

**COLLECTIVE AGREEMENT**

**between**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD**

**and**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
LOCAL 71**

**July 1, 2010 - June 30, 2012**

## Table of Contents

<b>PREAMBLE</b> .....	<b>4</b>
<b>ARTICLE 1 – INTERPRETATION AND DEFINITIONS</b> .....	<b>4</b>
<b>ARTICLE 2 - CLASSIFICATIONS</b> .....	<b>6</b>
<b>ARTICLE 3 – RECOGNITION</b> .....	<b>8</b>
<b>ARTICLE 4 – NO DISCRIMINATION</b> .....	<b>10</b>
<b>ARTICLE 5 – GENERAL</b> .....	<b>11</b>
<b>ARTICLE 6 – OCCUPATIONAL HEALTH AND SAFETY</b> .....	<b>12</b>
<b>ARTICLE 7 - PROBATIONARY EMPLOYEES</b> .....	<b>13</b>
<b>ARTICLE 8 - EMPLOYER’S RIGHTS</b> .....	<b>14</b>
<b>ARTICLE 9 - UNION SECURITY</b> .....	<b>15</b>
<b>ARTICLE 10 – HOURS OF WORK</b> .....	<b>16</b>
<b>ARTICLE 11 - CANCELLATION OF WORK</b> .....	<b>19</b>
<b>ARTICLE 12 - PERSONNEL FILE</b> .....	<b>20</b>
<b>ARTICLE 13 – TRAVEL</b> .....	<b>21</b>
<b>ARTICLE 14 – OVERTIME</b> .....	<b>21</b>
<b>ARTICLE 15 - HOLIDAYS</b> .....	<b>23</b>
<b>ARTICLE 16 – VACATIONS</b> .....	<b>23</b>
<b>ARTICLE 17 - SICK LEAVE</b> .....	<b>25</b>
<b>ARTICLE 18 – WORKERS’ COMPENSATION</b> .....	<b>27</b>
<b>ARTICLE 19 - WAGES AND METHOD OF PAYMENT</b> .....	<b>28</b>
<b>ARTICLE 20 – SENIORITY</b> .....	<b>30</b>
<b>ARTICLE 21- LAY-OFF AND RECALL</b> .....	<b>32</b>
<b>ARTICLE 22 – STAFFING</b> .....	<b>36</b>
<b>ARTICLE 23 - JOINT CONSULTATION COMMITTEE</b> .....	<b>39</b>
<b>ARTICLE 24 - DISCIPLINE, SUSPENSION AND DISCHARGE</b> .....	<b>39</b>
<b>ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES</b> .....	<b>40</b>
<b>ARTICLE 26 - LEAVES OF ABSENCE</b> .....	<b>43</b>
<b>ARTICLE 27 - PENSION PLAN</b> .....	<b>48</b>
<b>ARTICLE 28 - BENEFIT PLANS</b> .....	<b>48</b>
<b>ARTICLE 29 - VOLUNTEERS</b> .....	<b>51</b>
<b>ARTICLE 30 – NO OTHER AGREEMENT</b> .....	<b>52</b>
<b>ARTICLE 31 - DURATION AND TERMINATION OF AGREEMENT</b> .....	<b>52</b>
<b>SCHEDULE A</b> .....	<b>53</b>
<b>MEMORANDUM OF UNDERSTANDING #1</b> .....	<b>56</b>

**MEMORANDUM OF AGREEMENT #2.....58**  
**MEMORANDUM OF AGREEMENT #3.....60**  
**LETTER OF UNDERSTANDING #4 .....63**  
**LETTER OF UNDERSTANDING #5 .....65**  
**MEMORANDUM OF AGREEMENT #6.....69**  
**MEMORANDUM OF AGREEMENT #7.....70**

**Note:           Bold Text denotes changes made in this round of negotiations.  
                  Changes to Article numbers or lettering are not bolded.**

## PREAMBLE

Both parties to this Agreement recognize that:

- a. The common objective of the Employer and its Employees is the rendering of the highest standard of administrative support services possible to the students of Chignecto-Central Regional School Board within the bounds of the resources available.
- b. A relationship of goodwill, respect, cooperation and dignity is essential between the Employer, the Employees, the students, the parents/guardians, all members of the educational community and the public.
- c. The purpose of the Agreement is to set out certain of the terms and conditions of employment including hours of work, rates of pay, benefits and an amicable method of settling grievances regarding the same which may from time to time arise.
- d. In recognition of the foregoing, the parties have agreed to the specific terms hereinafter contained.

## ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01

- a. **“Administrative Unit” means all such school building(s) as are assigned from time to time to a Principal for the purposes of administration.**
- b. “Agreement” means this Collective Agreement between the Chignecto-Central Regional School Board and the Nova Scotia Government and General Employees Union, and may be referred to as the “Agreement”.
- c. “Bargaining Unit” means the NSGEU bargaining unit which includes all regular, full time, part time and Term Employees of the Employer, employed in positions as identified in Schedule “A” of this Agreement.
- d. “Board” means the Chignecto-Central Regional School Board.
- e. “Casual Employee” means a person hired on an occasional basis only as required and for not longer than sixty (60) consecutive working days in the same position, for work which is ordinarily performed by a member of the bargaining unit. A Casual Employee is not covered by this Agreement.
- f. “Consult” means prior notification, including discussion.
- g. “Day” means a calendar day unless otherwise specified in this Agreement.
- h. “Employee” means all regular full time, regular part time and term Employees of the Employer within the bargaining unit as defined in Article 2, and includes such employees during any probationary period.

- i. "Employer" means the Chignecto-Central Regional School Board or its designated management and may be referred to as the "Employer".
- j. "Holiday" means the 24 hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement.
- k. "Lay off/Laid off" means a regular full time or regular part time employee who is in receipt of a lay off notice and has not been rehired into a regular full time, regular part time or term position.
- l. "Local" means the Local 71 Nova Scotia Government and General Employees Union, and may be referred to as the "Local".
- m. "Pro rate" means the recognition of actual time worked, in comparison to a regular full time Employee.
- n. "Probationary Employee" means a newly hired Employee hired to a regular full time or regular part time position within the bargaining unit serving a probationary period of 90 days of actual work from the date of hire to such position and having such rights as defined in Article 7, Probationary Employees.
- o. "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, as more fully described in Article 10, Hours of Work.
- p. "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 less than a regular full time Employee.
- q. **"Surplus" or "Surplus Employee" means a regular or probationary status employee whose position has been deemed to be in excess of the number of positions required by the Board within her/his Administrative Unit.**
- r. "Term Employee" means a person who is hired to work in a term position and who is expected to be terminated upon the completion of the term position. The term employee has no recall rights upon termination.
- s. "Term Position" is a bargaining unit position of more than sixty (60) consecutive working days that is of definite duration by time with a specific commencement and end date, or tied to a specific event of no more than one (1) year duration **or when additional hours are added to a classification within an Administrative Unit for the balance of the school year. The term position will end:**
  - a. **At the expiration of the term position;**
  - b. **Upon the return of the absent employee.**
- t. "Time in Lieu" means pre-authorized credit for hours previously worked, for which pay has not been received and for which the Employee is entitled to equivalent time off.
- u. "Union" means the Nova Scotia Government and General Employees Union and may be referred to as the "Union".

- v. "Vacant position or Vacancy" means a bargaining unit position which is not currently occupied by a regular employee.
- w. "Working Day" means a day on which work is regularly scheduled and includes a day on which an Employee would ordinarily be working.

1.02 Unless any provisions of this Agreement otherwise specify, the plural includes the singular and the feminine includes the masculine and vice versa, as the context may require.

## **ARTICLE 2 - CLASSIFICATIONS**

2.01 The Employer and the Union agree that the following classifications are recognized as positions covered within the bargaining unit:

- a. Central Office Clerk/HR Clerk/Finance Clerk;
- b. Administrative Assistant/Central Office Receptionist;
- c. Student Monitor (as restricted by Article 2.10);
- d. Regional Information Technology Support Specialist;
- e. Technician (Print Shop);
- f. Graphic Designer;
- g. Technician (Audio Visual);
- h. Information Technology Support Specialist (Computer);
- i. Educational Assistant;
- j. Library Specialist I;
- k. Library Specialist II;
- l. Librarian (MLIS); and
- m. Head Payroll Clerk

2.02 The Employer may assign work between classifications where unforeseen or emergency circumstances so require.

2.03 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 paid accordingly.

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

- 2.05 Job descriptions shall be available upon request for all positions.
- 2.06 Where the parties agree that a new classification falls within the bargaining unit during the term of this Agreement, the Employer shall consult with the Union in advance of providing a job description and rate of pay for such classification. If such job description or rate of pay is out of proportion to any comparable classification or set of job skills within the bargaining unit, the Union shall be entitled to grieve and have the rate of pay reviewed by an Arbitrator.
- 2.07 Existing classifications within the bargaining unit shall not be eliminated or materially changed without prior consultation with the Union.

#### UNIONIZED STUDENT MONITORS

- 2.08 a. The parties acknowledge that Student Monitors who were employed by the former Cumberland District School Board prior to signing this Agreement, and who are employed by Chignecto-Central Regional School Board as of date of signing, shall be part of the bargaining unit and shall be called "Unionized Student Monitors".
- b. Unionized Student Monitors who resign their present position shall not retain recall or seniority rights.
- c. The Union acknowledges that it does not represent Student Monitors other than the Unionized Student Monitors described in this Article.
- 2.09 Any Unionized Student Monitor who meets the minimum qualifications to apply for a job posting in another bargaining unit classification shall be entitled to use seniority, in accordance with Article 20. Where it is operationally practical to do so, the Employer shall offer interested Unionized Student Monitors an opportunity to participate in existing in-service programs for other classifications. To qualify, the Unionized Student Monitor must have the minimum qualifications required to participate in such in-servicing, in a manner that does not disrupt the training program for already qualified members within that classification.
- 2.10 Notwithstanding any other provisions in this Agreement, Unionized Student Monitors shall only be entitled to the following rights, benefits and privileges as described in this Collective Agreement:
- a. Legal Counsel - Articles 5.06, 5.07;
- b. Union Security - Article 9;
- c. Hours of Work - Articles 10.04, 10.05 and 10.06;
- d. Personnel File - Article 12;
- e. Vacation Entitlement - Pursuant to Article 16 - equivalent to 4% of the Employee's gross wages during the preceding calendar year, as described in Article 16.02(a)(i) provided however that Employees shall not have their pre-existing vacation entitlement reduced as a result of this provision, up to and including the 30th day of June, 2004;

- f. Sick Leave – Article 17.01 - 17.09 inclusive;
  - g. Seniority within school site - Unionized Student Monitors shall have seniority rights from date of hire, calculated in the manner described in Article 20 but restricted in application to the current classification and school site of the Unionized Student Monitor;
  - h. Lay Off and Recall within school site - Unionized Student Monitors shall have lay off and recall rights as described in Article 21, but restricted in application to the current classification and school site of the Unionized Student Monitor;
  - i. Job Posting - Any Unionized Student Monitor who meets the minimum qualifications to apply for a job posting in another bargaining unit classification shall be entitled to use seniority in accordance with Article 20;
  - j. Grievance and Arbitration Procedures - Article 25;
  - k. Bereavement Leave, Maternity Leave and Parental Leave - Article 26;
  - l. Pension Plan - Article 27, provided the Unionized Student Monitor works on average at least 30 hours bi-weekly and earned not less than \$13,000.00 from the Employer in the preceding calendar year;
  - m. Benefit Plan - Article 28, provided the Unionized Student Monitor works on average at least 30 hours bi-weekly and earned not less than \$13,000.00 from the Employer in the preceding calendar year;
  - n. Holidays - Article 15, provided the Unionized Student Monitor works on average at least 30 hours bi-weekly and earned not less than \$13,000.00 from the Employer in the preceding calendar year;
  - o. Cancellation of Work – Article 11
- 2.11 Notwithstanding the foregoing list of rights, benefits and privileges, Unionized Student Monitors shall be responsible for compliance with all duties and obligations of members of the bargaining unit as described in this Collective Agreement.

### **ARTICLE 3 – RECOGNITION**

- 3.01a. The Employer recognizes Nova Scotia Government and General Employees Union as the exclusive bargaining agent for Employees covered by this Agreement, excluding those described in paragraphs (a) and (b) of Subsection (2) of Section 2 of the *Nova Scotia Trade Union Act*.

Employer to support joint application for updated Certification Order subsequent to signing.

- b. Notwithstanding the foregoing, the Union recognizes the right of the Employer to continue separate agreements with First Nations Band Councils and consequently the exclusion of workers identified therein from this Agreement.

- c. Municipal, Provincial or Federal work programs will not result in the layoff of any member of the bargaining unit, nor lead to a reduction in the number of regularly assigned hours. Unless the Union otherwise consents, no such person shall be hired into a position for which an existing member of the bargaining unit is laid-off.
- d. 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 agrees to offer such non-bargaining unit work to any laid-off Employees from the bargaining unit, provided that such Employees are qualified to apply in accordance with the terms of funding.

3.02a. This Agreement applies to:

- i. Regular Full Time Employees;
- ii. Regular Part Time Employees; and
- iii. Probationary Employees from date of hire; and
- iv. Term Employees

b. Term Employees:

- i. Term employee means an employee (other than a regular employee) who is hired to work in a term position and who is expected to be terminated upon the completion of the term position. The term employee has no recall rights if terminated. Term employees shall be members of the bargaining unit with the following restricted rights and benefits of this Collective Agreement and no others for the length of their term position only:
  - a. Overtime
  - b. Workers' Compensation (excluding top up)
  - c. Sick leave (accumulated on a pro rata basis relating to the length of their term position and the number of hours worked)
  - d. Bereavement Leave
  - e. Leave for Jury duty
  - f. Holidays
  - g. Payment of wages (as per Schedule A)
  - h. Cancellation of Work

In accordance with the relevant Articles of this Collective Agreement.

- ii. A term employee who is the successful candidate for a regular full time or regular part time position shall be credited with seniority back to the latest date of hire as a term employee from which unbroken service commenced, and will not be placed on the seniority list until hired as a regular full time or regular part time employee.
- iii. 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.
- iv. **Newly hired term employees from outside the bargaining unit may not apply for other term positions for the duration of their term position 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.**

- v. **Notwithstanding Article 21.02(c), Regular status employees hired to term status positions are ineligible to apply to other term status positions, only regular status positions.**
  - c. Any position which the Employer expects to be available as a Term Position shall be posted within two (2) weeks of the employer becoming aware of the availability of a Term Position. A Regular Employee who applies for a Term Position would retain the status of Regular Employee and would be entitled to return to her/his regular position upon completion of the term position.
  - d. Nothing in this Article shall restrict the Employer's right to determine whether operational requirements require temporary filling of the position.
- 3.03 The Employer shall provide reasonable access and space to existing bulletin boards for the posting of appropriate Union notices.
- 3.04 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 an Employee Relations Officer of NSGEU access to the Employer's premises to meet with the Union President or other members of the Union Executive to deal with any matters that will promote the harmonious relationship between the parties and compliance with this Collective Agreement.
- 3.05 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 3, 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.
- 3.06 No Employee shall be required or permitted to make any written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement except with the written consent of the Union.

#### **ARTICLE 4 – NO DISCRIMINATION**

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

- 4.02 Both the Employer and the Union agree to cooperate together to make reasonable accommodation for Employees to ensure they are not discriminated against contrary to this Article and the *Nova Scotia Human Rights Act*.
- 4.03 It is understood and agreed that this Article is subject to the provisions of the *Nova Scotia Human Rights Act* and any amendments made to the Act from time to time.

## **ARTICLE 5 – GENERAL**

- 5.01 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. The Union shall be entitled to membership on the Employer's Employment Equity Advisory Committee.
- 5.02 The Union and the Employer agree to share equally in the cost of printing the Agreement for distribution to Employees.
- 5.03 Except where specifically provided herein, there shall be no pyramiding of rates of pay or benefits anywhere in this Agreement.
- 5.04 To the extent that any such activity is an infringement or breach of copyright, the Employer will indemnify and save harmless any Employee who is photocopying materials within the scope of such Employee's work, pursuant to directions by an immediate supervisor. The parties acknowledge that the Employer has signed an agreement with CanCopy with respect to a royalty payment for photocopying of copyrighted materials for publishers in Canada.
- 5.05 The Board shall deduct from the salary of a regular full time or part time Employee for the issue of Canada Savings Bonds issued in the year of request, subject to the condition that authorization for the deduction may not be changed by the Employee for a period of at least 1 year from the commencement of the first deduction. The administration of such deduction shall be the responsibility of the Board.

### Legal Counsel

- 5.06 a. Where an Employee, as a result of acting lawfully in the performance of her/his duties, without negligence or willful misconduct, is prosecuted or sued by a party other than Her Majesty, The Queen or the Employer, the Employer shall undertake to defend her/him, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine.
- b. An Employee shall not be considered to be acting outside the scope of her/his duties because of a mere error in judgment made in good faith.

- c. 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.
  - d. In the event the Employee voluntarily retains her/his own legal counsel with respect to such matter, the Employer shall be relieved of all obligations under this Article.
- 5.07 a. If the Employer subsequently concludes that the Employee claimant intentionally misled the Employer and was not qualified for such legal assistance, any reasonable costs paid by the Employer to such legal counsel shall be repayable by the Employee.
- b. If the Employer concludes that the claimant does not qualify, the Employer shall have the right to withdraw such legal counsel from proceedings upon reasonable notice.
  - c. If the Employer fails to provide legal assistance which should have been provided under this Article, the Employee may file a grievance for recovery of all legal costs reasonably incurred by the Employee because of such failure.
- 5.08 a. **An Employee will not be held responsible for infringement of copyright or patent for copying materials, including computer software when instructed to do so by their immediate supervisor.**
- b. **Employees will only be expected to provide first aid assistance to the extent of their experience, training and abilities.**

## ARTICLE 6 – OCCUPATIONAL HEALTH AND SAFETY

- 6.01 The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.
- 6.02 The Employer, the Union and all Employees agree to cooperate in the prevention of accidents 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*. All parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual Employees.
- 6.03 The opportunity will be available for Employees to participate in the Joint Occupational Health and Safety Committee in their workplace.
- 6.04 The Employer shall provide time off with pay for Employees who are members of the health and safety committee for the purpose of receiving health and safety training provided by, or approved by, the Employer.
- 6.05 When assigned to work with a student with special needs, the Employee will be provided with information, in oral form, by responsible teacher(s) and/or in written form, through the Board's Administration of Medication/Medical Interventions form and/or the Behaviour Intervention Record form, regarding any special care and methods of handling the student. This information, which is to be held in strict confidence by the Employee, will be provided in order to enable the Employee to meet the student's needs while protecting the Employee's health.

- 6.06 The Employer agrees to reimburse the cost of the flu vaccination and/or tetanus inoculation, as receipted from the service, for those Employees who receive this annual vaccination and/or tetanus inoculation. The maximum allowable is \$20.00 for the flu vaccination.
- 6.07 Where personal property of an Employee is damaged or destroyed by a student during the course of the Employee's normal duties, the Employee may be reimbursed for a sum of up to \$200.00 for such damaged or destroyed property.

#### **ARTICLE 7 - PROBATIONARY EMPLOYEES**

- 7.01 The probationary period is an evaluation period used to provide the Employer with the opportunity to assess the probationary Employee's long term suitability for on-going regular employment.
- 7.02 Notwithstanding any other provision in this Agreement, newly hired Employees shall be on probation subject to the following terms and conditions:
- a. An Employee newly hired shall be on probation for a period of ninety (90) days of actual work from the date of hire to such position.
  - b. Notwithstanding Article 7.02 (a) above, the probationary period may be extended beyond ninety (90) days of actual work by mutual agreement between the Employer, the Union and the probationary Employee.
  - c. An Employee hired into a Regular full time or Regular part time position shall be entitled to all benefits and rights contained in this Agreement unless otherwise provided in this Agreement, while serving their probationary period.
  - d. An Employee shall be obliged to pay membership dues to the Union during any probationary period and the Employer shall provide the Local notice of such hire at the earliest reasonable opportunity.
  - e. An Employee shall have the right to apply for bargaining unit positions. If successful, the employee cannot move into the new position until the completion of their probationary period, unless at the discretion of the Board.
  - f. An Employee hired into a regular full time or regular part time position shall not acquire seniority rights during her/his probationary period. Upon the successful completion of the probationary period, an Employee's seniority will revert back to her/his date of hire as a regular full time or regular part time Employee.
  - g. An Employee is entitled to be credited with sick leave during the probationary period, but must repay all sick leave taken if the Employee does not successfully complete the probationary period.
  - h. The Employer shall provide an Employee with a preliminary performance evaluation prior to completion of the probationary period.
  - i. An Employee hired into a regular full time or regular part time position, who at any time during the probationary period is to be laid off, with the exception of scheduled

lay-off periods, will be provided a written performance evaluation prior to such layoff period. If such Employee is subsequently recalled to any position except the original position, the Employee must serve the complete probationary period as described in this Article. Upon successful completion of the probationary period, date of hire for any Employee who has had to re-start an interrupted probationary period due to lay-off shall be the original commencement date of probationary period.

- j. If, at any time during the probationary period or the extension thereto, the Employer demonstrates cause that the Employee is not suitable, the Employee may be terminated. Employees shall have the right to grieve. However, if such employee is terminated, and provided the arbitrator has determined there was cause for unsuitability, then the arbitrator shall not have the power to substitute a lesser discipline or penalty.

7.03 The Local President or designate shall be present at a meeting with an Employee who is serving their probationary period where the employment of this Employee is to be terminated. The reasons for such termination shall be given to the Employee in writing.

7.04 Prior to terminating any Employee who is serving their probationary period, the Employer shall provide the Employee with notice of such intended action, the reasons therefore and the opportunity for the Employee to reply, following which the Employer shall be at liberty to make its decision. If requested by the Employee, the Employer shall provide written reasons for its decision within 5 working days of such request.

## **ARTICLE 8 - EMPLOYER'S RIGHTS**

8.01 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 all matters related thereto in which the Employer is engaged. 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 complement and 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.

8.02 The exercise of all functions which are not specifically restricted by the Articles of this Agreement is within the rights of the Employer.

- 8.03 The Employer agrees to give the Local a copy of the Board's Policies & Procedures and updates. Policies & Procedures which affect members of the bargaining unit will be discussed at the Joint Consultation Committee Meeting.
- 8.04 The Employer acknowledges that it is bound by the provisions of Section 31 of the Nova Scotia *Trade Union Act* with respect to the sale or transfer of all or any portion of its business.

#### **ARTICLE 9 - UNION SECURITY**

- 9.01 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 the Employee to the Union.
- 9.02 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.
- 9.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 9.04 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.
- 9.05 The Employer shall indicate on each Employee's Revenue Canada T4 Form the annual amount of such deductions.

#### **UNION REPRESENTATION**

- 9.06 The Local may appoint a Collective Bargaining Committee, which shall consist of not more than four (4) Employees appointed by the Local. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Local members so selected shall not suffer any loss of regular pay or other benefits for time spent in meetings with the Employer on negotiations for a new Collective Agreement but shall not be eligible for overtime payments for time spent in such meetings which are conducted other than during regular working hours.
- 9.07 The Local shall not be prevented by the Employer from having the assistance of a representative from the Union when meeting with the Employer. The Union representative may have access to Employer's premises for such purposes with prior notice to the Employer. Reasonable access will not be withheld. **Replacement staff will be provided when deemed operationally required by the Employer.**
- 9.08 The Employer shall be provided with a list, in writing, of all Local officers and their terms of office and shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Local with an organization chart.
- 9.09 a. The Employer acknowledges the right of the Local to elect Stewards. The Employer shall be notified, within thirty (30) days, on any change to the list of Stewards.

- b. Each Steward has her/his regular work to perform on behalf of the Employer. However, if it is necessary to process a grievance during regular working hours, a Steward will do so as expeditiously as possible.
- c. A Steward or their alternate shall obtain the permission of her/his immediate supervisor before leaving work to perform the duties as a Steward. Such permission will not be unreasonably withheld.
- d. A Steward shall report back to her/his immediate supervisor before resuming the normal duties of her/his position after she/he has completed her/his duties as a Steward; and
- e. Employees, who are Stewards, shall not suffer any loss of wages or benefits as a result of time spent on their duties during regular working hours, but there shall be no compensation to Employees, who are Stewards, for time spent on other duties outside regular working hours.

The Employer shall provide reasonable access to bulletin boards for the posting of Union notices. The Local shall be given reasonable access to the interschool mail system and electronic mail to deliver reasonable amounts of information to the school for Local members.

#### **ARTICLE 10 – HOURS OF WORK**

- 10.01 a. Employees shall be paid for actual hours worked, except where otherwise specified in this Agreement. Regular part time Employees shall have all benefits contained in this Agreement pro rated according to the number of hours per day or per year worked, unless otherwise specifically noted in this Agreement.
- b. A regular full time Employee shall normally be scheduled to work 5 days per week, 35 hours per week. The regular hours of work shall normally be scheduled between 7:00 a.m. and 6:00 p.m., as assigned by the Employer.
- c. Days and hours of work for Information Technology Support Specialists shall vary according to the Employer's requirements and shall not exceed, on average, 80 hours bi-weekly.
- d. A Regular full time Educational Assistant shall normally be scheduled to work for 5.5 hours a day between 7:00 a.m and 6:00 p.m., as assigned by the Employer.
- 10.02 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 work day and all hours worked on that day shall be compensated at one and one half (1 ½ ) times the regular rate of pay.
- 10.03 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 work day.

- b. Restrictions with respect to split shifts shall not apply to Student Monitors.
  - c. Split shifts for Administrative Assistants shall only occur with the consent of the affected Administrative Assistant.
- 10.04 a. Every Employee who works 4 or more consecutive hours, shall be entitled to an unpaid meal break of not less than ½ hour, at a pre-determined time to be scheduled by the Employer after consultation with the Employee. An Employee shall be entitled to elect an unpaid meal break of up to 1 hour per day, if such Employee normally took such time as of date of signing, or if operational requirements will permit.
- b. Every Employee who works 6 or more consecutive hours shall be entitled to two 15-minute paid rest periods at a pre-determined time to be scheduled in advance by the Employer, after consultation with the Employee. Every Employee who works more than 3 but less than 6 consecutive hours shall be entitled to one 15-minute paid rest period at a pre-determined time to be scheduled in advance by the Employer, after consultation with the Employee.
  - c. All meal and rest breaks are non-cumulative and, operational conditions permitting, shall be taken at the scheduled time.
- 10.05 a. Except in case of emergency, or with the consent of the Local, a change in hours of work or shifts shall not occur without consultation and at least 15 days' notice to the Employee.
- b. Normal weekly or daily hours of work may be varied for summer or winter hours without such advance consultation.
- 10.06 An Employee who works less than 12 months shall not be required to work during the following times when the school system is closed:
- i. Christmas Break;
  - ii. March Break;
  - iii. July and August, unless prior to June 15th the Employer has requested the Employee to work during specified portions of July and/or August. Any such work shall be paid straight time at the applicable rate, or granted time off in lieu of pay at straight time rate if approved by the Employer. Barring exceptional operational requirements, the normal work year for an Employee who works less than 12 months shall commence no earlier than August 15th of any year and terminate no later than the first full week of July of the following year.
- 10.07 The Employer may, in its discretion, offer temporary work assignments to regular part time Employees within such classification who apply for such work, provided such applicant is qualified to do the work and can do so without interfering with her/his regular part time work.
- 10.08 Within any classification, the Employer shall exercise its reasonable best efforts to ensure availability of work across the Region remains consistent within each classification - i.e. in deciding whether an in-service or marking and prep day is to be a work day.

- 10.09 Subject to the Employer's right to manage the work force pursuant to Article 8 Employers Rights the Employer shall notify, by September 1st of each year, the anticipated specific dates that Employees are expected to work within each classification. Such notice shall advise all school-based Employees of employment requirements on in-service, marking and prep and organizational days.
- 10.10 a. Operational conditions permitting, the Employer agrees to assign not less than 2 days per school year (for 10-month employees) and 2 days per calendar year (for 12-month employees) for mandatory in-service training of regular full time and part time Employees. Such days shall be scheduled on teacher in-service days. The Employer shall designate the place of work on such days and each Employee shall be responsible for her/his own transportation to such site, subject to the provisions of Article 13.01.
- b. On teacher in-service days where in-service programs or employment are not provided, such Employee shall have the option of either:
- i. with the consent of the Employer, attendance at work to perform such duties, either within or outside classification, as the Employer shall reasonably determine; or
  - ii. crediting such pay against any accrued lieu time, overtime, vacation, etc.; or
  - iii. a day off without pay.
- c. An Orientation Day shall not count as an in-service day.
- 10.11 Administrative Assistants and Library Staff shall return to work and be employed no less than ten (10) working days either prior to the start of the school year in September or directly after the school closes in June.

The Employer will notify the Administrative Assistants and Library Staff by June 15<sup>th</sup> or two weeks before the Employees' last workday in June of the intended dates of the ten (10) additional days (beyond the 195 working days) for the following school year.

Educational Assistants shall have a working year of 190 days. **Educational Assistants will be paid vacation pay on the provincial teacher's conference day and provided the employee's pay is not smoothed may be paid vacation pay on marking and grading days that occur at times other than at the end of the school year.**

- 10.12 During the life of the contract the parties agree to meet annually in the Joint Consultation Committee to assess any budgetary change that provides for additional allocation of hours to Administrative Assistants.

Additional hours allocated to schools/locations shall be offered as operationally possible and with the agreement of the Employee as follows:

1. Regular Full-time Employees in school/location by seniority; followed by
2. Regular Part-time Employees in school/location by seniority.

The total hours allocated shall not exceed forty (40) hours per week for Regular Employees. Hours added should be considered regular hours of work.

Additional hours worked by Employees over eight (8) hours per day and eighty (80) hours bi-weekly, under this Article, shall be paid at overtime rate.

Additional hours remaining after the above mentioned distribution shall be allocated as operationally possible to available personnel.

#### ADDITIONAL STUDENT MONITORING HOURS

- 10.13 It is possible that changing needs within a school may require the provisions of additional student monitoring support or replacement of existing staff who are no longer available to a school without the creation of a new position. Such hours **are strictly casual in nature but, will be added, either temporarily or permanent for the balance of the school year**, to the assignments of Educational Assistants who are presently in place within the school, by seniority on a voluntary basis and as operationally possible. Educational Assistants will have right of first refusal for all such available work. **For clarity, the additional student monitor work is separate and apart from the Educational Assistant duties and on days when students are not in attendance, Student Monitoring work is not available, nor compensated.**

For the term of this Agreement, Educational Assistants assigned general student supervision for 1.5 hours or less per day will be paid their Educational Assistant rate for such hours provided at the time the hours are offered, the Employee agrees to work the hours on a consistent basis for the balance of such assignment. Additional student supervision hours worked on an ad hoc basis will be paid the casual rate.

### **ARTICLE 11 - CANCELLATION OF WORK**

- 11.01. The following provisions apply to all members of the bargaining unit:

- a. Cancellation of work due to inclement weather, road conditions or other such factors shall be the decision of the Employer.
- b. Notice will be provided to Employees by unpaid public service messages over local radio stations and the CCRSB Website as close to 6:30 a.m. as practicable.

- 11.02. 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 canceled 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 (including all persons employed by the Board) 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.

- 11.03 Except where the Employer has reassigned pursuant to (d), all Employees covered under this Collective Agreement shall not be required to report to work and shall not suffer a loss of salary or benefits when their work location has been closed:

- a. to students because of inclement weather or

- b. an order by an official body for reasons of health, security and/or safety.
  - c. However, such Employees will be expected to work and to respond to normal fluctuations in day to day work, attend in-service programs and attend Employer and school-based meetings, committees (excluding Occupational Health and Safety Meetings), functions without additional pay.
  - d. For reasons other than inclement weather, the Employer may reassign an Employee to an alternate work location where the Employee's work location has been closed or is known in advance that it will be closed provided such reassignment is operationally practical, reasonable and otherwise safe.
- 11.04 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 regular pay.
- 11.05 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 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 (if available), etc.;
  - iv. not being paid.

**Notwithstanding 11.05, on days when schools are closed it is the responsibility of the non school-based Employee to make every reasonable effort to arrive at his/her work location as scheduled, however, Employees will suffer no loss of pay or benefits if they are unable to report to work at the scheduled start time of their shift or if the employee must leave work early due to weather and/or road conditions to a maximum of two (2) hours per shift. It is the responsibility of the Employee to advise their immediate supervisor and other affected employees of such circumstances at the earliest possible time on that specific date.**

## ARTICLE 12 - PERSONNEL FILE

- 12.01 There shall be one official personnel file for each member of the bargaining unit, to be used in decisions respecting the terms and conditions of employment of that Employee. Access to such files shall be available to Employees for viewing, upon request to the Employer with a minimum of twenty-four (24) hours notice. Such appointment shall be during normal Board office hours and shall occur in the presence of a person authorized by the Employer. Copies of personnel file material shall be provided to the Employee upon reasonable request.
- 12.02 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.
- 12.03 Notice of a disciplinary action which may have been placed on the personnel file of an Employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 12.04 a. Employees shall have the right to reply in writing to any document placed in her /his personnel file and such reply shall become part of the Employee's personnel file. An Employee shall be permitted to insert in her/his personnel file any document relevant to employment, including letters of commendation and meritorious conduct.
- b. The Employee may request and the Employer shall provide copies of all documents contained in the personnel file.
  - c. The Employer shall restrict access to confidential personnel files on a need-to-know basis.

#### **ARTICLE 13 – TRAVEL**

- 13.01 a. Any kilometrage must be approved in advance by the Employer. An Employee whose job assignment requires attendance at various locations of work will be paid a kilometrage rate which shall be at the rate established by the Board and reviewed on April 1 of each year. The Employee shall not be provided kilometrage to and from the Employee's place of residence.
- b. Where transportation is not provided by the Employer, in-service kilometrage shall be at the rate established in 13.01(a).
  - c. Insofar as is practical, Employees shall endeavor to travel together when attending the same meeting or in-service.
- 13.02 No Employee covered under this Agreement shall be required to transport Public School students of the Board in their personal vehicle.
- 13.03 The Employer may specify those classifications that require a valid driver's license and motor vehicle as a condition of employment.

#### **ARTICLE 14 – OVERTIME**

- 14.01 "Overtime" shall mean overtime authorized or approved in advance by the immediate supervisor.
- 14.02 a. Overtime shall not be paid until the Employee has worked at least seven (7) hours in one (1) day, or at least thirty-five (35) hours in one week.

- b. Overtime shall not include extra time worked which is less than fifteen (15) minutes per shift, but if extra time worked is over fifteen (15) minutes, a minimum of one (1) hour of overtime shall be paid, including the first fifteen (15) minutes.
  - c. Notwithstanding 14.02(a), overtime for Information Technology Support Specialists shall only be paid after ten (10) hours work in any one (1) work day or for hours worked over 80 hours bi-weekly.
- 14.03 a. Where operational conditions so require, overtime shall be mandatory. The Employer shall first seek Employees from amongst those who normally perform the work. Where voluntary overtime cannot be obtained in such manner, mandatory overtime shall be assigned equitably amongst Employees who normally perform the work.
- b. Notwithstanding the foregoing, a part time Employee who regularly works less than 25 hours per week shall, with the exception of in-service days, be relieved from working extended hours, if there are good reasons why such Employee cannot perform such extended hours.
- 14.04 Overtime shall be paid to Employees covered by this Agreement at one and one-half (1½) times the Employee's regular rate of pay, for all approved time.
- 14.05 Overtime compensation shall be paid, unless both the Employee and the Employer mutually agree that time off be granted in lieu of pay, and there is mutual agreement when the time off is to be taken. Lieu time must be taken by March 31<sup>st</sup> of every year, however, if there are exceptional circumstances as determined by the employer, lieu time will be paid out by March 31<sup>st</sup> of every year. Such time off shall be equal to one and one-half (1½) times the number of hours worked.
- 14.06 An Employee who is required to work for more than 10 consecutive hours shall be provided a meal allowance at the rate approved for Board members.
- 14.07 An Employee shall not be required to take lay-off during regular hours in order to equalize any overtime worked. Notwithstanding the foregoing, the hours of work for Information Technology Support Specialists may be adjusted by the Employer to control overtime as described in Article 14.02(c).
- 14.08 An Employee who is absent on approved time-off with pay during her/his scheduled work week, shall, for the purpose of computing entitlement to overtime, be considered as if the employee had worked during the regular hours during such absence.
- 14.09 An Employee who is not at work and who is called out and required to work outside their regular working hours, other than overtime, shall be paid a minimum of three (3) hours pay at the employee's overtime rate, or at time and one-half for all hours worked, whichever is greater.

## ARTICLE 15 - HOLIDAYS

- 15.01 a. Qualifying regular full time and part time Employees shall be entitled to the following paid holidays:
- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 7. Labour Day       |
| 2. Good Friday            | 8. Thanksgiving Day |
| 3. Easter Monday          | 9. Remembrance Day  |
| 4. Victoria Day           | 10. Christmas Day   |
| 5. Canada Day             | 11. Boxing Day      |
| 6. 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 Culture.
- d. Provided that 10 month (school-based) Employees as defined in this Agreement shall qualify for Canada Day but shall not qualify for the First Monday in August.
- 15.02 a. An Employee shall be entitled to be paid for a holiday only if she/he has worked the Employee's scheduled work day immediately preceding and immediately following the holiday. Paid leave of absence will be counted as time worked.
- b. When a holiday falls within a period when an Employee is on authorized sick leave, or on other authorized paid leave, and the Employee qualifies pursuant to Article 15.02a., 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 pay based on the hours and days normally worked per week.
- 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 she/he shall be paid at overtime rate for the hours worked on a paid holiday, and she/he shall be given another day off with regular pay at a time mutually agreed by the Employer and the Employee.

## ARTICLE 16 – VACATIONS

- 16.01 The vacation year shall be January 1 to December 31 each year.
- 16.02 a. Regular full-time employees (12 month or 10 month) shall receive annual vacation with pay as follows:

- i. less than 1 year of completed continuous service: 4% of the Employee's gross wages during the preceding calendar year;
- 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 30 years of continuous service: 6 weeks.

Provided, however, that Employees shall not have their pre-existing vacation entitlement reduced as a result of the above-noted chart.

- b. Regular part time Employees shall have vacation entitlement pro-rated in comparison to regular full time Employees.
  - c. Vacation entitlement is earned for time worked and/or paid to Employees. Nevertheless, and subject to the other provisions of this Article, annual vacation entitlement shall be claimable on January 1st of each year in which it is earned. In the event of lay-off or termination, any vacation pay paid out in advance of actually being earned shall be immediately repayable by the Employee. Vacation entitlement shall not accrue when an Employee is on unpaid leave of absence of more than 90 days in any calendar year. 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.
- 16.03 a. Unless otherwise authorized by the Employer, a school-based Employee shall not schedule vacation time during the times when school is in session.
- b. Vacation pay for a school-based Employee shall be paid during the Christmas and March Breaks and the balance thereof shall be paid to the Employee during December of each year, and in any event no later than December 15th. 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, an Employee who works beyond the normal school term (12 month Employee) shall take vacation entitlement during July and August as approved by the Employer.
  - d. Employees may be required to take vacation during a regularly scheduled Central Office summer shut-down, provided notice thereof is posted by the Employer on or before April 30th.
  - e. Vacation pay for 12 month Employees shall be paid at the time of the vacation.
- 16.04 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. Notwithstanding Article 16.02 (a), employees with 20 **or more** 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. 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. 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. A vacation shall commence immediately following an Employee's scheduled days off.
  - f. The Employer reserves the right at its sole discretion, to limit the number of Employees on vacation at any time.
- 16.05 The Employer will reschedule vacation credits if an Employee is seriously ill prior to her /his scheduled vacation and submits a claim for sick leave credits in place of vacation entitlement by way of a medical certificate from a legally qualified medical practitioner to substantiate the seriousness of the illness. If an Employee is hospitalized during vacation and claims sick leave credits, the vacation days during which she/he was hospitalized will be rescheduled, provided adequate proof of such hospitalization is given to the Employer.
- 16.06 **Any periods during the year, except in exceptional circumstances, that Employees will not be entitled to use vacation will be identified by September 30<sup>th</sup> for the upcoming vacation year, January to December.**

## ARTICLE 17 - SICK LEAVE

- 17.01 a. Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents the Employee from performing work for the Employer, and for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from work due to illness or injury as described above.
- b. In order to qualify for sick leave with pay, an Employee must satisfy the Employer that they have an illness or injury and:
- i. is unable to perform the normal duties of their position;
  - ii. is unable to perform reasonable alternate duties which the Employer is prepared to assign; and

- iii. has the necessary accrued sick leave credits.
- 17.02 a. **A Regular** full time Employee shall accumulate 1 ½ days for every 20 days worked, to a maximum of **195 days**, claimable over 195 working days. **A Regular part time Employee shall accumulate sick leave on a pro rated basis in accordance with their regular hours to a maximum of 195 days.**
- b. Sick leave claimed per day shall be according to the number of hours per day the Employee regularly worked prior to commencement of sick leave.
  - c. It is agreed that unused sick leave credits accumulated by Employees in the bargaining unit up to December 31, 1998 shall remain available until used, and thereafter the maximum accumulation at any given time shall be 195 days.
- 17.03 Notification of accumulation of sick leave credits will be shown on the Employee's pay advice.
- 17.04 a. A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave.
- b. Accumulated sick leave credits shall be recorded by the Employer according to accrued hours, not days - i.e. 7 hours for each day accrued for a regular full time Employee. Use of sick leave credits shall be reduced in increments of not less than 1 hour.
  - c. Sick leave benefits may be used for serious pregnancy related illness(es).
- 17.05 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 **whenever possible**. The Employer shall from time to time designate the person and phone number to be contacted.
- b. Employees, or their designate in exceptional circumstances, who are on sick leave must notify their immediate supervisor 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.
- 17.06 a. The Employer and the Union acknowledge the financial viability of the sick leave plan is based in large part on the honor system, without proof of illness for each absence.
- b. Notwithstanding 17.06 (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, 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 Local 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.

c. 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.

17.07 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 17.06. 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. **Costs for any such medical examination will solely be the responsibility of the Employer.**

17.08 a. Where an illness is considered by the Employer or the Local 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 17.08 (a) shall be interpreted to restrict the Employer's right to discipline, independent of such treatment program.

17.09 A medical leave of absence without pay **will** be granted to an Employee who does not qualify for paid sick leave, **due to depletion of sick leave**, and who is unable to return to work at the expiry of sick leave benefits.

## ARTICLE 18 – WORKERS' COMPENSATION

18.01 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:

a. the supplementing ("topping-up") of pay (excluding the first 2 days following a compensable injury *when an Employee can use their sick leave accumulated credits to a maximum of 100%*) up to a maximum of 85% of the net pay of the Employee, as calculated in accordance with the *Workers' Compensation Act*, and

- b. the continuation of the payment of the Employer's share of any benefit plan premiums during the period of such top-up.
- c. Provided, however, that the value of such top-up shall be *prorated* and charged against accrued sick leave. Such top-up shall expire upon depletion of accrued sick leave.
- d. Except where otherwise specifically provided, an Employee in receipt of Workers' Compensation shall not accrue additional sick leave, holiday, bereavement leave or other paid leave of absence during such compensable leave, nor shall such Employee make claim for such benefits, except for a claim on sick leave for top-up purposes as described in this Article.
- e. An Employee shall continue to accrue vacation entitlement while off on Workers' Compensation coverage for a maximum time period not exceeding twelve months. Provided however that such entitlement to vacation pay shall only accrue after such Employee has returned to regular employment for not less than 90 calendar days.
- f. Time off for such vacation entitlement shall be deemed to have been taken while off on Workers' Compensation and accrued vacation pay shall be given to the Employee upon completion of the 90 day qualifying period.
- g. Any Employee on Workers' Compensation benefits shall keep the Employer informed of the status of the injury and inform the Employer immediately upon notification from the physician of the expected date of return to work.
- h. Where an Employee is injured on duty and is receiving Workers' Compensation benefits, the Employer shall grant to the Employee an unpaid medical leave of absence so that the Employee does not have to draw from accumulated sick leave, except as drawn pursuant to the top-up provisions of this Article.
- i. Employees requiring medical attention as a result of injury on duty during working hours will not lose pay or time spent seeking medical attention on the day of injury. Transportation and personal emergency assistance will be provided by the Employer when reasonably available.

## **ARTICLE 19 - WAGES AND METHOD OF PAYMENT**

- 19.01 a. The Employer shall pay to each member of the bargaining unit, by means of direct bank deposit, the amount of pay earned by the Employee in the preceding period, minus authorized or required deductions, commencing on the second Thursday of August of each school year and every alternate Thursday thereafter, to and including July 31st of the following year. Whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the immediately preceding school year, then the first pay date in place of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August. In years in which there is a three (3) week span between the second Thursday in August and the last pay date in July, the employees shall be notified of the first pay date for August in their first pay in June. Notwithstanding the foregoing, a school-based Employee shall generally receive 22 bi-weekly pays each work year, provided that she shall be provided the option of having bi-weekly pay at 10/12 of

their regular rate, with the remaining 2/12 to be payable during the months of July and August.

- b. The Employer shall notify each Employee no later than September 15th of each year of the deductions to be made on behalf of such Employee. Thereafter, the Employee shall be advised of any changes to such deductions within 21 days of such change.
  - c. Upon not less than 10 working days notice, an Employee shall be entitled to change the designated account or bank/trust company/credit union to which deposits are made.
- 19.02 The payments in June of any year shall be adjusted to ensure that such payments represent the difference between the applicable earned income and the amount which had been paid commencing with the second Thursday in August of the preceding year, minus authorized deductions.
- 19.03 Notwithstanding any provision herein, any overpayment made to an Employee who will not be returning to the employ of the Employer for the next school year shall be deducted in full no later than the last pay period prior to June 30th. The scheduled repayment of any overpayment of an Employee who will be returning to the employ of the Employer in the next school year shall be scheduled with equal payments over a repayment term by December 31 each year. Undue hardship will be taken into consideration on a case-by-case basis.
- 19.04 Employees who begin employment between pay periods will be paid on the next regularly scheduled pay day or, where the Employer concludes time will not permit, then the following pay day with applicable adjustments provided the required paperwork is submitted from the Employee to the Board's central office.
- 19.05 All Employee deductions for benefits for school-based and 10-month Employees shall be made in equal deductions from all pay periods during the period from September 1st of one year to June 30th of the following year.
- 19.06 Employees who leave the employment of the Employer will have all necessary deductions made from their paycheck no later than the last regular paycheck paid to such Employee.
- 19.07 a. The hourly rates of pay as set forth in Schedule "A" of this Collective Agreement shall apply.
- b. **Employees in the bargaining unit will receive the applicable bargaining unit rate for all hours worked including casual hours in their classification.**
- 19.08 An Employee who is required for a period of more than ten (10) consecutive working days to do the work of a higher-rated classification within the bargaining unit shall receive the minimum rate for that higher position, such rate to be adjusted retroactively after completion of the ten (10) consecutive working day period.
- 19.09 The payroll period shall consist of 14 consecutive days, beginning Sunday and concluding Saturday, two weeks hence.

- 19.10 Until adjustments are otherwise required, the bi-weekly pay will be calculated by multiplying the anticipated bi-weekly regularly scheduled hours by the Employee's rate of pay.
- 19.11 The Employer agrees that during the life of the Collective Agreement, each Employee will be given access to a computer station and, with password protection, will be able to retrieve and print a statement of their earnings and deductions.  
The Employer agrees to provide, as part of an in-service, a training component to assist all Employees with the introduction of this technology.

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

## ARTICLE 20 – SENIORITY

- 20.01 Seniority shall denote the length of service, expressed in years, with the Employer. Length of service shall be calculated from the date of hire by the Employer to a regular full time or regular part time position.

Term Employees will not have their employment with the Employer counted as seniority within the bargaining unit nor will their name(s) be placed on the seniority list. However, if a Term Employee is the successful candidate for a regular full time or regular part time position, their seniority will be recognized to the beginning of the Term Position provided that there has been no break in service, and the employee has successfully completed a probationary period in accordance with Article 7 – Probationary Employees.

- 20.02 a. The Employer shall maintain one seniority list for all regular full time and regular part time Employees within each classification, showing the name of the Employee, employment status, employee classification, work location and seniority.
- b. **The Employer shall, by October 30<sup>th</sup> each year, update and post by electronic means the seniority list for each classification as of the preceding June 30<sup>th</sup>.** On or before November 30<sup>th</sup> of each year, any Employee may challenge her/his position on the seniority list as far back as the previously approved list, by filing a written notice of objection with both the Local and the Human Resources Department. The Employer and the Local shall then resolve the matter after hearing the Employee's representations. **In the event the Employer and the Local are unable to reach agreement on the list, 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.** After all such challenges have been settled, the seniority list shall be deemed approved by both the Employer and the Local and shall be conclusive evidence of the seniority of such Employee, until such time as a new seniority list is updated and approved.

The Employer agrees to post an **electronic** copy of the corrected/amended seniority list in the same manner as the original seniority list was distributed.

- 20.03 In cases where Employees have the same seniority according to the seniority list, such tie shall be broken by giving preference to the Employee whose last digit of her/his social

insurance number is higher. If the digits are equal, then preference shall be given to the Employee whose last 2 digits are higher.

- 20.04 a. An Employee who accepts employment with the Employer outside the bargaining unit shall retain **and accrue** seniority for a period of 12 months subsequent to date of leaving the bargaining unit. **Such period may be extended with consultation amongst the Employer, the Union and the affected Employee and such extension will not be unreasonably denied, but shall not exceed an additional 12 months. During the extended period in excess of the 12 months subsequent to leaving the bargaining unit, the Employee shall continue to pay union dues in order to retain but no longer accrue their seniority in the bargaining unit; failure to do so will mean all seniority shall lapse.**
- b. Any laid-off employee offered work normally performed by a **casual** employee shall do so without affecting their 24 consecutive month period of layoff.
- 20.05 An Employee's seniority shall be lost, the Employee's name will be removed from the seniority list and the Employee's employment therefore terminated when:
- a. The Employee is discharged for just cause and not reinstated.
  - b. Resignation by the Employee, provided such action is not revoked by the Employee within 48 hours.
  - c. The Employee is on layoff or an expired authorized leave of absence and fails to respond to a notice, sent via registered mail, to return to work within 7 days after notification has been sent to the Employee.
  - d. An employee on Layoff will have a maximum of twenty-four (24) hours 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 is absent from work in excess of three (3) consecutive working days without notifying the Employer. The employee may be reinstated if they establish to the satisfaction of the Employer that their absence arose from a cause beyond their control and it was not possible for the employee to notify the Employer of the reason for their absence.
  - g. The Employee retires.
- 20.06 An employee who is absent due to illness, worker's compensation or long-term disability, shall retain her/his right to her/his position (provided such position exists) for two (2) years. The Employer may fill the position on a temporary or term basis during the 2 year period. An employee returning to work after this 2 year period shall be offered placement options as set out in the Layoff and Recall Article. In the event an employee is no longer able to document her/his absence as a result of an illness, worker's compensation or long-term disability, she/he will return to work or shall lose her/his seniority and employment status.**

## ARTICLE 21- LAY-OFF AND RECALL

- 21.01 Prior to any lay-off decision, the Employer will examine potential advantages of natural attrition and retirement. A lay-off can include a reduction in regular hours, or an elimination of a position. For Educational Assistants, a layoff occurs when, as a result of the annual staffing process, a regular full time or regular part time Employee has been declared surplus upon completion of the fourth round of Educational Assistant postings.
- 21.02a. Both parties recognize that job security should increase in proportion to length of service. Where operational requirements permit, and where the Employee has the necessary skill and ability, in the event of lay-off, Employees shall be laid off within classification in reverse order of seniority provided the more senior Employee(s) have the necessary skill and ability for the positions which remain at the site. A more senior employee within that Classification and site may accept a voluntary layoff in place of a more junior employee in that Classification and site provided the remaining Employee(s) meet the necessary skill and ability (due to bona fide requirements) remaining at site. If there is more than one volunteer, the most senior Employee may accept the voluntary layoff. **An Employee who accepts a voluntary layoff does not have displacement rights, only recall rights as set out in this Article.**
- b. Laid off employees will be given first opportunity for recall to vacant regular and/or vacant term positions within their classification **of equivalent or less hours** for which they have the necessary skill and ability and in the order of their seniority in accordance with this agreement. Thereafter, all remaining vacant positions will be posted within the bargaining unit. **No new employee shall be hired in a classification until all Employees in that classification on the recall list or Employee's who have accepted reduced hours have had an opportunity to vacancies.**
- c. If the Employee accepts a term position via recall, they will not be offered any other term positions, unless for a gain in hours. However, they will be offered Regular positions in accordance with **this Article**. Movement to such positions will be **as soon as operationally reasonable and practical**.
- d. In the event existing schools, central or field offices are combined placing all Employees in a single location and the Employer identifies a surplus position for reduction, Employees in the same classification affected by the combination will be laid off in reverse order of seniority within classification at the new site. Where there is more than one Employee at the work site/location within the same classification identified by the Employer for reduction, the most junior Employee in the classification will be the identified Employee subject to lay-off. A more senior Employee within that classification and site may accept a voluntary layoff in place of a more junior Employee in that classification and site provided the remaining Employee(s) have the necessary skill and ability (due to bona fide requirements) for the positions remaining.
- 21.03 Both the Union and the Employer recognize the operational requirement to minimize 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.
- 21.04 a. The Employee, **other than Information Technology staff**, in receipt of a layoff notice is entitled to the following options:
- i. To accept any vacant regular or vacant term position within the same classification **of equivalent hours** within 25 kilometers of the laid off

employee's last school or work site for which they have the necessary skill and ability by training and experience (due to bona fide requirements). **Only** if there are no such positions, the Employee may then choose to:

- (a) accept layoff; or
- (b) accept any vacant regular or vacant term position of **equivalent or less** hours; **or**
- (c) displace the least senior regular **or probationary status** employee on the seniority list within the same classification and equivalent hours within 25 kilometers of the laid off employee's last school or work site, if one exists; **or**
- (d) **Only if no position in (c) exists, the employee may choose to displace the least senior regular or probationary status employee on the seniority list within the same classification and less hours within 25 kilometers of the laid off employee's last school or work site, if one exists.**

- ii. **Notwithstanding the above, if there are no work sites or schools within 25 kilometers of the laid off employee's last school or work site, the employee may exercise their displacement options, if applicable, at the next closest school or worksite.**

b. **An Employee displaced as a result of (c) or (d) above** will be entitled to the following options:

- i. To accept any vacant regular or vacant term position within the same classification **of equivalent hours** within 25 kilometers of the displaced employee's last school or work site for which they have the necessary skill and ability by training and experience (due to bona fide requirements). **Only** if there are no such positions, the Employee may then choose to:
  - (a) accept layoff; or
  - (b) accept any vacant regular or vacant term position of equivalent or less hours; **or**
  - (c) displace the least senior regular **or probationary status** employee on the seniority list within the same classification and equivalent hours within 25 kilometers of the laid off employee's last school or work site, if one exists; **or**
  - (d) **Only if no position in (c) exists, the employee may choose to displace the least senior regular or probationary status employee on the seniority list within the same classification and less hours within 25 kilometers of the laid off employee's last school or work site, if one exists.**
- ii. **Notwithstanding the above, if there are no work sites or schools within 25 kilometers of the laid off employee's last school or work site, the employee may exercise their displacement options, if applicable, at the next closest school or worksite.**

- c. **An Employee displaced via the process described in c or d above is on layoff and subject to recall provisions as set out in this Article.**
- d. An employee will have a maximum of two (2) working days to exercise their rights after receiving a lay-off notice or being displaced. **The two (2) working day period will begin at the time of electronic notification to the employee advising of lay-off. Notwithstanding, the employer will attempt to verbally advise employees of their lay-off prior to sending the electronic notice.**
- 21.05 **For Employees within Information Technology, layoffs will be done in reverse order of seniority within classification and recalls done in order of seniority within classification. The Employer will consult with the Union prior to the reorganization of the workload and placement of staff.**
- 21.06 It shall be the duty of every Employee on lay-off to advise the Employer of current mailing address, Board email 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.
- 21.07 A school-based 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.
- 21.08 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, **but within the bargaining unit**, during the balance of the period for which 15 days' notice was not provided. **Where operationally reasonable and practical to do so, such reassignment to other duties will be done at the Employee's current work site.**
- c. The procedural requirements of Article 21 do not apply to normal lay-offs of school-based Employees in July and August.
- d. The foregoing provisions apply to Employees hired into Regular full time or Regular part time positions who have not yet completed their Probationary Period, except that the advance notice required shall be at least 5 work days.
- 21.09 The Employer will provide laid off members of the bargaining unit first opportunity to perform work outside the bargaining unit **but within the laid off employee's classification that is normally performed by Casual Employees. In order to be considered for such work, the laid off Employee, within thirty (30) days of notification of layoff, will advise the Employer of their interest to perform said work.**
- 21.10 Where an Employee's position is relocated, such Employee shall be offered the position in the new location.

- 21.11 The Employer shall give notice of recall either by direct telephone communication or by electronic means.
- 21.12 **Positions available for recall will be posted electronically for two (2) working days. By making application to recall positions in this process, the Employee acknowledges acceptance of the position, if the successful applicant. In exceptional circumstances, the Employer may schedule a meeting between the successful applicant and the immediate supervisor for the purposes of discussing the specifics of the position.** 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.
- 21.13 If the layoff lasts for more than twenty-four (24) consecutive months, without recall, the layoff shall become termination of employment and recall rights shall lapse.
- 21.14 Notwithstanding Article 21.11, acceptance of a term position shall extend the twenty-four (24) month layoff period by the length of the term position. A regular Employee who accepts a term position shall retain her/his status as a Regular Employee.
- 21.15 Notwithstanding any other provision in this Agreement, an Employee who has had a reduction in hours may remain in that position at the reduced hours. If the Employer reinstates or increases the hours of the position, the incumbent employee may obtain the increased hours without competition.
- 21.16 Where **Educational Assistant hours are reallocated once the staffing processes for the current or upcoming school year begins, the position will be offered, in order of seniority, to laid off Educational Assistants. If there are no more senior Educational Assistants on lay off,** the following procedures will apply:
- a. An Employee at the originating site may volunteer to take the position at the new location, provided she/he has the necessary skill and ability (due to bona fide requirements) for the new position. If there is more than one volunteer, the most senior Employee shall be transferred, provided the needs at the originating site can continue to be met by the remaining complement of Employees.
  - b. If there are no volunteers, the most junior Employee at the originating site will be offered the position at the new location, provided she/he has the necessary skill and ability (due to bona fide requirements) for the new position, and the needs at the originating site can continue to be met by the remaining complement of Employees.
  - c. If the needs of the originating site cannot be met by the remaining Employees due to a bona-fide requirement being performed by the least senior Employee at site, the next least senior Employee at the originating site will be offered the position at the new location.
  - d. Should the Employee identified for relocation refuse the position at the new location, that Employee shall be served with a layoff notice in accordance with this Article but shall not be entitled to displacement rights during the school year, unless the relocated position is a reduction of hours.
- 21.17 All benefits for laid-off Employees will terminate upon the effective date of her/his layoff unless otherwise identified in this agreement.

## TECHNOLOGICAL CHANGE

21.18 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 an 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.

21.19 Employee who is laid off or terminated as a consequence of technological change shall be entitled to exercise placement rights pursuant to Article 21. Prior to 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.

21.20 **Notwithstanding any other provision of this Collective Agreement, the Employer and the Union may amend the layoff and recall processes as set out above provided such amendments are mutually agreed.**

## **ARTICLE 22 – STAFFING**

- 22.01 a. When a vacancy or new position occurs within the bargaining unit which the Employer intends to fill, the Employer agrees to post the vacancy on the CCRSB Website. Such posting shall be for a period of five (5) working days. The posting will include position title, nature of the position, the necessary skills and abilities required for the position, qualifications as required for the position, anticipated hours of work, anticipated start date, anticipated end date if applicable, location and rate of pay. Nothing in such job posting shall be deemed to be a guarantee of job conditions.
  - b. Employees wishing to be considered for a posted position will be required to complete an online application before the expiration of the five (5) working day posting period, clearly setting forth the required information.
- 22.02 a. For the purposes of filling a vacancy, including any promotion, selection shall be made upon the objective criteria of experience, job performance, ability and qualifications. The Employer shall determine the weight to be given to each such criteria. The Employer shall be required to apply such objective criteria in the same fashion to all applicants in a fair and reasonable manner. Following the Employer’s assessment of each applicant the Employer shall select the most qualified candidate. Provided that when other factors are relatively equal between or amongst the most qualified applicants, seniority shall prevail.

The employer may advertise vacancies for persons outside the bargaining unit concurrently with the internal posting process described in this Article, but no consideration shall be given to any external applications until the Employer has reviewed all applications from Employees in the bargaining unit and determined that

there is no internal applicant who has met the objective criteria as per Article 22.02(a) above.

In filling vacancies, the position will be awarded to the successful applicant as soon as operationally 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.

The Board shall post the names of the successful applicants on the Board's website within twenty (20) days of the approval of the successful applicant.

- b. Where an appointment is made in accordance with this article, the Employer shall, where requested by the Employee, give an unsuccessful applicant for a position the reasons why she/he was unsuccessful and advise what that person might do to improve job opportunities in the future.
  - c. 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).
  - d. Notwithstanding any of the above, the Employer may, by mutual agreement, award a position to the most senior internal applicant without conducting interviews. Such appointment shall be "without prejudice or precedent" to either party.
- 22.03 In the event of a transfer or promotion, the Employer shall have the right to place the successful applicant in the position on a trial period not exceeding 6 months. Conditional upon satisfactory service, such trial, transfer or promotion shall become permanent. In the event the Employer concludes that the successful Employee is unable to adequately perform the duties of the new position during the trial period, such Employee shall be returned to her/his former position without loss of seniority. The same shall apply to other Employees affected in secondary positions as a result of such return.
- 22.04 Any member of the bargaining unit assigned to a temporary acting position outside the bargaining unit shall accrue seniority and retain all benefits and other accruals under this Collective Agreement during such temporary assignment. Provided that such assignment outside the bargaining unit shall not exceed 12 months where created by a leave of absence, or 6 months otherwise, unless both parties hereto agree to such further extension.
- 22.05 Notwithstanding Article 8, Employer's Rights, no Employee shall be arbitrarily transferred from one position to another.
- 22.06 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such Employee's regular position, shall not have the original regular rate of pay reduced while so temporarily employed.
- 22.07 If the qualifications for a job which has been posted are materially changed after the job has been posted but before it is filled, the job shall be posted again, setting forth the revised qualifications before an appointment is made.

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

- i. all such requests shall be submitted **in writing** to the Coordinator of Human Resources;
- ii. **involve two (2) employees within the same classification and hours of work;**
- iii. **have the approval of the immediate supervisors for the two positions.**

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

### **Staffing Procedures – Educational Assistants**

- 22.09 a. The Board shall make its reasonable best efforts by June 15 of each year to formulate a staffing proposal for the following school year. The Board will notify the Union if this is unattainable. The staffing proposal shall identify all vacant and term positions which are then known.
- b. Once the above noted staffing formula is known, within seven (7) working days, the Board shall post on the CCRSB website a list of all regular positions available for the upcoming school year. Regular status employees only shall be permitted to apply for these regular positions **and shall have a maximum of two (2) days to make application for these positions.** Employees who accept a position in this round are then ineligible to apply for another position unless such position would result in an increase in working hours.
- c. Following the completion of the above-noted transfer round, the Board shall post on the CCRSB website a list of all remaining regular positions (positions remaining unfilled from the transfer round described above plus any new regular positions that have resulted in the movement from the transfer round) and term positions. Only Regular status employees in receipt of a surplus notice **or who have accepted a reduction in their regular hours** shall be permitted to apply for these positions and shall have a maximum of two (2) days to make application for these positions. Employees who accept a position in this round are then ineligible to apply for another position unless such position would result in an increase in working hours.
- d. Following the completion of the second posting round (surplus round) as described above, the Board shall post on the CCRSB website a list of all remaining positions. Such positions will be posted as term positions and be only open to Regular status employees who are in receipt of a displacement/surplus notice **or who have accepted a reduction in their regular hours** and to external applicants in accordance with Article 22.02 above. Employees who accept a position in this round are then ineligible to apply for another position unless such position would result in an increase in working hours.

- e. At any time during the Educational Assistant staffing process, employees who accept a position in the above-mentioned posting rounds are ineligible to apply for another posted position unless such position would result in an increase in working hours.

### **ARTICLE 23 - JOINT CONSULTATION COMMITTEE**

- 23.01 The Joint Consultation Committee as in force at the signing of this Collective Agreement will continue.
- 23.02 The Committee shall be composed of an equal number of representatives from both the Employer and the Union, to a maximum of four from each Party. The Joint Consultation Committee will exchange information, ideas and opinions on educational and operational matters and will work cooperatively to deal with issues of common concern to both the Local and the Employer.
- 23.03 The Joint Consultation Committee will not be a forum for the discussion of grievances. The ERO from NSGEU is a member of the Joint Consultation Committee and shall participate at their discretion.
- 23.04 The Joint Consultation Committee does not have the power to amend, modify, delete or add to this Agreement.
- 23.05 The Committee shall meet at least three times during each school year, and such additional times as shall be mutually agreed upon by the Parties.
- 23.06 A Chairperson will be designated by both the Employer and the Union and the Chairperson will alternate preparing the agenda and presiding over the meeting. The recording of minutes shall be alternated between the Parties and the recorder shall be responsible for distributing the minutes to all committee members within two (2) weeks following the meeting. A copy of the minutes will be forwarded by the Chairperson to the Employee Relations Officer of NSGEU, and the Director of Human Resources Services.
- 23.07 Employees shall not suffer loss of pay or benefit for attendance at such meetings and the Employer will reimburse Committee members for mileage, as per Board guidelines, if applicable.

### **ARTICLE 24 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 24.01 a. An Employee may be disciplined, suspended or discharged for just cause.
  - b. Where an Employee is required to attend a scheduled disciplinary meeting with the Employer, prior to such meeting, the Employer shall advise the Employee that she has the right to be accompanied by an available Shop Steward or other representative of the Union.
- 24.02 An Employee shall be notified in writing of any disciplinary action, and such notification will be copied to the applicable Local President and the Employee Relations Officer within 48 hours of the Employer's decision.

- 24.03 Wherever reasonably practical, the Employer shall discuss with an Employee performance or behaviour problems, so that such Employee can be informed and permitted the opportunity of correction.
- 24.04 Whenever the Employer deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction the Employer shall, within 10 days thereafter, give written particulars of such censure to the Employee, with notice to the applicable Local President and the ERO.

## **ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES**

- 25.01 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 the Employee's 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 Shop Stewards and Union Representatives who shall be responsible for the handling of grievances within the bargaining unit.
- 25.02 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.
- 25.03 a. 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 or other Local representative. Such shop steward or Local representative 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 Local representation, the Union shall be advised of the outcome of any such meeting with an Employee.
- b. 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.
- c. 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.
- d. 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.
- 25.04 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.

25.05 Step One - Informal Complaint Resolution

The Employee shall discuss the matter complained of with the Employee's Immediate Supervisor within ten (10) working days of the time the Employee became aware of, or ought to have reasonably known, the circumstances giving rise to the grievance. The Employee may have a Steward present. The Immediate Supervisor shall render a decision within ten (10) working days of discussing the matter with the Employee.

25.06 Step Two

If the reply of the immediate supervisor is not acceptable to the Employee or if Step One was not followed, then the matter shall be forwarded to the applicable Coordinator of Human Resources, or designate, for a Step Two review within 10 working days of the time the Employee became aware of, or ought to have reasonably known, the circumstances giving rise to the grievance, or within not more than 10 working days of the Supervisor's reply or deemed reply in Step One. Such written grievance shall bear the signature of the Grievor, 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 applicable Coordinator of Human Resources, or designate, shall render a decision in writing within 10 working days, failing which the grievance shall be deemed denied.

25.07 Step Three

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

25.08 Step Four

Failing settlement at Step Three, the Union 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.

25.09 Failure to have a Union official present at any Step of the grievance procedure will not invalidate the grievance.

25.10 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 Union Employee Relations Officer. Such Officer shall reply to the Employer's complaint in writing within 10 working days of receipt of the complaint. If the reply of the Officer is not acceptable to the Employer, the Employer may, within 10 days from the date the Employer receives the Officer'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.

25.11 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 Officer of the Union, or their designate, in writing, at Step Two of the grievance procedure at any time within 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.

- 25.12 Any step of the grievance procedure may be omitted by the mutual consent, in writing, of both parties.

### ARBITRATION

- 25.13 Both parties agree that arbitration shall be by way of a single arbitrator. Within 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 **Workforce Development** to make an appointment of such arbitrator.
- 25.14 The arbitrator shall meet with both parties as soon as reasonably practical after the appointment, and in any event, not more than 60 days following date of such appointment, unless both the Employer and the Union otherwise agree. A pre-condition of such appointment shall be the agreement of the arbitrator to render a decision within 45 days following completion of the arbitration hearing, which time limit shall not be waived by either party. The decision of such arbitrator shall be final and binding upon the Employer, the Union and all members of the bargaining unit.
- 25.15 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.
- 25.16 Unless the arbitrator considers that the circumstances otherwise warrant, each party shall share equally in the costs, expenses and fees of the arbitrator.
- 25.17 The time limits contained in this Article are mandatory and no arbitrator shall have the power to amend such time limits, nor proceed with the grievance with respect to which there has been a breach of the time limits, unless such breach constituted a minor technical violation of not more than 48 hours and which did not materially prejudice the rights of the Employer. Subject to such proviso, failure by the Union to proceed to the next stage of the grievance procedure within the time limit specified shall constitute abandonment of the grievance. Where the Employer has failed to provide a reply within the time specified, such reply shall be deemed to be negative and have been made on the last day for such reply. Thereafter, the Union shall be required to proceed to the next Step within the stipulated time limit. The time limits contained in this Agreement may be extended by mutual agreement of the parties, but only if such extension and mutual agreement is forthwith confirmed in writing by the requesting party.

### DUTY TO WORK

- 25.18 a. An Employee shall not refuse to perform an assigned duty or task simply because she/he believes that the terms of this Agreement have been violated. Subject only to the right to stop work pursuant to the *Occupational Health and Safety Act*, the Employee shall perform the disputed task and grieve later.
- b. An Employee or group of Employees who believe they are required to work under conditions which are contrary to the *Occupational Health and Safety Act* shall have

the right to file a grievance at Step Three of the grievance procedure for preferred handling.

## ARTICLE 26 - LEAVES OF ABSENCE

### BEREAVEMENT LEAVE

- 26.01 a. When a death occurs in an Employee's immediate family, he/she 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 and grandchild, step-grandparent, step-grandchild and foster children living in the same household as the Employee. Entitlement to such compassionate leave shall be for purposes of grieving and shall be taken at the time immediately following the death.
- b. An Employee shall be granted one day (with pay if scheduled to work) to attend the funeral of the Employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- c. In addition to a. and b. above, a compassionate leave, without pay, of an additional two days may be granted if the Employee is required to attend at the funeral outside the Province of Nova Scotia **or when the Employee is required to travel a significant distance within the province of Nova Scotia.**
- d. The Employer may grant additional bereavement leave, with or without pay where it deems circumstances so warrant.
- e. Where the memorial service or interment for the immediate family pursuant to Article 26.01a 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.

### JURY OR WITNESS DUTY

- 26.02 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 jury selection or actual jury duty **or when subpoenaed as a witness in cases where the Employee is not a party** 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 **or witness** duty shall return to complete that part of the work shift that she/he would have missed had the jury duty continued. The Employee shall be paid not more than a regular day's pay that would have been earned, had the Employee actually reported for work. Upon request, the Employee shall present proof of jury **or witness** service and the amount of any monies received for such jury duty.

## UNPAID LEAVE OF ABSENCE - GENERAL

26.03 A general Leave of Absence without pay may, operational conditions permitting and at the discretion of the Employer, be granted to a Regular full-time or Regular part-time Employee for a period not exceeding 12 consecutive months.

## UNPAID LEAVE OF ABSENCE - UNION BUSINESS

26.04 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 Provincial Executive Committee, NSGEU, for the attendance at Executive Meetings; or
- b. as a NSGEU 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.

- c. In addition to the foregoing, an Employee who is elected or seconded to a position with the Union may apply for a leave of absence without loss of seniority and negotiated benefits. No more than one such leave application shall be granted at any time. Such leave shall not be unreasonably denied by the Employer. The Employee shall receive her/his pay and benefits as provided for in this Agreement, upon the undertaking of the Union to reimburse the Employer for all pay and benefits during the period of such leave, which shall not exceed 12 months without the consent of the Employer.

26.05 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 benefits during the period of absence.

26.06 Leave of absence for the full time President of the NSGEU shall be granted in accordance with the Memorandum of Agreement #2 between the parties, which shall form part of this Agreement.

## PREGNANCY, PARENTAL AND ADOPTION LEAVE

### Pregnancy

26.07 The Employer shall not terminate the employment of an Employee because of her pregnancy.

- a. An unpaid pregnancy leave of seventeen (17) 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 seventeen (17) 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 her leave or her 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 26 may be granted sick leave in accordance with the provisions of Article 17.

#### Parental Leave

- 26.08 a. An Employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) 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 26.08 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 fifty-two (52) weeks after the pregnancy 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.

#### Parental Leave for Spouse

- 26.09 The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 26.07,
- (a) shall begin on such date coinciding with or after the birth of the child as the employee determines; and

- (b) shall end not later than fifty-two (52) weeks after the pregnancy leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.

#### Parental Leave for Adoptive Parents

26.10 An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of the adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. This leave,

- (a) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
- (b) shall end not later than fifty-two (52) weeks after the leave began.

#### Resumption of Work

- 26.11 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 26.07 and 26.08 the Employees shall resume work in the same positions 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, extended health, group life, and any other Employee benefit plan shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.
  - e. The replacement Employee for a pregnancy/parental/adoption leave will be granted the rights and privileges of a Term Employee, except that the specific termination date may vary because of the resumption of work of the incumbent Employee in accordance with Articles 26.11.

#### Supplementary Employment Benefits

26.12 If a regular full time or regular part time Employee on pregnancy, **parental** or adoption 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 Memorandum of Agreement #3.

### Medical and Dental

26.13 In the event no other reasonable accommodation can be arranged, a regular full time or regular part time Employee shall be entitled to a paid leave of absence not exceeding 1 day, to a cumulative total not exceeding 3 per year, to attend a medical or dental appointment of the Employee. **The Employee has the option of making up the time within 30 days provided the immediate supervisors agrees.**

### Family Leave

26.14 Where an Employee is the only person who can be made available to care for the medical needs of a seriously ill member of the immediate family, as defined in Article 26.01 a, 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. These sick days are not to be used for medical or dental appointments for immediate family, unless the appointment is with a medical or dental specialist and scheduling is beyond the control of the Employee. 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.

### Return from Leave of Absence

26.15 Employees returning from a paid or unpaid leave of absence shall have any pre-existing accrued benefits reinstated as of date of return to work.

### Tuition Waiver

26.16 To the extent that it does not add additional incremental costs to such programming, the Employer agrees to waive the tuition fees for courses taken by Employees through the Employer's Adult Education Programming.

### Graduation Day Leave

26.17 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.

### Compassionate Care Leave

26.18 Employees who have been employed with the Board for at least three (3) months and who require Leave to look after and care for a family member as set out in Article 26.01 (a) of the Collective Agreement shall be permitted an unpaid Leave of Absence of up to eight (8) weeks duration to provide this care and support. Employees shall provide upon request to the Board confirmation from a legally qualified physician that there is a significant risk of death within twenty six (26) weeks of the commencement of the Leave. The Leave of Absence ends upon the death of the family member, when Employees would commence bereavement leave, or the expiration of the Leave. The Leave may be taken in periods of not less than one week's duration.

Employees should determine the availability and eligibility of Employment Insurance prior to the commencement of this leave. Employees should be aware that Employment

Insurance eligibility is subject to change and should be determined under existing legislative allowances.

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

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

### Special Leave

26.19 The Employer, in its sole discretion, may grant to a Regular full time or Regular part time Employee special leave without pay or benefits, for such a period as the Employer determines.

## **ARTICLE 27 - PENSION PLAN**

27.01 a. The parties agree to cost share equally the premium cost of participation in the Province of Nova Scotia Public Service Superannuation Plan. Such equal contributions shall include amounts as set under this Pension Plan both above and below YMPE.

The Pension Plan shall be covered in the mandate of the Benefits/Pension Committee of this local.

b. During an Unpaid Leave of Absence, unless otherwise employed and contributing to another pension, Employees who wish, can opt to continue their pensionable service under the Public Service Superannuation Plan (PSSP).

Employees who opt to continue pensionable service shall contact the benefits/wellness office prior of the commencement to such Leave.

From the date of signing, ten (10) month and ten and a half (10.5) month Employees who wish to contribute to the Province of Nova Scotia Superannuation Plan shall notify the Benefits Office of such a determination, prior to the lay-off period. Subject to eligibility under the Plan regulations, Employees who so opt shall be required to contribute both portions (Employer-Employee) of premium costs.

### Retirement Course

27.02 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.

## **ARTICLE 28 - BENEFIT PLANS**

28.01 a. The parties agree to participate in the Province of Nova Scotia Consolidated Health and Dental Plan. Employees and Employer are subject to the conditions as set out in the Plan and agree to participate on a **65%** Employer and **35%** Employee cost-shared basis.

- b. 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.
- c. 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.

- 28.02 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(s). The Employer agrees that time approved by the Employer for the local instructors training and/or to attend meetings called by the Plan(s) 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/Pension Committee of this local.
- 28.03 The Employer's contributions under this Article shall only apply when the Employee is actively working, on approved maternity, adoption and parental leave, on paid Leave of Absence or on an unpaid Leave of Absence of less than 180 days unless otherwise employed, 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. The parties agree that these allowances are subject to the Provincial Health and Dental Plan text.
- 28.04 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.
- 28.05 An Employee may only be exempted from contribution to the Medical Health Plan if proof of spousal coverage under another comparable plan is provided to the Employer.
- 28.06 Regular part-time employees shall pay their full share (**35%** Employee) for such entitlement in Group Insurance, Medical Health and Dental Plan, as eligible.

#### Benefit Plans

- 28.07 The parties agree that the allowances in relation to Benefit Plans are subject to the rules and regulations of the Group Insurance plans.

#### EMPLOYEE ASSISTANCE PLAN

- 28.08 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 **\$27,508.14 for December 1, 2010 to November 30, 2011 and \$27,671.49 for December 1, 2011 to November 30, 2012**, 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.

#### PROFESSIONAL DEVELOPMENT FUND

- 28.09 a. The Board shall provide a Professional Development Fund of up to a total of \$8,000.00 in each year of the Agreement for individual Employees to participate in job-related training and development. **A maximum of 50% of the annual allocation will be carried forward into the next year if funds are remaining.**
- b. The Professional Development Fund will be administered by the Director of Human Resources Services, or designate. The administration of the fund will fall within the mandate of the Joint Consultation Committee.
- c. Applications for approval may be made for workshops, seminars, courses and conferences which:
- i. Are a credit towards a certificate or upgrading;
  - ii. Are directly related to the work for which the Employee is or will be responsible.
- d. Applications for approval shall be submitted to the immediate supervisor, then forwarded to the Joint Consultation Committee or designate, 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.
- e. Employees must apply and receive approval prior to their attendance at any workshop, seminar, course, or conference. To qualify for reimbursement, the Employee must apply within sixty (60) days of completion of such workshop, seminar, course, or conference. Verification of successful completion must be provided at that time.
- f. Workshop/seminar/course/conference expenses include registration, tuition, and other approved fees, kilometrage, accommodations and meals where applicable. Accommodation may be paid up to a maximum of **\$140/night**, **\$65/day** for meals, and kilometrage at the current Board rate up to a maximum of 250 kilometres. Receipts must be supplied for all registration, meals and accommodations.
- i. Applications will be pro-rated on a yearly basis (by March 31st of each year). At the end of the year, all applications will be reviewed for reimbursement and will be issued based on the number of applications received.
  - ii. The maximum allowable amount per fiscal year is **\$500** – which includes all expenses.
  - iii. **Board will provide time off and replacement staff, if operationally required.**
- g. Employees shall be limited to two (2) of the following: workshops/seminars/full university courses/conferences per year.

## WELLNESS INITIATIVE

28.10 Effective July 1st of each year, the Board agrees to provide a wellness fund of \$10,000 for the use of the Local members regular full time and regular part time employees who purchase memberships in health and recreation clubs. Employees will annually present such membership fees paid between July 1st and June 30th to the Benefits Committee by July 15th, who will determine the eligibility and the amount payable on a pro-ration basis to each eligible Employee.

## PENSION TRUSTEES

28.11 Any Employee elected to sit as a Trustee on the Board of Pension Trustees will suffer no loss of regular wages and benefits.

## RETIREMENT

28.12 Every Employee who was an Employee of the former Cumberland District School Board as of August 1, 1996, and who remains continuously employed with the Chignecto-Central Regional School Board until retirement at pensionable age (per Article 28) shall be entitled to a lump sum retiring allowance equal to either 25% of the Employee's accrued sick leave accumulation as of January 31, 1999, or 25% of the value of accrued sick leave accumulation as of date of retirement, whichever is less up to a maximum of 45 working days.

- 28.13 a. Employees who are eligible to retire under the Public Service Superannuation Plan (PSSP) and who have 90% or greater of their maximum accumulation set out in Article 17.02 of the Collective Agreement shall be entitled to two (2) weeks' pay at the time of retirement. Such payment shall either be a lump sum cheque payable to the Employee or, at the choice of the Employee, transferred into an RRSP of the Employee, if eligible.
- b. Employees who are eligible to retire under the Public Service Superannuation Plan (PSSP) and who have 75% or greater of the maximum accumulation set out in Article 17.02 of the Collective Agreement shall be entitled to one (1) week's pay at the time of retirement. Such payment shall either be a lump sum cheque payable to the Employee or, at the choice of the Employee, transferred into an RRSP of the Employee, if eligible.

## **ARTICLE 29 - VOLUNTEERS**

- 29.01 **The Employer and the Union agree that volunteers can assist with the work of Employees.**
- 29.02 **Prior to the volunteer providing assistance, the employee will be given an opportunity to provide input on the functions expected to be performed by the volunteer. The volunteer will be given reasonable instructions necessary to perform the functions.**
- 29.03 **An Employee will not unreasonably refuse the assistance of a volunteer.**

- 29.04 **An Employee will not be held responsible for the actions of volunteers or violations by volunteers of Board policy or the law.**
- 29.05 **As a stakeholder group, the Local through the Joint Consultation Committee, will be requested to provide input into the revision of the Board Policy: Use of Volunteers in Schools.**
- 29.06 **The use of volunteers will not cause the layoff or loss of hours to members of the Bargaining Unit.**

### **ARTICLE 30 – NO OTHER AGREEMENT**

- 30.01 The Employees shall not be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 30.02 All attachments to this Collective Agreement form and are part of this Agreement.
- 30.03 The Employer and the Union agree to share equally in the costs of printing and distributing this Collective Agreement to the Employees. The Employer shall also provide Employees with copies of available booklets describing any applicable Benefit Plans. The Employer accepts no responsibility for changed or outdated material with respect to such Plans.

### **ARTICLE 31 - DURATION AND TERMINATION OF AGREEMENT**

- 30.01 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 30<sup>th</sup> day of June **2012** or until a new Collective Agreement is signed between the parties.
- 30.02 Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.
- 30.03 On or after January 1, **2012** either party to this Agreement may request the other part to negotiate a new Agreement, or to agree to an amendment to this Agreement, by giving written notice of such intention.
- 30.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted 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.
- 30.05 This Agreement and everything contained therein will ensure to the benefit of and be binding upon the Parties hereto, their successor and assigns, respectively.
- 30.06 Employees who have left their employment with the Chignecto-Central Regional School Board between July 1, **2010** and the signing date shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by the Employer to the employee's last known address provided to the Employer that she/he has sixty (60) calendar days in which to claim any retroactive payment.

### Schedule A

Classification	Current Rate	July 1, 2010 Rate	Signing	July 1, 2011 Rate
Administrative Assistant, (school based and central office based), Central Office Receptionist				
Step 1	\$17.04	\$17.21	\$17.21	\$17.38
Step 2	\$17.90	\$18.08	\$18.08	\$18.26
Step 3	\$18.75	\$18.94	\$18.94	\$19.13
Central Office Clerk, HR Clerk and Finance Clerk				
Step 1	\$17.21	\$17.38	\$17.38	\$17.56
Step 2	\$18.06	\$18.24	\$18.24	\$18.42
Step 3	\$18.92	\$19.11	\$19.11	\$19.30
Head Payroll Clerk				
Step 1	\$18.07	\$18.25	\$18.25	\$18.43
Step 2	\$18.96	\$19.15	\$19.15	\$19.34
Step 3	\$19.90	\$20.10	\$20.10	\$20.30
Educational Assistants				
Step 1	\$15.16	\$15.31	\$15.31	\$15.46
Step 2	\$15.93	\$16.09	\$16.09	\$16.25
Step 3	\$16.67	\$16.84	\$16.84	\$17.01
Library Specialist I				
Step 1	\$14.81	\$14.96	\$15.11	\$15.26
Step 2	\$15.55	\$15.71	\$15.86	\$16.02
Step 3	\$16.31	\$16.47	\$16.64	\$16.80

Library Specialist II				
Step 1	\$23.96	\$24.20	\$24.20	\$24.44
Step 2	\$25.15	\$25.40	\$25.40	\$25.66
Step 3	\$26.35	\$26.61	\$26.61	\$26.88
Librarian (MLIS)				
	\$27.69	\$27.97	\$27.97	\$28.25
Information Technology Support Specialists				
Step 1	\$20.77	\$20.98	\$20.98	\$21.19
Step 2	\$21.79	\$22.01	\$22.01	\$22.23
Step 3	\$22.86	\$23.09	\$23.09	\$23.32
Regional Information Technology Support Specialists				
	\$24.00	\$24.24	\$24.24	\$24.48
Print Shop Technician				
Step 1	\$16.88	\$17.05	\$17.05	\$17.22
Step 2	\$17.73	\$17.91	\$17.91	\$18.09
Step 3	\$18.57	\$18.76	\$18.76	\$18.95
Unionized Student Monitors (Chignecto Family Only)				
	\$14.11	\$14.25	\$14.25	\$14.39
Graphic Designer				
Step 1	\$18.69	\$18.88	\$18.88	\$19.07
Step 2	\$19.61	\$19.81	\$19.81	\$20.00
Step 3	\$20.57	\$20.78	\$20.78	\$20.99

Progression through Step Scale is based on years of service, as follows:

Step 1 - starting hourly rate for classification

Step 2 - applicable after three years of service in classification

Step 3 - applicable after five years of service in classification

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

Robin MacLean, Director of Negotiations & Servicing  
Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

# **MEMORANDUM OF UNDERSTANDING #1**

**Between**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD,  
Hereinafter referred to as the “Employer”**

**And the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,  
Hereinafter referred to as the “Union”**

## **LIST PURSUANT TO ARTICLE 3.06 OF SPECIFIED EMPLOYEES EXCLUDED FROM BARGAINING UNIT**

The parties agree to the following exclusions to the Bargaining Unit:

### **FINANCE DEPARTMENT**

Coordinator of Finance  
Payroll Manager  
Purchasing Agent  
Coordinator of Budget Planning and Control  
Manager of Accounting Services

### **BUSINESS MANAGERS**

Celtic  
Chignecto  
Cobequid  
Nova

### **OTHER**

Executive Assistant to the Superintendent  
Secretary to the Board  
Executive Administrative Assistant to Director of Finance  
Executive Administrative Assistant to Director of Education Services  
Executive Administrative Assistant to Director of Corporate Services  
Coordinator of Human Resources  
Human Resources Administrator  
Operations Administrator  
Communications Officer  
Systems Administrator  
Computer Programmer/Analyst  
Coordinator of Technology  
Information System & Data Processing Manager  
Library Manager  
Benefits/ Wellness Manager

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
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Gary Clarke  
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Robin MacLean, Director of Negotiations & Servicing  
Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

## **MEMORANDUM OF AGREEMENT #2**

**Between**

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

**And the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES Union,  
hereinafter referred to as the "Union"**

### **Leave of Absence for Full Time Union President**

This Memorandum shall form part of the existing Collective Agreement.

1. An Employee who declares their intention to offer for the position of Provincial President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.
2. An Employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term they are to serve up to a maximum of 2 years.
3. Notwithstanding paragraph 2, a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.
4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.
5. Excluding accumulation of sick leave credits, legal counsel protection and other forms of paid leave of absence described in Article 28, all other benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such other purposes, the Employee shall be deemed to be in the employ of the Employer.
6. Notwithstanding paragraphs 2 and 5, the salary and benefits of the President shall be calculated by the Employer and paid to the President by the Employer. The amount of such salary and benefits shall be reimbursed to the Employer by the Union.
7. Upon expiration of the term of office, the Employee shall be reinstated in the position that was held immediately prior to the commencement of leave, if such position still exists, or otherwise to a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.
8. Notwithstanding paragraph 2 or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.
9. Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence. The Employee will not earn vacation while on a leave of absence.

10. The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums and any other benefits made on behalf of the Employee during the period of leave of absence.

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

Robin MacLean, Director of Negotiations & Servicing  
Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

## MEMORANDUM OF AGREEMENT #3

Between

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD**  
hereinafter referred to as the “Employer”

And the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**  
hereinafter referred to as the “Union”

### Supplementary Employment Benefits (SEB) Plan

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

The existing Program is as follows:

1. The objective of the Plan is to supplement the unemployment insurance received by workers for unemployment caused by pregnancy.
2. All **regular** full-time and regular part-time employees are covered by the Plan.
3. The 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.
4. 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.
5. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
6. The Plan is financed from the Employer’s general revenues. SEB payments will be identified separately within the payroll records.
7. Employees must apply for and be advised of qualifications for receipt of EI benefits before SEB is payable.
8. The Employer will inform HRDC of any changes to the Plan within 30 days of the effective date of the Plan.

### **Pregnancy/Birth Allowance**

- (a) **An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has 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.).

- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-five per cent (95%) of her 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) 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.
- (d) To be eligible for S.E.B. the employee must have completed one year of service as a regular status employee.

#### Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has 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.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E. I. benefits the Employee is eligible to receive and ninety-five per cent (95%) of her/his 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) 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.

- (d) **To be eligible for S.E.B. the employee must have completed one year of service as a regular status employee.**
  - (e) **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.**
12. To qualify for SEB, an Employee must commit to an immediate return to work upon completion of pregnancy leave, for a minimum period of one (1) year. As a result, at time of application for SEB, the Employee must sign an agreement to return to work upon completion of pregnancy leave under this Collective Agreement. Any breach of such agreement shall require full repayment of all SEB received by the Employee.

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School Board

Nova Scotia Government and General Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

Robin MacLean, Director of Negotiations & Servicing  
Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

## LETTER OF UNDERSTANDING #4

Between

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

And the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**  
hereinafter referred to as the "Union"

THE PARTIES hereby agree as follows:

1. The Union recognizes an undergraduate degree, plus three (3) years' professional experience, or equivalent\*, as a bona fide minimal requirement for the position of Library Specialist II. However, for those Employees classified as Library Technical Clerks with the Employer as of September 1, 2000, including those Library Technical Clerks on lay-off as of September 1, 2000, the Employer agrees to recognize as equivalent to the foregoing qualifications for the position of Library Specialist II a diploma in Library and Information Technology plus five (5) years' professional experience. \*This does not preclude the Employer from determining that other combinations of education and/or experience are equivalent.
2. Remaining Library Specialist I's who have employment with the Chignecto-Central Regional School Board as of September 1, 2000, will be provided employment with the Board as Library Specialist I's at full-time hours within each Employee's respective family of schools or within 20 kilometres of each Employee's respective place of work until their resignation, retirement, closure of the Library Service (combined Library Specialist I and Library Specialist II) by the Board, the successful appointment to a Library Specialist II vacancy, or the successful application to a position in another classification. The number of positions would be reduced by attrition should any of these Employees leave.

For greater clarity, this job security is provided to:

\*\*omitted

3. The Employer will pay to any Library Specialist I's who enroll in courses in the Library Information and Technology program a minimum of 50% of the tuition for those courses.
4. Without taking away from the foregoing clauses, in the event of Lay-off, Library Specialist I's would only be entitled to bump other Library Specialist I's and Library Specialists II's would only be entitled to bump other Library Specialist II's. The provisions set out in Article 21, Lay-Off and Recall shall be as presently applicable to each group.

For greater clarity, the provisions of clause 2 as it applies to the identified Employees would mean they are retained and employed.

5. The Union agrees that this Letter of Understanding meets the requirements of Article 2.07 (a).

6. The parties agree that the interpretation, application and enforcement of this Letter of understanding are subject to the grievance procedure under the Collective Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

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Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

## LETTER OF UNDERSTANDING #5

Between

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

And the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**  
hereinafter referred to as the "Union"

### ***DEFERRED SALARY LEAVE PLAN***

#### Purpose

1. The Deferred Salary Leave Plan will afford Employees the opportunity of taking a one (1) year or the equivalent of a six (6) month leave of absence, and through deferral of salary, finance the leave.

#### Eligibility

2. Any regular full time or regular part time Employee of the bargaining unit is eligible to participate in the Plan.

#### Application

3. An Employee must make written application to the on or before April 30<sup>th</sup> of the school year prior to the school year deferment is to commence requesting permission to participate in the Plan.
4. Written acceptance, or denial, of the Employee's request, with explanation, shall be forwarded to the Employee by June 15<sup>th</sup> in the school year the original request is made.
5. Approval of individual requests to participate in the Plan shall rest solely with the School Board and a refusal by the School Board to approve an application shall be final and non-grievable.

#### **Payment Formula and Leave of Absence**

6. The payment of salary, benefits, and the timing of the one (1) year or six (6) month leave of absence shall be as follows:
  - i) In each year of the Plan, preceding the year of the leave, an Employee will be paid a reduced percentage of the Employee's applicable annual salary. The remaining percentage of annual salary shall be deferred and this accumulated amount plus interest earned shall be retained for the Employee by the Board to finance the leave.
  - ii) The percentage of annual salary deferred in any one (1) year shall not be less than five percent (5%) and the maximum which can be deferred in any one calendar year is 33 1/3 % and the maximum number of years an Employee can defer is 6.

- iii) The calculation of interest under terms of this Plan shall be done monthly (not in advance.) The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia of the Bank with which the School Board deals.

Interest shall be calculated as above and credited to the Employee's account on the day prior to each of the regular pay dates of the Employee.

**Example – (based on 26 pay periods)**

- i) Rates in effect at end of month of October 1997:

- True savings account .25%
- 1-year term deposits 2.25%
- 3-year term deposits 3.75%
- 5-year term deposits 4.50%

Average 2.6875%

<i>Account</i>	<i>Transaction</i>	<i>Balance</i>	<i>Interest Calculation</i>
Aug. 3	---	---	
Aug. 4	\$500.00 Dep.	\$ 500.00	---
Aug. 17	.52 Int.	500.52	\$500.00 x 2.6875% X $\frac{14}{365}$ = \$.52
Aug. 18	500.00 Dep.	1,000.52	
Aug. 31	1.03 Int.	1,001.55	\$1,000.52 x 2.6875% X $\frac{14}{365}$ = \$1.03
Sept. 1	500.00 Dep.	1,501.55	

**Benefits**

7. While an Employee is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan.
8. An Employee's benefits can be maintained during the leave of absence unless otherwise employed. Employees shall be eligible for Employer's contribution for the first 180 days of their absence; after this time, the premium costs of all benefits shall be paid by the Employee.

9.
  - i) While on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had the Employee not been enrolled in the plan.
  - ii) While on a leave of six (6) months within a school year, any benefits tied to salary level shall be structured according to the salary the Employee would have received during the current school year.
10. Sick leave credits shall not accumulate and cannot be used during the leave.
11. Pension deductions shall be continued during the leave. The leave shall count as pensionable service.
12. Pension deductions shall be made on the salary the Employee would have received had the Employee not entered the plan or gone on leave.
13. On return from leave, an Employee shall be assigned, unless there is mutual agreement, to the same position, or, if the position no longer exists, the Employee shall be governed by the appropriate terms of the Agreement.

#### **Withdrawal from the Plan**

14. An Employee may withdraw from the Plan any time prior to March 1<sup>st</sup> of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the School Board. Repayment shall be pursuant to 16.
15. Notwithstanding Employees who enter the Plan may under exceptional circumstances such as serious illness, death, resignation or early retirement withdraw from the Plan at any time during the year(s) of deferral provided the withdrawal is approved by the School Board. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to 16.
16. If an Employee withdraws, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
17. Should an Employee die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, shall be paid to the Employee's estate.
18. Employees who are discharged and Employees who are terminated in accordance with the provisions of an agreement between a School Board and the Union while enrolled in the Plan shall be required to withdraw and shall be paid a lump sum adjustment of salary deferred to the date of withdrawal, plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

#### **Contract**

19. All Employees wishing to participate in the Plan shall be required to sign the approved contract before final approval for participation is granted.
20. Once entered into, the contract provisions concerning percentage of salary and year of leave may be amended by mutual agreement between the Employee and the School Board.

21. Employees have to return to the employ of the Board for the time equivalent to the length of their deferred leave.

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

Robin MacLean, Director of Negotiations  
Servicing  
For/Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

**MEMORANDUM OF AGREEMENT #6**

**Between**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD  
hereinafter referred to as the “Employer”**

**And the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
hereinafter referred to as the “Union”**

**Regular Status Educational Assistants Currently Working Additional Student Monitoring Hours**

**Regular Status Educational Assistants currently working additional student monitoring hours on a consistent basis and being compensated for such hours at the Educational Assistant rate for the 2010-11 school year will continue to receive and accrue benefits on these hours until such time as there is a break in working these hours, excluding breaks due to layoff and delays in assigning these hours at the start of the school year up to September 30<sup>th</sup>.**

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

Gary Clarke  
Superintendent of Schools/CEO

Robin MacLean, Director of Negotiations &  
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/for Lorna Blair, ERO/Chief Negotiator

Freda Sears (71A), Bargaining Committee

Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee

**MEMORANDUM OF AGREEMENT #7**

**Between**

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD  
hereinafter referred to as the “Employer”**

**And the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
hereinafter referred to as the “Union”**

**Employees Working in Two Locations**

Employees shall not have claim to reassignment/assignment opportunities within any of the schools to which are they are assigned, except for their home school. The home school shall be defined to mean the administrative unit where the Employee works the greatest percentage of her/his time. If the Employee works an equal amount of time at more than one (1) school, then the home school shall be the school closest to the Employee’s ordinary place of residence.

IN WITNESS WHEREOF the parties have signed this Agreement the 4<sup>th</sup>, day of March, 2011.

Chignecto -Central Regional School  
Board

Nova Scotia Government and General  
Employees Union

Trudy Thompson  
Board Chair

Joan Jessome, President, NSGEU

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Christine Rushton (71B), Bargaining Committee

Donna MacGregor (71C), Bargaining Committee

S. Doreen Carrigan (71C), Bargaining Committee