

Local 3890 Ratification Document

ARTICLE 5 – GENERAL

5.01 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 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
- **Apprentice**

12.06(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.~~ **the Employer will endeavor to replace the regular shift of the custodian on the first day of absence in a single custodial staffed school and on the third consecutive day of absence in a multi custodial staffed school. When the regular shift is not replaced, remaining**

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custodial staff at the site shall work a modified work plan, provided by the Supervisor, to ensure essential cleaning services are provided.

- 15.02 a.** Subject to the scheduling of Bus Drivers pursuant to Article 17.05b, 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 the scheduling of Bus Drivers pursuant to Article 17.05b, 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.

Effective January 1, 2019, notwithstanding (a) above, all weekday extra-curricular bus trips known in advance that represent an increase in hours from the bus driver's regular bus run will be offered equitably amongst all regular part-time Bus Drivers in the area to which they are normally attached. An employee scheduled for a weekday extra-curricular bus trip that falls within their normal runtimes shall not be permitted to drive their regular bus run and shall be compensated in accordance with article 15.03 for the hours driven in excess of their regular bus run. The temporary employee replacing a regular employee in accordance with this article will be compensated as if those hours were for an extra-curricular bus trip (15.03).

- 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. **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 be paid an additional 1/2 hour's time subsequent to last drop-off, for cleaning, gassing and returning bus to base.

ARTICLE 25 – VACATIONS

- 25.01c** 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

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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.(Replaced by NEW WCB Article)

AMEND current Article by adding 3rd Monday in February:

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 | 7. First Monday in August |
| 2. 3rd Monday in February | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

ARTICLE 27 – SICK LEAVE

27.01a. 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; (Replaced by NEW WCB Article)~~

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NEW 27.12

An Employee shall not be required to provide his/her supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Employee Health Manager, if required by the Employer. The Employee Health Manager shall only release such necessary information to the Employee's immediate supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide. The return to work and duty to accommodate processes are collaborative processes between the Employee, Employer, and the Union where required.

The Employer shall store Employee health information in a secure medical file separate from the Employee's personnel file. The Employer shall only provide Employee health information as required by the Collective Agreement or as authorized by law. All parties agree that Employee health information is confidential.

The Employer shall provide access to health information held in its Employee health files relating to an Employee in accordance with Article 8.01.

New Article - Worker's Compensation

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 to an Employee who is being compensated under the Workers' Compensation Act. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits.

- I. A supplement of pay equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings for the first 2 days of an injury or accident for which the employee receives Workers' Compensation benefits.**
- II. The supplementing of pay up to a maximum of 85% of the net pay of the Employee as calculated in accordance with the Workers' Compensation Act.**
- III. When the supplement in (i) and (ii) is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an**

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equivalent number of sick leave hours as were paid in the supplement until the employee's sick leave credits are exhausted. After which, the employee shall be paid only the Workers' Compensation benefits.

- IV. The Employer and the Employee shall continue to cost share the premiums of the group health plan and group life insurance plan while an employee is in receipt of supplemental benefits from the Employer. The Employer shall continue to cost share the premiums after the supplemental benefits have ceased for a maximum of 180 days, provided the Employee provides payment to the Employer for their share of the benefits plan.
- V. An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits
- VI. An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits. The Employee's vacation bank (including any vacation credits existing at the time of injury or illness) shall not exceed one year of annual vacation entitlement. Provided however that such entitlement to vacation pay shall only be awarded after such Employee has returned to regular employment.
- VII. An employee who participates in an ease back or return to work program following a period of Workers' Compensation shall be paid at the hourly rate of pay for the classification, unless the employee continues to receive full WCB benefits for the time worked.

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.

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(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.~~

While an Employee is on maternity or parental leave, the Employer shall maintain coverage for medical, dental and group life insurance provided the Employee continues to pay his/her share of premium costs for maintaining such coverage during the period of leave.

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 34 – BENEFIT PLANS

34.06 a. The Board agrees to provide a Professional Development Fund to a total of \$5000.00 for individual employees to participate in job-related training and development. ~~administered by the existing Professional Development Fund Committee.~~

b. The Professional Development Fund will be administered by the Director of Human Resources or designate. The administration of the fund will fall within the mandate of the Management and Labour Relations Committee.

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- c. Applications for approval shall be submitted to the immediate supervisor, then forwarded to the Management and Labour Relations Committee, at least thirty (30) days in advance of the professional development activity with a response provided no later than fourteen (14) days prior to the activity.
- d. Applications will be pro-rated on a yearly bases (by March 31st of each year). At the end of the year, all applications will be reviewed for reimbursement and will be issued based on the number of applications received. The maximum allowable amount per fiscal year is \$500 which includes all expenses.

~~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.~~

35.04

- a. **Employees who are employed as a Regular Employee with CCRCE 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
- 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.
- a. **Employees who are employed as a Regular Employee with CCRCE 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 (b) of the Collective Agreement shall be entitled to one (1) week's 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.

The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the *Public Services Sustainability (2015) Act*, and that this shall in no way be construed as the Union accepting or in any way admitting to the constitutionality of Bill 148 in whole or in part.

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Note: *The following is not intended to form part of the collective agreement. It is being provided for information purposes in relation to an employees' eligibility and parameters for a one-time early payout option.*

Early Service Payout

To be eligible to receive the early service payout option, an employee must meet the following criteria:

- *Current CCRCE employee and CUPE Local 3890 member, and;*
- *Hired into a regular-status position prior to April 1, 2015, and;*
- *Had a minimum of 75% of the maximum accumulation allowed in their sick leave bank as of April 1, 2015.*

Employees who are eligible for the early service payout will receive payment based on the following calculation:

1. *One (1) week pay if they had 75% of greater but less than 90% of the maximum accumulation set out in Article 17.02 in their sick leave bank as of April 1, 2015.*
 - *In practical terms, in order to have accumulated 75% of the maximum accumulation (146.25 days), as of April 1, 2015, an employee likely would have to have been working and accumulating sick leave with CCRCE since approximately 2007 to be potentially eligible.*
2. *two (2) weeks pay if they had 90% or greater of their maximum accumulation set out in Article 17.02 in their sick leave bank as of April 1, 2015.*
 - *In practical terms, in order to have accumulated 90% of the maximum accumulation (175.5 days), as of April 1, 2015, an employee likely would have to have been working and accumulating sick leave with CCRCE since approximately 2005 to be potentially eligible.*

The salary used to calculate the payout amount will be the salary as of March 31, 2018
An employee who elects the one time early payout option described above waives their eligibility under 35.04 and needs to elect within the timeline determined by the employer.

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~~, **\$35,000 before HST** 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.

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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

37.02 Economic Increases –

April 1, 2015 - 0%
April 1, 2016 - 0%
April 1, 2017 - 1%
April 1, 2018 - 1.5%
March 31, 2019 - 0.5%
April 1, 2019 - 1.5%
March 31, 2020 - 0.5%
April 1, 2020 - 1.5%
March 31, 2021 - 0.5%

In the event that the Nova Scotia Highway Workers Local #1867, a Nova Scotia Health Authority bargaining unit, a Nova Scotia Long Term Care bargaining unit or a Nova Scotia School Board bargaining unit receive a greater general wage increase within the six-year term than listed above, CUPE Local 3890 will have the option of accepting that greater benefit.

40.01 Except where a specific provision otherwise provides for a different commencement date, this Agreement shall be binding and remain in effect from date of signing to the ____ day of ____ or until a new Collective Agreement is signed between the parties. For greater clarity, all current bargaining unit employees shall be entitled to full retroactivity of any applicable wage increase. Employees who have left their employment with the Chignecto-Central Regional Centre for Education between April 1, 2015 and the signing date shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by the Employer to the employee's last known address provided to the Employer that she/he has sixty (60) calendar days in which to claim any retroactive payment.

Article 41 Occupational Health and Safety

- a) 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.

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- 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. (*moved from Article 11*)**
- c) The Regional Occupational Health and Safety Committee (ROHSC), as established by the Employer will continue. The purpose of the committee is to share and discuss regional health and safety initiatives. Minutes will be distributed to all schools and sites for posting**

All Union groups are requested to participate on the ROHSC by means of one member and one designate. The committee shall be co-chaired by an Employer and Employee representative.

The ROHSC shall maintain the terms of reference that will be approved by the Committee. The Employer may terminate the committee at their discretion.

- d) 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 \$175 per calendar year. Rainwear, where required by the employer, will be supplied at no cost to the Employee.**
- e) 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 41 (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~~ \$200 per calendar year. Rainwear, where required by the employer, will be supplied at no cost to the Employee.

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Letter of Understanding

Between the

The Chignecto-Central Regional Centre for Education
("The Employer")

And the

Canadian Union of Public Employees, Local 3890
("The Union")

The Employer and Union agree to meet with a representative from Conciliation and Mediation Services (CMS) to discuss effective Labour-Management meetings. The meeting will occur prior to the end of August 2018.

The parties commit to have further discussions on school storm cancellation days. Such discussions will be facilitated by CMS through Labour-Management meetings in September, October and November 2018. The objective of the meetings will be to reach a common understanding of Article 17 before the storm season.

For the Employer:

For the Union:

Date and Time: _____

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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~~ **Where the Employee is subject to a waiting period the Employee's contribution shall be the same as the rest of the leave 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.

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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.

For the Employer:

For the Union:

Date and Time: _____

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Memorandum of Agreement # 9

Between the

**Chignecto-Central Regional Centre for Education
Hereinafter referred to as the "Employer"**

And the

**Canadian Union of Public Employees, Local 3890
Hereinafter referred to as the "Union"**

The following process is meant to outline the staffing procedures and replaces the procedures outlined in Article 23.01 unless specifically referenced herein. For the duration of the current Collective Agreement, the parties agree to the following process:

Vacant Custodial and Bus Driving Positions

- 1. When the Employer decides that a vacancy or new position within the bargaining unit is to be filled, the Employer shall post notice of vacant positions on the Employer's website on consistent posting days. The Employer shall post the vacancy for at least five (5) working days.**
- 2. 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 communities serviced). All prerequisites established for a position by the Employer shall bear a reasonable relationship to the requirements of the job.**
- 3. An applicant from within the bargaining unit shall make online application within five (5) working days of initial day of posting.**
- 4. 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 will be considered for any vacancy which may occur as a direct result of the awarding of the primary position ("subsequent position").**
- 5. When the primary position closes, the Employer will post the possible subsequent vacancies, viewable only to the applicants who have applied for the primary position for a period of five (5) working days. Applicants will be required to indicate on the electronic form if they wish to be considered for each possible subsequent vacancy and rank the**

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- vacancies in order of preference. Applicants will be required to indicate on the electronic form if they are willing to accept the primary position.
6. The primary position will be awarded in accordance with qualifications and seniority. Thereafter, subsequent vacancies will be awarded in accordance with qualifications and seniority.
 7. When the Employer posts a Special Needs Bus Run, the Employer will discuss the requirements of the position with the potential successful applicant prior to awarding the position on the basis of seniority.
 8. Successful applicants will be notified by direct communication by the Employer. The names of the successful applicants will be posted to the website within five (5) working days.
 9. An appointment shall take effect within two (2) weeks of the appointments to the primary and subsequent positions or the posted start date. If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and the Union.
 10. 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 the above-noted 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. 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 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.

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Staffing Process for General Maintenance, Trades and Additional Duties

- 23.02 a. When the Employer decides that a vacancy or new position within the bargaining unit is to be filled, the Employer shall post notice of vacant positions on the Employer's website on consistent posting days. The Employer shall post the vacancy for at least five (5) working days.**
- b. 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 communities serviced). 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 principle residence to be within radius of fifty (50) kilometers from place of work.**
- c. An applicant from within the bargaining unit shall make online application within five (5) working days of initial day of posting.**
- d. The position will be awarded in accordance with qualifications and seniority to applicants within the same classification.**
- e. If there are no applicants within the same classification, regular full time and regular part time Employers 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.**
- f. 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 the above-noted 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. 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 in accordance with**

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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.

Term Positions

- a. 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 on the Employer's website on consistent posting days. The Employer shall post the vacancy for at least five (5) working days.
- b. An applicant from within the bargaining unit shall make online application within five (5) working days of initial day of posting.
- c. 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. 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 the above-noted 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. 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 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.

The Employer agrees to provide training to employees on the electronic posting process. The Employer will support employees in using the electronic system where an employee requests such support.

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The Employer and Union agree to meet to discuss the above process and amend or alter the process as required. Either party can request the process returns to the language described in article 23.01 with sixty (60) days' notice. Such request shall not be made until the process had been in trial for at least twelve (12) months unless the parties mutually agree.

For the Board:

For the Union:

Date and Time: _____

Renew All Other Letters and Agreements Attached to The Current Collective Agreement

Change Dates and Renumber Articles as required.



The following letter will be dated, signed and provided to Principals upon the signing of the Collective Agreement between CCRCE and CUPE. The content of the letter, specifically the 3rd paragraph is subject to the agreement of the Employer's offer of September 21, 7 PM.

Ron Davis
President, CUPE Local 3890

Re: Group Grievance #05-12-18-N

Dear Ron,

I am writing in response to the above noted grievance that was submitted at Step 3 and received in our office on September 13, 2018.

A review of the grievance indicates the Union believes *"the employer has violated article 7 of the collective agreement by posting summer positions for lawn moving at a Labourer's rate of pay. The employer has also violated a past practice by paying the Labourer's rate when they always paid the custodian rate of pay."* The Union is requesting *"the employer change the rate of pay for everyone mowing grass back to the Custodial rate and reimburse all members for any loss wages, rights and benefits of the collective agreement."*

I have reviewed the CCRSB/CUPE Local 3890 collective agreement and have determined a violation of the collective agreement has not occurred. The reasons were previously provided in the Step 2 response provided on July 3, 2018.

However, in the interest of resolving the grievance the Employer will agree, without prejudice and without precedent to the following settlement. The parties will submit the position to the Classification Review Committee. The Employer will implement the rate for the position that is determined by the Committee. I trust this satisfactorily resolves the grievance. If you have any questions, please contact me at your convenience.

Sincerely,

Jessi Taggart
Coordinator of Human Resources

Copy: Grant Dart, CUPE National Representative
Chris Zwicker, Coordinator of Property Services

The following letter will be dated, signed and provided to Principals upon the signing of the Collective Agreement between CCRCE and CUPE. The content of the letter, specifically the 3rd paragraph is subject to the agreement of the Employer's offer of September 21, 7 PM.

Dear Principals:

Changes to Extra-Curricular Bus Trips

When you are considering upcoming extra-curricular bussing activities for your school, please be mindful of the actual start and end times needed for the trip. Where possible, we would ask you have the trip start after your busses have dropped off your students in the morning and return to the school prior to student dismissal.

We note there are times that a school may have booked a start time extra early "just in case" to ensure the bus is there on time. Because of this, some of our regular bus drivers (who otherwise would have been eligible) have been missing out on the extra work from an extra- curricular bus trip.

A change in the recently negotiated contract with CCRCE and CUPE ensures Bus Drivers are paid for an extra-curricular trip from the start time indicated on the permit or when the first student enters the bus, whichever comes first. As such, schools will be charged in accordance with these start times.

Thanks for your consideration. We are hopeful that this change and this letter will assist in supporting a practice that makes work available to our regular drivers where possible.

Sincerely,

Sandy Lynds
Coordinator of Pupil Transportation

Article 1 Definitions

1.02 "Board" means the Chignecto-Central Regional School Board, but upon signing of this agreement shall mean the Chignecto-Central Regional Centre for Education.

1.05 "Employer" means the Chignecto-Central Regional School Board, but upon signing of this agreement shall mean the Chignecto-Central Regional Centre for Education.

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 in accordance with the provisions of Article 22 Layoff and Recall. 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.