

COLLECTIVE BARGAINING BETWEEN:

The Chignecto-Central Regional School Board

-and-

The Canadian Union of Public Employees, Local 3890

EMPLOYER PROPOSALS

EXCHANGE: February 12, 2018

The Board reserves the right to amend, alter, add to and/or delete from these proposals as circumstances warrant.

Key:

~~Strikethrough~~ Deletion

Bold Addition

Italics Comments

ARTICLE 5 – GENERAL

5.01 REVISE

Pursuant to the Human Rights Act, the Employer and the Union agree that there shall be no discrimination with respect to Employees covered but this Collective Agreement by reason of age, race, religion, creed, colour, ethnic or national origin, sex, sexual orientation, **gender identity, gender expression**, 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.

ARTICLE 12 – HOURS OF WORK

12.01 REVISE

- 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 7:00 am, unless where the Board otherwise determines or in situations approved in advance by the Employee's immediate supervisor.~~
(moved to storm day language with new additions)
- ~~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.~~~~

The Board reserves the right to amend, alter, add to and/or delete from these proposals as circumstances warrant

- 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.

NEW

For the purposes of pay calculation, pick-up shift shall be deemed to commence 15 minutes prior to the first student pick-up, to allow for pre-trip inspection. 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 following the last student drop-off.

NEW

A Bus Driver required to return to a school between bus runs due to early dismissal of students will be paid at their regular hourly rate (not overtime) for any additional hours worked.

ARTICLE 15 – EXTRA-CURRICULAR BUS TRIPS

15.02 REVISE

- a. Subject to the scheduling of Bus Drivers pursuant to Article 17.05b, and so long as the Director of Operational Services, **or designate**, 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 the scheduling of Bus Drivers pursuant to Article 17.05b, and so long as the Director of Operational Services, **or designate**, 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.

15.04 REVISE

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. **The start time for an extra-curricular bus trip shall commence on first student pick up or the start time designated on the trip permit, whichever comes first and shall end following the last student drop-off.** In addition, thereto, the bus driver ~~shall~~ may be paid an additional 1/2 hour's time subsequent to last drop-off, for cleaning, gassing and returning bus to base, ~~where required and approved in advance by the immediate supervisor.~~

The Board reserves the right to amend, alter, add to and/or delete from these proposals as circumstances warrant

ARTICLE 17 – STORM CANCELLATIONS DAYS

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.

- a. (NEW) On a day when sites and offices have a delayed opening, Employees who normally work the day shift will report to work at the stated delayed start time and work the remainder of their shift.
- b. (NEW) On a day when sites and offices have a delayed opening, Employees who normally work the night shift will report to work at the stated delayed start time and work their regular hours.
- c. (NEW) On a day when there is a closure of worksites after the Employee's workday has begun, the Employee will end their workday at the stated time of closure.

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.~~

The Board reserves the right to amend, alter, add to and/or delete from these proposals as circumstances warrant

ARTICLE 23 – STAFFING

DISCUSS GENERAL PRACTICES AND PROCEDURES FOR STAFFING INCLUDING:

- *Movement between classifications*
- *Summer work*
- *Special Needs bus runs*
- *Apprenticeships*

ARTICLE 34 – BENEFIT PLANS

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.~~

ARTICLE 35 – PENSION PLANS

35.04 REVISE (due to service award freeze)

- a. Employees who are employed as a Regular Employee with CCRSB on or before April 1, 2015 who are eligible to retire under the NSSBA Pension Plan and who have 90% or greater of their maximum accumulation set out in Article 27.02 of the Collective Agreement shall be entitled to two (2) weeks' pay at the time of retirement. Such payment shall be paid at the Employee's salary of April 1, 2015 and may 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 employed as a Regular Employee with CCRSB on or before April 1, 2015 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 of the Collective Agreement shall be entitled to one (1) week's pay at the time of retirement. Such payment shall be paid at the Employee's salary of April 1, 2015 and may 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.

The Board reserves the right to amend, alter, add to and/or delete from these proposals as circumstances warrant