

# **COLLECTIVE AGREEMENT**

*Between the*

**CHIGNECTO-CENTRAL REGIONAL  
CENTRE FOR EDUCATION**

**And the**

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

**April 1, 2021 – March 31, 2024**

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## 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 Centre for Education are provided the highest possible standard of educational services.

## ARTICLE 1 – DEFINITIONS

- 1.01 “Agreement” means this Agreement between the Chignecto-Central Regional Centre for Education and CUPE, Local 3890.
- 1.02 “Centre” means the Chignecto-Central Regional Centre for Education.
- 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 Centre for Education.
- 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 31<sup>st</sup>.
- 1.14 a. The parties acknowledge that the positions of **Supervisors**, 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 **Supervisors** and those equivalent to the rank of **Supervisors** 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 **supervisors**.

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 Centre called meetings without loss of pay, benefits or seniority. The Union recognizes that each representative is employed by the Centre and that they will not leave work during working hours without prior approval of their immediate supervisor. The Employer shall grant this time off with pay without undue delay taking into account work requirements and the minimizing of disruption of service to the Centre.

#### 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.
- a. **The Union may appoint a Collective Bargaining Committee which shall consist of not more than seven (7) members. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regular pay or other benefits for the time spent in meetings with the Employer on negotiations for a new Collective Agreement. No compensation shall be paid for any time outside regular working hours. The bargaining Committee will be represented by the CUPE National Representative.**
  - b. **On a date upon which collective bargaining takes place, an Employee who is a member of the Bargaining Committee of the Union will not normally be required to work on that date, even when collective bargaining does not take place during the Employee's regular working hours.**

#### 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 them 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**. **The Employer recognizes the value of and shall apply a progressive discipline approach.**
- b. Where an Employee is required to attend a scheduled disciplinary meeting with the Employer, the Employer shall advise the Employee that **they have** 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.
- c. **The Employer and the Union mutually agree that misuse and/or misrepresentation of Employer time shall be grounds for serious disciplinary action, up to and including dismissal.**

4.02 An Employee shall be notified in writing of any disciplinary action. **A disciplinary letter will be provided to the Employee and Union within fifteen (15) working days if the fact-finding meeting. Where there is a delay in providing the letter to the Employee, the Employer will advise the Union of the delay.**

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 **their** 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, 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.
- 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 **Employer** 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).
  - 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.

## **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

- 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.
- d. **Where water testing certification/recertification is required of a CUPE employee, The Employer will be responsible for training costs.**

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.

#### **Classification and Reclassification**

- 7.06 **Where the Employer establishes a new classification, the Union will be provided with a copy of the job description and the proposed rate of pay. If the Union does not agree with the proposed rate of pay it shall be referred to the Classification Review Committee.**

**Classifications shall not be eliminated without the union receiving at least ninety (90) days' notice.**

**When the duties in any classification are significantly changed such that either party believes the position has become incorrectly classified, the rate of pay shall be subject to negotiations between the Employer and the Union. Such process shall be commenced by way of a written letter of dispute submitted to the Director of Human Resources or Local Union President outlining the significant change to the duties. The Employer and Union agree that any disputes concerning standardized provincial classifications shall be referred to the Classification Review Committee.**

#### **Classification Review Committee**

- 7.07 **While recognizing the right of each individual Employer to determine and establish classification(s) within its own Region/ CSAP, the Employer also recognizes the value of maintaining the standardized provincial classifications and wage rates.**
- a. **The Classification Review Committee will consist of a maximum of one CUPE employee and a maximum of one management employee from each Region/CSAP as well as a spokesperson for CUPE and an Education and Early Childhood Development spokesperson for the Employers.**
  - b. **When a classification is referred to the committee the Employer shall provide the job description and wage rate (as implemented within the Region/CSAP to the members of the Classification Committee a minimum of fourteen (14) calendar days in advance of the meeting.**
  - c. **When there are one or more classifications to be considered, the Classification Review Committee will meet with the purpose of reviewing and, where possible, determining the appropriate wage rate for the-classification(s) as presented.**

- d. Such review and determination, where possible, is limited to considering:
- a. Required duties
  - b. Standardized title; and
  - c. The appropriate wage rate
- e. nothing herein prevents the Employer from implementing a new or significantly changed classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.
- f. Should the-Classification Review Committee reach consensus on a different wage rate
- For existing classifications, if the wage rate is more than the implemented wage rate-it shall be retroactively applied to the date of the written letter of dispute submitted to the Director of Human Resources or the Local Union President;
  - for a new classification, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of implementation of the new classification.
  - for both existing and new classifications, if the wage rate is less than the implemented wage rate it shall be implemented effective the first day of the next pay period following the-Classification Review Committee decision or the decision of the Arbitrator.
- g. Should Classification Review Committee not reach consensus on a wage rate it may be referred to arbitration for final determination by a mutually agreed upon arbitrator.

Prior to any arbitration the parties may participate in mediation through the Department of Labour, Skills and Immigration

Following each meeting, if there is more than one referral pursuant to (g), then those matters may be referred to the same Mediator/ Arbitrator at the same hearing.

The arbitration costs will be shared equally between the parties.

#### **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 Centre 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 **their** 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 **their** 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 **them**, 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 **their** 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 **their** 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.
- 10.06 **Where there is a significant project planned by the Employer, the Employer will meet with the Union and provide them with the description and location of the work to be performed and any anticipated disruptions.**

#### **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 their 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 they cease to be an Employee or until their 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 they believe 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 **their** work to assist in matters relating to grievance proceedings, without first obtaining the permission of **their** 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 **their** work shall report to **their** 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.

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

The Employee may discuss the matter of the complaint with the Employee's Immediate Supervisor within five (5) working days of the event giving rise to the proposed grievance. **The Employee may request a Shop Steward be present during the discussion with their supervisor. If a Shop Steward is not available, the Employee may request an available Union Representative from within the Family of Schools. No request shall be reasonably denied.** Such immediate supervisor shall answer the informal complaint within five (5) working days of receiving the complaint.

11.06 Step Two

If the reply of the immediate supervisor is not acceptable to the Employee, then the matter shall be forwarded to the Coordinator of Human Resources, or **their** 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 **their** 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 **their** 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 **they** deem 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 provision, 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, **wherever operationally practical**, 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), **effective September 1, 2023** regularly scheduled shifts for bus drivers shall be deemed not to exceed 8 hours per day, nor to be less than 5 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. **In order to achieve a five (5) hour minimum hours of work for bus drivers, the Employer will operationalize the scheduling of bus drivers in accordance with LOU#4**
- 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 **their** 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.
- k. **If a bus is required to remain at a garage between bus runs, the driver will be provided a spare bus for transportation. If a driver is required by the employer to remain at the garage while their bus is being serviced, they will be paid for this time at the normal hourly rate for their classification and may be assigned duties within their classification.**
- 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. 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  $\frac{1}{2}$  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 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 custodial staff at the site shall work a modified work plan, provided by the Supervisor, to ensure essential cleaning services are provided.

- 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.
- f. **Notwithstanding 12.06(a), the Employer may require a daytime custodian to commence their shift early where snow shoveling is required. The employee will move their entire shift to the earlier start time. Where there is no daytime custodian, the Employer may require an afternoon custodian to commence their shift early. An afternoon custodian who accepts this work will have the option of moving their entire shift to the earlier start time or working a split shift. Where there is no daytime custodian, and prior to the winter season, the Employer will seek volunteer(s) for daytime snow shoveling. Where there are multiple volunteers in one school, the most senior employee will be given the opportunity to adjust their shift. Where there are no volunteers, the most junior employee will be required to adjust their shift. The employee shall exercise independent judgment on whether to adjust their shift because snow shoveling is required. The Employer will provide employees with guidelines on the parameters for adjusting their shift. An employee who adjusts their shift within the Employer's parameters will not be disciplined.**

#### 12.07

- a. **Any kilometrage claimed by an Employee must be approved in advance by the Employer. The Employee shall not be paid kilometrage to and from the Employee's place of residence. Where transportation is not provided and where an employee is temporarily assigned by the Employer to an alternate location, the Employee shall be paid kilometrage for all kilometers travelled in excess of the round-trip distance between the employee's residence and the site where the employee normally works.**
- b. **At the commencement of each school year, Bus Drivers will be paid for the standard time calculated by the Employer. A bus driver can request a time study of the assigned bus run. If an increase in standard time is determined, such change in pay will be processed within two (2) pay periods**
- c. **An employee required by the employer to pre-trip the employer's vehicle will be provided time within their schedule to conduct the pre-trip inspection, to a maximum of 15 minutes per shift.**

### 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 by the Employer. 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 **their** scheduled work week, shall, for the purpose of computing entitlement to overtime, be considered as if **they** 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 **their** 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.  
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).

15.03 All such extra-curricular school bus activities shall entitle Bus Drivers to be paid **at the bus driver rate of pay**, 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, 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 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 by the Employer;



- b. Where out-of-county trip occurs over lunch hour - lunch allowance approved for by the Employer;
- c. Where out-of-county trip extends beyond 6:00 p.m. - dinner allowance approved for by the Employer;
- 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 **their** 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. **Where an employee is required to work more than eight (8) hours in one shift, they will be compensated at 1 ½ for all time worked beyond eight (8) hours.** 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 CCRCE 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 **they** shall be entitled to telephone **their** immediate supervisor to inquire as to cancellation.
  - d. If, after normal business hours, a **Supervisor** 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 **Supervisor** 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 **their** 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 **Centre** 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 their 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 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 Centre 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.

**Closure Due to Order of Official Body****17.11**

- a. Employees shall not suffer a loss of salary and benefits if their workplace is temporarily closed to their classifications because of an order by an Official Body for reasons of health, security and/or safety.
- b. In such circumstances, the Employer may:
  - i. assign an employee to work within their classification at an alternate work location having regard to the proximity of the employee's original work location,
  - ii. assign an employee to work within their classification from home, or assign other duties within the employee's skillset and qualifications which may include training and professional development.

Provided such assignment is operationally practical, reasonable and other wise safe.

- c. For the purpose of this article, employees include permanent, probationary or term employees.

**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. **A probationary employee shall have the right to apply for bargaining unit positions. If successful, the employee cannot move into the new position until completion of their probationary period, unless at the discretion of the Employer and with consultation of the Union provided the position results in a tangible monetary gain to the successful employee.**
- 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 their probationary period. Upon the successful completion of the probationary period, an Employee's seniority will revert back to their 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 Centre for Education
- 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 **their** 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 **they** deem 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 **their** 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 **they** deem 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 **their** 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 **four (4) times per year no later than January 20<sup>th</sup> (up to the last pay period in December), April 20<sup>th</sup> (up to the last pay period in March), July 20<sup>th</sup> (up to the last pay in June), October 20<sup>th</sup> (up to the last pay period in September).**

- 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 **their** 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 **3 business days of the Central Office**;
  - 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 **their** 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 **their** absence as a result of an illness, long-term disability or injury on duty, **they** will return to work or shall lose **their** 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 **they** post 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 Centre 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   |
| Bereavement 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 "B" 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 Assignments**

- a. **Custodians are assigned to a building. Custodians will be assigned within that building at the supervisor’s discretion and may request a change of assignment within the building outside the posting process.**
- b. **Bus Drivers are assigned to a zone. Bus drivers will be assigned a bus run within the zone at the supervisor’s discretion and may request a change of their bus run within the zone outside the posting process.**
- c. **An employee can only be reassigned within a building or zone where there is no increase in hours or change of shift.**

### **23.02 Job Postings**

- a. When the Employer decides that a vacancy or new position within the bargaining unit is to be filled, **including term positions as defined by article 1.16**, the Employer shall post notice of the 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 **posting** 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. **To be considered for a call-out, in accordance with Article 14, the employer may require a reasonable response time by the employee.**
- c. An applicant from within the bargaining unit shall make online application within five (5) working days of the initial day of posting.
- 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 in accordance with article 20.02d. 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 possesses the required qualifications and sufficient ability to perform the position.

- e. An employee in one classification will be eligible to apply for a position in another classification only after accumulation of one (1) year **service as a Regular employee.**
- f. Representatives of the Union and the **Centre** will work to develop a process, where possible, for on-line application with respect to positions covered within this Collective Agreement. 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 request such support.

The Employer and Union agree to meet through the **Labour Management Committee** and **may agree to amend or alter the staffing process** as required.

#### Custodial and Bus Driving Positions

##### **23.03**

- a. 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.
- b. **Application by a bargaining unit member is deemed acceptance of the position should they be the successful applicant.** 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. **The Union will be copied on the Employee's appointment letter.**
- c. An **internal** appointment shall take effect within two (2) weeks of the closing of the posting or the posted start date. **An external appointment shall take effect as soon as reasonably possible.** If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and the Union.
- d. **Term positions will be filled in accordance with (a), (b) and (c) above and will be limited to the filling of the term position.**
- e. 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
- f. **Parking locations for Employer-owned vehicles will be determined by the Employer and communicated to the Union.**

### All Other Positions

#### 23.04

- a. Positions will be awarded in accordance with qualifications and seniority to applicants within the same classification.
- b. If there are no applicants within the same classification, 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.
- c. 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. **The Union will be copied on the appointment letter.**
- d. An **internal** appointment shall take effect within two (2) weeks of the closing of the posting or the posted start date. **An external appointment shall take effect as soon as reasonably possible.** If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and the Union.
- e. **Term positions will be filled in accordance with (a), (b) and (c) above and will be limited to the filling of the term position.**
- f. **Parking locations for Employer-owned vehicles will be determined by the Employer and communicated to the Union**

- 23.05** The Employer agrees to post, within Regions, Summer Positions of **during the summer shut down periods.** Such positions will have flexible schedules to a minimum of 80 hours bi-weekly. This is intended to be an opportunity of supplemental **temporary** 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 # 1 herein.

**Employees wishing to be considered for summer positions must submit the "Casual Summer Employment Opportunities" form to the Employer prior to the close date noted on the memo. Eligible employees will 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.**

- 23.06** 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.

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

- 23.07** 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.

- 23.08** 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 **Employer**. When filling Lead Hand positions, the **Employer** 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 **Employer**, 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.
- 23.09** 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
- 23.10** 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 **their** 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.
- 23.11** 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
- 23.12** 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.

#### **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 **their** 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.
- 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 24<sup>th</sup>. 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 **their** 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 **their** 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                     | 8. Labour Day                          |
| 2. 3 <sup>rd</sup> Monday in February | <b>9. Truth and Reconciliation Day</b> |
| 3. Good Friday                        | 10. Thanksgiving Day                   |
| 4. Easter Monday                      | 11. Remembrance Day                    |
| 5. Victoria Day                       | 12. Christmas Day                      |
| 6. Canada Day                         | 13. Boxing Day                         |
| 7. First Monday in August             |  |
- 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 **Early Childhood Development**.
- 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 **they have** 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 **they** shall be paid at overtime rate for the hours worked on a paid holiday, and **they** 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.

## 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 43, use of sick leave credits shall be reduced in increments of not less than one **hour**.

## 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 their 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 their 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 they were 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 **five (5)** 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.
- 27.12 An Employee shall not be required to provide **their** 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.

#### **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 **they** 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, **they** 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. **Where a death in an employee's family in a. or b. above requires the employee to travel outside the Maritime provinces, an additional two (2) calendar days, with pay if scheduled to work, may be granted to the employee.**
- 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.
- f. **Where the death of an immediate family member occurs during a scheduled layoff and the memorial service is scheduled after the Employee has returned to work, the Employer will grant one (1) day off with pay to attend the memorial service.**

### **Compassionate Care Leave**

- 29.02 Employees who have been employed with the **Centre** 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 **Employer** 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 Centre. The Employer shall maintain their position of payment for the Plans during such leave.

Employees shall advise the **Centre** 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 Centre. 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.
- d. **An employee who is on a general unpaid leave of absence for a period of six (6) months or more will be required to maintain the required certifications. Where the Employer is providing mandatory training during the employee's leave of absence, the employee will be invited to attend.**
- e. **The Employer will provide to employees returning from a leave of absence with updated information required for their classification. Where the Employer deems it necessary to provide refresher training, the Employee will be paid to attend such training.**

### 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 **Centre** 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 **Centre**. 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 The Employer shall not terminate the employment of an Employee because of **their** pregnancy.
- a. An unpaid pregnancy leave of sixteen (16) weeks will be granted.
  - b. An Employee shall no later than the fifth (5<sup>th</sup>) month of pregnancy forward to the Employer a written request for pregnancy leave.
  - c. The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
  - d. Pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery, not later than the date of delivery.
  - e. Pregnancy leave shall end on such date as the Employee determines, but not later than sixteen (16) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
  - f. The Employee will provide the Employer as much notice as reasonably practicable of the commencement of **their** leave or **their** return to work.
  - g. An Employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 31 may be granted sick leave in accordance with the provisions of Article 27.

### Parental Leave

- 31.02 a. An Employee who becomes a parent of one or more children through the birth or placement of the child or children in the care of the Employee for the purposes of adoption, is entitled to an unpaid leave of absence of up to **seventy seven (77)** weeks upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- b. Where notice as required under Article 31.02a is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- c. The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave:
- i. shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - ii. shall end not later than sixty one (61) weeks after the **parental** leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.
- d. **Where c. does not apply, parental leave pursuant to this article**
- i. **Begins on such date coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and**
  - ii. **Ends not later than 18 months after the child or children first arrive in the employee's home.**

### Resumption of Work

- 31.03 a. If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- b. When an Employee reports for work upon the expiration of the period referred to in Articles 31.01 and 31.02 the Employee shall resume work in the same position they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave.
- c. While an Employee is on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.
- d. While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, dental and group life insurance provided the Employee continues to pay their share of premium costs for maintaining such coverage during the period of leave.
- e. The replacement employee for a parental-adoption leave will be granted the rights and privileges of a term employee, **where the leave meets the definition of a term position as defined in Article 1.16**, except that the specific termination date may vary because of the resumption of work of the incumbent employee in accordance with Article 31.



### Supplementary Employment Benefits

- 31.04 If a regular full time or regular part time Employee on pregnancy or parental leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit in accordance with the following:

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 or the birth or adoption of a child, for as long as such program continued to be approved by the Canada Employment and Insurance Commission, as amended from time to time.

The existing Program is as follows:

- a. The objective of the Plan is to supplement the employment insurance received by workers for unemployment caused by pregnancy or the birth or adoption of a child.
- b. All regular full-time and regular part-time employees are covered by the Plan.
- c. 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.
- d. 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.
- e. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
- f. The Plan is financed from the Employer's general revenues. SEB payments will be identified separately within the payroll records. Employees must apply for and be advised of qualifications for receipt of EI benefits before SEB is payable.
- g. The Employer will inform HRDC of any changes to the Plan within 30 days of the effective date of the Plan.

### Pregnancy/Birth Allowance

- i. An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that **they have** applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- ii. In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following five (5) weeks:
  - (a) Where the Employee is subject to a waiting period before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of **their** weekly rate of pay for each week of the waiting period, less any other earnings received by the Employee during the benefit period;
  - (b) Additional weeks payments, up to five (5) weeks combined, equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety- three per cent (95%) of **their** weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E. I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
  - (c) notwithstanding (b), where the employee has served the waiting period in (a), the employee shall be entitled to an additional week of allowance pursuant to (b)

- (d) weeks in (a), (b), and (c), above are to be consecutive and commence at the start of the leave.
- iii. Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- iv. To be eligible for S.E.B. the employee must have completed one year of service as a regular status employee.

#### Parental Leave Allowance

- i. An Employee entitled to parental, including adoption leave under the provisions of this Agreement, who provides the Employer with proof that **they have** applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- ii. In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:
  - (a) Seventy-five percent (75%) of the employee's weekly salary during the EI waiting period;
  - (b) Up to a maximum of ten (10) additional weeks:
    - (i) where the employee is in receipt of Standard EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety five percent (95%) of the employee's weekly rate of pay;
    - (ii) where the employee is in receipt of Extended EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety five percent (95%) of the employee's weekly rate of pay
    - (iii) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
    - (iv) To be eligible for S.E.B. the employee must have completed one year of service as a regular status employee.
    - (v) In the event both parents of the child are members of the bargaining unit, this S.E.B entitlement shall apply only to one (1) employee.
    - (vi) 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.
    - (vii) For the purpose of this article:
      - i. "Weekly EI benefits" means the EI Benefits the employee is eligible to receive prior to any reductions made by EI as a result of "working while on claim"
      - ii. "Standard EI benefits" means the EI benefits an employee who elects to receive EI parental benefits for up to thirty-five (35) weeks is eligible to receive.

- iii. "Extended EI benefits" means the EI benefits an employee who elects to receive EI parental benefits for up to sixty-one (61) weeks is eligible to receive.

#### **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 their 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.

**33.06** The Union shall receive from the Employer no later than the date of the Labour Management meeting in October of each year, a list of busses that are required to be plugged in.

#### **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 Centre agrees to provide a Professional Development Fund to a total of \$5000.00 for individual employees to participate in job-related training and development.

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.

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 31<sup>st</sup> 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.

34.07 WELLNESS INITIATIVE

The Centre 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 15<sup>th</sup>, who will determine the eligibility and the amount payable on a pro-ration basis to each eligible employee.

34.08 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 **NSECSB** defined benefit plan for the duration of this agreement as set out by the Board of Trustees of the **NSECSB** Pension Plan.
- b. The Employer agrees to encourage any Trustee Member representing the CCRCE to use any surplus funds generated by the NSECSB 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 Education Common Services Bureau** 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 employed as a Regular Employee with CCRCE on or before April 1, 2015 who are eligible to retire under the **NSECSB** 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 employed as a Regular Employee with CCRCE on or before April 1, 2015 who are eligible to retire under the **NSECSB** 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.

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.

**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 \$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.

*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 "1" attached hereto.

Tradespersons: Rates of Pay – applicants who have Provincial tickets in trades that the Centre 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

- April 1, 2021: 1.5%
- April 1, 2022: 1.5%
- April 1, 2023: Classification adjustments as listed below
- April 1, 2023: 3%
- March 31, 2024: 0.5%

#### **Wage Adjustments:**

- a. A \$2.50 wage adjustment to the Trades Classifications as defined in Schedule 1 to this agreement; effective April 1,2023; prior to the application of the 3% increase on that day.
- b. A \$2.00 wage adjustment to minimum wage classifications as defined in Schedule 1 to this agreement; effective April 1,2023; prior to the application of the 3% increase on that day.
- c. Classifications for which the top of the wage scale remains under \$20.00 per hour after the first two (2) years of economic adjustments (1.5%, 1.5%) will receive an additional \$1.00 per hour on April 1,2023 but immediately before the Year three (3) economic adjustment of 3.0%.
- d. A \$0.50 wage adjustment to all bus driver classifications effective April 1,2023; prior to the application of the 3% increase on that day.
- e. No employee will receive an adjustment under both (b) and (c)

**For classifications who are paid minimum wage, where a legislated increase to the minimum wage under the *Minimum Wage Order (General)* occurs on the same day as one of the economic adjustments or classification adjustments, the legislated minimum wage increase will be applied first.**

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.

37.05

- a. **Overpayment of salary or under deduction of benefits made as a result of error will be recovered by the Employer at an amount mutually agreed upon by the Employer and Employee. Except in exceptional circumstances, the repayment will be made by December 31. The Union will be notified of the overpayment.**
- b. **Any overpayment of salary or under deduction of benefits made to an Employee who will not be returning to the employ of the Employer will be recovered in full on the Employee's last pay, unless an alternate repayment schedule is mutually agreed.**
- c. **An Employee has an obligation to report, as soon as possible, to the Employer if they receive an overpayment.**
- d. **Employees may access their accrued vacation bank for repayment if feasible**

#### GRANDPARENT EXISTING INCUMBENT IN CUSTODIAL LEAD HAND POSITIONS

37.06 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.

37.07 Upon payroll self service implementation, employees shall have electronic access through the payroll self service model to all details related to their individual pay and benefits. At such time, payment stubs shall be discontinued.

37.08 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 30<sup>th</sup> in order for the pay arrangement to begin August 1<sup>st</sup>. Likewise, should an employee wish to cancel this pay arrangement, written notification must also be received by June 30<sup>th</sup>. 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/ Centre 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 Centre will be provided



to affected employees with employment in their classification, 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.

- 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 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 31<sup>st</sup> day of March, 2024, 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, 2021 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 **they have** sixty (60) calendar days in which to claim any retroactive payment.
- 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 (OH&S Act)* 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.**

The Employer recognizes that workplace violence is an occupational health and safety issue, and that the Employer will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

1. Through its Occupational Health and Safety Committees, both at the worksite and regionally, the Employer will work with the Union to regularly review policy, procedures, and guidelines to address injuries and hazards in the workplace including those resulting from violence.
2. It is the role of the workplace Occupational Health and Safety Committees to review workplace injuries and incidents. The Regional Occupational Health and Safety Committee if applicable or the Labour Management Committee shall have the mandate to review trends and statistics and make recommendations for region-wide responses to concerns.
3. The Employer agrees to have a current violence risk assessment for all worksites in accordance with the OH&S Act. The violence risk assessment will include but will not be limited to:
  - violence that has occurred in the workplace in the past
  - violence that is known to occur in similar workplaces
  - the circumstances in which work takes place
  - the interactions that occur in the course of performing work
  - the physical location and layout of the workplace
  - any specific factors recommended by the workplace Joint Occupational Health and Safety Committee.

The Violence Risk Assessment will be updated as required by the OH&S Act.

4. The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the OH&S Act.
5. The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace that includes
  - (a) The workplace Violence Prevention Plan
  - (b) Recognition of warning signs and/or triggers for violence
  - (c) Techniques to identify and de-escalate situations with the potential for violence
  - (d) How to summon help in the event of an incident of violence
  - (e) How to exit an unsafe situation

Training will be provided before the Employee is assigned to work in any area where a significant risk of violence has been identified in the Violence Risk Assessment and Workplace Violence Prevention Plan.

The Employer agrees to provide time and resources for this training and to ensure that Employees suffer no loss of pay or benefits.

6. The employer agrees to provide the supports that are required under the OH&S Act where appropriate in situations of domestic violence involving employees that impact the worksite.

The Employer recognizes that Employees sometimes face situations of domestic violence that may impact them at work. These impacts may be seen in such as areas as an employee's attendance, and performance. As such, the Employer will provide reasonable accommodation to employees who are victims of domestic violence. Workers experiencing domestic violence shall not be subject to adverse action related to workplace absences associated with domestic violence. Employees who are experiencing domestic violence shall not be subject to discipline in the event the domestic violence impacts on their work performance and attendance.

Employees who suffer workplace absences as a result of domestic violence will, after exhausting any paid leave provisions under the Provincial *Labour Standards Code* with respect to domestic violence, be able to access any appropriate paid leave provisions within the Regional Collective Agreement should such paid leave provisions exist. Should all paid leave provisions be exhausted, employees may request unpaid leave

The Employer will make every reasonable effort to protect the confidentiality of Employees experiencing domestic violence. Additionally, information related to domestic violence will not be placed in an employees personnel file without their prior consent.

7. The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident.
- a) 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.
  - b) 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 \$200 per calendar year. Rainwear, where required by the employer, will be supplied at no cost to the Employee
  - c) 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 **Employer** 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.
- 42.04 **Notwithstanding Article 23.02 a, the Employer agrees to post term positions as defined in Article 1.16, within the Property Services division, including term positions that include July and August. Positions will be filled as follows:**
- a. **If a regular-status employee is the successful applicant, they will move into the term position for the duration of the posted term;**
  - b. **If a temporary employee is the successful applicant, they will be considered a term employee for the duration of the posted term, and may be assigned to an alternate school within the same Family of Schools during July and/or August as operationally required**

#### **ARTICLE 43 – 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 their 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 95% of the net pay **pre-accident** of the Employee as calculated in accordance with the *Workers' Compensation Act* **for the first 26 weeks of the compensable claim.**
- iii. When the supplement in (i) and (ii) is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement **provided that the accrued sick leave balance is not less than the equivalent of five (5) sick days for the applicable classification. Supplemental benefits shall expire once the accrued sick leave hours reaches**

the minimum threshold described above. After which, the employee shall be paid only the Workers' Compensation benefits.

- iv. **Should an employee continue to accrue sick leave benefits while in receipt of Workers' Compensation benefits, then such accrual will only be available to the employee upon their return to active employment and cannot be used to supplement (top up) the current WCB claim.**
- v. 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.
- vi. An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- vii. 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.
- viii. 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 44 – Training and Professional Development**

- a) **The Parties agree that prior to May 31<sup>st</sup> of each year there will be designated time at a Labour Management Meeting to discuss a suggested schedule/calendar and proposed training and professional development topics for the following school year as provided by the employer.**
- b) **The Union, either at the meeting or in advance of the meeting, will provide the Employer with training and development ideas for their members which take into account the variety of job classifications and interests of all members of the bargaining unit.**

**ARTICLE 45- BENEFIT AND BINDING**

- 45.01 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.
- 45.02 This Agreement and everything contained therein will ensure to the benefit of and be binding upon the Parties hereto, their successor and assigns, respectively.
- 45.03 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.

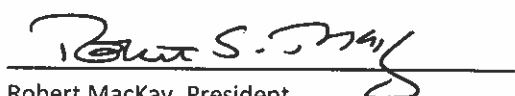
Signed this 28<sup>th</sup> day of August, 2023

**CHIGNECTO-CENTRAL REGIONAL CENTRE FOR  
EDUCATION**

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



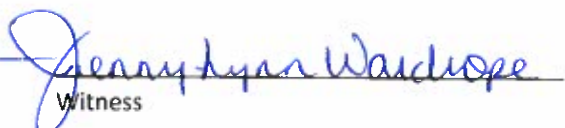
Gary Adams, Regional Executive Director



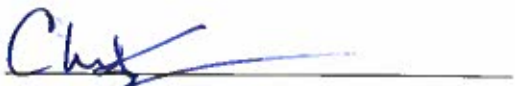
Robert MacKay, President



Jessi Taggart, Director of Human Resources



Witness



Witness

**Schedule 1****Trades Classifications:**

- **Tradespersons**
- **Mechanics**
- **Motor Vehicle Body Repairers**
- **Building Operator**
- **Lead Head Mechanic**
- **Head Mechanic**
- **Apprentices (maintain differential with the trades)**
- **Maintenance Supervisor**

**Minimum Wage Classifications:**

- **Lunch Bus Ground Supervisors (LBG) CBVRCE)**
- **Bus/Assistant Supervisors**
- **Cafeteria Workers (maintain differential with Head Cafeteria Workers)**



**Schedule 1**

The table below shows the wage rates including all negotiated wage adjustments listed above but does not include any increase as a result of the wage harmonization process. The rates for March 31, 2024 are the minimum rates an employee will receive. Additional wage adjustments are possible through the wage harmonization process outlined in Memorandum of Agreement #5 to this collective agreement. Any such adjustments will provide 50% of the gap to the high rate on the date of ratification and an adjustment to bridge the remaining gap on March 31, 2024.

CCRCE Classification	Standardized Classification	Current Rate	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
<b>PROPERTY SERVICES</b>						
Custodian	Custodian	19.36	19.65	19.95	21.57	21.68
General Maintenance (Grounds, Delivery, Personnel, School Based 1, School Based 2)	General Maintenance	21.92	22.25	22.58	23.26	23.38
Labourer	General Labourer	16.56	16.81	17.06	18.60	18.70
Safety & Sprinkler Technician, Finish Painter	Building Technician	22.95	23.29	23.64	24.35	24.47
Tradesperson (Carpenter, Electrician, Oil Burner Technician, Plumber/Pipe Fitter, Sprinkler System Installer)	Tradesperson	26.66	27.06	27.47	30.86	31.02
HVAC Technician, Controls Technician	Building Specialist	25.14	25.52	25.90	26.68	26.81
<b>TRANSPORTATION</b>						
Bus Driver	Bus Driver	24.14	24.50	24.87	26.13	26.26
Bus Driver with Additional Duties	Bus Driver with Additional Duties	22.58	22.92	23.26	24.48	24.60
Truck & Transport Mechanic	Mechanic	26.66	27.06	27.47	30.86	31.02
Head Mechanic	Head Mechanic	27.61	28.02	28.44	31.87	32.03
Motor Vehicle Body Repairer	Motor Vehicle Body Repairer	26.66	27.06	27.47	30.86	31.02
Maintenance, Inventory / Warehouse Clerk	Inventory Clerk	22.21	22.54	22.88	23.57	23.69
Lead Motor Vehicle Body Repairer	Head Motor Vehicle Body Repairer	26.75	27.15	27.56	30.96	31.12

**MEMORANDUM OF AGREEMENT # 1**

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"

**Article 23 – Summer Employment**

Notwithstanding Article 23.01(a) of this Collective Agreement, employees who worked and completed Summer Employment positions during the 2008-2009 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 **Employer** on a year to year basis until such year as they do not apply.

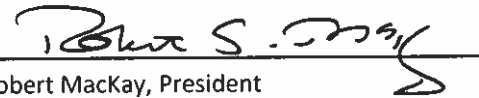
IN WITNESS WHEREOF the parties have signed this Agreement this **28<sup>th</sup> day of August, 2023.**

**CHIGNECTO-CENTRAL REGIONAL CENTRE FOR  
EDUCATION**



Gary Adams, Regional Executive Director

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



Robert MacKay, President



Jessi Taggart, Director of Human Resources



Witness



Witness

**MEMORANDUM OF AGREEMENT # 2**

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"

**Article 1 – Definitions**

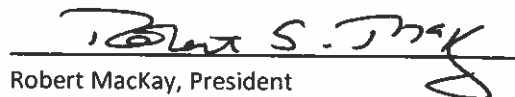

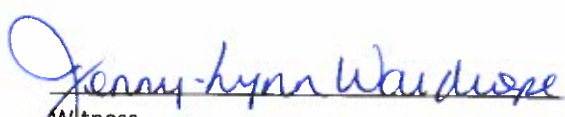

Notwithstanding Article 1.09 and 12.01 (c) herein, should the Centre determine it operationally necessary to create positions that fall under the 20 working hours per week threshold, representatives of the Centre shall consult and seek agreement – such agreement not unreasonably withheld - with representatives 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 **28<sup>th</sup> day of August, 2023.**

**CHIGNECTO-CENTRAL REGIONAL CENTRE FOR EDUCATION**

  
\_\_\_\_\_  
Gary Adams, Regional Executive Director

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

  
\_\_\_\_\_  
Robert MacKay, President  
\_\_\_\_\_  
Jessi Taggart, Director of Human Resources  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

## MEMORANDUM OF AGREEMENT # 3

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"

### 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 **Centre**, provided that classification is currently a CUPE classification in the receiving **Centre**. Notwithstanding, existing employees of the receiving **Centre** 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 **Centres** 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 **Centre's** Collective Agreement. From the date of hire with the receiving **Centre**, 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 **28<sup>th</sup> day of August, 2023.**

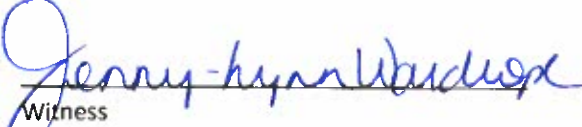
**CHIGNECTO-CENTRAL REGIONAL CENTRE  
FOR EDUCATION**


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

  
\_\_\_\_\_  
Gary Adams, Regional Executive Director

  
\_\_\_\_\_  
Robert MacKay, President

  
\_\_\_\_\_  
Jessi Taggart, Director of Human Resources

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

## LETTER OF UNDERSTANDING # 4

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"

### Bus Driver Hours of Work

In order to achieve a minimum pay of 5 hours per day for bus drivers, the Employer will first route bus runs to maximize the regular driving duties and duties in 12.01 (i) to be as close to 5 hours as reasonably possible. Both parties acknowledge the scheduling of bus routes to a minimum of five hours may result in redundant bus routes. Where a bus route is consolidated for the 2023/24 school year, any employee not assigned a regular bus run will be considered a "regular spare" and scheduled to work on each day the regular drivers are working, first as a spare driver within their zone or adjacent zones and then in accordance with the duties below. An employee will not be required to accept an assignment where the bus is parked more than 35 km from their original bus parking location.

A regular spare will be permitted to park the bus at their residence between the morning and afternoon run but will not be compensated for any additional time to drive the bus to their residence after the morning drop off or from their residence to the school for afternoon pickup. A regular spare will be permitted to park the bus at their original parking location if they are assigned a bus route for more than 3 consecutive days.

Employees will be assigned to regular bus routes within their zone in accordance with seniority. For greater clarity, the least senior employee within the zone will be the employee assigned to the regular spare list as defined above. An employee assigned to the regular spare list may choose to accept the regular spare assignment or displace the least senior employee in any classification for which the affected employee is currently qualified, within the same Family of Schools. If such displacement is not available within the Family of Schools, the affected employee shall be permitted to displace the least senior employee in any classification for which the affected employee is currently qualified in any remaining Family of Schools. For the purpose of determining which employee may be assigned to the regular spare list, all employees will be assigned to a "home zone" which is defined as the zone where the employees drives the largest percentage of time. This information will be shared with the Union in advance of any routes be consolidated.

Regular spares will be recalled to positions within their home zone in accordance with seniority absent the posting process. Positions outside the employee's home zone will be posted and filled in accordance with article 23. An employee who does not accept recall to a position within their home zone will be laid off and recalled to positions in accordance with article 22. A regular spare that does not apply to positions within their Family of Schools will be laid off after 24 months.

Where the Employer cannot schedule a Bus Driver for five (5) hours of regular driving duties and duties in 12.01(i), the Employer will assign additional duties, on a daily, weekly or bi-weekly basis, including but not limited to:

- a. Additional driving duties, excluding extracurricular bus trips.
- b. Additional duties in accordance with 12.01 (i)
- c. Bus evacuation training with students
- d. Training and professional development
- e. Additional duties within another classification that the employee is qualified for ie. Cleaning the garage, mechanic helper, duties that would otherwise be assigned in the school on a storm or in-service day.

For greater clarity, a Bus Driver will be compensated for twenty-five (25) hours per week and will be scheduled for additional duties on a pre-determined schedule as determined by the Employer.

The Employer will provide regular updates and will consult with the Union prior to implementation of this LOU.

IN WITNESS WHEREOF the parties have signed this Agreement this 28<sup>th</sup> day of August, 2023.


**CHIGNECTO-CENTRAL REGIONAL CENTRE  
FOR EDUCATION**

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

  
\_\_\_\_\_  
Gary Adams, Regional Executive Director

  
\_\_\_\_\_  
Robert MacKay, President

  
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Jessi Taggart, Director of Human Resources

  
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## MEMORANDUM OF AGREEMENT # 5

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"

### Wage Harmonization

WHEREAS the parties acknowledge the non-teaching educational, operational and administrative support functions of the Employer represented by the Union play a critical role in Nova Scotia's public education system:

ANDWHEREAS the Parties are in agreement to a wage harmonization process that will result in the Regular Hourly Rate of pay (not including the value of benefits, pension or vacation in the comparative calculations), for each qualified classification moving to the highest Regular Hourly Rate of pay, for the same or substantially similar classification across the Province's eight (8) education entities;

The Parties Agree as Follows:

1. No later than July 1, 2023, the Classification and Review Committee as contained in this agreement will meet to agree on what the Regular Hourly Rate of pay of each qualified classification should harmonize to, based on the following:
  - a. Identify a proper comparator classification from a Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly- titled jobs perform identical work, and not all job titles match precisely to one another) which the parties agree has the highest Regular Hourly Rate of pay in the Province's eight (8) education entities. The job description and/or job posting, including the Regular Hourly Rate of pay will be provided to the committee no later than 14 calendar days in advance of the meeting.
  - b. The highest Regular Hourly Rate of pay will be top of scale rates that are adjusted to include the first two years of general wage increases of this agreement (1.5%, 1.5%) and in effect as of December 1, 2022.
  - c. In comparing Regular Hourly Rates of pay, use the Employer rate paid at top of scale as of December 1, 2022. It will also include any advance parity adjustment up to that date, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province's eight (8) education entities, shall be applied.

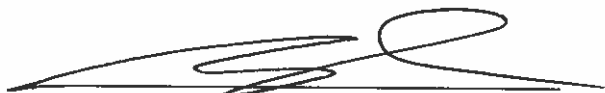


- d. For the purpose of determining the applicable Halifax CUPE Regular Hourly Rate of Pay, the salaries as contained within the Halifax CUPE wage schedules (Schedule A) will be converted to a Regular Hourly Rate of pay less any vacation amount that had been added and will factor in the smoothing which occurs within the Halifax agreement.
2. The parties agree to make best efforts to complete the wage harmonization analysis no later than October 31, 2023. The timeline for moving to the aligned rate will be as follows:
- a. Retroactive to date of ratification - adjust the Regular Hourly Rate of pay to bridge 50% of the gap with the aligned rate;
  - b. March 31, 2024 - bridge the remaining gap with the aligned rate. The increase resulting in this point will be applied prior to any applicable general wage adjustment.
  - c. Any classifications adversely impacted in this process whereby a particular classification's Regular Hourly Rate of pay is surpassed by the subordinate classification Regular Hourly Rate of pay, the previous differential will be restored in line with a) and b) above.
3. Notwithstanding any other provision in the collective agreement, this Memorandum of Agreement shall prevail.
4. This document will govern the wage harmonization process.

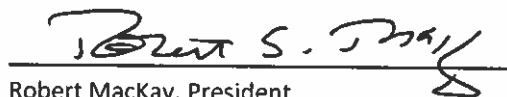
IN WITNESS WHEREOF the parties have signed this Agreement this 28<sup>th</sup> day of August, 2023.

**CHIGNECTO-CENTRAL REGIONAL CENTRE  
FOR EDUCATION**


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



Gary Adams, Regional Executive Director



Robert MacKay, President



Jessi Faggart, Director of Human Resources



Witness



Witness

## LETTER OF UNDERSTANDING # 6

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"

### Employment Equity

The participating Education Entities and the participating Locals of the Nova Scotia School Board Council of Unions recognize the diverse communities served by the participating Education Entities. The composition of the workforce should reflect the diversity of these communities. To that end, the parties agree as follows:

- a) The Education Entities will develop an Employment Equity Program which ensures that employment barriers and systematic discriminatory practices are identified, and strategies developed and implemented to achieve a fair and reasonable representation of diverse applicants. The Education Entities will consult with its CUPE representatives in the development of this Employment Equity Program.
- b) Diverse applicants, for the purpose of this Letter of Understanding, is defined to include African Nova Scotians or persons of African descent, members of other racially visible groups, Mi'kmaq/Indigenous peoples, persons with disabilities, women in non-traditional roles, and persons belonging to sexual orientation, gender expression and/or gender identity minority groups.

The Parties agree:

1. Timelines and goals will be developed for the implementation of the Program.
2. An education and training program will be developed for implementation of the Program and to foster advancement of all interested employees.

The typical stages in the implementation of an Employment Equity Program will include:

1. Agreement of the Employer and Bargaining Unit to conduct a self-identification survey.
2. The Employer will be responsible for the maintenance of the self-identification data.
3. Reporting of the statistical results of the self-identification survey.
4. Analysis of the results of the self-identification survey to compare the number of identified people in the bargaining unit with the identified peoples within the boundaries of the applicable RCE or CSAP.

- 5. Development of goals and timelines to eliminate the discrepancies in representation of identified peoples between the bargaining unit and the general population.
- 6. Joint education and training for all employees with respect to the implementation of the Employment Equity Program.
- 7. Training and development to foster advancement of all interested employees within the bargaining unit.
- 8. Recruitment of identified peoples.
- 9. Skills, qualifications, experience as selection criteria for vacant positions.
- 10. An annual and review of the progress towards development of a representative population within the bargaining unit.

**Process for Diverse Hires**

- I. Notwithstanding any specific clauses contained in the Local Collective Agreement, an Education Entity may, in the job selection process for any position (permanent, part-time, etc.), give preference to a diverse applicant provided the applicant has the skills, qualifications, experience.
- II. A participating Education Entity can only use the preference during the hiring process of up to one (1) position per twenty-five (25) job postings to a maximum of five (5) in a calendar year with the minimum of two (2) being allowed in a calendar year. The participating Education Entity must notify the Union prior to filling an equity position and the Union may request the reasons for such preference. The posting of the position as an equity position means that external candidates can apply at the same time as internal candidates and the preference can be used to hire an external candidate. Additional applicants may be granted preference with the consent of the Union.
- III. Both the Employer and the Union agree these positions will be designated when a regular vacancy occurs. diverse internal employee shall be awarded a designated position prior to an external candidate. If an internal employee is awarded an equity position pursuant to this clause, then the resulting vacancy may be designated as an equity position and filled by a candidate external to the education entity. This resulting vacancy will not be considered as one of the equity positions pursuant to this clause. Among internal diverse candidates the Collective Agreement applies.

IN WITNESS WHEREOF the parties have signed this Agreement this **28<sup>th</sup> day of August, 2023.**

**CHIGNECTO-CENTRAL REGIONAL CENTRE  
FOR EDUCATION**

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




\_\_\_\_\_  
Gary Adams, Regional Executive Director



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Robert MacKay, President



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Jessi Taggart, Director of Human Resources



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