

**COLLECTIVE AGREEMENT**

**between the**

**TRI-COUNTY REGIONAL SCHOOL BOARD**

**and**

**NOVA SCOTIA GOVERNMENT AND GENERAL  
EMPLOYEES UNION**

**Term: April 1, 2009 to March 31, 2012**

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**\* Article changed in this round of negotiations.**

## **\*ARTICLE 1 – PREAMBLE**

1.1 Both parties to this Agreement recognize that:

- (a) The common object of the Employer and its Employees is the rendering of the highest standard of administrative support services possible to the students within the bounds of resources available;
- (b) A relationship of goodwill, respect and dignity is essential between the Employer, the Employees, the students, the parents and all members of the educational community;
- (c) The purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and amicable method of settling differences regarding the same, which may from time to time arise, negotiated by the Employer and the Union for Employees in the bargaining unit; and
- (d) It is also the purpose of this Agreement to encourage efficiency in operations.

1.2 In this Agreement:

- (a) "Agreement" - means this Collective Agreement between the Employer and the Union;
- (b) "Date of Hire" - means an Employee's first day of work as a permanent part-time or as a permanent full-time;
- (c) "Days" - means days exclusive of Saturdays, Sundays or Holidays unless otherwise specified in this Agreement; For employees working less than a twelve (12) month position, the months of July and August will also be excluded for the purpose of the grievance process;
- (d) "Employee" - means an Employee in the bargaining unit employed by the Employer;
- (e) "Employer" - means the Tri-County Regional School Board;
- (f) "Permanent full-time Employee" - means an Employee who is regularly scheduled to work in a permanently established position established by the Employer as a Full-Time position (see Article 8);
- (g) "Holiday"- means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement;

- (h) "Immediate Supervisor" – means the principal (or designate) or other person designated by the Employer;
- (i) "Local" - means the Nova Scotia Government and General Employees Union, Local 74;
- (j) "Parties"- means the Employer and the Union, the signatories to this Agreement;
- (k) "Probationary Employee" - means an Employee during the period of one hundred and twenty (120) days of actual work from the Employee's Date of Hire as a Permanent full-time or as a Permanent part-time Employee;
- (l) "Qualifications" means the technical qualifications and conformance to the job specifications, as identified in the position description;
- (m) "Permanent part-time Employee" - means an Employee who is regularly scheduled to work in a permanently established position established by the Board as a Part-Time position but who works less than the hours scheduled per week for a Permanent full-time (see Article 8);
- (n) "School Year" means the 12 month period commencing August 1st and ending July 31st in the next calendar year;
- \*(o) "Service" means the consecutive months of employment with the employer in a permanent, probationary or term position except as otherwise indicated in this collective agreement. Term service will be included if the service leads to a permanent or probationary status position without any break in service.
- (p) "Substitute" - means an Employee who is employed on an occasional but non-regularly scheduled basis. Substitute Employees normally work when permanent full-time or Permanent part-time Employees are absent from work due to illness, vacation, union business, bereavement leave, holidays, or in cases of emergencies or other unforeseen circumstances. A Substitute Employee may not work on a regularly scheduled basis for more than thirty (30) days of actual work. A Substitute Employee is not a member of the bargaining unit;
- \*(q) "Term Employee" - means an Employee who is employed on a temporary basis of more than thirty (30) days of actual work that is of definite duration defined by reference to time or to an event, to fill a position temporarily vacated by a regular Employee. Term Employees are members of the bargaining unit but have no recall rights, do not acquire seniority.

Positions for which there is no incumbent will be advertised as permanent positions after 135 days and the “term” employee has no prior claim to the position;

- (r) "Union" - means the Nova Scotia Government and General Employees Union;
- (s) “Vacancy”- means there is no bargaining unit incumbent in that position; and
- (t) “10.5 Month Employee” - means an Employee who occupies a permanent full-time or permanent part-time position and is paid annually for two hundred fifteen (215) days as follows; two hundred six (206) working days, and nine (9) holidays together with vacation pay in accordance with Article 11.

1.3 In view of the grievance and arbitration procedures provides in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act* (Nova Scotia), and the Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement.

1.4 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.

## **ARTICLE 2 - RECOGNITION**

- 2.1 (a) The Employer agrees to recognize and does hereby recognize the Union as the sole bargaining agent for all Permanent full-time and Permanent part-time administrative support Employees of the Employer as described in Order #4509 of the Labour Relations Board (Nova Scotia) referred to as Interim Order (i) dated June 20, 1997, as amended.
- (b) The following is a list of exclusions to the bargaining unit described in Article 2.1(a) as determined by the Labour Relations Board (Nova Scotia) and subsequent agreements of the Employer and the Union:
- Employees in the Instructional Support Bargaining Unit (SEIU);
  - Employees in the Operational Support Bargaining Unit (CUPE);
  - Teachers;
  - Supervisors and those above the rank of Supervisor;
  - Communications Officer;
  - Secretaries to the Board;

- Personnel Officer;
- Confidential Administrative Assistant to the Superintendent;
- Confidential Administrative Assistant to the Director of Human Resources;
- Confidential Administrative Assistants to the Director of Programs and Student Services;
- Confidential Administrative Assistant to Coordinator of Labour Relations;
- Confidential Administrative Assistant to Director of Finance;
- Confidential Administrative Assistant to the Director of Operations
- Confidential Administrative Assistant to the Manager of Human Resources
- Coordinators.

2.2 This Agreement applies to:

- (a) Permanent full-time Employees;
- (b) Permanent part-time Employees;
- (c) Probationary Employees from the Date of Hire, except as otherwise provided for in this Agreement; and
- (d) Term Employees except as otherwise provided for in this Agreement.

2.3 No Employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives, which may conflict with the terms of this Collective Agreement.

2.4 It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.

2.5 Where there are more than three (3) Employees at a work location, the Employer shall provide sufficient space and access to bulletin boards for the posting of Union Notices, which shall be accessible to Employees.

2.6 The Employer will permit reasonable use to the Local of the inter school mail delivery system, fax machines, e-mail and telephone services provided that such use is at no additional cost to the Employer.

- 2.7 The Employer will permit Committee and General Membership Meetings of the Local to be held in schools of the Employer provided prior permission is received and providing that the Employer incurs no additional cost to hold such meeting.

### **\*ARTICLE 3 - NO DISCRIMINATION\HARASSMENT**

- 3.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the *Human Rights Act*, and without restricting the provisions of that Act, there shall be no discrimination on account of age (except in accordance with a bona fide retirement plan or policy of the Employer), race, color, religion, creed, sex, sexual orientation, physical disability or mental disability (except where the nature and extent of the disability reasonably precludes the performance of the particular employment or activity), an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, or political belief, affiliation or activity nor by reason of membership or activity (or lack thereof) in the Union.
- 3.2 The Employer shall make reasonable accommodation for the Employees to ensure they are not discriminated against pursuant to the *Human Rights Act* and this Article and the Union shall cooperate with such reasonable accommodation.
- \*3.3 The Employer recognizes the right of Employees to work in an environment free of harassment.

### **\*ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.1 (a) The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees (including Probationary and Term Employees) in the bargaining unit.
- (b) The Union will inform the Employer in writing of the deduction to be made in accordance with Article 4.1(a).
- 4.2 Deductions shall be made from each pay commencing from the date of employment and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by particulars identifying each Employee, employment status and the deductions made on the Employee's behalf.
- 4.3 The Employer agrees to put the Union dues deducted on the Employees' T-4's.
- 4.4 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.

- \*4.5 The Employer agrees to notify the Presidents of the Local, within ten (10) days, in writing or email of job postings, appointments (including term appointments), long term vacancies, reclassification, transfers, exchanges of position, job sharing arrangements (including extensions), resignations, terminations, layoffs and recalls within the bargaining unit.

## **ARTICLE 5 - NEW EMPLOYEES**

- 5.1 The Employer agrees to acquaint new Employees with the fact that a Union Collective Agreement is in effect and provide each new Employee with a copy of the Collective Agreement.
- 5.2 The Employer shall provide new Employees with a copy of their job description and information relating to benefit plans.

## **\*ARTICLE 6 - EMPLOYEE INFORMATION**

- 6.1 The parties agree to have printed in booklet form sufficient copies of this Agreement, the cost of which shall be shared equally between the Employer and the Union.
- 6.2 Upon request an Employee shall be provided with a current job description for their position.
- \*6.3 The Employer shall provide a list in electronic format of the names and addresses of all bargaining unit members. An updated list shall be provided in October of each year.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.1 The Union and the Employees covered by this Agreement recognize and acknowledge that the Employer has the exclusive right to manage the School Board's system and any enterprise in which the School Board is engaged. Without limiting the generality of the foregoing, the Employer has the right to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, determine qualifications, assign work, promote, demote (as a non-disciplinary measure), transfer, layoff, discipline for just cause any Employee covered by this Agreement;
  - (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

express provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be first discussed at a meeting of the Joint Consultation Committee;

- (d) determine the nature of the work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used; and
- (e) study or introduce new or improved methods or facilities, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work or services, and all other matters concerning the operation of the Board's services not specifically restricted in this Agreement.

7.2 All Employees are hired by the Employer and may be temporarily assigned, from time to time, to respond to unforeseen or non-recurring situations, to a school or office building, which requires the Employee's services.

- 7.3
- (a) The Employer agrees during the term of this Agreement not to contract out services presently provided by the Employees in the Bargaining Unit until the Union has been advised of the intent and consulted as per this agreement;
  - (b) The Employer will make reasonable efforts where work is contracted out to obtain positions with the contractor for Employees whose work is contracted out.
  - (c) An Employee who indicates the Employee would like the option to return to the Employee's employment with the Employer within thirty (30) days of the proposed contracting out shall be given three (3) months to return to the Bargaining Unit after the Employee commenced employment with the contractor; and
  - (d) The Employer agrees to be bound by section 31 of the *Trade Union Act*.

7.4 The Employer and the Union agree that neither party will exercise their rights in an arbitrary, capricious or bad faith manner.

7.5 No changes will be made to working conditions, which Employees presently enjoy, and which are not contained in this Agreement until such changes are first discussed with the Joint Consultation Committee.

#### **\*ARTICLE 8 - HOURS OF WORK**

- 8.1
- (a) Subject to Article 8.1(b) and (c) the regular work hours for all Permanent full-time (both 10.5 and 12 month) Employees, shall be thirty-five (35) hours per week, scheduled five (5) days per week, Monday through Friday. The normal

working day shall consist of seven (7) hours scheduled between the hours of 7:30 a.m. and 5:00 p.m.

- (b) Notwithstanding Article 8.1(a) the regular work week for Dispatchers will be forty (40) hours per week scheduled, five (5) days per week, Monday through Friday scheduled between the hours of 7:00 a.m. and 6:00 p.m. except when school is not in session. During March Break, Christmas Break and summer break, the clerk dispatchers shall revert to the normal hours worked by the members of the bargaining unit as per Article 8.1(a) during these time periods with pay to be reduced accordingly.
- (c) Notwithstanding Article 8.1(a) the regular work week for the Occupational Health and Safety Officer will be forty (40) hours per week scheduled five (5) days per week, Monday through Friday.

In recognition of the fact that this classification may have travel responsibilities which may necessitate travel outside normal work hours, such additional time will be banked at the applicable overtime rate and such time will be used during the March break, Christmas break and the summer break.

- \* (d) Notwithstanding Article 8.1(a) the regular work week for the IT Staff will be forty (40) hours per week scheduled five (5) days per week, Monday through Friday.

In recognition of the fact that these classifications may have travel responsibilities which may necessitate travel outside normal work hours, such additional time will be banked at the applicable overtime rate and such time will be used during the March break, Christmas break and the summer break.

It is agreed that all overtime, other than travel time, worked by IT Staff will be accumulated at the rate of one and one-half (1½) times the regular rate for all hours in excess of their regularly scheduled hours.

- (e) Each normal work day shall include a one (1) hour unpaid meal break. The Employer will not prevent Employees from leaving their stations during the lunch break. The meal break may be reduced to one-half (½) hour if mutually agreed by the Employee and the Employer. All existing one-half (½) hour lunch periods shall be continued unless extended by mutual agreement.
- (f) Unless otherwise agreed by the Employer and the Employee:
  - (i) Employees in a position of six (6) or more hours a day are entitled to two (2) fifteen (15) minute paid breaks during their day; and
  - (ii) Employees in a position of three and a half (3½) hours up to but not including six (6) hours a day are entitled to one (1) fifteen (15) minute paid break during their day.

(g) The normal working day may vary for special circumstances in some schools. The Principal/Supervisor, in consultation with the Superintendent will determine the times, provided the complete working day equals seven (7) hours for permanent full-time Employees.

8.2 The normal weekly or daily hours of work may be varied with the agreement of the Local to allow for summer and winter hours or modified work hours (flex time) provided the annual total is not reduced (except as provided in Article 8.1(b)).

8.3 (a) The work year shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer, plus a total of eleven (11) additional days which shall be either immediately after school closing in June, or immediately prior to school opening in September, or a combination of both as determined by the Employer as per the following list:

School Administrative Assistants; and  
Administrative Assistants in CO's.

(b) The work year for twelve (12) month employees will be as per the following list:

Administrative Assistants in CO's;  
Receptionist/ Administrative Assistant;  
IT Support Specialists;  
Occupational Health and Safety Officer;  
Dispatcher;  
Human Resources Administrative Assistant;  
Human Resources Clerk;  
Information Systems Administration and Support Officer  
Information Systems Administration and Design Officer

8.4 An Employee who works less than seven (7) hours per day shall work their hours consecutively and only have hours extended by their required lunch break in their position.

8.5 If the Employer increases the hours currently designated to a position, the incumbent in the position will automatically be given the increased hours. If the incumbent in the position is currently assigned full-time hours, then the priority will be given to employees at that work site, in the same classification, who are permanent part-time employees (by seniority) before new employees are hired to fill the position.

## **ARTICLE 9 - OVERTIME**

9.1 In cases of emergency employees will not unreasonably refuse to report for overtime and call back.

9.2 All overtime must be approved in advance by the appropriate supervisor.

It is recognized that there may occasionally be extenuating circumstances when it is not possible for an Employee to obtain prior authorization for overtime. In those circumstances, the Employer will not unreasonably refuse to compensate the Employee for that overtime.

9.3 Overtime shall be offered to those employees who are willing and qualified to perform the available work.

The opportunity to work overtime shall be offered first to the Employees who ordinarily do the work, which needs to be done.

If the regular employee is not available to do the overtime, then part-time employees (by seniority), working at the same location will be offered the extra hours.

9.4 All time worked in excess of an Employee's regular scheduled working day or working week shall be compensated at the rate of time and one-half the Employee's regular rate of pay. For part-time employees, overtime shall not be paid until the Employee has worked the usual number of hours for a full-time Employee in that classification.

9.5 All work done on Sundays, or all work performed during an Employee's vacation with prior authorization from the Employer, including any of its representatives, shall be compensated at the rate of double the Employee's regular rate of pay.

9.6 Overtime compensation shall be paid in the next pay period. Both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and agree on when the time is to be taken. Such time shall be taken at the applicable overtime rate.

9.7 Ten and one-half (10½) month Employees shall not be required to report for work and are not paid during the following periods when the school system is closed:

- (a) March Break;
- (b) Christmas Break; and
- (c) Summer Break, other than the period set out in Article 8.3(a).

If such Employees are requested to work, and agree to come to work, they will be paid overtime for all such time worked at the applicable overtime rate.

9.8 (a) In situations other than those where Article (9.7) applies, where an Employee has left work for the day and is requested to and agrees to come back for work which occurs before the Employee's next scheduled work, such Employee shall be paid the greater of four (4) hours straight time pay or time and one-half for all time worked.

- (b) There shall be no guaranteed four (4) hours pay (as per “a” above) if the Employee is informed of such work and its starting time before the Employee has left work on the Employee’s last scheduled shift prior to the unscheduled work.

9.9 Work from Home

Where the Employee is required to work at home by computer or telephone, as a service to the Employer, the Employee shall be compensated at the rate of one and one-half (1 ½) time the regular rate of pay rounded to the nearest quarter hour (1/4).

**ARTICLE 10 - HOLIDAYS**

10.1 Permanent full-time shall be given the following paid Holidays:

- (a) New Years Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

- (l) and such other holidays as are proclaimed legal holidays by the Federal or Provincial Government or the Minister of Education.

10.2 Permanent 10.5 Month Employees shall be paid for the above Holidays only if such Employee has received or is entitled to receive pay on the employees last regularly scheduled working day immediately preceding the Holiday, and pay on the employees first regularly scheduled working day immediately following the Holiday which shall include any of the additional 11 days of work scheduled as provided for in Article 8.3(a).

10.3 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 prior to or following the day of rest or another day mutually agreed upon between the Employee and their Immediate Supervisor.

10.4 If a paid holiday falls during the Employee’s scheduled vacation period, the Employee shall be credited with an additional vacation day.

10.5 An Employee who is required to work on a Holiday shall be paid two (2) times the regular rate of pay for the hours worked on the Holiday and shall receive another day off at a time mutually agreed between the Employee and Immediate Supervisor.

**\*ARTICLE 11 - VACATIONS**

11.1 The vacation year shall be August 1 to July 31.

11.2 For Twelve Month Employees, vacations may be taken at any time throughout the twelve (12) month period subject to the operational requirements of the Employer as determined by the Employer. Subject to the foregoing, vacations will be granted in each work location in accordance with seniority and the personal preference of Employees will be considered and will not be unreasonably denied.

11.3 Employees leaving the employ of the Employer prior to July 31<sup>st</sup>, in any year, shall have their termination pay adjusted according to a pro-rated calculation of vacation benefits accrued.

\*11.4 (a) Employees shall accumulate vacation entitlement as follows:

<u>Years of Service</u>	<u>12 month Employees</u>	<u>10.5 Month Employees</u>
less than one year	pro-rated portion of fifteen (15) working days	6 % of employee's gross wages (87.5% of 12 month entitlement)
1 - 8 years	fifteen (15) working days	6 % of employee's gross wages (13 working days)
9 - 17 years	twenty (20) working days	8% of employee's gross wages (17.50 working days)
18 – 27 years	twenty-five (25) working days	10 % of employee's gross wages (22 working days)
28 years and over	Thirty (30) working days	12% of employee's gross wages (25 workings days)

(b) The vacation entitlement of permanent part-time employees shall be pro-rated in accordance with actual duration of service.

(c) 10.5 month employees with vacation entitlement in excess of 6% will have the option of taking that entitlement in excess of 6 % in vacation days rather than wages.

(d) In the ninth year of service, after the anniversary date of hiring, a 10.5 month employee shall be entitled to a portion of the 4.5 extra vacation days for that calendar year.

- 11.5 For Twelve Month Employees, vacation may be re-scheduled before or after its commencement, upon mutual agreement where an Employee is afflicted with a serious illness or injury.
- 11.6 Twelve Month Employees shall earn vacation entitlement equivalent to the number of hours they are normally scheduled to work.
- 11.7 Twelve Month Employees shall be paid for vacation time at the regular rate of pay in effect at the time the vacation is taken. Adjustments to their pay will be made on the appropriate date and paid to the Employees as if they were at work.
- 11.8 An Employee who is not able to schedule all their vacation may carry over up to ten (10) days of such unused vacation to the following years, to a maximum accumulation of ten (10) days. Accumulated days may be used in any one school year.
- \*11.9 Vacation entitlement shall be reflected on the bi-weekly pay stub stating the exact entitlement for the current year.
- 11.10 For 10.5 Month Employees vacation pay shall be paid with each pay in accordance with the percentage entitlement as provided for in this Article.
- 11.11 10.5 Month Employees shall be entitled to take up to five (5) unpaid days during the one hundred ninety-five (195) day school year, such days to be scheduled by mutual agreement between the Employee and the immediate Supervisor of the Employee.

## **ARTICLE 12 - SICK LEAVE PROVISIONS**

- 12.1 Sick leave with pay is granted against accumulated credits. 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 an Employee from performing work for the Employer and for which compensation is not payable under the *Workers' Compensation Act*.
- 12.2 (a) Employees shall earn sick leave credits at the rate of one and one half (1½) days per month of active service to a maximum sick leave accumulation of one hundred ninety-five (195) days.
- (b) Employees shall be allotted their full amount of days for the year in January and be permitted to use them any time during their regularly scheduled year. If the Employee leaves the employ of the Employer, and if they have used more days than they have earned before their departure then the Employer can make deductions from any monies owing the Employee upon departure.

- 12.3 Upon request, an Employee shall be provided with an annual summary of their sick leave entitlement.
- 12.4 A deduction shall be made from accumulated sick leave of all normal Working Days (exclusive of Holidays) absent for sick leave.
- 12.5 (a) An Employee may be required to produce a medical certificate for a period of absence for which sick leave is claimed:
- (i) where the Employee has been absent, or is expected to be absent for more than three (3) consecutive days provided that the Employee is given adequate advance notice by the Employer, or
  - (ii) where the Employer reasonably believes that the Employee is misusing sick leave credits and has provided the Employee with advance notice of the requirement to provide a certificate.

If the advance notice referred to above is not written notice, the Employer will confirm in writing the requirement to provide a certificate.

- (b) Such certificate shall be from a qualified medical practitioner chosen by the Employee and shall notify the Employer whether or not the Employee has been ill, whether or not the illness prevented the Employee from coming to work and when the Employee may return to work. The certificate shall not identify the nature of the Employee's illness, unless otherwise decided by the Employee.
- (c) Where Article 12.05(a)(ii) applies, the Employer may require an Employee to be examined by a mutually agreed alternate medical practitioner or, if the Employer and the Employee are unable to agree, the Employee will designate three (3) medical practitioners.

The Employer may reject up to two of the three medical practitioners designated by the Employee. The Employee shall be examined by one of the medical practitioners not rejected by the Employer. The certificate from the medical practitioner shall advise the Employer whether the Employee has an illness, which requires absence from work. However, the report shall be in general terms and shall not identify the nature of the Employee's illness, unless otherwise decided by the Employee.

- (d) Where pursuant to this Agreement an Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full cost of any such examinations, medical certificate, forms or reports. The cost of providing a medical certificate shall be at the Employer's time and expense.

- 12.6 Employees who are ill shall endeavor to notify the Employer of the expected duration of the illness as early as possible, and shall endeavor to give the Employer the maximum possible notice of their return to work.
- 12.7 Upon return from an illness, the Employer, where supported by medical information, will make reasonable accommodation to accommodate an Employee with light duties. Light duties can include a reduction in hours as well as responsibilities.
- 12.8 (a) Where an illness is considered by the Employer or 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 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 accumulated sick leave in accordance with this Article.
- (b) Nothing in Article 12.8(a) shall be interpreted to restrict the Employer's right to discipline, independent of such treatment program.

### **\*ARTICLE 13 – SENIORITY**

- 13.1 (a) Seniority is defined as an Employee's length of service with the Employer, since the Employee's most recent Date of Hire as an Employee in the bargaining unit less periods of time for which seniority does not accumulate pursuant to this Agreement.
- (b) Notwithstanding any other provision of this Agreement, seniority shall not accumulate (but shall not be lost) when the Employee is on an unpaid leave of absence for more than one (1) year.
- 13.2 The Employer shall maintain a seniority list showing the date upon which the Employee's service with the Employer commenced. Where two or more Employees commenced work on the same date, and have the same total accumulated seniority, preference shall be given to the Employee with the higher last digit of the Employee's Social Insurance Number. If the tie remains unbroken, the higher of the last two digits shall be used. Present potential seniority conflicts will be identified and dealt with through the same mechanism prior to completing the seniority list and thereafter using the same procedure.

An up-to-date seniority list as of December 31 shall be provided to the Union and posted annually in the work place by February 15. Any objections to the seniority list must be made within forty-five (45) days of posting. If no objection is made, the list is

deemed to be correct in respect to that Employee and no further challenge may be made.

\*13.3 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:

- (a) the Employee is discharged for just cause and not reinstated;
- (b) the Employee resigns and does not withdraw the Employee's resignation within three (3) days;
- (c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to the Employee by registered mail, but, if within the seven (7) day period, the Employee notifies the Employer of the Employee's intention to accept such recall, the Employee shall then be allowed two (2) weeks, if employed elsewhere, from the date of such notice of acceptance to report for duty as set forth above;
- (d) the Employee is laid off for more than two (2) years;
- \* (e) the Employee is not able to return to the Employee's position after twenty-four (24) months from the final payment of salary and wages and is not receiving Workers' Compensation and is still not able to return to work; and
- (f) the Employee retires.

If the Employee returns to the employ of the Employer after losing seniority pursuant to this Article, the Employee's seniority will not be restored.

#### **ARTICLE 14 - PROBATIONARY EMPLOYEES**

14.1 Notwithstanding any other provision in this Collective Agreement a newly hired Employee shall be on probation for a period of one hundred and twenty (120) days of actual work from the Date of Hire as a Permanent full-time or Permanent part-time Employee ("Probationary Employee") and shall be subject to the following terms and conditions:

- (a) Probationary Employees will receive an oral evaluation at thirty (30) days, a written evaluation at sixty (60) days and a final written evaluation at the expiry of the probationary period.
- (b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer, and at any time during the probationary period the Employee may be terminated.

- (c) A Probationary Employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Agreement.
- (d) A Probationary Employee shall be obliged to pay membership dues to the Union during any probationary period.
- (e) The Seniority of a Probationary Employee shall, on successful completion of the probationary period, revert back to the Employee's Date of Hire.
- (f) A Probationary Employee is entitled to be credited with sick leave at the same rate as any other Employee during the probationary period but must repay all sick leave taken but not earned if the Employee does not successfully complete the probationary period.
- (g) Probationary Employees shall have the right to grieve.
- (h) If a Probationary Employee is disciplined or dismissed, it shall be deemed to be for just cause and the Board of Arbitration or single Arbitrator shall not have the power to substitute any lesser discipline or penalty.

14.2 A Probationary Employee discharged during the probationary period for unsatisfactory work performance shall be given ten (10) calendar days notice of discharge or pay in lieu of notice.

14.3 If an Employee is recalled to the same position after the summer break, the summer break will not be considered a break in the probationary period. However, if the Employee returns to a different position after the summer break, the Employee must serve the complete probationary period but for seniority purposes service will begin upon the date of the first hire.

14.4 The Employer shall, after the Employee has served satisfactorily in a position on a probationary basis, confirm to the Employee and the President of the Local (in writing) the appointment on a permanent basis within fifteen (15) days of the completion of the probationary period.

14.5 A term employee who becomes a permanent employee, in the same position, at the expiration of the term shall be credited with the days worked in the term position towards the probationary period;

## **\*ARTICLE 15 - JOB POSTING AND STAFF CHANGES**

- \*15.1 When a vacancy in the bargaining unit arises, the Employer will, within seven (7) days, advise the Local Presidents and NSGEU Employee Relations Officer of whether and/or when the vacancy will be posted together with information as to any interim measures to be taken with respect to the vacancy.

When a vacancy in the bargaining unit is to be filled, the Employer shall post notice of the position on the Board's website for a minimum of five (5) working days. Applications for such vacancies shall be submitted through the on-line application system. Those technically unable to apply on-line are required to contact the Human Resources Department for assistance.

"Term Employees" will not have recall rights, layoff rights, seniority rights, and will not have the advantage of their term qualifications being considered as time which will "immediately" qualify them for a permanent position while working in a term position. Term Employees will be considered with outside employees as per Article 15.6.

- 15.2 If the posting is for a Term Position:

- (a) If the term is for a period of less than one hundred ten (110) working days, no Employee in the bargaining unit can apply;
- (b) If the term is for a period of one hundred ten (110) working days or more, any Employee in the bargaining unit can apply and if a permanent bargaining unit employee fills the position they can work in that position until the incumbent returns.

If the term position is extended beyond the end of the first year then the term position will be reposted if the position is held by an employee who is not a permanent employee. The Employer and the Union may agree to extend the term of the non-permanent employee;

- (c) At the conclusion of the leave the permanent employee has the right to return to their original position;
- (d) If the position is vacated by the incumbent, the replacement bargaining unit employee will be able to apply for the posted vacancy and remain in the position until the position is filled; or
- (e) The vacant position will be posted.

Any subsequently created term vacancy need not be posted and may be filled by the Employer.

15.3 The posting will contain a general job description, qualifying requirements, rate of pay, and hours of work, commencement date and other relevant information.

15.4 Subject to Articles 15.1 and 15.8, the Employer shall have the right to fill the position on a temporary basis until a permanent appointment is made.

Where more than one qualified employee works at a single location all hours created by the absence of the full-time employee will be offered to qualified part-time employees (by seniority) who also work at that location before a substitute is offered the work.

15.5 In filling a vacancy in an existing or new position, the candidate's skills, qualifications, and ability, to perform all of the required functions of the work in question within a reasonable familiarization period shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are determined by the Employer to be relatively equal, seniority will govern.

\*15.6 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 fully processed all applications from all permanent Employees in the bargaining unit and found no suitable applicant. If the Employer considers outside applications, the Presidents will be informed of the reasons prior to filling the positions.

15.7 After a position is posted, the position will be awarded to the successful applicant as soon as operationally possible. If there is a significant delay in the commencement date of the position, the reason will be communicated to the successful applicant and to the Local President.

After filing a job vacancy, the Employer will advise the unsuccessful applicants as to the name of the successful applicant.

15.8 For permanent positions all vacancies and all subsequently created vacancies shall be posted.

15.9 If the qualifications for a job, which has been posted, are changed after the job has been posted and before it is filled, the job shall be posted again setting forth the revised qualifications before an appointment is made.

15.10 Prior to filling a vacancy, reasonable consideration will be given to an applicant who does not possess the required qualifications, but is in the process of attaining such qualifications. Such Employee will be given a reasonable period to attain the required qualifications and the right to return to the Employee's former position if the qualifications are not attained within such time.

- 15.11 (a) The Employer shall have the right to transfer Employees before posting vacancies as it deems appropriate to maintain efficient operations, but shall not require an Employee to accept a transfer without the Employee's consent, which would require the Employee to travel in excess of thirty-two (32) additional kilometers (twenty [20] miles) (one way distance) than what is currently travelled to the Employee's present work location.
- (b) The restriction in Article 15.11(a) shall not apply to a circuit administrative assistant who is compensated financially for travel from the administrative assistant's "base" school to other assigned schools.
- (c) If an Employee is assigned a vacant position, which has a lower salary than that of the Employee's former classification, the salary of the Employee shall be "red-circled" for a period of one-year.
- 15.12 When an Employee is the successful applicant, such Employee shall be placed in the position on a trial basis for an established period not to exceed sixty (60) working days. If the individual proves unsatisfactory during the trial period, or if the Employee requests then the Employee shall be returned to the Employee's former position, wage or salary rate, without loss of seniority.
- 15.13 Where technological changes causes the elimination of positions within the bargaining unit, the Board shall make every effort to retain regular Employees if jobs are eliminated by the change and, where feasible, shall provide training to qualify such Employees for other positions, which are available. Employees shall be given a reasonable period of time during which they may have an opportunity to acquire the necessary skill.
- 15.14 From time to time the Employer may request Employees to enroll in job related courses or programs. In such cases the tuition and related expenses shall be paid by the Employer. There shall be no interruptions to the Employee's salary or benefits.
- 15.15 The Employer shall provide a monthly report identifying posting information affecting the movement of employees advising the Presidents of competition number, length of term, position, closing dates, and successful candidates for any position in the bargaining unit.
- 15.16 The Employer shall provide a quarterly report identifying any internal staffing changes, changes in responsibilities or percentage of hours.

#### **\*ARTICLE 16 - LAYOFFS AND RECALLS**

- 16.1 An Employee may be laid off because of shortage of work, shortage of funds, technological change, reorganization of a function, or because of the elimination of a position or classification.

- 16.2 When it is necessary to invoke staff reductions it will be completed, whenever reasonably possible, by resignations and retirements.
- 16.3 All applicable vacancies shall be identified and the Employee shall be assigned to the position of their choice, subject to consideration of the provisions herein.
- (a) If there is more than one Employee affected, their order of preference shall be determined by their order of seniority.
  - (b) If a position is to be transferred to another location and the job remains, the incumbent in the position will follow the position without competition.
  - (c) When schools, departments or offices are scheduled for closure and the administrative personnel are transferred to new locations with no loss or reduction in secretarial assistance to them then secretarial/clerical Employees will also be transferred and after the transfer has been completed, reductions will be done by seniority.
  - (d) Where an Employees position is relocated, the Employee shall be offered the position in the new location. The Employee may decline the offer in which case the Employee will be served with a layoff notice and have the right to exercise their rights under the provisions of this Article 16.
- 16.4 When Employees are to be laid off, the Employer will advise and consult with the Local as soon as reasonably possible after the change appears probable with a view to minimize the adverse effects, of the decision to lay off the Employees.
- 16.5 (a) Thirty (30) calendar days notice of lay offs shall be sent by the Employer to the Local and the Employee who is to be laid off. The affected Employee will declare their intention to accept the layoff or to displace the most junior Employee in the classification within twenty-five (25) calendar days of such notice. Five (5) calendar days notice shall be given to displaced Employee(s) in accordance with this article.
- (b) Notices pursuant to this section shall include the effective date of lay off and the reasons therefore.
- 16.6 In the event of layoffs:
- (a) For the purposes of this Article, "geographical districts" shall mean each of the counties of Shelburne, Yarmouth and Digby;
  - (b) For the purposes of this Article "Tri-County" Regional means the counties of Digby, Yarmouth and Shelburne.

(c) For the purposes of the Article, the “same classification” means:

- 1 School Administrative Assistants  
Central Office Administrative Assistants  
Receptionists/Administrative Assistant  
Dispatchers  
HR Administrative Assistant;  
Human Resources Clerk
- 2 Information Systems Administration and Design Officer  
Information Systems Administration and Support Officer  
IT Support Specialist

All other classifications will be stand alone;

- (d) The Employer shall give a notice of lay-off to the Employee whose position is to be temporarily or permanently affected;
- (e) If there is more than one Employee in the same classification at the work location affected by the lay-off, the most junior Employee shall be laid off provided the senior Employees are, in the Employer’s judgment, able to fully and competently perform the remaining work;
- (f) The Employee in receipt of the notice of lay-off shall be entitled, at their discretion, to displace the most junior Employee in the same classification who is employed in the same geographical district provided the Employee is able to fully and competently perform the work; and
- (g) The Employee who is displaced shall be entitled at their discretion to displace the most junior Employee in the same classification who is employed in the same district as the Employee provided the Employee is able to fully and competently perform the work.

16.7 An Employee will have a maximum of two (2) full days to exercise their rights at any of the foregoing steps of the placement/displacement procedures provided herein.

16.8 Upon recall all Employee benefits accumulated up to the date of their layoff, will be reinstated.

16.9 (a) Employees who are laid off shall be placed on a recall list.

- (b) The Employer shall give notice of recall by registered mail to the Employee’s last recorded address. Employees are responsible for keeping the Employer informed of their current address and telephone number.

- (c) An Employee on layoff will have a maximum of five (5) full calendar days to provide notice of acceptance to a recall to any job. The Employee shall then be allowed two (2) weeks from the date of such notice of acceptance to report for work, if employed elsewhere, without loss of seniority rights.
- (d) If a laid off Employee does not receive a position in accordance with Article 16.3, they will be considered for all temporary work within their classification. The acceptance of such temporary work shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply. During such periods of temporary work, the Employee shall remain on recall.

16.10 Subject to consideration of ability, experience, qualifications, Employees placed on the recall list shall be recalled by order of seniority to any vacant position in the same classification of the Employee. If the position to which the Employee is recalled is outside the geographical district in which the Employee was formally employed, the Employee shall be entitled to refuse the notice of recall without affecting their rights for further recall.

16.11 If the layoff lasts for more than two (2) years without recall, the layoff shall be a termination of employment and recall rights shall lapse.

16.12 No new Employee shall be hired in a classification unless all Employees in that classification on the recall list who are able to perform the work required have had an opportunity to be recalled subject to consideration of ability, experience, qualifications.

16.13 In the event of recalls to positions within a classification, Employees previously laid off from that classification will be recalled to the classification in the order of their seniority.

16.14 It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and telephone number.

\*16.15 The Presidents of the Local and the Employees Relations Officer will be provided with a copy of all lay-off notices and a current seniority list prior to the notices being given to the Employees.

16.16 Where an Employee is placed in a vacancy in accordance with this Article, the Employer shall provide sufficient and adequate orientation to the Employee taking the position.

\*16.17 Employees on lay off, when working casual hours will be paid the applicable rate of pay as per schedule "A".

## ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

- 17.1 The Employer may grant, upon receipt of a written request, leave of absence of up to one year to an Employee, such leave not to be unreasonably refused. By mutual agreement, of the Employer and the Employee such leave may be extended for up to one (1) additional year.

Applications for such leaves of absence are to be submitted in writing to the Director of Human Resources by the following deadlines:

- (1) 10.5 month Employees that apply for a one (1) year leave of absence must submit them on or before April 1. In exceptional circumstances, a leave of absence may be granted with less notice.
- (2) For all other leaves of absence, applications must be submitted sixty (60) days in advance. In exceptional circumstances, a leave of absence may be granted with less than sixty (60) days notice.

An Employee who returns from such a leave of absence shall, after returning to work, enjoy the rights and accumulated benefits she would have had if she had not taken the leave, Upon the Employee's return, the Employer will endeavour to assign the Employee to the same position, or, if the position no longer exists, the Employee will be governed by the appropriate provisions in this Agreement.

10.5 month Employees on a one (1) year leave of absence shall notify the Employer on or before April 15 of their intent to return to the system.

12 month Employees on a one (1) year leave of absence shall give the Employer ninety (90) days notice of their intent to return to the system.

Employees on all other leaves of absence shall give reasonable notice of their intent to return, and if at all possible, no less than thirty (30) days.

If the Employee intends to extend their leave for an additional year (or period of time less than a year) the Employee will make that request at least ninety (90) days prior to their scheduled date of return.

- 17.2 Any subsequent request for leaves of absence shall be at the discretion of the Employer.

- 17.3 Where the leave of absence is in excess of thirty (30) calendar days:

- (a) vacation benefits shall continue to accrue for the first thirty (30) days of absence and shall cease to accrue thereafter; and

- (b) group insurance and medical care benefits will only continue after the first thirty (30) days of absence if the Employee pays, in advance, the full cost of insurance benefits including the Employer's share for the period of absence following the first thirty (30) days of absence. Continuation of medical care and group insurance benefits during any absence is subject to the terms of the applicable plans.

17.4 Sick leave pay shall not be drawn while on leave of absence without pay. Annual sick leave credits will not accumulate if the leave of absence without pay is for more than thirty (30) calendar days.

### **ARTICLE 18 - LEAVE OF ABSENCE FOR POLITICAL OFFICE**

- 18.1 (a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that persons consent, in a federal or provincial election;
- (b) An Employee who is a Candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.
- (c) Where the Employee withdraws as a Candidate and before the election, notifies the Employer of the Employee's intention to return to work, the Employee is entitled to return, to the position the Employee left, two weeks after the notice has been given to the Employer unless the Employer and the Employee both agree to the Employee returning at another time.
- (d) An Employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the Employer and that the Employee wishes their leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.
- (e) An Employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position, which that Employee left.
- (f) The leave of absence of an Employee who is a successful Candidate shall be extended from ordinary polling day of the election of which the Employee is elected until (unless the parties otherwise mutually agree) the start of the next school year after.
- (i) the Employee resigns from the position the Employee was elected where that resignation occurs before the next election;

- (ii) where the Assembly is dissolved for the next election, the date the Employee notifies the Employer that the Employee does intend to be a Candidate at the next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
  - (iv) declaration day for the next election when it is official that the Employee has not been re-elected, whichever is the latest.
- (g) Where an Employee is elected for the second time, the leave of absence of the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.
- (h) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left, or where that position has been filled, or eliminated, to an equivalent position when the leave of absence expires pursuant to paragraph (f).

During the Employee's leave of absence to be a Candidate, the Employee shall not be paid but the Employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and Employer's share of the cost.

## **ARTICLE 19 - LEAVE OF ABSENCE WITH PAY**

### **19.1 Bereavement Leave**

Permanent and Probationary Employees covered by this Agreement shall be entitled to the following bereavement leave:

- (a) When a death occurs in an Employee's immediate family, the Employee shall be granted five (5) consecutive working days immediately following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law where the Employee and the 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, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent and grandchild;
- (b) Employees shall be granted one (1) working day (with pay if scheduled to work) bereavement leave in the event of the death of the Employee's, aunt, uncle,

niece, nephew, brother-in-law, sister-in-law; This leave will be taken no later than the scheduled day of the funeral.

- (c) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, at the discretion of the Employer; and
- (d) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.

## 19.2 Jury Duty and Court Leave

Leave with pay for working days missed shall be granted to an Employee who is called to jury duty or subpoenaed as a witness in cases where the Employee is not a party, provided the pay shall be reduced by the amount of any compensation (excluding expense monies) received by the Employee for such jury duty, or for appearing as a witness. This shall be accomplished through payment of one hundred (100%) percent of the Employee's salary or wages with the Employee being required to endorse the cheque received for jury duty, or for appearing as a witness, upon receipt of same and deliver same to Employer. Upon dismissal by the Court from leave pursuant to this Article the Employee will return to their place of employment if one-half of their regular day is still available for work.

## 19.3 Graduation Leave

An Employee upon request shall be granted one (1) day leave of absence with pay to enable them to attend the graduation ceremonies from a post-secondary institution or a high school outside the geographic boundaries of the Employee, their child(ren) or spouse. The Employee may be granted up to one (1) additional day leave with pay to travel if such graduation ceremonies are outside the Province.

## 19.4 Personal Leave

- (i) Employee's shall be permitted to use up to six (6) days with pay per annum in order to:
  - (a) provide care for illness of a member of an Employee's immediate family; and
  - (b) to attend to medical or dental appointments of the Employee or a member of the Employee's immediate family which cannot be reasonably scheduled outside the normal working hours of the Employee.
  - (c) to attend to emergencies that require the Employee's personal attention.

## ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 20.1 On reasonable notice in writing and where operational requirements permit the Employer may grant a leave of absence without pay to an Employee who is elected or selected:
- (a) as a member of the Board of Directors of the Union for the attendance at Board meetings;
  - (b) as a delegate to attend special conventions, conferences and/or educational programs of the Union and affiliated bodies including the National Union of Public and General Employees Canadian Labour Congress and the Nova Scotia Federation of Labour;
  - (c) as members of standing Committees of the Union for the attendance at meetings of the standing Committees;
  - (d) as members of the Bargaining Union negotiating committee of the Local for attendance at committee meetings;
  - (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour; or
  - (f) for such other Union business as may be authorized by the Union.

Such leaves will not be unreasonably refused. Such leaves shall be without pay but without loss of benefits or seniority during the period of the leave. The Employer will continue the salary and benefits of an Employee, who is granted leave without pay for Union business, and will invoice the Union for the Employee's salary and benefits.

- 20.2 On reasonable notice in writing and where operational requirements permit, an Employee whose is seconded for a position with the Union or any body with which the Union is affiliated may be granted a leave of absence without loss of seniority and benefits during the period of the leave. Such leave shall not be unreasonably refused. The Employer will continue the salary of an Employee who is seconded without pay and will invoice the Union for the Employee's salary and the Union shall reimburse the Employer for all pay or benefits during the period of the leave.

- 20.3 Leave of Absence for Full-time Union President

- (a) An Employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.

- (b) An Employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term she is to serve up to a maximum of two (2) years.
- (c) Notwithstanding article 20.3(b), a leave of absence for a second (2<sup>nd</sup>) and subsequent consecutive term shall be granted where operational requirements permit.
- (d) For the purpose of article 20.3(b) and 20.3(c), the leave of absence shall commence on July 1 and end on June 30.
- (e) All benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs 20.3(b) and 20.3(e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) On expiration the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.
- (h) Notwithstanding paragraph 20.3(b) 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.
- (i) 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.
- (j) 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.

## **\*ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

The Parties acknowledge that benefits will be as provided by the Labour Standards Act.

### **21.1 Pregnant Employee's Rights**

- (a) The Employer may require the Employee to commence leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employers concern and provided the opportunity to provide medical evidence establishing their ability to work.
- (b) Sick leave benefits may be used for pregnancy- related illnesses except when on a leave of absence pursuant to this Article.

## 21.2 Pregnancy Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks;
- (b) An Employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave;
- (c) The Employer may, prior to approving such leave, 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 not 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; and
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin their pregnancy leave. Such notice may be amended at any time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date; or
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original notice; and
- (g) Where notice as required under 21.2(f) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of their leave or return to work.

### 21.3 Parental Leave

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

(b) Where notice is required under 21.3 is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of leave or return to work.

#### (c) Parental Leave Following Pregnancy Leave

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; and

(ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks notice of the date upon which the leave will end.

#### (d) Parental Leave For Spouse

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 21.1:

(i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and

(ii) shall end not later than fifty-two (52) weeks after the parental 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.

#### (e) Parental Leave for Adoptive Parents

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 adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
  - (ii) shall end not later than fifty-two (52) weeks after the leave began.
- (f) If both adoptive parents of a child or children are eligible for parental leave pursuant to Article 21.3, the total leave taken by both Employees shall not exceed fifty-two (52) weeks.

#### 21.4 Rights of Employees on Pregnancy Leave

- (a) If an Employee is entitled to parental 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 expiration of the period referred to in 21.1 or 21.2, she shall resume work in the same position she held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave. Should the position no longer exist the employee will be treated in the same manner she would have been treated but for the leave.
- (c) While 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 the Employee is on pregnancy or parental leave, the Employer shall maintain coverage of medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### \*21.5 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-three per cent (93%) 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) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (e) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.

#### \*21.6 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-three per cent (93%) 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) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (e) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.
- (f) 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.

#### 21.7 Compassionate Care Leave

Permanent Employees eligible for Compassionate Leave shall be entitled to a maximum of eight (8) weeks leave in accordance with the Labour Standards Code for the Province of Nova Scotia.

### **\*ARTICLE 22 - IN-SERVICING AND PROFESSIONAL DEVELOPMENT**

- \*22.1 (a) The Employer shall provide the sum of two thousand five hundred (\$2500) in each year of the Agreement for Employees taking employment related courses commenced and successfully completed. Money not used in one calendar year for courses will be carried forward to the next year to a maximum balance not to exceed five thousand (\$5000) in any given year.

The balance determined as at the date of signing shall be red circled with no new contributions made until the balance falls below the new establish maximum above.

A financial statement will be forwarded to the Local President(s) at the end of the year.

- (b) Guidelines and administration relating to this Article shall be as developed by the Joint Consultation Committee.
- \*22.2 (a) The Employer shall provide the sum of five thousand (\$5,000) in each year of the Agreement for in-servicing for Employees. Money not used in one calendar year will be carried forward to the next year to a maximum balance not to

exceed ten thousand (\$10,000) in any given year. (In-servicing dollars can include, but will not be limited to, honoraria and expenses of speakers, travel and refreshments for employees)

The balance determined as at the date of signing shall be red circled with no new contributions made until the balance falls below the new establish maximum above.

- (b) The Employer agrees that in-servicing opportunities for two (2) days each year for each Employee will be made available.
- (c) The content of the in-servicing programming will be developed in consultation with the Joint Consultation Committee. In-servicing could include in-services offered by the Board which is open to other employees of the Board.
- (d) It is expected that each Employee will attend all in-servicing programs offered unless good and substantial reasons are provided.

\*22.3 New software and equipment that is introduced into the offices will be fully explained to the affected employees prior to implementing the programs and the Employees will be trained to use the software.

\*22.4 The Board will acquaint all employees with Board Policies/Procedures and Provincial Legislation/Regulations with which they must be familiar to perform their duties.

### **ARTICLE 23 - DISCIPLINE, SUSPENSION AND DISCHARGE**

23.1 No Employee shall be disciplined, suspended or discharged, except for just cause.

23.2 (a) Except in an emergency, whenever the Employer or its authorized agent deems it necessary to suspend or discharge an Employee, the Employee shall have the right to have a steward, or local officer, and/or Employee Relations Officer present at a meeting where the reasons for the suspension or discharge will be given. At this meeting, the decision will be confirmed in writing and given to the Employee (except in an emergency).

(b) In any event, the Employee will be given the opportunity to discuss the matter with a steward or local officer, and/or Employee Relations Officer either by telephone or in person, during working hours and prior to leaving the Employer's premises, if desired.

23.3 Where there was an emergency as referred to in Article 23.2, the Employee shall be notified in writing of any action and/or penalty in writing, within two (2) days of any action in Article 23.2, with copy to the President of the Local.

- 23.4 Whenever the Employer or its authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring work up to a required standard by a given date the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Employee involved with a copy to the President of the Local.

#### **ARTICLE 24 - PERSONNEL FILE**

- 24.1 Employees' personnel files shall be considered confidential and not accessible to unauthorized Employees. There is only one official personnel file. This record will be held in the Board Office of their employer.
- 24.2 (a) An Employee may review the Employee's personnel file at the Board's office at a time mutually agreeable to the Employee and the Employer.
- (b) Such reviewing of the file shall be during normal office hours of the Employer. Where appropriate, arrangements will be made to have the file available at such other office of the Employer as may be closer to the work location of the Employee; and
- (c) The Employee shall be entitled to make a copy of any information contained in the personnel file.
- (d) Copies of any disciplinary action will be copied to the Local President.
- 24.3 If a letter of criticism, warning or discipline is addressed to an Employee and placed on the Employee's personnel file, the Employee shall have the right to reply in writing thereto and such reply shall become part of the Employee's record.
- 24.4 Any act of outstanding meritorious conduct shall be similarly recorded.
- 24.5 Where a grievance has been filed and with the written permission of the Employee, the Union may request copies of all documents in the Employee's personnel file and shall be given such documents within five (5) days.
- 24.6 Where it is determined through the grievance/arbitration process that any Employee has been unjustly dismissed, disciplined, suspended or discharged, the Employer shall forthwith compensate the Employee for an amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement and/or the removal and destruction of relevant documents in the personnel file of the Employee.
- 24.7 Records of any discipline (including any reprimands or adverse reports) shall be removed from the Employee's file if, within the subsequent thirty-six (36) months, where there has been no further discipline of the same or of a similar nature. At the request of the Employee or the Local, the Employer may remove any such records after a period of twelve (12) months.

24.8 The Employer will not introduce in any hearing any disciplinary action from the Employee's record of which the Employee was not aware at the time of the disciplinary action.

### **\*ARTICLE 25 - GRIEVANCE PROCEDURE**

25.1 A matter may be the subject of a grievance when it is a dispute arising between the Employer, any Employee(s) or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated.

#### **\*25.2 Employee Grievances**

(a) Employee grievances shall be processed in the following manner:

##### **Step 1 - Informal**

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 five (5) days of discussing the matter with the Employee.

##### **Step 2**

- \* (a) If the matter is not resolved informally at Step 1, the aggrieved Employee and the Union, shall submit the grievance in writing to the Coordinator of Labour Relations, or designate.
- (b) The grievance must be submitted within ten (10) days of the date of reply of the Supervisor or the day by which the Supervisor should have replied in Step 1. The grievance shall bear the signature of the Employee, and shall provide a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought.
- \* (c) The Coordinator of Labour Relations, or designate, following consultation with the Director or Coordinator responsible for the employee shall reply in writing to the grievance within ten (10) days from the date upon which it was received. Where the parties mutually agree that a meeting will be beneficial, a meeting will be arranged and the time to reply shall be extended to ten (10) days from the date of such meeting.

### Step 3

- (a) Failing satisfactory settlement within ten (10) days after the grievance was submitted under Step 2, the grievance shall be submitted in writing by the Union to the Director of Human Resources.
- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present such persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of the meeting referred to in Step 3 above, the Director of Human Resources shall reply in writing to the grievance.

\*25.3 Where there is a complaint of harassment, an Employee is entitled, if the Employee so requests, to have a representative of the Union present during any meeting with the Employee and the right to file a grievance to require the policy of the Employer to be followed or with respect to any discipline imposed as a result of the complaint to be filed at Step 3.

25.4 Where a dispute involves a question of general application or interpretation of the agreement, or where a group of Employees has a grievance, the ERO or designate, may lodge a grievance, in writing, at Step 3 of the grievance procedure at any time within fifteen (15) working days of the circumstances giving rise to the grievance.

### **\*ARTICLE 26 - ARBITRATION**

- 26.1 (a) The time limits fixed in both the grievance and arbitration procedures may be extended by the consent of both parties to this Agreement.
- (b) Any step of the grievance procedure may be omitted by the mutual consent of both parties to this Agreement.
- (c) No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.

26.2 The Union or the Employer, as the case may be, shall within fifteen (15) days of the date of the reply in the last step of the grievance procedure, notify the other party in writing by certified mail or personal delivery addressed to the other party indicating the name, address and telephone number of its nominee to an Arbitration Board. Within ten (10) days thereafter the other party shall answer by certified mail or personal delivery indicating the name, address and telephone number of its nominee to the Arbitration Board. The two (2) nominees shall then select a chairperson as expeditiously as possible.

- 26.3 A single arbitrator may be appointed by mutual agreement between the parties. The parties agree to consider the appointment of a single arbitrator with respect to each matter, which is referred to arbitration notwithstanding that the notice provided for Article 20.02 has already been provided. Both parties agree to act reasonably in the decision as to whether a single arbitrator or Arbitration Board shall be utilized with respect to a grievance.
- \*26.4 The Arbitration Board once constituted shall rule on the grievance and render its decision as expeditiously as possible.
- 26.5 The decision of the majority shall be the decision of the Board of Arbitration. The decision of the sole arbitrator shall likewise be the arbitration decision. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties.
- 26.6 The Board of Arbitration shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- 26.7 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one-half ( $\frac{1}{2}$ ) of those fees and expenses of the chairperson not covered by the provincial Department of Labour (or  $\frac{1}{2}$  of the costs of the sole arbitrator when there is a sole arbitrator).
- 26.8 The Arbitration Board shall determine its own procedure but shall give full opportunity to both parties to present evidence and make representations to it.
- 26.9 In the event the parties disagree as to the meaning of the decision of the Arbitration Board, either party may apply to the Chair Person of the Arbitration Board (or the sole arbitrator as the case may be) to reconvene the Arbitration Board to clarify but not change the decision. Wherever possible the reconvening of the Arbitration Board shall be by way of tele-conference.
- 26.10 At any stage of the arbitration procedure, the parties shall have the reasonable assistance of the Employee(s) concerned and any other witnesses. All reasonable arrangements will be made to permit the parties or the Arbitration Board to have access to the Employer's premises to view any working conditions, which may be relevant to the resolution of the grievance.

## **ARTICLE 27 - JOINT CONSULTATION COMMITTEE ("JC")**

- 27.1 A Joint Consultation Committee ("JC") shall be established immediately following the signing of this Agreement with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and Employer. The JC shall consist of the President(s) of the Local, two (2) other Employees appointed by the Local, a representative of Human Resources, and up to

three (3) other persons appointed by the Employer. By mutual agreement, other persons may attend meetings of the Committee.

- 27.2 By providing a forum for discussion, the JC shall attempt to foster good communication and effective working relationships between the parties. The JC does not have the power to amend, modify, delete or add to this Agreement without the agreement of the Employer and the Union. The JC shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 27.3 The JC shall determine its own procedure through consensus of its JC members.
- 27.4 The JC shall meet at least four (4) times per year and such other times as either party request, by providing an agenda of topics for discussion to the other party.
- 27.5 The JC shall meet during normal working hours and no pay or benefits shall be lost by Employees engaged in this JC. The Employees shall not be entitled to overtime in the event that a meeting goes beyond the normal scheduled hours of work. The Employer will pay the wages and benefits for the Employees who attend the JC and the Local shall be responsible for their own expenses to attend meeting of the JC.
- 27.6 At each meeting, the Chair shall alternate between the Local and the Employer. At each meeting the role of secretary shall alternate between the Local and the Employer. When the Employer chairs the meeting, the Union will appoint the secretary and vice-versa.
- 27.7 Minutes of each meeting of the JC shall be prepared within two (2) weeks of the meeting and copies of the draft minutes shall be promptly distributed to the other members of the JC.

## **ARTICLE 28 - SAFETY AND HEALTH**

- 28.1 The Employer, the Local and the Employees will comply with the *Occupational Health and Safety Act* (Nova Scotia). Any breach of the Employer's obligations under that Act may be grieved pursuant to the grievance procedure. Where the Employer establishes a Board or Regional Joint Occupational Health and Safety Committee there shall be one (1) representative of the Local on such Committee.
- 28.2 The Employer, the Local and Employees in collaboration agree to be bound by the Occupational Health and Safety Policies of the Tri-County Regional School Board. Copies will be provided to the Union.
- 28.3 The opportunity will be available for Employees to participate in the Joint Occupational Health and Safety Committee in their workplace.

28.4 With the approval of the Employer, Employees who are members of Health and Safety Committees shall be provided with time off with pay for the purpose of receiving health and safety training provided by the Employer and the Union.

### **ARTICLE 29 - WORKERS' COMPENSATION**

29.1 The Employer shall provide Worker's Compensation coverage for all Employees covered by this agreement.

29.2 (a) An Employee who is injured on duty shall immediately report, or cause to have reported an injury sustained in the performance of their duties to their immediate supervisor in such manner or on such forms as the Employer may from time to time prescribe.

(b) An employee shall fill out an accident report form and where appropriate apply for Worker's Compensation Benefits.

29.3 Where an employee is unable to work as a result of an injury on duty, the Employer shall:

(a) Pay the Employee their full wages on the day of the injury; and

(b) Maintain the Employer contributions to all benefit plans in which the Employee is a participant for the period of the Employee's absence from work as a result of the injury on duty.

29.4 Where the absence due to injury on duty was for two days or less after the day of injury, the Employer shall pay the Employee their full wages for the period in which the Employee was unable to work as a result of their injury on duty and deduct the appropriate amount from the sick leave entitlement of the Employee.

29.5 (a) Where, pursuant to the *Worker's Compensation Act*, the Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full cost of any examinations, medical certificate forms or reports if not covered by a medical health insurance plan or Worker's Compensation.

(b) If an Employee who has suffered an on the job injury and is unable to work has their claim terminated by the Worker's Compensation Board, the Employee may appeal the termination or denial and be permitted to use their sick leave benefits.

(c) Employees requiring medical attention during working hours will not lose pay for time spent as a result of an accident. Transportation and personal emergency assistance will be provided by the Employer if requested by the Employee.

29.6 Where permitted by the *Workers' Compensation Act* and where it will not adversely affect the compensation to an Employee, the Employer shall provide the following benefits:

- (a) The supplementing ("topping off") of pay of eighty-five percent (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 Employee's share of any benefit plans during the term of a compensable claim.

### **ARTICLE 30 - INCLEMENT WEATHER /WORK PLACE CLOSURE**

30.1 Employees shall not suffer a loss of salary if their work place is temporarily closed for reasons of health, security and/or safety.

30.2 When school is closed because of inclement weather, Employees whose workplace is at that school shall not be required to attend work and shall not suffer a loss of salary. Time lost because of inclement weather may be reassigned should the school year be extended by the Minister of Education beyond one hundred and ninety-five (195) days.

School Board offices will not be necessarily closed in conjunction with school closure announcements due to inclement weather.

When the school board offices are closed because of inclement weather all employees working at that location shall not be required to attend work and shall not suffer a loss of salary.

30.3 No employee will be disciplined or incur a loss of wages due to their absence from work due to weather conditions that make transportation a safety factor.

30.4 It is the Boards intention to act in a safe and prudent manner in this regard to insure the safety and health of affected employees.

### **ARTICLE 31 - WAGES AND ALLOWANCES**

31.1 Rates of pay and classifications shall be those outlined in Schedule "A" and shall be and form part of this Agreement.

31.2 The rate of pay for a person upon an appointment shall be at least the minimum rate prescribed for the position to which the Employee has been appointed.

- 31.3 Employees will be paid on a bi-weekly basis by direct deposit. Each Employee shall be provided with an itemized statement of wages, overtime and any supplementary pay and deductions. An Employee may change their account by giving ten (10) days notice to the Employer.
- Upon implementation of SAP-HR/Payroll Employee Self Service, the pay and deductions will be made available electronically only. Prior to implementation, information sessions will be conducted by the Employer for all affected Employees and the Union.
- 31.4 Ten and one-half (10½) months will have their pay distributed over a twelve month period (26 pay periods).
- 31.5 Employees shall be given the option of purchasing Canada Savings Bonds through payroll deductions on the following terms:
- (a) Deductions will be deducted equally bi-weekly throughout the school year; and
  - (b) Employees will pay one hundred percent (100%) of the cost of the Canada Savings Bonds.
- 31.6 Overpayment of salary (or under deductions by the Employer) made in error to an Employee may be recovered by the Employer by withholding an amount no greater than ten percent (10%), (or a greater amount mutually agreed upon) of the net pay of any further salary payment until the amount is fully reimbursed. This Article shall not apply to an Employee whose employment is terminated. No deductions will be made without first contacting the Employee.
- 31.7 Where periodic adjustments to the pay periods occur, the Employer agrees to consult with the Local prior to the change.
- 31.8 Any Employee covered by this Agreement who is temporarily assigned to another position to which the rate of pay is lower than the rate of pay for such Employee's regular position shall not have their original rate of pay reduced while so temporarily assigned.
- 31.9 Any Employee covered by this Agreement who is temporarily assigned to another position to which the rate of pay is higher than the rate for such Employee's regular position shall receive the higher rate of pay while so temporarily employed. Reassignment will be subject to formal verification.
- 31.10 When an Employee is granted a leave for personal reasons, deductions for lost time will occur in the next pay period after the absence is reported unless arrangements are made by mutual agreement to extend the deductions.

- 31.11 Employees shall be reimbursed for travel and related expenses as per Tri-County Regional School Board Policy - Staff Travel. Employees travel to the bank, to the post office, and/or to do deliveries to schools, etc. qualify for reimbursement under School Board Policy - Staff Travel. Employees who are required to use their personal vehicle will be paid an allowance of \$3.00 per trip or the prevailing rate whichever is greater.
- 31.12 Employees shall not be required to transport students in their privately owned vehicle.

### **\*ARTICLE 32 - JOB SHARING**

- 32.1 The terms and conditions governing job-sharing arrangements will be as mutually agreed by the Union and the Employer.
- 32.2 Job-sharing will only be permitted when jointly requested by existing Employees and those employed in job-sharing situations will continue to be members of the bargaining unit and covered by the Agreement.
- 32.3 Except as otherwise provided herein, Employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.
- 32.4 Job-sharing arrangements will only be authorized for the sharing of full-time positions and where operational requirements permit and the provision of services is not adversely affected.
- 32.5 Both Employees in a job-sharing arrangement must be permanent Employees, one of whom is the incumbent of the position to be job-shared. Both Employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job-shared.
- 32.6 An Employee wishing to job share their position:
- (a) Has the responsibility of finding an eligible Employee willing to enter into the job sharing arrangement;
  - (b) Will request the Employer to post within the Bargaining Unit for an Employee who is willing to enter into the job-sharing arrangement; or
  - (c) Can request the Employer to make reasonable efforts to find a job share partner outside of the Bargaining Unit provided that there may be no grievance with respect to this matter.
- 32.7 The two Employees requesting approval to implement a job-sharing arrangement will apply to the Director of Human Resources accompanied by the recommendation of the immediate supervisor of the position to be job-shared.

- 32.8 A position will be job-shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two (2) year maximum period must be mutually acceptable to the Employees, the Employer and the Union. At the end of the job-sharing period, the Employees will resume positions held prior to entering into the job-sharing arrangement and, in the case of an Employee who is not a Bargaining Unit Employee before the job share began, laid off without right of recall.
- 32.9 If the two Employees wish to extend their job-sharing arrangement beyond the initial period, covered by the application or the maximum two - year period provided for in this Agreement, the Employees shall give a minimum of sixty (60) calendar days written notice of such intent prior to the expiry of the current job-sharing arrangement.
- 32.10 Each of the two Employees in a job-sharing arrangement will be required to fulfill one-half ( $\frac{1}{2}$ ) of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.
- 32.11 An Employee's anniversary and/or service date for the purpose of earning a merit increase or increment in vacation entitlement will remain unchanged as if the Employee was working on a permanent Full-time or permanent Part-time basis.
- 32.12 For the purposes of the Collective Agreement an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job-sharing arrangement. A day in which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside their scheduled hours of work will be compensated in accordance with Article 7 - Overtime with the Employee's bi-weekly rate being determined on the basis as if the Employee was working Full-time hours.
- \*32.13(a) Holidays - each Employee will be entitled to the paid holidays provided for in accordance with Article 10 - Holidays of the Agreement.
- \* (b) General illness - each Employee shall be entitled to the sick leave benefits provided for in accordance with Article 12 - Sick Leave of this Agreement.
- \* (c) Long Term Disability – Coverage will be determined as provided in the policy governing Long Term Disability as it relates to benefit entitlement and benefits paid.
- 32.14 In the event one of the participants vacates the job-sharing position through termination of employment, appointment to another position or being placed on a leave under the LTD Plan, the Employer will make reasonable efforts to find a replacement to fill the job-sharing arrangement. If no replacement is hired or found, then the remaining participant would revert to the Full-time status in the position except where mutually acceptable arrangements are approved by both the Employer and the Local.

- 32.15 An Employee filling any position temporarily vacated as a result of job-sharing will be covered by the Collective Agreement as a Term Employee.
- 32.16 The parties agree, except for the cost of benefits provided for under this Article there will be no added cost to the Employer directly resulting from any job-sharing arrangement.
- 32.17 Employees who are hired into a job sharing arrangement from outside the bargaining unit will be bargaining unit employees but shall not be considered to have bargaining unit status to compete for other positions within the bargaining unit and will not have lay off and recall rights. A job-sharing arrangement shall not result in an outside partner earning seniority or obtaining any permanent position other than described in this article.

### **\*ARTICLE 33 - PROTECTIVE CLOTHING**

- 33.1 The Employer shall provide a smock or other protective clothing, which will be located near the reproduction or duplicating equipment, and may be used by any Employee(s).
- \*33.2 The Employer will reimburse the purchase of CSA approved safety footwear for IT Support Specialists requiring said footwear in the application of their duties, to a maximum of \$100.00 annually.

### **ARTICLE 34 - PREPAID LEAVE PLAN**

#### 34.1 Purpose

The Prepaid Leave Plan is established to afford Employees the opportunity of taking a one (1) year leave of absence and to finance the leave through deferral of salary.

#### 34.2 Terms of Reference

- (a) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.
- (b) Applications under this plan will not be unreasonably denied and any permitted discretion allowed under this plan will not be unreasonably refused.

#### 34.3 Eligibility

Any permanent Employee is eligible to participate in the plan.

#### 34.4 Application

- (a) An Employee must make written application to the Director of Human Resources on or before April 30th of the calendar year prior to the school year in which deferment is to commence, requesting permission to participate in the plan.
- (b) Written acceptance or denial of the Employee's request, with explanation, shall be forwarded to the Employee by June 30th in the calendar year the original request is made.

#### 34.5 Leave

- (a) The period of leave will be one (1) school year.
- (b) On return from leave, the Employee will be assigned to their same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.

#### 34.6 Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period of leave shall be as follows:

- (a) During the deferral period of the plan, preceding the period of the leave, the Employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be deferred, and this accumulated amount, plus the interest earned, shall be retained by the financial institution mutually agreed upon by the Employer and the Employee;
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, and Canada Pension Plan and Unemployment Insurance at that time (if applicable);
- (c) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3 of the salary. The maximum length of any contract under the plan will be seven (7) years; and
- (d) The Employee may arrange for any length of deferral period in accordance with the provisions set out under 28.6(c). Once arranged the deferral amount and period shall be placed in writing and signed by the Employer and the Employee and may be amended by mutual agreement in writing of the Employer and Employee.

### 34.7 Benefits

- (a) While the Employee is enrolled in the plan prior to the period of the leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had they not been enrolled in the plan.
- (b) An Employee's benefits will be maintained by the Employer during their leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave.
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had they not been enrolled in the plan.
- (d) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Pension deductions shall be made on the salary the Employee would have received had they not entered the plan, or gone on leave.
- (f) Sick leave credits will not be earned during the period of leave, nor will sick leave be available during such period.

### 34.8 Withdrawal

- (a) An Employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted, in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (b) In the event of withdrawal, the Employees shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the plan.
- (c) An Employee who is laid off during the deferral period will be required to withdraw from the plan.
- (d) 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 as soon as possible with two (2) bi-weekly pay periods upon notice to the Employer.

## **\*ARTICLE 35 - GENERAL**

### 35.1 Bonding

The Employer shall bond all bargaining unit members who are required to handle money in the course of their employment.

### 35.2 No Agreement Contrary to Collective Agreement

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which is contrary to the terms of the Collective Agreement.

### 35.3 Policy Manual

The Employer agrees to make available to the Local Presidents a Policy Manual for Bargaining Unit Members needs. Updates to the Policy Manual will be sent to the President of the Local at the same time as the updates are sent to the other holders of the Policy Manual. An Employee shall be given reasonable access during working hours to the copy of the Policy Manual located in the work location of the Employee.

### 35.4 Employer Liability

- (a) The Employer will defend, negotiate or settle claims or actions against an Employee for such claims, which arise from the performance of the Employee's duties and responsibilities (including alleged breaches of confidentiality) and provided the Employee was acting in the course of the Employee's employment.
- (b) The Employer will be responsible for any damages and legal costs against an Employee as described in (a) provided the Employee acted within the scope of Employee's employment.
- (c) If the Employer fails to defend any such claims or actions on the grounds that the Employee was not acting within the scope of the Employee's employment and it is subsequently determined that the Employee was acting within the scope of the Employee's employment, the Employer will reimburse the Employee for all reasonable expenses incurred in defending the claim.

Nothing in this article will prevent the employee from having the full rights and benefits of this collective agreement including the right to grieve.

### 35.5 An Employee will not be held responsible for infringement of copyright or patent for copying materials when instructed to do so by the Employer.

35.6 No Pyramiding

There shall be no pyramiding of any benefits provided by this Agreement.

35.7 Employees will administer first aid on a voluntary basis and only if trained and their certification is current.

\*35.8 (a) No employee shall be required to administer medications or perform medical/nursing procedures, e.g. diabetic testing, checking for head lice and/or body rashes.

(b) An employee who administers medications or medical procedures will not be disciplined for non culpable conduct.

## **ARTICLE 36 - UNION REPRESENTATION**

36.1 Collective Bargaining

The Union may appoint a Collective Bargaining Committee, which shall consist of not more than three (3) Employees together with a representative of the Union. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regular pay or other benefits for time spent in meetings with the Employer on negotiations for a new collective agreement but no compensation for any time outside regular working hours will be paid for time spent in such meetings which are conducted in other than regular working hours.

36.2 Representative of the Union

Union representatives shall, with the agreement of the Employer, have reasonable access to the workplace for the purposes of handling grievances, consulting with the officers of the Local including Steward's and other Employees, in matters arising from the Collective Bargaining relationship between the parties. The Agreement of the Employer will not be unreasonably withheld and the Union and the Local shall make all reasonable efforts to fulfill its responsibility to the Employees during non-working hours.

36.3 Union Officers and Steward's - Employer Representatives

(a) The Employer shall be provided with a list, in writing, of all Local officers and Steward's and their terms of office and shall be advised, within thirty (30 days), of any changes to that list.

- (b) The Employer shall supply the Local with a list in writing of supervisory personnel with whom the Local may be required to transact business and shall supply the President of the Local, within thirty (30) days, of any changes to that list.
- 36.4
- (a) The Employer acknowledge the right of the Union to appoint or otherwise select Stewards and alternates.
  - (b) Each Steward has regular work to perform on behalf of the Employer. Notwithstanding this, 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 alternate shall obtain the permission of the Steward's Immediate Supervisor, or the Immediate Supervisor's designate before leaving work to perform duties as a steward, such permission not to be unreasonably withheld.
  - (d) The Steward shall report back to the Steward's Immediate Supervisor before resuming the normal duties of the Steward's position after completing duties as a Steward.
  - (e) Employees who are Stewards shall not suffer any loss of pay 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 their duties outside regular working hours.

36.5 Union Representation on Committees

The Union acknowledges that the Employer from time to time develops committees that require input from the Unions. The Employer accordingly will endeavor to give the Union advance notice of the requirement and the Union will endeavor to appoint or elect suitable members who would assist the Committee.

**ARTICLE 37 - CORRESPONDENCE AND COMMUNICATION**

- 37.1 Any notice or correspondence to be given by either party concerning this Agreement shall be considered sufficiently given if mailed, (prepaid and certified), hand delivered, delivered by courier or sent by fax transmission, addressed, in the case of the Employer to:

Director of Human Resources  
 Tri-County Regional School Board  
 79 Water Street  
 Yarmouth, NS B5A 1L4

and addressed, in the case of the Union to:

President  
 Nova Scotia Government and General Employees Union  
 100 Eileen Stubbs Avenue  
 Dartmouth, Nova Scotia  
 B3B 1Y6

with a copy to the Local President and to the Employee Relations Officer assigned to the Local, and addressed in the case of the Local, to such address as a Local advises from time to time.

### **\*ARTICLE 38 – NEW CLASSIFICATION**

- \*38.1 If new job classifications are established or job classifications are substantially altered which are not covered by Schedule A, the wage rates for such classifications will be negotiated between the Employer and the Union. The Employer may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted. These negotiations shall normally be completed within a sixty (60) day period of the appointment to the position. If the parties are unable to agree, the matter shall be referred to arbitration as provided in Article 26.

### **\*ARTICLE 39 – EMPLOYEE BENEFITS**

#### Group Benefits Plan

- 39.1 Group benefits plan means and include medical plan, dental plan, long-term disability and life insurance plan.
- 39.2 Eligible Employees shall receive those benefits as contained in the plan known as the Nova Scotia School Board's Association Benefit Plan for NSGEU Employees.
- 39.3 It shall be a condition of employment for all eligible Employees to join and participate in the plan with exception of health and dental if evidence of spousal coverage is presented.
- \*39.4 The Employer shall cost share 65% of the plan for eligible Employees subject to the terms and conditions of the Plan policy.

Notwithstanding, the plan will include a provision that long-term disability (LTD) premiums will be 100% paid by the Employee.

#### \*Pension Plan

- \*39.5 Pension plan means the Tri-County Regional School Board Support Staff Pension Plan.
- 39.6 The Employer and eligible Employees shall cost share the plan as per the terms of the plan.
- 39.7 It shall be a condition of employment that all eligible Employees shall register and participate in the Pension Plan.

#### \*Advisory Committee

- \*39.8 There shall be a joint committee known as the Pension Advisory Committee which will be comprised of three persons appointed by the Union including the Employee Relations Officer or designate and three persons appointed by the Employer.

\*39.9 The mandate of the Committee shall be to make recommendations and inform their respective parties of any changes to the and Pension Plans.

39.10 The Advisory Committee will normally meet during working hours and time spent at meetings by Union members will be considered time worked.

39.11 The Employer will pay the wages and benefits for the Employees who attend the meetings and the local shall be responsible for their own expenses for attending the meetings.

#### Employee Assistance Program

39.12 The Employer will provide an Employee Assistance Plan for Employees at the Employers full cost.

### **\*ARTICLE 40 - TERM OF AGREEMENT**

\*40.1 \*(a) This Agreement shall be in effect for a term beginning from April 1, 2009 to March 31, 2012. After March 31, 2012, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within two (2) months period preceding the date of the expiry of the Agreement

\*(b) All retroactive pay is to be paid out within sixty (60) days of the signing of this agreement. All current employee and those retired during the life of this agreement shall be entitled to retroactive pay.

(c) The terms of this Agreement shall become effective from the date of signing except that wages (Article 31 and Schedule "A") shall be effective as provided in Schedule "A".

40.2 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.

40.3 (a) If any article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.

(b) Any part of this Agreement that is so altered or invalidated as per 38.3(a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement at Yarmouth, Nova Scotia this 9th, day of December, 2010.

**NOVA SCOTIA GOVERNMENT AND GENERAL  
EMPLOYEES UNION,  
LOCAL 74**

Mary Cossaboom, Bargaining Rep, Local 74

Lorna Blair  
Witness as to Nova Scotia Government  
& General Employees Union

Heidi Goodwin-Demille, Bargaining Rep, Local 74

Paul R Gould, Bargaining Rep, Local 74

Joan Jessome, President, NSGEU

**TRI-COUNTY REGIONAL SCHOOL BOARD**

Ron Hines, Chair, T.C.R.S.B

Scott Surette  
Witness as to-Tri-County Regional  
School Board

Phil Landry, Superintendent

**SCHEDULE "A" WAGES**

<b>CLASSIFICATION</b>	<b>Steps</b>	<b>Current Rate Apr-08</b>	<b>2.90% Apr-09</b>	<b>1% Apr-10</b>	<b>1% Apr-11</b>
School Admin Assistants	1	15.56	16.01	16.17	16.33
	2	16.21	16.68	16.85	17.02
	3	16.89	17.38	17.55	17.73
	4	17.57	18.08	18.26	18.44
	5	18.28	18.81	19.00	19.19
Dispatchers	1	15.56	16.01	16.17	16.33
Central Office Admin Assistant	2	16.21	16.68	16.85	17.02
Receptionist/Admin Assistant	3	16.89	17.38	17.55	17.73
	4	17.57	18.08	18.26	18.44
	5	18.28	18.81	19.00	19.19
HR Administrative Assistant	1	16.04	16.51	16.67	16.84
	2	16.68	17.16	17.34	17.51
	3	17.34	17.84	18.02	18.20
	4	18.03	18.55	18.74	18.93
	5	18.76	19.30	19.50	19.69
IT Support Specialist	1	18.87	19.42	19.61	19.81
	2	19.44	20.00	20.20	20.41
	3	20.03	20.61	20.82	21.03
	4	20.63	21.23	21.44	21.65
	5	21.25	21.87	22.08	22.31
ISA and Support Officer	1	20.81	21.41	21.63	21.84
ISA and Design Officer	2	21.43	22.05	22.27	22.49
	3	22.07	22.71	22.94	23.17
	4	22.74	23.40	23.63	23.87
	5	23.42	24.10	24.34	24.58
Occupational Health & Safety Officer	1	24.70	25.42	25.67	25.93
	2	25.44	26.18	26.44	26.70
	3	26.20	26.96	27.23	27.50
	4	26.98	27.76	28.04	28.32
	5	27.79	28.60	28.88	29.17

## **\*LETTER OF UNDERSTANDING**

### **SICK LEAVE PAYOUT**

The parties to this Letter of Understanding agree as follows:

1. All Employees formerly employed by the Clare Argyle District School Board shall have determined the amount of sick leave payout to which such Employees may become entitled to under the provisions of the final Collective Agreement between the Union and the Clare Argyle District School Board. There shall be no further additions to such entitlements. Such Employees shall be entitled to be paid such entitlements on the terms as provided for in such Collective Agreement provided that the amount paid to such Employee shall be the amount calculated as of the date of the signing of this Agreement or the applicable percentage of unused sick leave credits from the date of entitlement, whichever is the lesser.

All employees covered by this agreement who have completed a minimum of five years of service with this Employer and leave employment for any reason other than just dismissal shall receive a 50% cash payment for all unused sick leave credit to a maximum of 140 days.

All employees who have completed a minimum of five years of service with the employer and who have reached the age of retirement and retire from employment from the Employer shall receive 100% cash payment for all unused sick leave credits to a maximum of 140 days.

The retirement allowance shall be paid in one lump sum within three months from leaving employment with the Employer.

If an employee dies while in the service of the Board the retirement allowance shall be paid to the estate of the deceased within three months of the death.

- \*2. All Employees formerly employed by the Yarmouth District School Board shall have determined the amount of service award to which such Employees were entitled as of May 1, 1996. There shall be no further entitlements. Such Employees shall be paid such entitlement on the date of their retirement as Employees of the Employer.
- \*3. When an Employee is entitled to a payment pursuant to the provisions of this Letter of Understanding, the Employee may choose from the following options for payment, provided such options are permitted by law or the terms of the applicable plan:
  - (a) a lump sum payment at the time of termination of employment;
  - (b) a registered retirement savings plan payable to the registered carrier, to be held in trust for the Employee;
  - (c) converted into a paid pre-retirement vacation or equivalent (in the case of an Employee who is retiring); or
  - (d) rolled into a pension plan.

IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement at Yarmouth, Nova Scotia this 9<sup>th</sup>, day of December, 2010.

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 74**

Lorna Blair  
Witness as to Nova Scotia  
Nova Scotia Government & General  
Employees Union

Mary Cossaboom, Bargaining Rep, Local 74

Heidi Goodwin-DeMille, Bargaining Rep, Local 74

Paul Gould. Bargaining Rep, Local 74

Joan Jessome, President, NSGEU

**TRI-COUNTY REGIONAL SCHOOL BOARD**

Ron Hines, Chair T.C.R.S.B.

Witness as to Tri-County Regional  
School Board  
Phil Landry, Superintendent

Scott Surette  
TCRSB

December 10<sup>th</sup>, 2010  
Date

Lorna Blair  
NSGEU

December 9<sup>th</sup>, 2010  
Date