plans may continue during such leave and employees should confirm status and method of payment for their share of the premiums with the Benefits-Wellness Office of the Board. The Employer shall maintain paying its share of premiums for the Plans as is required by the Plan.

ARTICLE 31 - MATERNITY LEAVE AND PARENTAL LEAVE

- 31.01 An Employee shall be entitled to pregnancy and/or parental leave in accordance with the provision of the Labour Standards Code (Nova Scotia).
- 31.02 Maternity Leave without pay shall cover a period of up to 17 weeks before and/or after the birth of a child. When a doctor's certificate is provided, stating that a longer period of Maternity Leave is required for health reasons of the mother or baby, a reasonable extension shall be provided at no cost to the Employer.
- 31.03
- a. While on Maternity Leave, an Employee shall not suffer loss of seniority under this Collective Agreement.
 - b. While on Maternity Leave under SEB the Employee shall continue to accrue vacation and sick leave credits.
- 31.04 During Maternity Leave, the Employer shall pay the full cost of premiums described in Article 34.01(a) of this Agreement, on condition that the Employee shall reimburse the Employer her contribution to such premiums upon return to work.
- 31.05 An Employee on maternity leave shall provide at least 2 weeks advance notice of intended return to work. Upon such return, the Employer shall make reasonable efforts to reinstate the Employee to the position held immediately prior to going on the Maternity Leave, if such position remains available. If the position is not available, has been phased out or if staff reduction has been invoked, the Employer shall invoke the lay-off and bumping procedures under this Agreement.
- 31.06 The Employer shall, upon the request of an Employee and receipt of a certificate from the Minister of Community Services stating that such Employee has filed a notice of proposed adoption, grant such Employee an unpaid parental leave of absence in accordance with the provisions of the Labour Standards Code (Nova Scotia).

- 31.07 The Employer shall provide to qualifying Employees the Supplementary Employment Benefits Program (SEB), described in Memorandum of Agreement #1, which is attached to and forms part of this Collective Agreement.
- 31.08 Parental Leave allowances as per Federal Legislation shall be provided to Employees.

ARTICLE 32 - DEFERRED SALARY LEAVE PLAN

32.01

- a. A regular full-time or regular part-time Employee may apply to the Employer for a Deferred Salary Leave of Absence not exceeding 12 months, upon such terms and conditions as the Employer shall reasonably determine by written contract with the Employee. The granting of such leave, and the terms thereof, shall rest solely with the discretion of the Employer. Until otherwise amended by the Employer after consultation with the Union, the Employer shall follow the format of the former Pictou District School Board Contract.
- b. Such Deferred Salary Leave of Absence shall, for purposes of other Articles in this Agreement, be deemed to be an unpaid Leave of Absence in excess of 90 days.
- c. No sick leave, holidays, vacation or other such benefits shall be available to the Employee during such leave.

ARTICLE 33 - LICENSES, MEDICAL AND EYE EXAMINATIONS

- 33.01 The Employer shall be entitled to require each bus driver to annually submit to such medical examination, including eye and ear, as the Employer shall reasonably deem appropriate for the safe operation of its bussing system. The Employer and the Union shall agree upon a list of mutually acceptable medical/optical personnel who shall perform such services for the Employer. In the event the Employer and the Union are unable to agree upon such list of approved examiners, the matter of selection shall be delegated to an arbitrator appointed pursuant to this Agreement. The Employer shall bear all the costs for such exams, including the Employee's time to attend such exam. The results of all such examinations shall be made available to the Employee upon request.
- 33.02 The Employer will reimburse each bus driver the cost of a Class Two B (2B) License renewal.
- 33.03 A valid Class Two B (2B) License shall be a prerequisite for employment of a bus driver. In the event a bus driver shall have her/his license suspended or revoked for 6 or more months, the bus driver may be subject to disciplinary action, up to and including discharge.
- 33.04 The Employer will reimburse each certified tradesperson for annual trade license required by the Employer in order to perform employment duties.

- 33.05 The Employer will annually reimburse each bus driver, who is required by their immediate supervisor to plug in their bus, \$60 as reimbursement for the cost of electricity. Each school bus required to be plugged in shall be provided with one timer.

ARTICLE 34 - BENEFIT PLANS

34.01

- a. The parties agree to continue participation in the Province of Nova Scotia Consolidated Health and Dental Plan on a 65% Employer and 35% Employee cost-shared basis. Employees and the Employer are subject to the conditions as set in the Plan.
- b. Part time BUS DRIVERS are included under the Dental coverage and cost sharing for same in Article 34.01 (a).

Local Benefit Instructors

- c. The Union agrees to appoint three (3) individuals who will act as a resource and the first level of information to the local on the details/operations of the Provincial Plan. The Employer agrees that time approved by the Employer for the local instructors training and/or to attend meetings called by the Plan or the Employer to evaluate the experience factor and/or updates on proposed changes shall be with pay and without loss of benefits.

The instructors chosen by the local shall constitute the Benefits Committee of this local.

- d. The parties agree to cost share the Life Insurance, Dependent Life and Accidental Death and Dismemberment Plans on a 65% Employer and 35% Employee cost-shared basis. Employees and the Employer are subject to the conditions as set in the Plan.
- e. The parties agree that the deficit account for all benefit plans shall only be used for an incurred deficit under these plans.

The parties agree that any other use of these funds shall only be allowed by written Memorandum of Agreement, signed by both parties.

- 34.02 The Employer's contributions under this Article shall only apply when the Employee is actively working, on paid Leave of Absence or on an unpaid Leave of Absence of less than 180 days, or as otherwise specifically described in this Collective Agreement. To qualify for Employer's contributions, an Employee on unpaid leave of absence shall be responsible for delivering the Employee's contributions to the Employer in a timely manner as specified by the Employer. Provided however that an Employee shall continue to be covered if such Employee makes necessary arrangements with the Employer for payment of 100% of the costs of such benefits. The parties agree that this is subject to the conditions as set out in the Plan.

34.03 To the extent that such funds are available, the Employer agrees to apply for EI Premium Reduction Plan and remit such funds to the Local. The Union agrees to indemnify the Employer with respect to any claim or liability arising out of such remittance to the Union.

34.04 Regular part-time Employees shall be credited with all benefits described in this Agreement on a *pro rated* basis, compared to a regular full-time Employee, except where otherwise specifically stated in this Agreement. Regular part-time Employees shall not *pro rate* Employee contributions but shall pay full share and shall be entitled to the full benefits of the group insurance and Medical Health Plan described in Article 34.

34.05 ADAPT

The Employer agrees to pay 100% of the cost of ADAPT (Access Disability Assessment Program and Treatment) initiative.

34.06 PROFESSIONAL DEVELOPMENT FUND

The Board agrees to provide a Professional Development Fund to a total of \$5,000.00 administered by the existing Professional Development Fund Committee.

34.07 WELLNESS INITIATIVE

The Board agrees to provide a wellness fund of \$10,000 for the use of the Local members effective April 1, 2004 who purchase memberships in health and recreation clubs. Employees will annually present such membership fees to the Benefits Committee by March 15th, who will determine the eligibility and the amount payable on a pro-ration basis to each eligible employee.

34.08 **CANADA SAVINGS BONDS**

The Employer shall deduct from the salary of a Regular full-time or Regular part-time Employee for the issue of Canada Savings Bonds issued in the year of request subject to the condition that authorization for the deduction may not be changed by the Employee for a period of at least 1 year from the commencement of the first deduction. The administration of such deduction shall be the responsibility of the Employer.

34.09 **ANNUAL FLU VACCINATIONS**

The Employer agrees to reimburse the cost of the flu vaccination, as receipted from the service, for those employees who receive this annual vaccination. The maximum allowable is \$10.00.

ARTICLE 35 - PENSION PLANS

35.01

- a. The Parties agree to cost share equally the premium cost of participation in the NSSBA defined benefit plan for the duration of this agreement as set out by the Board of Trustees of the NSSBA Pension Plan.
- b. The Employer agrees to encourage any Trustee Member representing the CCRSB to use any surplus funds generated by the NSSBA pension plan to improve the pension plan benefits.
- c. Any employee elected to sit as a Trustee on the Board of Pension Trustees of the Nova Scotia School Boards Association will suffer no loss of regular wages and benefits.

35.02 The Employer agrees to provide one day with pay and without loss of benefits to employees who are eligible and selected to participate in a retirement course offered by the EAP carrier.

35.03 All regular full-time and regular part-time Employees, as a condition of continued employment, shall join and participate in such Pension Plan.

35.04

- a. Employees who are eligible to retire under the NSSBA Pension Plan and who have 90% or greater of the maximum accumulation set out in Article 27.02 (b) of the Collective Agreement shall be entitled to two (2) weeks pay at the time of retirement. Such payment shall either be a lump sum cheque payable to the employee or, at the choice of the employee, transferred into an RRSP of the employee, if eligible.
- b. Employees who are eligible to retire under the NSSBA Pension Plan and who have 75% or greater of the maximum accumulation set out in Article 27.02 (b) of the Collective Agreement shall be entitled to one (1) weeks pay at the time of their retirement. Such payment shall either be a lump sum cheque payable to the employee or, at the choice of the employee, transferred into an RRSP of the employee, if eligible.

ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM

36.01 An EAP shall be maintained by the parties during the life of the agreement.

36.02 For the duration of the Agreement the Employer agrees to pay the full premium cost of the Employee Assistance Plan as offered by FGI, the existing carrier. In the event that premiums rise beyond an amount of **\$28,999.72** for December 1, 2011 to November 30, 2012 and **\$29,170.91 for December 1, 2012 to November 30, 2013**, the additional cost shall be shared equally. The Union may opt out of this benefits coverage by giving thirty (30) days notice to the Employer prior to the expiry of the contract between the carrier of the EAP and the Employer. **The figures in this Article include the unrecoverable portion of HST.**

Prior to the conclusion of the current EAP contract, the parties will seek alternatives to the current program that are either as cost efficient or more cost efficient than the current EAP Program

ARTICLE 37 – WAGES

37.01 Members of the bargaining unit shall be paid in accordance with the rates and adjustments described in this Article 37 and Schedule "A" attached hereto.

Tradespersons: Rates of Pay – applicants who have Provincial tickets in trades that the Board seeks to fill and who, at the time of their application have a valid journeyman's ticket, will receive 100% of the trade rate at the time of employment.

37.02 Economic Increases

a) All Members:

(i) Effective April 1, 2012, all members of the bargaining unit shall receive a 2.0% economic increase.

(ii) Effective April 01, 2013, all members of the bargaining unit shall receive a 2.5% economic increase.

(iii) Effective April 01, 2014, all members of the bargaining unit shall receive a 3.0% economic increase.

(b) Tradespersons (those currently receiving the rate of \$22.14) and also Head and Lead Tradespersons:

(i) Effective October 1, 2013 shall additionally receive a \$.50 economic increase.

(ii) Effective April 01, 2014, shall additionally receive a \$.50 economic increase.

37.03 The parties acknowledge that the Employer has the right to designate, within any classification, a person or persons who will function as Lead Hand, at a premium pay rate increase of 5% above normal rate, for all hours worked as designated Lead Hand. The decision to appoint a Lead Hand, whether occasional or regular, shall rest solely with the Employer.

- 37.04 Except where specifically provided herein, there shall be no pyramiding of rates of pay or benefits anywhere in this Agreement.**

GRANDPARENT EXISTING INCUMBENT IN CUSTODIAL LEAD HAND POSITIONS

- 37.05** The Employer agrees to grandparent the existing incumbent custodial lead hand at Amherst Regional, Oxford High, Parrsboro High and E. B. Chandler High. This now only applies to Parrsboro High.
- 37.06** Upon payroll self service implementation, employees shall have electronic access through the payroll self service model to all details related to her/his individual pay and benefits. At such time, payment stubs shall be discontinued.
- 37.07** Upon written request, a Regular status 10 month employee can elect to have their pay (normally received via 22 pay periods) distributed over 12 months (normally received via 26 pay periods). Such written request must be received by June 30th in order for the pay arrangement to begin August 1st. Likewise, should an employee wish to cancel this pay arrangement, written notification must also be received by June 30th. This option will not be available to employees until such time as the necessary processing adjustments take place within the SAP Payroll system.

ARTICLE 38 - PRIVATE-PUBLIC PARTNERSHIP

- 38.01** In any agreement the Employer signs with a corporation, person or other entity (the Developer) with respect to a school to be owned and/or operated by such Developer, the Employer shall require that the Developer contract with the Employer for the provision of custodial and general maintenance services within that portion of the building generally utilized for school purposes. In the event the Employer/Board is unable to successfully negotiate a new contract with the Developer, they will be required to provide their own services and the provisions of Article 38.04 will not apply. Job security with the Board will be provided to affected employees with employment in their classification, existing hours of work and area of employment without displacement of any existing employee. Nothing in this Collective Agreement shall pertain to those areas of the school building leased or exclusively assigned to other tenants, or under the exclusive control of the Developer.
- 38.02** In any such contract between the Employer and the Developer, the Employer shall require that the supervision, control and direction of members of the bargaining unit shall be carried out by the Employees of the Employer assigned for that purpose, and not by employees of the Developer.
- 38.03** The Union and the Employer acknowledge that job performance standards for such facilities shall be in line with normal recognized standards for other comparable facilities. The Employer shall determine such reasonable performance standards from time to time in consultation with the Union. The parties acknowledge that the Developer may require differing levels of custodial or maintenance staff than existing Employer practices in other conventional facilities. In any agreement the Employer signs with the Developer, the Employer shall require the Developer to acknowledge that all of the provisions of this Collective Agreement are fully applicable to work performed by Employees of the Employer.

- 38.04 Except as otherwise provided within this Collective Agreement, employees of the Developer and employees of other tenants working within the building shall not be permitted to perform regular work performed by bargaining unit members within that portion of the building exclusively serviced by the bargaining unit.
- 38.05 Notwithstanding the foregoing, the Union agrees that the Employer and/or the Developer shall be entitled to utilize non-bargaining unit members in such building under the following circumstances:
- a. if, for maintenance matters determined by the Employer to be urgent, the Employer's maintenance staff are not available to respond within one hour of the receipt of a request from the Developer;
 - b. Specialized or non-routine maintenance work, provided however that the Developer shall be required to provide fair opportunity to the Employer's members of the bargaining unit who are fully qualified to perform such work.
- 38.06 Except as may otherwise be mutually agreed between the parties, nothing in this Agreement shall prevent the Employer from contracting with third parties for the supply of trade or maintenance services to schools and other buildings in accordance with existing practice.

ARTICLE 39 - TECHNOLOGICAL CHANGE

- 39.01 In this Article "Technological Change" means any change in:
- a. the introduction of equipment or processes materially different in nature, type or quantity from that previously utilized;
 - b. work methods, organization, operations or processes materially affecting one or more Employees.
- that could reasonably be expected to adversely affect the hours of work available to a regular full-time employee in the bargaining unit, or could reasonably be expected to result in a lay-off of a regular full-time or regular part-time member of the bargaining unit.
- 39.02 An employee who is laid off or terminated as a consequence of technological change shall be entitled to exercise bumping rights pursuant to Article 22, Layoff and Recall.
- 39.03 Prior to the implementation of any technological change, the Employer agrees to consult with the Union with respect to such change in an attempt to minimize any loss of job security and to explore opportunities for retraining of existing members of the bargaining unit who may be negatively impacted by such technological change.

ARTICLE 40 – DURATION AND TERMINATION

- 40.01 This Agreement shall be binding and remain in effect from date of signing to the 31st day of March, 2012, or until a new Collective Agreement is signed between the parties.
- 40.02 Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.
- 40.03 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to commence collective bargaining. Within twenty-one (21) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.
- 40.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining terms and conditions shall remain in full force and effect.

Any part of this Agreement that is so altered or invalidated in accordance with this Article shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as then may be mutually agreed between the parties.

Article 41 OCCUPATIONAL HEALTH AND SAFETY

The Employer, the Union and all Employees agree to cooperate in the prevention of **incidents** and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the Nova Scotia *Occupational Health and Safety Act and Regulations* **and/or any relevant provisions under the Nova Scotia Environment Act and Regulations**. All parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual Employees.

- a. The Employer shall provide, at no cost to the Employees, all necessary safety equipment to perform their jobs safely. Regular full-time and regular part-time Employees who are required, by the Employer, to wear safety boots, shall be reimbursed for CSA approved safety boots up to a receipted maximum of \$150 per calendar year. **Rainwear, where required by the employer, will be supplied at no cost to the Employee**
- b. Every Employee shall wear such clothing and safety equipment as the Employer shall reasonably determine is appropriate for the safety of the Employee and the worksite.

Where required by the Employer, as a condition of employment every Employee shall be responsible for wearing safety boots, safety glasses, safety hat, coveralls and other such related safety equipment.

Article 42 – TERM EMPLOYEES

- 42.01** Term employees will receive two weeks' notice if the Term Position or the appointment of the employee to the term position is to end prior to the posted end date.
- 42.02** Unless at the discretion of the Board or in the case where such move would result in a monetary gain for the employee as defined in Article 1 of this Agreement, employees hired to term status positions may not apply for other term status positions for the duration of their term except for positions that are posted with a start date of no more than one (1) month before the completion of their current term. If successful, movement to the new term position will be as soon as operationally possible.
- 42.03** Term employees shall accrue sick time on a pro rata basis relating to the length of the term position and the number of hours worked. At the completion of the term status position, any unused sick time will be held in abeyance until such time as the Employee secures another term or regular status position. Such period of abeyance is for a maximum of 12 calendar months after which the accrued days are lost.


ARTICLE 43 – BENEFIT AND BINDING

- 43.01 Both Parties agree that the presentation of draft wording or deletion of draft wording at the bargaining table shall not be admissible as an aid to interpretation of this Collective Agreement.
- 43.02 This Agreement and everything contained therein will ensure to the benefit of and be binding upon the Parties hereto, their successor and assigns, respectively.
- 43.03 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers the day and year as written.

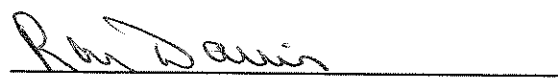
Signed this 23rd day of April, 2014

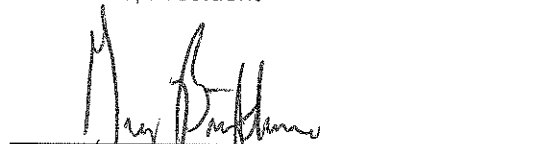
**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**



Trudy Thompson, Board Chair


Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**


Ron Davis, President


Witness


Witness

CCRSB Classification	Standardized Classification	Current Rate	April 1, 2012 Rate	April 1, 2013 Rate	Oct. 1, 2013 Rate	April 1, 2014 Rate
PROPERTY SERVICES						
Custodian	Custodian	\$16.77	\$17.11	17.53	17.53	18.06
General Maintenance (Grounds, Delivery, Personnel, School Based 1, School Based 2)	General Maintenance	\$18.99	\$19.37	19.85	19.85	20.45
Labourer	General Labourer	\$14.35	\$14.64	15.00	15.00	15.45
Safety & Sprinkler Technician, Finish Painter	Building Technician	\$19.88	\$20.28	20.78	20.78	21.41
Tradesperson (Carpenter, Electrician, Oil Burner Technician, Plumber/Pipe Fitter, Sprinkler System Installer)	Tradesperson	\$22.14	\$22.58	23.15	23.65	24.87
HVAC Technician, Controls Technician	Building Specialist	\$21.78	\$22.22	22.77	22.77	23.45
TRANSPORTATION						
Bus Driver	Bus Driver	\$20.91	\$21.33	21.86	21.86	22.52
Bus Driver with Additional Duties	Bus Driver with Additional Duties	\$19.56	\$19.95	20.45	20.45	21.06
Truck & Transport Mechanic	Mechanic	\$22.14	\$22.58	23.15	23.65	24.87
Head Mechanic	Head Mechanic	\$22.96	\$23.42	24.00	24.5	25.75
Motor Vehicle Body Repairer	Motor Vehicle Body Repairer	\$22.14	\$22.58	23.15	23.65	24.87
Maintenance, Inventory / Warehouse Clerk	Inventory Clerk	\$19.24	\$19.62	20.12	20.12	20.72
Lead Motor Vehicle Body Repairer	Head Motor Vehicle Body Repairer	\$22.23	\$22.68	23.24	23.74	24.95

MEMORANDUM OF AGREEMENT #1

- Between -

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD
hereinafter referred to as the "Employer"

- And -

CUPE LOCAL 3890
hereinafter referred to as the "Union"

Supplementary Employment Benefits (SEB) Plan

This Memorandum of Agreement shall be and form part of this Collective Agreement.

Upon application by a regular full-time or regular part-time Employee, the Employer agrees to provide a Supplemental Employment Benefits (SEB) Program for unemployment caused by pregnancy, for as long as such program continued to be approved by the Canada Employment and Immigration Commission, as amended from time to time.

The Employer's contribution is set to provide a maximum of 95% of the Employee's normal weekly salary. During the two-week waiting period, the Employee's contribution shall be the same as for the other 15 weeks.

The existing Program is as follows:


1. The objective of the Plan is to supplement the unemployment insurance received by workers for unemployment caused by pregnancy.
2. All regular full-time and regular part-time employees are covered by the Plan.
3. The benefit level paid under the Plan is set at 95% of the Employee's normal salary. It is understood that in any week, the total amount of SEB, Employment Insurance Gross Benefits and any other earnings received by the employee will not exceed 95% of the employee's normal weekly earnings.
4. The maximum number of weeks for which the SEB is payable during an approved leave of absence is 17 weeks.
5. The duration of the Plan is from the date of approval by HRDC to date of expiry of the Agreement, or termination of approval by HRDC, whichever shall first occur.

6. Employees disentitled or disqualified from receiving EI benefits are not eligible for SEB. Employees who are otherwise qualified and are serving the EI waiting period shall be entitled to SEB.
7. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
8. The Plan is financed from the Employer's general revenues. SEB payments will be identified separately within the payroll records.
9. Employees must apply for and be advised of qualifications for receipt of EI benefits before SEB is payable.
10. The Employer will inform HRDC of any changes to the Plan within 30 days of the effective date of the Plan.
11. To qualify for SEB, an Employee must provide the Employer satisfactory proof of receipt of EI benefits. Upon receipt of the first EI payment, the Employer shall retroactively adjust for and pay the initial 2-week waiting period.
12. To qualify for SEB, an Employee must commit to an immediate return to work upon completion of pregnancy leave, for a minimum period of one (1) year. As a result, at time of application for SEB, the Employee must sign an Agreement to return to work upon completion of pregnancy leave under this Collective Agreement. Any breach of such Agreement shall require full repayment of all SEB received by the Employee.
13. Employees must have completed one (1) year regular full-time or regular part-time service with the Employer to be eligible for SEB.

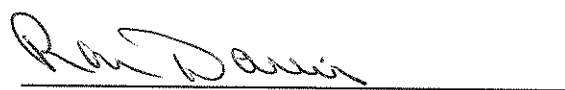
IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014


**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**



Trudy Thompson, Board Chair


Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**


Ron Davis, President


Witness


Witness

MEMORANDUM OF AGREEMENT # 2

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"


Article 23 – Summer Employment

Notwithstanding Article 23.01(a) of this Collective Agreement, employees who worked and completed Summer Employment positions during the 2009-2009 school year – such list of employees agreed to under Labour Management Committee Meeting minutes - are permitted to continue to apply to and be considered for Summer Employment opportunities as determined by the Board on a year to year basis until such year as they do not apply.

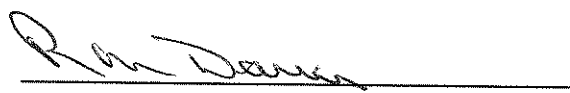
IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014.


CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD

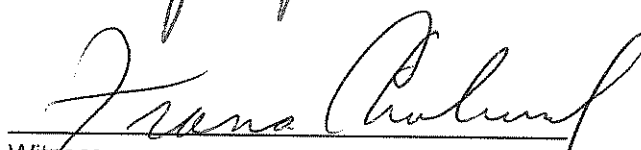

Trudy Thompson, Board Chair


Gary Clarke, Superintendent

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890


Ron Davis, President


Witness


Witness

MEMORANDUM OF AGREEMENT #3

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"

Article 1 – Definitions

Notwithstanding Article 1.09 and 12.01 (c) herein, should the Board determine it operationally necessary to create positions that fall under the 20 working hours per week threshold, representatives of the Board shall consult and seek agreement – such agreement not unreasonably withheld - with representatives of the Union with respect to the establishment and status of these positions in advance of the positions being established. Prior to the creation of the positions, the union will have an opportunity to present any alternatives it deems appropriate.

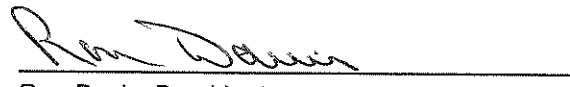
IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014.

CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD

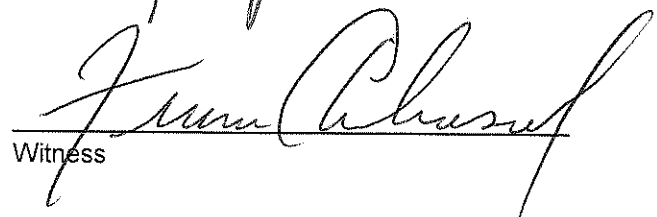

Trudy Thompson, Board Chair


Gary Clarke, Superintendent

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890


Ron Davis, President


Witness


Witness

MEMORANDUM OF AGREEMENT #4

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"

Improved Communications:

The purpose of the Letter of Understanding is to provide opportunities and improve the effectiveness of structured ongoing communications. The Parties shall:

1. Re-commit to regular and effective Labour Management Committee meetings in accordance with Article 10.
2. Agree to use the service made available by the Department of Labour and Advanced Education of sharing best practices for Labour Management relations.
3. Develop a Project Committee, in accordance with the consultation requirements of 6.01 (c):
 - a. The Project Committee is comprised of four (4) representatives of the Employer (including at least one Board Member) and four (4) representatives who are members of the Union. The Committee meets three times during each school year and such additional times as shall be mutually agreed by the parties. The Project Committee members and times will correspond with the Labour Management Committee.
 - b. The Employer will share relevant information about the scope of upcoming planned projects. Where, in the opinion of the Employer it is reasonably practical and cost effective, laid-off employees shall be offered work that they are qualified to perform within their own classification.
 - c. CUPE may provide suggestions and/or recommendations. This includes any situation where there are laid off employees available for work.
 - d. There may be circumstances (such as emergencies) where the Employer needs to utilize external services in advance of the next Project Committee meeting. In such cases, the Employer shall inform the CUPE VP in the applicable area, at a time that is operationally practical. The Employer will also provide the relevant information to the Project Committee at the next meeting.

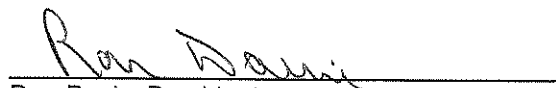
IN WITNESS WHEREOF the parties have signed this Agreement this 23^d day of April, 2014.


**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**

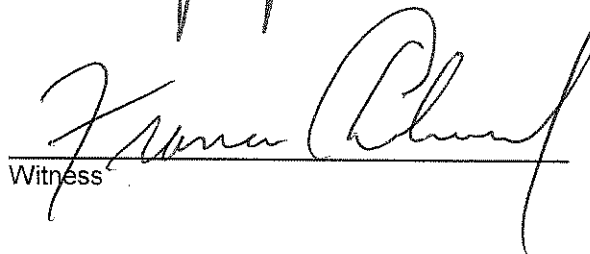

Trudy Thompson, Board Chair


Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**


Ron Davis, President


Witness


Witness

MEMORANDUM OF AGREEMENT #5

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"

New Classifications

The Employer and the CUPE Locals agree:

While recognizing the right of each individual Employer to determine and establish classification(s) within its own Board, each Employer also recognizes the value of maintaining the voluntarily developed standardized classification and wage scale.

To that End:

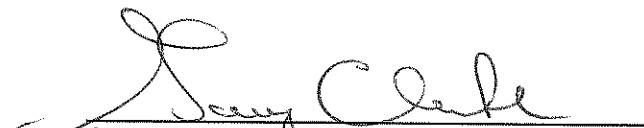
- a. There will be established a New Classification Committee consisting of a maximum of one CUPE employee and a maximum of one management employee from each Board as well as spokespersons for CUPE and the Employees.
- b. The New Classification Committee will meet annually, if required.
- c. When an Employer has developed a new classification (a classification that does not currently exist and appropriately falls within that particular board's CUPE bargaining unit), the Employer shall provide the job description and wage scale (as implemented within the Board) to the members of the New Classification Committee a minimum of fourteen (14) calendar days in advance of the annual meeting.
- d. When there is one or more new classifications to be considered, the New Classification Committee will meet at the annual meeting with the purpose of reviewing and, where possible, determining the appropriate relative wage scale for the new classification as presented.
- e. Such review and determination, where possible, is limited to considering:
 - i. Required duties;
 - ii. Standardized title; and
 - iii. The appropriate wage scale as it fits within the relativities established within the existing agreement.
- f. Nothing herein prevents the Employer from implementing a new classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.

- g. Should the New Classification Committee reach by consensus a different wage scale:
- i. If the different wage scale is more than the implemented wage scale, it shall be retroactively applied to the date of implementation of the new classification;
 - ii. If the different wage scale is less than the implemented wage scale, it shall be implemented effective the next pay period following the New Classification Committee decision.
- h. Should the New Classification Committee not reach consensus on a different wage scale, either:
- i. The Employer's implemented wage scale remains; or
 - ii. At the discretion of CUPE or an Employer, the unresolved issue of appropriate relative wage for the new classification will be settled by a mutually agreed upon arbitrator [with the jurisdiction of applying the conditions established in (e)].
 - iii. Following each annual meeting, if there is more than one referral pursuant to (b), then those matters will be referred to the same Arbitrator at the same hearing.

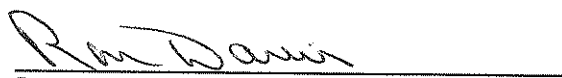
IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014.


**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**

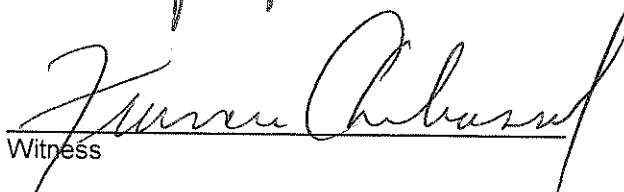

Trudy Thompson, Board Chair


Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**


Ron Davis, President


Witness


Witness

MEMORANDUM OF AGREEMENT #6

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"

Redeployment

The Employer and the CUPE Locals agree:

In the event that Shared Services initiatives result in work being transferred from one or more of the above Employers to another of the above Employers, and the transferred work falls within the bargaining unit of a CUPE Local at the receiving Employer and the receiving Employer determines that it will require an increase in the complement of employees to perform the transferred work, the Parties agree to the following:

1. The principle is permanent/regular CUPE bargaining unit Employees who have been subject to layoff and who have recall rights under their respective Collective Agreement will have the opportunity to transfer into newly created positions in the same classification, subject to qualifications as determined by the receiving School Board, provided that classification is currently a CUPE classification in the receiving Board. Notwithstanding, existing employees of the receiving School Board shall maintain the right to internal transfer within their classification in accordance with the provisions of the local Collective Agreement considered for available employment opportunities in CUPE bargaining units in the same classification with the other participating School Boards in priority to the hiring of new employees. Employees who transfer shall maintain their current seniority as per the seniority list, service, accumulated sick leave and accumulated vacation from the originating Board's Collective Agreement. From the date of hire with the receiving School Board, the employee is subject to the provisions of the local Collective Agreement
2. For the purposes of this agreement the lay-offs discussed are limited to permanent lay-offs provincially mandated by the shared-service review.
3. The Employers and the Union will form a Joint Provincial Redeployment Committee. The purpose of which will be to create a process, administered by the Employers, which will allow displaced redundant permanent/regular employees, to be made aware of other potential re-employment opportunities in CUPE bargaining units as per the Locals listed above.
4. The committee will address any issues around implementation and interpretation including the awarding of funded severance, if any.
5. In the event that work is transferred from one Employer to an Employer not bound by the Memorandum of Agreement, any Employer shall advocate with the receiving Employer to accept any affected Employees as fairly and equitably as possible.
6. The ability to speak and write fluently in French is a requirement for employment with the CSAP.

IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014.

**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**

Trudy Thompson
Trudy Thompson, Board Chair

Gary Clarke
Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**

Ron Davis
Ron Davis, President

Way Bythum
Witness

Francis Robson
Witness

MEMORANDUM OF AGREEMENT #7

Between the

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3890

hereinafter referred to as the "Union"

Water Testing


The Employer and the CUPE Locals agree:

- a. To establish a sub-committee composed of four Board representatives (Human Resources and Operations) and four representatives appointed by CUPE regarding the following:
 - i. A review of water testing practices within each Board with an aim to clarify roles and responsibilities with the effective communication of same.
 - ii. To identify and address safety concerns, if any.
 - iii. Where water testing certification/recertification is required of a CUPE employee, then the Board will be responsible for training costs.
 - iv. To consider adjustments to the current compensation structure specific to water testing and make a recommendation, if applicable.
- b. The subcommittee will commence no later than 90 days from the signing of the agreement or at a mutually agreed upon time.
- c. The committee will compile recommendations to be presented to the Directors of Human Resources and Operations and the respective locals no later than one year from their first meeting unless the committee mutually agrees to an extension.
- d. The applicable Employer and CUPE employee representatives will meet and discuss the recommendations, and where mutually agreed, implement any changes.
- e. In the event the parties are unable to agree, either party may refer the matter for review to the New Classification Committee as an exception.

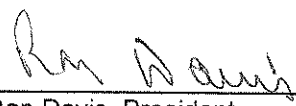
IN WITNESS WHEREOF the parties have signed this Agreement this 23rd day of April, 2014.

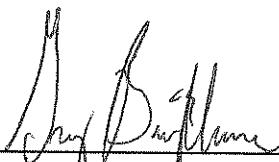
**CHIGNECTO-CENTRAL REGIONAL SCHOOL
BOARD**

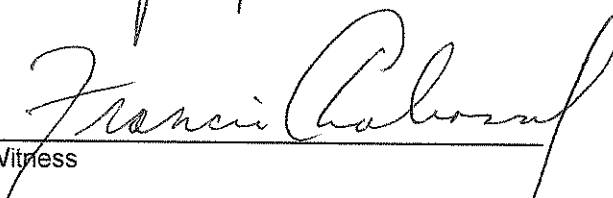

Trudy Thompson, Board Chair


Gary Clarke, Superintendent

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO.3890**


Ron Davis, President


Witness


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