



Strait

Regional Centre for Education

STRAIT REGIONAL CENTRE FOR EDUCATION

– and –

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 955**

COLLECTIVE AGREEMENT

APRIL 1, 2021 – MARCH 31, 2024

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ARTICLE 1 – PREAMBLE

- 1.1 WHEREAS it is the desire of both parties to this Agreement:
- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union,
 - (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment arrangements, and services provided to the RCE,
 - (c) to promote the morale, well being, and security of all Employees in the Bargaining Unit of the Union,
 - (d) to promote the highest standard of service and to create a positive and safe learning environment for the students of the Strait Regional Centre for Education based on available RCE resources,
 - (e) to promote a relationship of respect and goodwill among Employees, the Strait Regional Centre for Education, its management and the students, parents, and other members of our educational community,
 - (f) to encourage efficiency in operations.
- 1.2 AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement, the parties agree as follows:

ARTICLE 2 – CLASSIFICATIONS

Classification and Reclassification

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

- 2.2 Classifications shall not be eliminated without the union receiving at least ninety (90) days' notice.
- 2.3 When the duties in any classification are significantly changed such that either party believes the position has become incorrectly classified, the rate of pay shall be subject to negotiations between the Employer and the Union. Such process shall be commenced by way of a written letter of dispute submitted to the Director of Human Resources or Local Union President outlining the significant change to the duties. The Employer and Union agree that any disputes concerning standardized provincial classifications shall be referred to the Classification Review Committee.

Classification Review Committee

- 2.4
- (a) While recognizing the right of each individual Employer to determine and establish classification(s) within its own Region/CSAP, the Employer also recognizes the value of maintaining the standardized provincial classifications and wage rates.
 - (b) The Classification Review Committee will consist of a maximum of one CUPE employee and a maximum of one management employee from each Region/CSAP as well as a spokesperson for CUPE and an Education and Early Childhood Development spokesperson for the Employers.
 - (c) When a classification is referred to the committee the Employer shall provide the job description and wage rate (as implemented within the Region/CSAP to the members of the Classification Committee a minimum of fourteen (14) calendar days in advance of the meeting.
 - (d) When there are one or more classifications to be considered, the Classification Review Committee will meet with the purpose of reviewing and, where possible, determining the appropriate wage rate for the-classification(s) as presented.
 - (e) Such review and determination, where possible, is limited to considering:
 - required duties;
 - standardized title; and
 - the appropriate wage rate
 - (f) nothing herein prevents the Employer from implementing a new or significantly changed classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.

- (g) Should the-Classification Review Committee reach consensus on a different wage rate
- for existing classifications, if the wage rate is more than the implemented wage rate-it shall be retroactively applied to the date of the written letter of dispute submitted to the Director of Human Resources or the Local Union President;
 - for a new classification, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of implementation of the new classification.
 - for both existing and new classifications, if the wage rate-is less than the implemented wage rate it shall be implemented effective the first day of the next pay period following the-Classification Review Committee decision or the decision of the Arbitrator.
- (h) Should the Classification Review Committee not reach consensus on a wage rate it may be referred to arbitration for final determination by a mutually agreed upon arbitrator. Prior to any arbitration the parties may participate in mediation through the Department of Labour, Skills and Immigration.

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

The arbitration costs will be shared equally between the parties.

ARTICLE 3 – CONDITIONS OF AGREEMENT

- 3.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or subsequently enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the applicable parts of the Agreement for negotiation.

ARTICLE 4 – COPIES OF THIS AGREEMENT

- 4.1 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Parties agree to have printed in booklet form sufficient copies of the agreement; the cost of which shall be shared equally.

ARTICLE 5 – CORRESPONDENCE

- 5.1 Any notice or correspondence from either the Union or the Employer given to the other party concerning this Agreement shall be considered received by the other party when delivered by registered mail, hand delivered and signed receipt of, or by courier service, confirmed fax or e-mail.
- 5.2 When sending or giving correspondence concerning this Agreement, such correspondence should be addressed, in care of the Employer to:

Director of Human Resources
Strait Regional Centre for Education
304 Pitt St., Unit 2
Port Hawkesbury, N.S.
B9A 2T9

and addressed, in case of the Union to:

President
Canadian Union of Public Employees, Local 955
(at appropriate address)

- 5.3 Either party must give notice to the other party if a change is made in the above addresses.

ARTICLE 6 – RESOLUTIONS AND REPORTS OF THE CENTRE FOR EDUCATION

- 6.1 **Employer Shall Notify Union:** The Employer encourages input from the Union with respect to the development of new policies and the evaluation of existing policies that deal with matters which affect Employees within the bargaining unit. Arrangements for such input shall be consistent with the processes established by RCE policy for “test-off” which shall include the Employer giving a copy of the draft policy to the Union. The Employer shall provide a minimum of two (2) weeks from the date of the giving of the draft policy to the Union to afford the Union time to consider the information and, if thought necessary by the Union, for making a written response.

- 6.2 **Copies of Resolutions:** Copies of all approved minutes, motions, regulations, and by-laws or rules and regulations adopted by the RCE which affect the members of this Union are to be forwarded to the Union.

ARTICLE 7 – DEFINITIONS

7.1 In this Agreement:

- (a) “Agreement” means this Collective Agreement between the Employer and the Union.
- (b) “Bargaining Unit” means an employee of the RCE who is represented by the Union in the bargaining unit described in Article 39.1.
- (c) “RCE” means the Strait Regional Centre for Education, but upon signing of this agreement shall mean the Strait Regional Centre for Education.
- (d) “Cafeteria Employee” are persons employed to work in school cafeterias operated by the RCE. Cafeteria Employees are not members of the bargaining unit.
- (e) “Casual Employee” means a person employed on an occasional basis or on a regular basis for a period of less than forty (40) working days to replace a person who is a member of the bargaining unit or in a new position for which there is no incumbent. Casual Employees are members of the Bargaining Unit as provided for in Article 39.5.
- (f) “Day” means a working day unless otherwise specified in this Agreement.
- (g) “Employee” means an Employee of the RCE who is in the Bargaining Unit represented by the Union.
- (h) “Employer” means the Strait Regional Centre for Education.

- (i) “Full-Time Employee” means an Employee who is regularly scheduled to work the hours (or more) of work referred to in Article 14.2.
- (j) “Holiday” means the twenty-four (24) hour period commencing at 12:01 am on a day designated as a Holiday in this Agreement.
- (k) “Para professionals” are persons employed to supervise students during students’ free time. These Employees are not members of the bargaining unit except as provided for in Article 39.4.
- (l) “Part-Time Employee” means an Employee who is employed on a regularly scheduled basis but who works less than the hours scheduled per week for a Full-Time Employee.
- (m) “Term Employee” means a person hired through the hiring process of the RCE for a period of more than forty (40) working days (but less than twelve (12) months from date of hire) in a position which is not permanent to replace an Employee who is a member of the bargaining unit as provided for in Article 39.6 (“Term Position”), except that regular Employees who are successful in their application for a Term Position shall have their regular status and benefits continued.

Term Positions that are created as a result of a specific construction project may extend for a period of greater than twelve months and shall end at the end of the construction project. A Term Position for which the employee is replacing an employee on extended sick, injury, or disability leave shall be automatically extended for the total period the sick, injured, or disabled employee is off.

- (n) “Probationary Employee” means an Employee during the period of one hundred twenty (120) days of actual work from the Employee’s date of hire as a Full-Time or a Part-Time Employee.
- (o) “Union” means the Canadian Union of Public Employees, Local 955.

- (p) "Vacancy" means an open position of more than sixty (60) days declared by the Employer.
- (q) "Year" means the period commencing at 12:01 a.m. on August 1 and ending at 11:59 p.m. on July 31.

ARTICLE 8 – DISCIPLINE

- 8.1 The Employer has the right for just cause to discipline, suspend or discharge Employees.
- 8.2 When there is a meeting called by the Employer for disciplinary purposes or for any reason that may result in disciplinary action being taken by the Employer:
 - (a) The Employee shall be so advised in advance of the meeting; and
 - (b) The Employer shall advise the Employee of the right to have a Steward or other union representative present at the meeting.

A steward shall be present when an Employee is suspended or discharged unless circumstances require the immediate imposition of discipline, in which event the Employer shall advise the Union as soon thereafter as possible.

- 8.3 Whenever a situation or event arises which could result in discipline, the Employer shall impose the discipline within ten (10) days following the date a management employee of the Employer became aware of the situation or event. If the Employer determines that an investigation is required, the Employer shall give notice to the Employee and the Union within the ten (10) day period and the time period in which to impose discipline is then extended to ten (10) days following the completion of the investigation. Where a written warning or more serious discipline is imposed the Employer shall give written particulars to the Employee with a copy sent to the President of the Union Local and the Recording Secretary.

- 8.4 In the event that the Employer disciplines an Employee in writing, the Employee and the Union shall be provided with a copy of such written disciplinary action, which shall include the reason(s) for the discipline.
- 8.5 An Employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing before the Director of Human Resources. Steps 1 and 2 of the Grievance Procedure may be omitted in such cases.
- 8.6 In cases of discharge, if the affected Employee wishes to grieve, the Employee must do so by submitting a grievance in writing within ten (10) days of the date of the discharge. Grievances in such cases shall be commenced at Step 4 of the Grievance Procedure specified in Article 12.
- 8.7 An Employee who has been unjustly suspended or discharged as determined by the Grievance/Arbitration process shall be immediately reinstated in the Employee's former position without loss of seniority. The Employee shall be compensated for all monies lost in an amount equal to normal earnings. The adjustment shall be made during the pay period next succeeding the date of reinstatement.
- 8.8 Records of any discipline shall be removed from the Employee's Personnel file if, within the subsequent twenty-four (24) months, there has been no further discipline of the same or of a similar nature.

In the case of Bus Drivers, driving records shall remain current according to provisions of the Motor Vehicle Act or directives of the Utilities and Review Board or the Department of Transportation and Public Works.

- 8.9 An Employee may make an appointment for a meeting through the Human Resources Department to review the Employee's personnel file(s). Such appointment shall be during normal Employer office hours. The Employee shall be entitled to make a copy of any information contained in the personnel file.

Further, the Employee shall have the right to reply in writing within ten (10) days to any document placed in the Employee's personnel file and such reply shall become part of the Employee's record.

- 8.10 Where the Employee declines the right to have a Shop Steward present, the failure to have a Shop Steward or a representative of the Union present at any stage of the discipline or grievance procedure shall not invalidate the discipline or the grievance.

ARTICLE 9 – DURATION OF AGREEMENT

- 9.1 The term of this agreement shall be from April 1, 2021, to March 31, 2024, and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the end date of this Agreement.
- 9.2 The terms of this Agreement shall become effective from the date of signing except that wages shall be effective April 1, 2021. An Employee who has severed employment between April 1, 2021, and the date of signing of the new Agreement shall receive the full retroactivity of any increase in wages.
- 9.3 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.
- 9.4 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 force and effect for the remainder of the term.
- 9.5 Any part of this Agreement that is so altered or invalidated shall, only with mutual agreement, be negotiated by the Employer and the Union.

ARTICLE 10 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 10.1 The Employer will provide an Employee Assistance Program (EAP) to all employees eligible for benefits. The EAP will be administered and managed by the Provincial Member Employee Benefits Committee.
- 10.2 The Employer will pay the cost of the EAP.
- 10.3 The Employer shall be responsible for advising Employees of the details of the EAP.

10.4 The EAP shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 11 – GENERAL CONDITIONS

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

11.2 The Employer and Union shall have the right to designate an alternate representative for any of the Employer's/Union's representatives in this Agreement.

11.3 Reasonable facilities shall be provided during working hours for Employees to have their meals and keep their belongings necessary for employment.

11.4 The RCE shall provide Bulletin Boards in all work sites upon which the Union shall have the right to post current notices of meetings and such other current material as may be of interest to Employees, provided such material is in good taste.

11.5 The Employment Insurance Rebate shall be sent to the Treasurer of the Union on a yearly basis.

11.6 The Employer shall pay all reasonable legal costs of any action initiated against an Employee by virtue of the performance of the Employee's employment duties provided the Employee was acting in the course of the Employee's employment.

ARTICLE 12 – GRIEVANCE / ARBITRATION

12.1 Grievance Procedure: A matter may be the subject of a grievance when it is a dispute arising between the Employer, an Employee(s) or the Union regarding the interpretation, application or administration of this Agreement including questions as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated. The purpose of this Article is to establish an orderly procedure for the discussion, processing and settlement of grievances arising from claims alleging violations of this Collective Agreement.

- 12.2 Grievance Committee: In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint a committee, whose duties shall be to assist any Employee which the committee represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- 12.3 Employee Grievance: An Employee grievance(s) shall be processed in the following manner:

Step 1:

The Employee shall discuss the concern or complaint with the Employee's immediate Supervisor/Manager within seven (7) days of the initial occurrence of the event giving rise to the concern. The immediate Supervisor/Manager shall render a decision within seven (7) days of discussing the matter with the Employee.

Step 2:

If the matter is not resolved at Step One (1), the aggrieved Employee shall submit the grievance in writing to the appropriate Director or designate within seven (7) days of the decision of the immediate Supervisor as in Step One (1). Where practical, 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 article(s) of the collective agreement alleged to have been violated, a brief description of the incident or event giving rise to the grievance, and a description of any relief sought. The Director or designate shall reply in writing to the grievance within seven (7) days from the date which it was received.

Step 3:

Failing satisfactory settlement within the specified time under Step Two (2), the grievance shall be submitted in writing to the Director of Human Resources within seven (7) days after the decision of the Coordinator. Within seven (7) days of the submission 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 the grievor, the Steward, the President of the Union, the representative of the Union, the Immediate Supervisor and the Director of Human Resources and such other persons as

the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard. The Director of Human Resources shall respond in writing to the grievance within seven (7) days of this meeting. If the matter is not resolved at Step 3 of the grievance procedure, the Union may refer the grievance to Step 4 of the Grievance Procedure.

Step 4:

Within seven (7) days of the decision of the Director of Human Resources or designate, the grievance may be submitted in writing to the Superintendent. The Superintendent shall have available at all times the Director of Human Resources as a resource person.

- 12.4 The Superintendent shall meet within seven (7) days of the grievance report being submitted to Step 4 and shall respond in writing.
- 12.5 If the matter is not resolved at Step 4 of the Grievance procedure, the Union may refer the grievance to Arbitration pursuant to the arbitration process outlined within this article.
- 12.6 Union Grievance: Any grievance initiated by the Union shall commence at Step 3. Such grievance shall be submitted in writing (including an identification of the article(s) of the Collective Agreement alleged to be violated) by the Union to the Director of Human Resources within seven (7) days of the event giving rise to the grievance. If no satisfactory settlement is reached within seven (7) days following receipt of the grievance report, it may be submitted by the Union to Step 4 of the Grievance Procedure for resolution.
- 12.7 It is the intention of the parties that the procedure provided for in this Article for the Union to file a grievance shall normally be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for the Employees.
- 12.8 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the consent of both parties.
- 12.9 The Employer shall supply the necessary facilities for grievance meetings.

- 12.10 OH&S Grievances: An Employee or group of Employees who allege being required to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 3 of the grievance procedure for preferred handling.
- 12.11 Employer Grievance: A grievance initiated by the Employer shall commence at Step 3. The Employer shall submit in writing to the President of the Union a summary of the facts giving rise to the grievance, an identification of the article(s) of the Collective Agreement alleged to have been violated, and a description of any relief sought. The Union President shall respond to the Director of Human Resources within seven (7) days.
- 12.12 Failing satisfactory settlement being reached, the Employer, on giving five (5) days' notice of its intention to the Union, may refer the dispute to arbitration as set out in the Article.
- 12.13 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with provided however, in situations where there has been technical oversight or unavailability of the appropriate Representative of the party, the time limits will be extended accordingly.
- 12.14 Arbitration: 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 confirmed fax or personal delivery addressed to the other party indicating the name, address, and telephone number of its nominee to an Arbitration Board. Within seven (7) days thereafter the other party shall answer by confirmed fax 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.
- 12.15 The Arbitration Board once constituted shall rule on the grievance and render its decision as expeditiously as possible but in any event no later than one month from the end date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.16 The Arbitration Board shall render a decision which in the opinion of the Arbitration Board is fair and equitable under the circumstances, however, in no circumstances shall the Arbitration

Board have the power to alter, amend, modify, or change the provisions of this Agreement.

- 12.17 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties.
- 12.18 The Parties may mutually agree to the appointment of a single Arbitrator instead of a Board, in which event the foregoing provisions shall apply equally to the appointment of a single Arbitrator where reference is made to an Arbitration Board.
- 12.19 Failure to Appoint: If the recipient of the notice fails to appoint, or if the two appointees fail to agree upon a Chair within seven (7) days of the appointment, this appointment shall be made by the Minister of Labour for the Province of Nova Scotia, upon the request of either Party.
- 12.20 Arbitration Expenses: The Parties shall share the cost of arbitration proceedings as prescribed by the *Trade Union Act* (Nova Scotia).

ARTICLE 13 – HOLIDAYS

- 13.1 Full-Time and Part-Time twelve month Employees, shall be entitled to the following paid holidays:
- (a) New Year's Day
 - (b) February Holiday
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) First Monday in August
 - (h) Labour Day
 - (i) Truth & Reconciliation Day
 - (j) Thanksgiving Day
 - (k) Remembrance Day
 - (l) Christmas Day
 - (m) Boxing Day

And any other Holiday proclaimed by the Provincial Government

13.2 Full-Time and Part-Time ten month Employees, shall be entitled to the following paid holidays:

- (a) New Year's Day
- (b) February Holiday
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) First Monday in August
- (h) Labour Day
- (i) Truth & Reconciliation Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day

And any other Holiday proclaimed by the Provincial Government

13.3 When any of the above holidays fall on a Saturday or a Sunday, for Employees who are not scheduled to work on these days, the following Monday shall be deemed to be the holiday.

13.4 Notwithstanding Articles 13.1, 13.2, and 13.3, a Part-Time Employee who is scheduled to work on Saturday and/or Sunday shall be paid for those Holidays which fall on a scheduled day of work for that Employee.

13.5 Casual Employees will be entitled to be paid for a holiday or in lieu of a holiday only if such Employee has received or is entitled to receive pay from the Employer for at least fifteen (15) days in the 30 calendar days prior to the holiday and must have worked their scheduled work day immediately preceding and immediately following the holiday.

13.6 When a holiday falls within a period when an Employee is on authorized sick leave, or on other authorized paid leave, the leave is considered a holiday and no additional payment will be made for that day.

13.7 When the situation arises that the last day of school in June is scheduled to fall on a Monday the employer in consultation with the Union, may schedule the last day to fall on the preceding Saturday at the regular rate of pay, without incurring overtime provided that the employer provides the union with the school calendar prior to the commencement of the school year.

ARTICLE 14 – HOURS OF WORK/WORK WEEK

14.1 The work week for Full-time Employees for all classifications covered by this Agreement shall be from Monday to Friday inclusive.

14.2 The minimum hours of work for Full-time Employees shall be:

- (a) Bus Driver: Five (5) hours per day;
- (b) Bus Driver with Additional Duties: Eight (8) hours per day;
- (c) Head Motor Vehicle Repair, Lead Head Mechanic, Head Mechanic, Mechanics, Motor Vehicle Body Repairer and Inventory Clerk/Dispatch: Eight (8) hours per day;
- (d) Cleaners, Janitors, Custodian, and Head Custodians: Eight (8) hours per day;
- (e) Maintenance Supervisor, Tradespersons, Building Specialists, General Maintenance, and General Labourer: Eight(8) hours per day;
- (f) School Secretary: Seven (7) hours per day;
- (g) Teacher Assistants, Teacher Assistant - LPN, Teacher Assistant - RN: Five and a half (5 1/2) hours per day;
- (h) Library Technician, System Library Technician: Five (5) hours per day;
- (i) Building Technician and Building Operators: Eight (8) hours per day;
- (j) Student Support Workers: Seven (7) hours per day;

- (k) Schools Plus Outreach Workers : 37 and ½ (37.5) hours per week.
- (l) Parent Navigator: 37 and ½ (37.5) hours per week.
- (m) IT Technicians: 37 and ½ (37.5) hours per week.
- (n) Early Childhood Educators: Six (6) hours per day.
- (o) Lead Early Childhood Educator's: Seven (7) hours per day.
- (p) Child Youth Care Practitioner's: Seven (7) hours per day.
- (q) Lunch and Ground Supervisors: Dependent on need

14.3 Except as may be provided otherwise in this Agreement, the minimum daily scheduled hours of work for part-time employees in any classification shall be three (3) hours.

14.4 Part-Time janitorial positions may be of two (2) types from

- (a) Monday to Friday inclusive, and
- (b) on Saturday and/or Sunday

Notwithstanding any other provision of this Agreement, Part-Time Saturday and/or Sunday positions:

- (i) may provide for employees to work at more than one (1) location and/or for hours of work which are scheduled on an "as required basis"; and
- (ii) (a) For the purpose of this article, "Janitorial Staff" will be all classifications covered under Article 14.2 (d) of this Agreement.

- (b) Weekend hours shall be offered first to part-time Janitorial Staff within the school on a seniority rotation basis.
- (c) Once all part-time Janitorial Staff within the school obtain full-time hours, the available weekend work shall be offered on a seniority rotation basis to full-time Janitorial Staff within a school who agree to do such work at the regular rate of pay.
- (d) If there are no available Janitorial Staff within the school, the available work shall be offered to Janitorial Staff from another location in accordance with (a) and (b) above. (14.4 ii);
- (e) If there are no available part-time or full-time Janitorial Staff in accordance with (a)-(d), the available work shall be made available first to Term Janitorial Staff within the School and then to all other Term Janitorial Staff in accordance with their length of service; and
- (f) For clarification, all Janitorial Staff working under Article 14.4 (ii) shall be paid at the rate of their classification in Appendix "A".

14.5 When the Building Operator or Building Technician is working a shift, no cleaner is required to be assigned to janitorial status and/or receive the janitor rate of pay.

14.6 No Employee shall be away from their assigned duties during normal working hours without permission of the Employer.

14.7 In this Agreement:

- (a) The hours of work for an Employee who is a Bus Driver shall be calculated from the time the Employee leaves the designated parking place for the Employee's morning schedule and ends when the Employee arrives at the designated day parking place and starts again when the Employee leaves that place in the afternoon and shall end when the Employee arrives back at the designated night parking place at the completion of the Employee's afternoon schedule. Thirty (30) minutes per day shall be added to the calculations for the purpose of bus cleaning and inspections.

- (b) The Employer shall have the right to designate the parking place(s) for each bus. Where the Employer designates two parking places for a bus, reasonable arrangements shall be made for the transportation of the Bus Driver during the break between the morning schedule and the afternoon schedule.
- (c) Where the hours of work for an Employee who is a Bus Driver as calculated in accordance with Article 14.2(a) are less than five (5) hours per day, the Employee shall be paid for five (5) hours per day and may be required to carry out additional driving duties without any additional pay up to a total of four (4) hours of actual driving per day.
- (d) Bus drivers who are unable to leave their work site due to the geographic location of the work site shall be compensated by being paid one (1) additional hour per day at their regular rate of pay.

Bus drivers are not required to work any portion of this one hour payment in order to receive it. Further, this one hour payment will have no affect on employees being paid extra time when they work extra hours.

14.8 Break Periods

- (a) Employees who work between three and four consecutive hours are entitled to one (1) fifteen (15) minute paid break.
- (b) Employees who work greater than four and less than six consecutive hours are entitled to one half (1/2) hour unpaid lunch break which is in addition to their work time and one (1) fifteen (15) minute paid break during their shift.
- (c) Employees who work from six (6) to eight (8) consecutive hours are entitled to one-half (1/2) hour unpaid lunch break and two (2) fifteen minute paid break periods during their shift.
- (d) Employees who work a shift longer than eight (8) consecutive hours are entitled to paid meal and break periods on a pro-rata basis to the entitlement specified in clause (c) above.

14.9 The Employer shall not change an Employee's work schedule without a designated supervisor directly giving the Employee five (5) working days prior notice.

14.10 Call Out:

An Employee who is called out to work outside the Employee's regular working hours for unusual or emergency circumstances shall receive the greater of:

- (a) Four hours pay at the Employee's regular rate, or
- (b) Pay for the period of actual work performed at the overtime rate during the call-out.

This Article does not apply to an Employee who works additional hours immediately before or after a scheduled shift.

14.11 Meal Time: For Employees on evening shift (where the majority of the work hours occur after 3:30 p.m.) and night shifts (where the majority of the work hours occur after 11:30 p.m.), one-half (1/2) hour meal time shall be included as part of the regularly scheduled work period.

14.12 Bus Drivers, Bus Drivers with Additional Duties, Student Support Workers, and Teacher Assistants shall be paid for a minimum of one hundred ninety-two (192) days in each School Year. All other Employees shall be paid for a minimum of one hundred ninety-five (195) days in each school year.

14.13 An Employee cannot hold more than one position such that the normal working hours for the combined positions exceed eight (8) hours per day or forty (40) hours per week.

14.14 Subject to the mutual agreement of the parties, an alternative to the regular work schedule may be established during the summer period or for special projects. The alternative schedule shall be ten hours per day, four days per week. Once established, overtime rates will only apply when the employee is required to work greater than ten hours per day or forty hours per week.

- 14.15 Employees required by the Employer to attend training sessions during scheduled layoff periods shall be paid for all hours worked at a rate of straight time.
- 14.16 The first day of the school year for Teacher Assistants shall be the orientation day in September.

ARTICLE 15 – OVERTIME

15.1 In this Agreement:

- (a) Except as otherwise provided for in this Agreement, for Full-Time Employees overtime is defined as all time worked beyond the Employee's normal daily or weekly hours of work or on a holiday; and
- (b) Designated Bus Drivers who are assigned by the Employer to check the condition of the roads in their area in the morning shall be paid an annual lump sum of One Thousand Dollars (\$1,000), such amount to be paid on or before May 1 in each year.

15.2 Overtime Rates for Full-Time Employees

- (a) On a regularly scheduled work day or Saturday (if not a regularly scheduled work day) at time and one-half (1 ½);
- (b) On a Sunday (if not a regularly scheduled work day), or on a holiday; at double time;
- (c) On a Holiday, at double time in addition to the paid Holiday; and
- (d) On an approved vacation day if requested to work, at time and one half (1½). And such day shall not then be considered as a vacation day.

15.3 Overtime Rates for Part-Time Employees

On all work beyond the maximum daily or weekly hours for a Full Time Employee as set out in Article 14.2, time and one half (1½) except if on a Sunday or on a Holiday in which event employees shall be paid double time.

15.4 In this Agreement:

- (a) Infrequent overtime shall not include time worked which is less than fifteen (15) minutes but if time worked is fifteen (15) minutes a minimum of one half (1/2) hour of overtime shall be paid and for time over thirty (30) minutes, one (1) hour shall be paid.
- (b) For frequent overtime of less than fifteen (15) minutes caused by the normal workload of the Employee, the Employee shall be entitled to accumulate the time to be paid at a later date.

15.5 (a) Additional work shall be made available to Part Time Employees at the regular hourly rate until such Employees have worked the daily or weekly hours for Full Time Employees as set out in Article 14.2; and

- (b) All other additional work and call backs shall be divided equally among available and willing Employees who normally perform the work.

15.6 Notwithstanding any other provisions of this Agreement, the Union agrees that for extra-curricular trips paid directly by the students/ Student Council, all time will be paid at the regular hourly rate.

15.7 Overtime compensation shall be paid unless both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and mutually agree when the time off is to be taken. The time off is to be equivalent to time paid at the overtime rate, i.e.

At time and one-half, time off = hours worked x 1.5

At double time, time off = hours worked x 2

15.8 Employees who are not regularly required to travel as part of their normal duties and who are assigned to be more than fifty (50) kilometers away from their regular place of employment during a meal period shall be provided with a meal or entitled to a meal allowance as follows:

Breakfast - \$10.00

Lunch - \$15.00

Dinner - \$20.00

Should the RCE increase these meal allowances during the term of this Agreement, these meal allowances shall be automatically similarly increased for Employees in the Bargaining Unit.

15.9 An Employee, who travels outside the geographical boundaries of the Employer, shall be entitled, in accordance with the Staff Travel and Meeting Expenses Policy of the RCE, to reimbursement for legitimate expenses, including overnight accommodation, upon presentation of receipts. Employees shall be entitled to advance expenses upon request to the Employer.

15.10 An Employee who is required to work more than two (2) hours of continuous overtime after the regular shift shall be provided with a meal allowance of \$20.00 by the Employer.

15.11 (a) When any Bus Driver is required to work overtime on buses of which the Employer has authorized the use, the Employer shall pay the Bus Driver; and

(b) When any Employee is required to work overtime in schools for which the Employer has authorized the use, the Employer shall pay the Employee.

15.12 Pursuant to Article 15.7, an Employee shall have the right to bank accumulated approved overtime up to the maximum of their normal weekly hours.

(a) All banked hours must be used by March 1st of the fiscal year in which they were earned.

(b) After March 1st of the fiscal year, banked hours accrued prior to March 1st will be paid out in a subsequent pay prior to April 1st.

- (c) Any hours banked after March 1st shall count towards the following fiscal years totals in accordance with the rest of this article.
- (d) Approval to use banked hours is subject to the operational requirements of the RCE, but shall not be unreasonably denied.

For clarification the accumulated banked time in this article may be used and renewed through the fiscal year, as long as at no point in time, the total banked hours do not exceed normal weekly hours.

ARTICLE 16 – INCLEMENT WEATHER/NON-STUDENT DAYS

16.1 On days when classes are cancelled due to inclement weather;

- (a) All Employees, except Bus Drivers, Drivers with Additional Duties, Teacher Assistants, and Student Support Workers who provide service to the affected schools, will attend work and perform their regular duties unless approval is granted by their supervisor for the Employee to take the day off with pay.
- (b) Affected Bus Drivers, Bus Drivers with Additional Duties, Teacher Assistants, and Student Support Workers will not attend work on canceled days and will receive their regular pay.
- (c) All Employees will remain off work with pay when a “System Shutdown” is declared due to inclement weather.

It is understood that safety is a prime concern and if road conditions make it unsafe for an employee to attend due to severe weather the employee will consult with their supervisor as outlined in 16.1(a).

ARTICLE 17 – MEDICAL & PENSION BENEFITS

17.1 The existing Medical and Pension Plans shall be continued during the term of this Agreement.

The Pension Plans will continue on a 50/50% cost shared basis between the Employer and the Employees unless otherwise agreed by the Parties.

The Medical Plan will continue on a 65/35% cost shared basis between the Employer and the Employees unless otherwise agreed by the Parties. The Employer will pay 65% of the cost and the Employees will pay 35%.

- 17.2 An employee elected by CUPE to sit on the Provincial Benefits Management Committee of the Nova Scotia Education Common Services Bureau (NSECSB) will suffer no loss of wages and benefits for time spent to attend meetings of the Committee.
- 17.3 An employee elected to sit as a Trustee on the Board of Pension Trustees of the NSECSB will suffer no loss of regular wages and benefits for the time spent to attend meetings.
- 17.4 The Employer and Union actively pursue the right of employees to join the Nova Scotia Education Common Services Bureau (NSECSB) pension plan, therefore encouraging those employees who are not currently members of the NSECSB pension plan to join either the NSECSB defined benefit or defined contribution pension plan.

ARTICLE 18 – LAYOFF AND RECALL

- 18.1 (a) A layoff is defined as a reduction in the workforce or a reduction in the hours of work of any employee covered by this Agreement.
- (b) An Employee may be laid off because of shortage of work, shortage of Funds or because of the elimination of a position or classification.
- 18.2 Both parties recognize job security should increase in proportion to length of service. Accordingly, subject to the other provisions of this Article, in the event of a layoff, Employees shall be laid off by classification in reverse order of their seniority.
- 18.3 The Employer shall give ten (10) working days notice to Employees to be laid off. If the Employee has not been given such notice, the Employee shall be paid for those days for which the Employee was not given notice.

- 18.4 In the event that an Employee has received notice of layoff and wishes to exercise bumping rights, the affected Employee will forward a written request to the Director of Human Resources within seven (7) calendar days of receiving the notice of layoff.
- 18.5 Provided the Employee has the required qualifications, skills, and experience and is immediately able to meet the full requirements of the position; the Employer will transfer the Employee to replace either of the following:
- (a) The least senior Employee within the same or a different classification having the same or greater hours of work as the laid off employee within the same geographic area as the Employee; or
 - (b) The least senior Employee within the same or a different classification having the same or greater hours of work as the laid off employee and within another geographic area as the Employee.

Notwithstanding (a) and (b) above, an employee may replace an employee with fewer hours of work by following the procedure outlined in (a) or (b) above. Any employee advised of a reduction of hours of work may choose not to exercise their rights of replacement outlined in this Article.

- 18.6 Geographic areas shall be defined by mutual agreement as a school or a group of schools, or failing agreement, as a County.
- 18.7 Laid off Employees who apply for a position and are qualified shall be recalled in order of their seniority before external applications are considered.
- 18.8 No new Employees will be hired in any classification that the laid off Employee is qualified to perform until those laid off have been given an opportunity of re-employment.
- 18.9 The Employer must provide employees with at least one (1) months' notice of its intention regarding the scheduling of employees during Christmas, March and summer breaks.

- 18.10 An Employee who is laid off shall have the option of continuing group life and health and medical in accordance with the terms of the policies provided the Employee pays one hundred percent (100%) of the costs of the premiums for the plans.
- 18.11 If there are CUPE members on recall in classifications and consideration is being given to contracting out the work of those same classifications, the Union will be given the opportunity for consultation.
- 18.12 Notwithstanding Article 18.3 – Layoff and Recall, the Employer shall provide the Union, at least thirty (30) calendar days' notice of reductions which may result in the permanent layoff of any Regular Full-Time or Part-Time Employee in the bargaining unit.

The Employer and the Union will engage in consultation to attempt to minimize any adverse effects of the reduction on Regular Full-Time or Part-Time Employees in the bargaining unit. This may include revisions to the current displacement/layoff provisions where mutually agreed.

ARTICLE 19 – BEREAVEMENT LEAVE

- 19.1 An Employee shall be granted ten (10) working days without loss of pay and benefits immediately following each death of a spouse, son or daughter. "Spouse" means either the member's legally married spouse or person living with the member on a continuous basis in a conjugal relationship that is not a legal marriage, provided such relationship has existed for at least twelve (12) consecutive months.
- 19.2 An Employee shall be granted five (5) working days without loss of pay and benefits immediately following each death of a parent, step-parent, son-in-law, daughter-in-law, step-child, grandchild, brother, sister, mother-in-law, father-in-law, fiancé, former guardian, foster child in residence, grandparent.
- 19.3 An Employee shall be granted three (3) working days without loss of pay and benefits immediately following the death of a sister-in-law, brother-in-law, aunt, uncle, niece or nephew.

- 19.4 An Employee may be granted time as needed up to one (1) working day off with pay and benefits in the event of a death where the Employee has bereavement responsibilities on the day of the funeral.
- 19.5 An Employee shall be reimbursed vacation time as per the entitlement defined in Article 19.1, 19.2 and 19.3 if the death occurs on an Employee's vacation.
- 19.6 Where the burial occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed an additional two (2) scheduled work days as approved by the immediate supervisor.
- 19.7 Two members selected by the Union shall be allowed a minimum of one-half (1/2) day to a maximum of one (1) day with pay to attend the funeral of a fellow member of the Union. Prior permission of the Director of Human Resources or designate must be granted for any absence under this article.
- 19.8 A Term Employee shall be granted the leave as provided for in this Article if the death occurs on a scheduled day of work for such Employee and then only for the day(s) such Employee would have been scheduled to work.
- 19.9 Where the death of a family member as defined in 19.1, 19.2 and 19.3 occurs during a scheduled layoff and a Memorial Service is scheduled after the Employee has returned to work, the Employer will grant one (1) day off with pay to attend the Memorial Service. Also, a day may be deferred from the days identified in 19.1, 19.2 and 19.3 where a Memorial Service is scheduled during working time.

ARTICLE 20 – DEFERRED SALARY LEAVE PLAN

- 20.1 Purpose: The Prepaid Leave Plan is established to afford Employees the opportunity of taking a leave of absence of between five (5) months and one (1) year and to finance the leave through deferral of salary.

- 20.2 Terms of Reference: It is the intent of both the Employee and the Employer that the quality and delivery of service to the public and school communities be maintained during the period of the leave.
- 20.3 Eligibility: Any regular Employee who is beyond their probationary period with the RCE is eligible to participate in the Plan.
- 20.4 Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.
- 20.5 Application:
- (a) An Employee must make written application to their Employer at least two (2) calendar months in advance, of the requested date of leave. A shorter period of notice may be accepted by the Employer provided there are no operational difficulties. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
 - (b) Written acceptance or denial of the request, with explanation, shall be forwarded to the Employee within one (1) calendar month of written application.
- 20.6 Payment Formula and Leave of Absence: The payment of salary, benefits, and the timing of the leave of absence shall be as follows:
- (a) In each year of the Plan, preceding the year of the leave, an Employee will be paid a reduced percentage of the Employee's applicable annual salary or weekly wages. The remaining percentage of annual salary or wages shall be deferred and this accumulated amount plus interest earned shall be retained for the Employee by the RCE to finance the year of leave.
 - (b) The percentage of annual salary deferred in any one (1) year shall not be less than five percent (5%).

(c) The calculation of interest under terms of the Prepaid Leave Plan (PLP) shall be done monthly (not in advance). The interest shall be calculated in accordance with the interest rates earned by the Employer while the funds are in its' bank account. The rates for each of the accounts identified shall be those quoted by the main branch of the Bank with which the Employer deals.

- 20.7 A yearly statement of the amount standing in the Employee's credit will be sent to the Employee by the Employer.
- 20.8 Interest shall be calculated in accordance with the interest rates earned by the Employer while the funds are in its' bank account and credited to the Employee's account on the day prior to each of the regular pay dates of the Employee.
- 20.9 Benefits: While an Employee is enrolled in the Plan, and not on leave, any benefits tied to salary level or wages shall be structured according to the salary or wages the Employee would have received had the Employee not been enrolled in the Plan.
- 20.10 An Employee's benefits will be maintained during the leave of absence; however, the premium costs of all benefits shall be paid by the Employee during the year of the leave.
- 20.11 While on leave, any benefits tied to salary or wages shall be structured according to the salary the Employee would have received in the year prior to taking the leave had the Employee not been enrolled in the Plan.
- 20.12 Sick leave credits shall not accumulate and cannot be used during the year spent on leave.
- 20.13 Pension deductions shall be continued during the year spent on leave. The year of leave shall be a year of pensionable service and employment service.
- 20.14 The Employer shall continue paying its share of Pension benefits and the Employee shall continue paying their share of Pension benefits during the period of deferred leave.

- 20.15 Pension deductions shall be made on the salary or wages the Employee would have received had the Employee not entered the Plan or gone on leave.
- 20.16 On return from leave, an Employee shall be assigned to the same position, supervisory position, or, if due to restructuring, said position no longer exists, the Employee shall be governed by the appropriate terms of the agreement.
- 20.17 Withdrawal from the Plan: An Employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the RCE. Repayment shall be pursuant to 20.19.
- 20.18 Notwithstanding 20.17, Employees who enter the Plan on or after August 1, 1997, may under exceptional circumstances such as serious illness, death, resignation or early retirement withdraw from the Plan at any time during the year(s) of deferral provided the withdrawal is approved by the RCE. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to 20.19.
- 20.19 If an Employee withdraws, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- 20.20 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.
- 20.21 Employees who are discharged or terminated in accordance with the provisions of this Agreement between a RCE and the Union while enrolled in the Plan shall be required to withdraw and shall be paid a lump sum adjustment of salary deferred to the date of withdrawal, plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- 20.22 Contract: All employees wishing to participate in the plan shall be required to sign the approved contract before final approval for participation is granted.

- 20.23 Once entered into, the contract provisions concerning percentage of salary and year of leave may be amended by mutual agreement between the Employee and the RCE.
- 20.24 The forgoing provisions are subject to review for compliance with the appropriate Income Tax Regulations.

ARTICLE 21 – LEAVE FOR FAMILY EMERGENCIES

- 21.1 Subject to the approval of the Employer, an Employee shall be granted a maximum of five (5) working days leave per year with pay and benefits in the case of serious illness of spouse, parent or child. The Employee shall, if requested, provide a certificate showing proof of entitlement under this Article.
- 21.2 Up to three (3) days leave per year with pay and benefits may be granted upon request in writing by the Employee to the Employer to attend to personal or family emergencies. Additional time off without pay or loss of seniority may be granted upon request in writing by an Employee to the Employer to attend to personal or family emergencies. Sufficient information as to the nature of the emergency must be provided in writing to the Employer within five (5) days of the request. Such information is to be treated as private and confidential by the Employer. The Employer has the right of refusal if in the Employer's opinion the requested time-off is not supported by the information provided by the Employee, however, such request for leave shall not be unreasonably denied.
- 21.3 An Employee shall be granted up to one (1) week paid leave of absence in the event of serious flood or fire at the household of the Employee and may be granted additional time up to one (1) week as required as approved by the Employer's supervisor.
- 21.4 An Employee who qualifies for Compassionate Care Leave, Critically Ill Child Care Leave, or Critically Ill Child Care leave, will be provided with the applicable unpaid leave in accordance with the applicable provisions of the Nova Scotia Labour Standards Code, as amended.

ARTICLE 22 – GENERAL LEAVE/STUDY LEAVE

- 22.1 Full Year/Part Year: The Employer may grant a leave of absence beyond those specified in other clauses of this Article without pay and benefits and without loss of seniority to a Full-Time or Part-Time Employee who have a minimum of five (5) years service, which request will not be unreasonably refused. Such request must be in writing and approved by the Employer. This leave, if granted, can be for a period of three (3) months up to one (1) year. Sick leave credits do not accumulate during the leave of absence. Employees are responsible for paying the full premiums for benefits normally cost shared by the RCE during their leave of absence. Once granted a leave of absence, an Employee will not be granted an additional leave of absence within the next three (3) years.
- 22.2 Short Term Leave: Subject to the operational requirements of the Employer, including the availability of a replacement;
- (a) Full-time Employees and Part-time Employees who have a minimum of three (3) years service may be granted short term leave to a maximum of three (3) months.
 - (b) Other Full-time Employees and Part-time Employees may be granted short term leave up to and including 10 working days.
- 22.3 Requests for leave of absence as outlined in this Article 22 above must be made using the *Application for Leave of Absence* form and the Employer shall give:
- (a) At least four (4) weeks notice to the Employer for a leave pursuant to Article 22.1.
 - (b) At least two (2) weeks notice to the Employer for a leave pursuant to Article 22.2 except in extenuating circumstances.
- 22.4 An Employee shall be permitted time off as needed as approved by the Director of Human Resources or designate up to one (1) day with pay to attend High School or Post Secondary graduation of the Employee, the Employee's spouse or the Employee's child that occurs during the normal work hours of the employee.

Employees shall be provided with sufficient amount of time off with pay in order for the Employee to have travel time to attend the graduation.

- 22.5 Writing Examinations: The RCE shall grant an Employee two (2) days leave of absence with pay and without loss of seniority to write examinations to upgrade their employment qualifications, provided that reasonable notice has been given to the Employer.

ARTICLE 23 – JURY DUTY/LEGAL WITNESS

- 23.1 The Employer shall grant a leave of absence with pay to an Employee who must be absent from work for jury duty, or who is subpoenaed to be a witness, in a matter where the employee is not a party. Provided that the Employee notifies the Employer ten (10) days (or otherwise as much notice as is practicable) in advance of the days that she/he will be absent from work. At the time of notification, the Employee will provide the Employer with a copy of the subpoena or jury notification document. Any monies received by an Employee in respect of such jury duty other than for meals, accommodation and mileage expenses shall be turned over to the Employer. Where practical, an Employee released from jury duty shall return to complete their work shift.

ARTICLE 24 – PREGNANCY AND/ OR PARENTAL LEAVE

Pregnancy Leave

- 24.1 The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy. A Full-Time Employee or Part-Time Employee who is pregnant and/or gives birth shall be granted leave as follows:
- (a) Upon application of the Employee, a pregnancy leave of absence of up to sixteen (16) weeks shall be granted.
 - (b) The Employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave on such form as is established by the Employer.

- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than sixteen (16) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery unless in the written opinion of a legally qualified medical practitioner chosen by the Employee, a shorter period is sufficient.
- (f) An Employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of pregnancy leave granted in accordance with this Article, may be granted sick leave in accordance with the provisions of Article 25 (Sick Leave).
- (g) Pregnancy leave shall be unpaid, subject to the provisions of Article 24.2 with respect to Supplemental Employee Benefits (SEB).
- (h) An Employee on Pregnancy Leave shall provide the Employer with at least four (4) weeks written notice of the date the Employee will return to work upon completion of the leave unless the Employee indicates they will take the maximum leave to which the Employee is entitled.

Pregnancy Leave Allowance

24.2

- (a) Subject to the general provisions of Article 24.7, a Full-Time Employee or Part-Time Employee who is entitled to pregnancy leave under the provisions of this Article, who provides the Employer with proof that they are in receipt of employment insurance (EI) benefits pursuant to the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (SEB).

- (b) Employees on pregnancy leave shall be entitled to the following benefit as their SEB:
- i. seventy-five percent (75%) of the employee's weekly rate of pay during the EI waiting period;
 - ii. where the employee has served the waiting period in (i) the employee's weekly EI benefit will be topped up to ninety-three (93%) of the employee's weekly salary for one (1) additional week.
 - iii. the employee's weekly EI benefit will be topped up to ninety-three percent (93%) of the employee's weekly rate of pay up to a maximum of fifteen (15) additional weeks.
- (c) While an employee is receiving the pregnancy leave allowance (SEB), the Employer shall continue to pay its' share of the group benefits as per the Nova Scotia Education Common Services Bureau (NSECSB) CUPE Employee Plan and the Employer's share of the pension plan during the period of pregnancy leave.
- (d) While an employee is receiving the pregnancy leave allowance (SEB), the employee shall continue to accrue and accumulate service, and their service and seniority shall be deemed to be continuous.
- (e) Where an employee becomes eligible for a salary increment or pay increase during pregnancy leave allowance benefit period, benefits under the SEB plan will be adjusted accordingly.
- (f) In the event both parents of the child are members of the Bargaining Unit, this SEB entitlement shall apply only to one (1) employee.

Parental Leave following Pregnancy Leave

24.3

- (a) A birth parent who is a Full-Time Employee or Part-Time Employee and who has taken pregnancy leave shall be entitled to an unpaid parental leave of absence of up to sixty-one (61) weeks in total for the purposes of caring for the newborn child/children (i.e. potential maximum leave between pregnancy and parental leave of 77 weeks total).
- (b) The request for Parental Leave following pregnancy leave shall be made at the same time the employee requests pregnancy leave.
- (c) The parental leave of an employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:
 - i. shall begin immediately upon completion of the pregnancy leave, without the employee returning to work, and;
 - ii. shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the employee in their approved application for Pregnancy/Parental leave.

Parental Leave for Natural or Adoptive Parent

24.4

- (a) A Full-Time Employee or Part-Time Employee who becomes a natural or adoptive parent of one or more children, but is not the birth parent (i.e. does not qualify for pregnancy leave), shall be entitled to parental leave of absence of up to seventy-seven (77) weeks upon application by the employee in writing on such form as is established by the Employer. A parental leave under this Article may be taken at any time during the first 77 weeks after the date of birth or, in the case of an adoption, the date of adoption.
- (b) A natural parent shall submit the application of parental leave form, as provided by the Employer, to the Director of Human Resources at least six (6) weeks prior to the commencement of such leave, provided that the six (6) week period shall be

waived or reduced in exceptional circumstances. The form shall include the date that the employee will begin the leave and the date the employee will return to work.

- (c) An adoptive parent shall submit the application of parental leave form, as provided by the Employer to the Director of Human Resources upon receipt of notice of the date of adoption with a copy of the adoption notice. The parental leave shall commence either when the child comes into the full care of the employee or upon six (6) weeks' notice to the Education Entity.

Parental Leave Allowance for Natural or Adoptive Parent

24.5

- (a) Subject to the general provisions of Article 24.7, a Full-Time Employee or Part-Time Employee who is entitled to parental leave, including adoption leave, who are not entitled to SEB pursuant to Article 24.2b), shall be entitled to the following benefit under the provisions of this Article, who provides the Employer with proof that they are in receipt of employment insurance (EI) benefits pursuant to the Employment Insurance Act, S.C. 1996, c.23, shall be paid a parental allowance in accordance with the Supplementary Employment Benefit (SEB).
- (b) Employees on parental leave (who did not take SEB pursuant to Article 24.2), including adoption leave, shall be entitled to the following benefit as SEB:
 - i. seventy-five percent (75%) of the employee's weekly rate of pay if an employee serves the EI waiting period;
 - ii. where the employee has served the waiting period in (i), the employee's weekly EI benefit will be topped up to ninety-three (93%) of the employee's weekly rate of pay for one (1) additional week.
 - iii. the employee's weekly EI benefit will be topped up to ninety-three percent (93%) of the employee's weekly rate of pay up to a maximum of ten (10) additional weeks:

1. where the employee is in receipt of Standard EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
 2. where the employee is in receipt of Extended EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
- (c) While an employee is receiving the parental leave allowance (SEB), the Employer shall continue to pay its' share of the group benefits as per the Nova Scotia Education Common Services Bureau (NSECSB) CUPE Employee Plan and the Employer's share of the pension plan during the period of parental leave.
- (d) While an employee is receiving parental allowance (SEB), the employee shall continue to accrue and accumulate service, and their service shall be deemed to be continuous.
- (e) In the event both parents of the child are members of the bargaining unit, this SEB entitlement shall apply only to one (1) employee.

Return to work from Pregnancy/Parental Leave

- 24.6 When an employee returns to work upon the expiry of the applicable leave(s) referenced in this Article, the Employer shall permit the employee to resume work:
- (a) In the position held by the employee immediately before the leave began, or where the position no longer exists, in a comparable position with not less than the same wage and benefits and in compliance with CUPE Local 955 Collective Agreement.
 - (b) With no loss of seniority accrued to the commencement of the leave.

Supplementary Employment Benefits Program

24.7 The following general provisions apply to Article 24:

- (1) The SEB is subject to continuation and change to the extent that such “top up” programs are permitted and approved by the Canada Employment and Insurance Commission and applicable legislation, as amended from time to time.
- (2) The following applies to Article 24 including the SEB (both in relation to pregnancy leave and parental leave):
 - (a) The objective of the SEB is to supplement the employment insurance received by workers for unemployment caused by pregnancy or the birth or adoption of a child.
 - (b) Only Full-Time Employees with seniority and Part-Time Employees with seniority may be eligible to receive the SEB. Without limitation to the preceding, and for additional clarification, Term Employees and Casual Employees are not entitled to receive the SEB and not entitled to the leaves pursuant to this Article.
 - (c) Employees disentitled or disqualified from receiving EI benefits are not eligible for SEB.
 - (d) Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the SEB.

24.8 For the purpose of this article:

- (a) “Weekly EI benefits” means the EI Benefits the employee is eligible to receive prior to any reductions made by EI as a result of “working while on claim.
- (b) “Standard EI benefits” means the EI benefits an employee who elects to receive EI parental benefits for up to thirty-five (35) weeks is eligible to receive.
- (c) “Extended EI benefits” means the EI benefits an employee who elects to receive EI parental benefits for up to sixty-one (61) weeks is eligible to receive.

ARTICLE 25 – SICK LEAVE

- 25.1 Sick leave is available as a form of insurance 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 *Workers' Compensation Act*, Nova Scotia. Sick leave with pay is charged against accumulated credits during periods that an Employee is absent from duty due to illness or injury described above.
- 25.2 No sick leave benefits will be paid to any ten-month Employee during the period of scheduled/planned layoff during the summer school recess i.e. July and August of any year. However, should such sick leave extend into the scheduled/planned recall period; i.e. September of any year, the Employee shall be entitled to access sick leave accredited to him until certified by a Doctor to return to work.
- 25.3 Sick leave will be earned by Employees at the rate of one and one-half per month of paid service up to a maximum sick leave accumulation of one hundred-ninety-five (195) days.
- 25.4 Sick Leave Records: A record of all unused sick leave will be kept by the Employer. Sick leave records shall be regularly included on the pay advise of each Employee.
- 25.5 When an Employee works at least half of a regularly scheduled shift, no sick leave credits will be deducted. This is intended for single and infrequent sick leave absences. This is not a workplace accommodation Article.
- 25.6 An Employee is entitled to receive sick leave with pay where he/she is unable to perform work for the Employer in accordance with Article 25.1.
- 25.7 In this Agreement:
- (a) An Employee who is on sick leave prior to vacation shall be entitled to continue to receive sick leave and to have their vacation rescheduled.

- (b) An Employee is not entitled to receive sick leave benefits while on vacation, holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement.

Notwithstanding the above, an Employee who becomes seriously ill while on vacation is entitled to change the Employee's status to sick leave upon providing the Employer with a medical certificate showing proof of serious illness.

25.8 In cases of absence, all Employees, excluding bus drivers, must notify the Employee's immediate supervisor in sufficient time for the supervisor to secure a replacement.

25.9

- (a) Bus drivers must secure their own replacement and notify the Employer before 9:00 a.m. of the first day of absence.

- (b) There will be a sub committee of the Labour Management Committee formed to review bus driver absence processes and procedures.

25.10 When the required absence is known sufficiently in advance, the bus driver will report to the Manager of Transportation Services three days before the first scheduled day and a replacement will be assigned.

25.11 An Employee must provide twelve (12) hours notice of their ability to return to work when they have been absent for more than one day due to illness or injury.

25.12 An Employee may be required, upon request of the Employer, to produce a certificate from a medical doctor or nurse practitioner for any illness in excess of four (4) working days, or when the Employee's attendance record indicates possible sick leave abuse.

25.13 Employees shall try to schedule local medical appointments outside working hours.

- 25.14 The Employer may require the Employee to undergo a medical or optical examination by a doctor or optician with a view to ascertaining the Employee's fitness to carry on with or resume the Employee's regular work.
- 25.15 Fraudulently applying for or using sick leave may be grounds for immediate discipline up to and including dismissal of the Employee.
- 25.16 Employees, recognizing the purpose of credited sick leave, acknowledge that such credits are not accumulated entitlements for any other purpose and that absences from the workplace cause extra burden on the resources of the Employer to provide programs and services.

ARTICLE 26 - LABOUR-MANAGEMENT COMMITTEE

- 26.1 The Employer and the Union shall participate on a Labour-Management Committee made up of not more than five (5) Employees appointed by the Union and five (5) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings. Both the Union and the Employer may invite a non-member to attend a meeting of the Committee, provided notice is given to the other party.
- 26.2 By providing a forum for discussion, the Committee shall foster good communication and effective working relationships between the parties. The Committee has the authority by mutual agreement of the parties to make recommendations and decisions which do not affect wages, or the normal functioning of the grievance or collective bargaining processes between the parties.
- 26.3 Unless otherwise mutually agreed, the Committee shall meet a minimum of four (4) times per year and the schedule shall be set by September 15th of each year. Additional meetings may be called by mutual agreement of the parties.
- 26.4 Meetings of the Committee shall alternate from regular working hours to after working hours; i.e. one meeting shall be during regular working hours with the next meeting at the discretion of the Employer being held outside of regular working hours.

- 26.5 Each party shall advise the other of the items it wishes placed on the agenda at least five (5) days prior to each Committee meeting and the parties shall jointly prepare the agenda.
- 26.6 Minutes of each meeting shall be taken alternately by the Employer and the Union and given to the other party as promptly as possible after the close of the meeting. The minutes shall be signed by the joint chairpersons once approved at the next meeting of the Committee. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within ten (10) days following their approval.
- 26.7 The Committee will create a standing agenda item to identify Occupational Health & Safety significant trends across multiple worksites and to discuss and make recommendations to improve the health and safety practices affecting multiple worksites.

ARTICLE 27 – UNION AND PUBLIC OFFICE LEAVE OF ABSENCE

- 27.1 An Employee elected or appointed to represent the Union at Executive and Committee meetings of CUPE, its affiliated or chartered bodies, at conventions, conferences and seminars shall be allowed leave of absence without pay and without loss of benefits. A request for this leave of absence must be received by the immediate supervisor at least ten (10) days prior to the convention, conferences, and seminars. A maximum of fifty (50) days in any year can be used for this purpose; however, additional days may be added by mutual agreement.
- 27.2 In this Agreement:
- (a) An Employee who is elected to public office shall be allowed leave of absence without pay or benefits but without loss of seniority during their term of office, for a maximum of six (6) years.
 - (b) An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave without pay or benefits but without loss of seniority for a period of one year. Such leave of absence shall be renewed each year on request, during the Employee's term of office.

ARTICLE 28 – MANAGEMENT RIGHTS

28.1 The Union recognizes and acknowledges the Employer, subject to the provisions of this Collective Agreement, has the exclusive right to manage the Strait Regional Centre for Education system and any enterprise in which the RCE is engaged. The Employer has the right to:

- (a) maintain order, safety, discipline and efficiency;
- (b) hire, determine qualifications, assign work, classify and reclassify, promote, suspend, transfer, layoff, discipline, or discharge for just cause any Employee covered by this Agreement;
- (c) 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.
- (d) introduce the extension, limitation, curtailment or cessation of operations in whole or in part, subject to Article 30, to contract out work, and all other matters concerning the operation of the Employer's business not specifically restricted in this Agreement; and
- (e) make jurisdictional decisions over all operations or introduce new or improved facilities, tools and/or equipment, vehicles, methods or operation, and Employees of the RCE, and to operate and manage the RCE's system in all respects in accordance with its commitments and responsibilities.
- (f) make and alter, from time to time, rules and regulations to be observed by Employees. These rules and regulations shall be consistent with the provisions of this Agreement.

28.2 The Union acknowledges that from time to time, schools and buildings may be used after normal school hours for various functions. Any agreement between the Employer and a user/lessee shall include a provision that the user/lessee shall be responsible to leave the premises in their original condition prior to the use/lease provided that any work that is more than incidental shall be done by members of the bargaining unit.

28.3 The Union and the Employer both agree that they will exercise their rights in a reasonable manner, consistent with the provisions of this Agreement.

28.4 The Employer may temporarily assign employees from time to time, to respond to unforeseen or non-recurring situations, to a school or facility, which requires the Employee's services. In relation to such temporary assignment the employer will provide the assigned employees with the following:

- i. One (1) days notice
- ii. Travel costs in accordance with Article 44.4

28.5 Closures due to Order of Official Body

(a) Employees shall not suffer a loss of salary and benefits if their workplace is temporarily closed to their classification because of an order by an Official Body for reasons of health, security and/or safety.

(b) In such circumstances, the Employer may:

- i. assign an employee to work within their classification at an alternate work location having regard to the proximity of the employee's original work location,
- ii. assign an employee to work within their classification from home, or assign other duties within the employee's skillset and qualifications which may include training and professional development

provided such reassignment is operationally practical, reasonable and otherwise safe.

(c) For the purpose of this Article, employees include permanent, probationary or term employees.

ARTICLE 29 – TECHNOLOGICAL CHANGE

29.1 In this Article (Technology Change) means change in:

- (a) The introduction of equipment, programs, materials or processes different in nature, type, or quantity from that previously utilized;
- (b) In work method, operations or process affecting one or more Employees;
- (c) In the location at which the work undertaking or business operations; or
- (d) In the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business;

that could reasonably be expected to adversely effect the hours of work available to an Employee in the bargaining unit or could reasonably be expected to result in the layoff of an Employee in the bargaining unit.

29.2 When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of the intention to introduce technological change and to update the information provided as new developments arise and modifications are made; and
- (b) Notwithstanding (a), the Employer shall provide the Union at least sixty (60) days prior notice in writing of any technological change which will result in the layoff of any Employee in the bargaining unit.

29.3 Technological change shall be introduced only after the Employer and the Union have engaged in consultation to attempt to minimize any adverse effects of the technological change on Employees in the bargaining unit.

29.4 Where the introduction of technological change requires new or enhanced skills than those already possessed by the Employees affected by the technological change, or a new or different process or program will be implemented, the Employer agrees to provide reasonable additional training opportunities for Employees adversely affected by the proposed technological change.

ARTICLE 30 – JOB SECURITY

30.1 In order to provide as much job security to Employees in the Bargaining Unit as is possible and appropriate, the Employer agrees that, during the term of this Agreement, no work or services presently performed by Employees shall be contracted out, transferred, leased or assigned in whole or part, if such contracting out, lease, transfer or assignment would result in the lay-off or reduction of scheduled hours of work of any Employee.

30.2 In the event that the Employer enters into an agreement with a corporation, person or other entity with respect to a school to be owned and operated by that corporation, person or entity, the Employer shall agree with such corporation, person or other entity that Employees in the bargaining unit will provide secretarial, library technician, teacher assistant, custodial and general maintenance service in such school.

ARTICLE 31 – MEDICAL, LICENSE, AND EYE EXAMINATION

31.1 The RCE will pay the cost of all required medical and eye examinations required pursuant to the *Motor Carrier Act*. The RCE will reimburse Bus Drivers for the cost of a Class 2B license.

31.2 It is a condition of employment with the Employer that an Employee who operates a motor vehicle in the course of employment shall undergo and pass all necessary medical, license, and eye examinations pursuant to Article 31.1 as required by law.

ARTICLE 32 – NEW EMPLOYEES

- 32.1 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 32.2 On commencement of employment, the Employer shall provide new Employees with a copy of the Collective Agreement. New Employees shall be advised and provided with information related to the Employee Assistance Program.
- 32.3 On commencement of employment the RCE will advise the employee of:
- (a) the name of the Union Steward at their work location; and
 - (b) the name of the Union Representatives to the Joint occupational Health and Safety Committee at their work location;
- As soon as possible after commencing employment, the RCE will introduce the employee to the Union Steward at their work location.

ARTICLE 33 – NO DISCRIMINATION

- 33.1 The Employer and the Union agree that there shall be no discrimination contrary to the *Human Rights Act* (Nova Scotia) or the *Trade Union Act* (Nova Scotia) including no discrimination of an Employee as a result of the Employee's membership or activity in the Union.
- 33.2 The Union and the Employee agree that there will be no intimidation or coercion exercised with respect to any Employee of the RCE by any of its members or representatives.

ARTICLE 34 – NO STRIKE OR LOCK-OUT

- 34.1 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes or any other interference with the operations of the Employer by

the Employees and/or Union and the Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement.

- 34.2 Crossing of Picket Lines During Strike: An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of legal labour disputes involving other Employees of this or any other RCE. Failure to cross such a picket line by a member of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

ARTICLE 35 – SHIFT WORK

- 35.1 Shift Work: Unless mutually agreed to by the Employee, the Employer and with notice to the Union, failing to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such period.
- 35.2 Shift Work-Training: Notwithstanding 35.1 and unless mutually agreed to by the Employee and the Employer, failing to provide at least twelve (12) hours rest between a shift and when an employee is required to attend Employer related training or professional development, shall result in a payment of overtime to the applicable Employee at established rates for any hours worked during such period.
- 35.3 Rest Environment for Drivers: When the total length of any trip exceeds the allowable number of working and driving hours specified in the *Motor Carrier Act*, the Employer will provide a rest environment and the employee will use the opportunity to rest. Should an Employee not take advantage of this opportunity, the RCE may take whatever action necessary in the interests of safety to meet the requirements of the *Act*.

ARTICLE 36 – OCCUPATIONAL HEALTH AND SAFETY

- 36.1 The Employer, the Union and all Employees agree to cooperate in the prevention of incidents and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the Nova Scotia Occupational

Health and Safety Act and Regulations (OH&S Act) and/or any relevant provisions under the Nova Scotia Environment Act and Regulations. All parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual Employees.

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

36.1.1 Through its Occupational Health and Safety Committees, both at the worksite and regionally, the Employer will work with the Union to regularly review policy, procedures, and guidelines to address injuries and hazards in the workplace including those resulting from violence.

36.1.2 It is the role of the workplace Occupational Health and Safety Committees to review workplace injuries and incidents. The Regional Occupational Health and Safety Committee if applicable or the Labour Management Committee shall have the mandate to review trends and statistics and make recommendations for region wide responses to concerns.

36.1.3 The Employer agrees to have a current violence risk assessment for all worksites in accordance with the OH&S Act. The violence risk assessment will include but will not be limited to:

- violence that has occurred in the workplace in the past
 - violence that is known to occur in similar workplaces
 - the circumstances in which work takes place
 - the interactions that occur in the course of performing work
 - the physical location and layout of the workplace
 - any specific factors recommended by the workplace Joint Occupational Health and Safety Committee.
- The Violence Risk Assessment will be updated as required by the OH&S Act.

36.1.4 The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the OH&S Act.

36.1.5 The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace that includes:

- (a) The workplace Violence Prevention Plan
- (b) Recognition of warning signs and/or triggers for violence
- (c) Techniques to identify and de-escalate situations with the potential for violence
- (d) How to summon help in the event of an incident of violence
- (e) How to exit an unsafe situation

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

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

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

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

Employees who suffer workplace absences as a result of domestic violence will, after exhausting any paid leave provisions under the Provincial Labour Standards Code with respect to domestic violence, be able to access any appropriate paid leave provisions within the Regional

Collective Agreement should such paid leave provisions exist. Should all paid leave provisions be exhausted, employees may request unpaid leave.

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

36.1.7 The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident.

36.2 Injury Pay Provisions

An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor states that the Employee is fit for further work on that shift. An Employee, who has received payment under this section and returns to work, shall receive pay for time used during regular working hours for necessary medical treatment of the injury subsequent to the day of the accident. Reasonable efforts will be made by the Employee to have such treatment scheduled outside of working hours.

36.3 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident at work shall be at the expense of the Employer.

ARTICLE 37 – WORKERS COMPENSATION

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

- (a) The first two days of injury will be paid by the Employer as permitted by the *Workers' Compensation Act*.

- (b) The supplementing (topping up) of pay (excluding the first two days following a compensable injury) up to a maximum of ninety-five percent (95%) of the net pre-accident pay. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. The value of such top-up shall be pro-rated and charged against accrued sick leave provided that the accrued sick leave balance is not less than the equivalent of five (5) sick leave days for the applicable classification. Such top up shall expire once the accrued sick leave hours reach the minimum threshold described above and the employee shall be paid only the Workers' Compensation benefits.
- (c) Should this collective agreement contain specific language that entitles an employee to accrue sick leave benefits while in receipt of Workers Compensation benefits, then such accrual will only be available to the employee upon their return to active employment and cannot be used to supplement (top up) the current WCB claim. Should the collective agreement be silent on the accrual of sick leave while on WCB, then the process as outline in (b) above shall prevail.
- (d) The continuation of the payment of the Employer's share of any benefit plans during the term of a compensable claim.
- (e) Notwithstanding any other article of the collective agreement, when an Employee is off work on an approved Workers' Compensation claim, the job will be posted temporarily for a period of up to two (2) years. If the Employee is not able to return to work at the end of the two (2) year period, the job will be posted permanently. Should the Employee's condition improve and is able to return to work, he/she shall be placed in a position equivalent to the position vacated because of the Workers' Compensation illness or accident.
- (f) An employee shall continue to accrue seniority while in receipt of Workers' Compensation Benefits.

- (g) When an Employee is in receipt of temporary earning replacement benefits under the Workers Compensation Act their vacation pay or entitlement shall continue to be paid during the first twelve (12) months as if the Employee was actively at work. After twelve (12) months absence on WCB no further vacation benefit will accrue.
- (h) An employee who participates in an ease back or return to work program following a period of Workers' Compensation shall be paid at the hourly rate of pay for the employee's permanent classification for all time spent at the work place unless the employee continues to receive full WCB benefits for the time worked.

ARTICLE 38 – PROBATIONARY PERIOD

38.1 In this Agreement:

- (a) Notwithstanding any other provisions in this Agreement, newly hired Full-time and Part-Time Employees shall be on probation in the position for a period of one hundred-twenty (120) days of actual work from the date of hire.
- (b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the suitability of the Employee in the new position and that if, at any time during the probationary period, the Employer determines that for any reason a newly hired Employee is not suitable for ongoing employment with the Employer, the Employee may be terminated immediately by the Employer.
- (c) Probationary Employees shall have the right to grieve provided, however, that if a probationary Employee is dismissed it shall be deemed to be for just cause and the Board of Arbitration shall not have the power to substitute any lesser discipline or penalty.

38.2 A Probationary Employee shall have no seniority rights during the Employee's probationary period. Upon the successful completion of the probationary period, the Employee's seniority will be calculated back to the Employee's date of hire.

- 38.3 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.
- 38.4 A Probationary Employee shall be obliged to pay membership dues to the Union during any probationary period.
- 38.5 Probationary Employees are not eligible for a transfer.

ARTICLE 39 – RECOGNITION

- 39.1 The Employer agrees to recognize and does hereby recognize CUPE Local 955 as the exclusive bargaining agent for collective bargaining purposes all Employees of the RCE, employed as follows:

Full-Time, Part-Time, Probationary and Term Employees of the RCE, but excluding Managers and those equivalent to the rank of Managers and above, Regional office administrative support Employees, teaching staff, and those excluded by paragraphs (a) and (b) of subsection (2) of the *Trade Union Act* (Nova Scotia).

- 39.2 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 39.3 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except;
- (a) for training;
 - (b) in emergencies, or;
 - (c) in cases mutually agreed upon by the parties.

- 39.4 Casual Employees:

- (a) during the time(s) employed and at work shall be subject to all of the provisions of this Agreement except:

- (i) Article 8 – Discipline
 - (ii) Article 14 – Hours of Work (except as provided in other Articles)
 - (iii) Article 17 – Medical and Pension Benefits
 - (iv) Article 18 – Layoff and Recall
 - (v) Article 21 – Leave for Family Emergencies
 - (vi) Article 25 – Sick Leave
 - (vii) Article 31 – Medical, License and Eye Examinations
 - (viii) Article 38 – Probationary Period
 - (ix) Article 41 – Seniority
 - (x) Article 46 – Vacancies, Postings and Staff Changes
 - (xi) Article 47 – Vacations
- (b) are subject to call for work at the discretion of the Employer and may be disciplined, terminated or dismissed with or without cause;
 - (c) shall pay union dues for each day of active employment;
 - (d) shall be paid at the rate provided for in Appendix “A” and;
 - (e) shall receive vacation pay at the rate of 4% to be paid with each pay received from the Employer.

39.5 Term Employees:

- (a) during the time(s) employed and at work shall be subject to all of the provisions of this Agreement;
- (b) notwithstanding any other provision of this Agreement, at the end of the term for which the Term Employee has been hired, a Term Employee has no right to exercise any rights pursuant to Article 18 but is subject to recall pursuant to Article 18 and to have their seniority recognized for purposes of Article 18 and Article 46;
- (c) notwithstanding any other provision of this Agreement term employees have no priority for casual employment and;

(d) If at any time during the Term Position, the Employer determines that for any reason a Term Employee is not suitable for ongoing employment with the Employer, the term position may be terminated by the Employer

39.6 Subject to Article 39.6, term employees shall carry over accumulated benefits from one period of scheduled employment to the next period of scheduled employment if the employment break is less than thirty days.

ARTICLE 40 – RETIREMENT/RESIGNATION

40.1 Employees shall notify the employer in writing at least ten (10) working days before resigning and wherever possible three months prior to retiring.

ARTICLE 41 – SENIORITY

41.1 Seniority Defined: Seniority is defined as length of service with the RCE and shall be applied on a bargaining-unit-wide basis. Length of service for Full-time and Regular Part-time Employees shall be calculated from the date of hire by the RCE.

41.2 Seniority will be calculated from the date of hire by the RCE. Probationary Employees hired on a part-time or full-time basis shall have no seniority rights during the probationary period.

41.3 Notwithstanding any other provision of this Agreement, an Employee in a term or casual position who is successful in an application for a full-time or part-time position and who successfully completes the probationary period shall have seniority back-dated on a pro-rata basis to the start of employment with the RCE or a period of three (3) years, whichever is the lesser. For the purposes of pro-ration one (1) year's seniority shall be the equivalent of 2080 hours worked by a temporary Employee. The pro-rated calculation shall be the date of seniority with the RCE.

41.4 The Employer shall maintain a seniority list showing the date upon which the Employee's service with the Employer commenced and their total accumulated seniority. Where two or more Employees have the same total seniority, preference on the list shall be given

to the Employee who has the highest last digit of the Employees' social insurance numbers, and if the last digit is the same, to the Employees' who has the highest second last digit of the Employees' social insurance numbers.

- 41.5 An up-to-date seniority list as of December 31 shall be provided to the Union and posted annually by the end of March. Any objections to the seniority list must be made within thirty (30) 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.
- 41.6 Loss Of Seniority: An Employee shall only lose their seniority rights in the event:
- (a) The Employee is discharged for just cause and not reinstated;
 - (b) The Employee resigns and does not withdraw their resignation within two (2) working days (in all instances the Employer shall request that the resignation be in writing);
 - (c) The Employee fails to return to work while on recall within five (5) days after notification has been sent to them by registered mail. If additional time is required beyond the five (5) days allocated, such additional time may be extended by mutual agreement. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and telephone number;
 - (d) The Employee is laid off for more than three (3) years;
 - (e) The Employee is not able to return to the Employee's position after three (3) years from the final payment of salary and wages by the Employer;
 - (f) The Employee retires.

ARTICLE 42 - SEVERANCE AWARDS

- 42.1 An Employee who has at least ten (10) years service with the Employer (or any predecessor of the Employer) is entitled to be paid on permanent layoff, resignation or retirement a severance award equal to the amount obtained by multiplying the number of completed years of service by one percent (1%) of salary to a maximum of twenty-five percent (25%) of final regular salary. In the event of the death of the employee, the severance award shall be provided to the employee's estate.
- 42.2 Notwithstanding Article 42.1, an Employee who under the provisions of the prior Collective Agreement between the parties and dated October 19, 1998 is entitled to a severance award which when combined with a severance award as calculated pursuant to Article 42.1 for all service after October 19, 1998, is greater than that provided in Article 42.1 is entitled to receive that greater severance award in place of the award provided in Article 42.1.
- 42.3 All Service Benefit accruals cease March 31, 2015. The salary/hourly rate used to calculate the Service Benefit is the salary on the date of retirement. All years of service up to the day of retirement will be taken into account in determining whether the employees meets the applicable year of service eligibility, as described above.
- (a) Employees will have the option to elect a one-time option of an early payout ("the Service Payout") of the service benefit available in this article.
 - (b) The Service Payout will be based on service accrued to March 31, 2015. The salary used to calculate the Service Payout will be that in effect on March 31, 2018.
 - (c) Despite the requirement for consecutive years of service in this article, an eligible employee with service up to March 31, 2015 may be eligible for a service payout base on service up to March 31, 2016. Where an employee makes the election to receive the one-time Service Payout option, they cease to be eligible to receive any severance award with respect to their service.

- (d) The Service Payout will occur within 90 days of signing of the Local collective agreement
- (e) The Service Benefit is frozen as of March 31, 2015 and no new employee hired after April 1, 2015 will be eligible for the Service Benefit pursuant to this article. If an employee does not elect a Service Payout the salary used to calculate the award upon retirement is the salary/hourly rate at time of retirement.
- (f) The Employer recognizes the Union's right to challenge the constitutionality of Bill 148 , the Public Services Sustainability (2015) Act, and that this shall in no way be construed as the union accepting or in any way admitting to the constitutionality of Bill 148 in whole or in part.

ARTICLE 43 – STAFF DEVELOPMENT

- 43.1 The Employer and the Union recognize the need for ongoing staff development so that programs and services for students and schools remain current.
- 43.2 It is also recognized by both parties that the Employer, the Union and individual Employees have a responsibility to actively participate in development activities. To this end the following shall be considered:
- 43.3 The Employer and the Union will establish a Staff Development Committee to examine staff development needs among Employees and to make recommendations to both the Employer and the Union about programs to meet these needs.
- 43.4 Whenever possible, and notwithstanding any other condition in this Agreement, the Employer will attempt to organize and provide staff development activities on days when the normal operation of the system is changed (i.e. teacher in-service days, break period, make-up days, etc) and Full-Time or Part-Time Employees are scheduled to work.

Training and Professional Development

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

ARTICLE 44 – TEMPORARY ASSIGNMENT/RATES AND CONDITIONS

- 44.1 When an Employee is temporarily assigned to a position paying a lower rate, the Employee's regular rate of pay shall not be reduced during the temporary assignment.
- 44.2 An Employee required to temporarily perform duties in a higher rate of pay shall receive the higher rate while occupying such position.
- 44.3 Transfers and Seniority outside Bargaining Unit:
- (a) No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee is transferred to a position outside of the bargaining unit for a period of six (6) months, the Employee shall retain and accumulate seniority during such transfer. Should the Employee not return to the bargaining unit within six (6) months, the Employee shall lose all seniority rights to the bargaining unit.
- (b) If such an Employee returns to the bargaining unit within the six (6) months, or an extension is agreed under (c), the Employee shall be returned to the Employee's former position; or a comparable position with a comparable salary rate, where the Employee's former position has been abolished.

(c) Where the Employer requests, and the Union and the employee agree, this period may be extended up to a further six (6) months.

- 44.4 Employees who are temporarily transferred by the Employer and who are required to travel additional distance shall be paid for travel at the prevailing rates of the RCE per kilometer.
- 44.5 Employees who are temporarily transferred to other positions shall at the end of such transfer return to their former position and salary rate.

ARTICLE 45 – UNION

- 45.1 It is agreed by the Union and the Employer that union activities shall, wherever possible, take place outside regular working hours. Union meetings may only be held on the premises of the Employer with the permission of the Employer.
- 45.2 Union Dues – Check-Off: From the commencement of employment, the Employer shall deduct from each Employee any dues, initiation fees and assessments levied in accordance with the Union Constitution and By-Laws.
- 45.3 Deductions: Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following accompanied by two copies of all the names of Employees from whose wages the deductions have been made.
- 45.4 The Union shall forward to the Employer a letter authorizing changes in monthly dues before the Employer shall make such changes. The Union shall take reasonable steps to ensure that all Employees so affected will be notified.
- 45.5 The Employer agrees to put the Union Dues, initiation fees and assessments deducted on the T-4 slip for each Employee.
- 45.6 The Employer agrees to provide to the Union annually on March 31st, Employee contact information which will include the following:

- (a) the name of each Employee;
- (b) the corresponding appointment status of each Employee;
- (c) the work location of each Employee; and
- (d) the Employer provided email address for each Employee.

45.7 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.

45.8 Union Meetings: Employees shall be permitted time off after 7:00 p.m., where such meetings are scheduled at this time, to attend a Union meeting under the following conditions:

- (a) A maximum of four (4) meetings in any one calendar year.
- (b) The Employee notifies the Employee's immediate Supervisor at least three (3) days in advance of the meeting.
- (c) Any time missed to attend a Union meeting shall be made up by the Employee at a time to be determined as mutually agreed between the Employee and the supervisor. Such time to be made up shall not be considered overtime.

45.9 Union Membership:

- (a) All Employees shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.
- (b) The Employer and the Union shall establish by October 31 of each year the current list of union members in good standing.
- (c) The Union shall advise the Employer throughout the year of members who are not in good standing.

45.10 Union Representation: The Union may appoint a Collective Bargaining Committee which shall consist of not more than five (5) Employee members of the Union and not more than five representatives of the Employer. Each party shall advise the other party 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 when such meetings are conducted during working hours and the Employer has given permission to the Employee to be involved in negotiations during working hours 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.

- 45.11 Following Notice to Bargain in accordance with Article 9 the parties shall meet within twenty (20) calendar days to commence collective bargaining and subsequent meetings shall be held at times and places fixed by mutual agreement.
- 45.12 The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and existing actuarial information pertaining to pension and welfare plans.
- 45.13 Notice of Changes: Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of intention to commence collective bargaining.
- 45.14 In this Agreement:
- (a) The Employer shall have the right at any time to have the assistance of persons from outside its employ when negotiating with the Union:
 - (b) The Union shall have the right at any reasonable time to have the assistance of a representative of the Union when dealing with or negotiating with the Employer. For these purposes the representatives of the Union shall have reasonable access to the premises of the Employer.
- 45.15 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

- 45.16 The Director of Human Resources shall be provided with a list, in writing, of all Union officers including Stewards and their terms of office and shall be advised, within fifteen (15) days of any changes to the list. The Employer shall supply the Union with a list of supervisory/managerial personnel with whom the Union may be required to transact business and shall be advised within fifteen (15) days of any changes to the list.
- 45.17 The Employer agrees that Stewards and/or Executive members shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting grievances as provided in this article.
- 45.18 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.
- 45.19 A Steward, where practicable, shall obtain the permission of the Steward's immediate Manager, before leaving work to perform duties as a Steward, such permission not to be unreasonably withheld.
- 45.20 The Steward, where practicable, shall report back to the Steward's immediate Manager or designate before resuming the normal duties of the Steward's position after completing duties as a Steward; and
- 45.21 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.
- 45.22 It is understood that each Employee has regular work to perform on behalf of the Employer. Notwithstanding this, if it is necessary for an Employee to be involved in the process of a grievance during working hours, the Employee will do so as expeditiously as possible, and where practicable, and will not leave the Employee's job without giving an explanation for leaving and obtaining permission from the Employee's Immediate Supervisor/Manager. The Employee shall, whenever practicable, report back to that Immediate Manager before resuming regular work of the Employer.

- 45.23 When the Employer conducts staff orientation sessions or worksite staff meetings, the Union will be provided a reasonable amount of time at the beginning or the end of the meeting to advise Union members present of ongoing or upcoming Union related business.
- 45.24 The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within a reasonable period following the requesting of any such information by the Union.

ARTICLE 46 – VACANCIES, POSTINGS AND STAFF CHANGES

- 46.1 (a) When a vacancy exists in the bargaining unit, including the creation of a new position or a vacancy in excess of forty (40) working days, the Employer shall post notices of the vacancy for seven (7) calendar days in all schools and all bus garages of the Employer and on the RCE's web site.
- (b) Any applicant from within the bargaining unit must make written application for the vacancy on the appropriate application form, including all the required information in accordance with the posting requirements and include, where applicable, the employee's interest in being considered for subsequently arising vacancies.
- 46.2 The notice of vacancy shall contain the nature of the vacant position, the location(s), if for a term position, the expected period of employment, the required qualifications, skills (including, where appropriate, the ability to communicate positively and effectively), experience, closing date and time for applications, as well as the wage or salary rate, and anticipated starting date.
- 46.3 The Employer may fill the position on a temporary basis until the appointment is made.
- 46.4 Once the Employer has received applications from applicants, applicant Employees shall be permitted to transfer on the basis of seniority to positions in the classification in which a vacancy has arisen (or subsequent vacancies) and such transfers may be carried out without the requirement for any further posting of the vacancies.

If the subsequent vacancy is in a different county or different classification, then the subsequent vacancy shall be posted.

- 46.5 In filling a vacancy in an existing or new position, appointment shall be made of the Employee with the greatest seniority who has the required qualifications, skills (including where appropriate, the ability to communicate positively and effectively) and experience.
- 46.6 The Employer may advertise bargaining unit vacancies outside the bargaining unit simultaneously to posting the vacancy internally but no consideration will be given to external applicants until the Employer has given full consideration to all applicants in the bargaining unit.
- 46.7 (a) Notwithstanding any other provision of this Agreement, an Employee who has completed their probationary period and is transferred or appointed to a different position shall be on a trial period for a period eighty (80) days of actual work from the date of transfer or appointment.
- (b) If the Employer or Employee determines at any time during the trial period that a transferred Employee is not suitable for ongoing employment in the position, the Employer or Employee shall provide the other party with ten (10) days notice and the Employee shall be returned to the Employee's former position without loss of seniority or benefits; and
- (c) Any other Employee who was transferred or promoted because of any rearrangement of positions and is affected by an Employee being reassigned to their original position shall be returned to the Employee's former position without loss of seniority or benefits.
- 46.8 The Employer agrees to give reasonable consideration to the senior applicant who does not possess the qualifications but at the time of the posting was actively engaged in a program to attain such qualification. Such Employee shall be given a period of up to three (3) months to attain the required qualifications and will be returned to the Employee's former position if the required qualifications are not met within such time period.

- 46.9 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.
- 46.10 An Employee unable through injury or illness to perform the Employee's normal duties shall be given the opportunity to perform suitable alternative duties provided such duties are available. Such Employee shall not displace an Employee with more seniority. Any Employee performing such alternate employment shall receive the rate provided for such duties in Appendix "A" to this Agreement.
- 46.11 Where an Employee is to be replaced for an absence of five (5) working days or less, the Employee will be replaced by an immediately available qualified Employee in the same work location in accordance with seniority provided it is a promotion or there are more hours of work, and there are no adverse operational consequences. Where an Employee is to be replaced for an absence of more than (5) days, the Employee will be replaced by an immediately available qualified Employee who has indicated a willingness to work at that work location in accordance with seniority provided it is a promotion or there are more hours of work and there are no adverse operational consequences.
- 46.12 Notwithstanding any other provisions of this agreement,
- (a) Teacher Assistants are not permitted to apply to any other Teacher Assistant positions after September 15 of a school year, unless applying for a position with more hours; and
 - (b) Newly created casual Teacher Assistant positions for twenty (20) or more days will first be made available to laid-off Teacher Assistants in order of seniority.
- 46.13 A Teacher Assistant Assignment Forum is held in the spring of each year to reassign Teacher Assistants to positions for the upcoming school term in the following manner:
- (a) Teacher Assistants will have the opportunity, through the annual assignment forum, to apply for posted positions, in order of seniority, provided they have the required qualifications or will have the required qualifications by the commencement of the school term.

- i. The Union may, at any Labour Management Committee meeting, request the Employer to provide an explanation as to why it has placed a required designation upon a TA/EPA position.
 - ii. The Employer agrees to engage in a meaningful discussion with the Union respecting the confidentiality of the student in response to any questions posed pursuant to this article.
- (b) Teacher Assistant positions not filled during the teacher assistant assignment forum will be posted internal and externally, following the forum.
- (c) In rare circumstances, where there is a gender requirement, the employer agrees to engage in a meaningful discussion with the Union, subject to confidentiality and privacy policies and legislation, in response to any questions posed.

ARTICLE 47 – VACATIONS

- 47.1 Except in extenuating circumstances beyond the control of an Employee and with permission from the Employer, vacation shall be taken in the year in which it becomes owing to the Employee and shall not be carried over from year to year. An Employee must work one year before being eligible for vacation benefits.
- 47.2 Unless mutually agreed, no vacation period of longer than fifteen (15) working days shall be taken during the months of July and August for maintenance and janitorial staff.
- 47.3 On or before the 31st day of March of each year, Employees will indicate to the Employer their preferred vacation dates on the list circulated by the Employer. Vacation schedule will be posted on or before the 1st day of May of each year. The proper functioning of the Employer's operations will be considered by the Employer in scheduling vacations and changes to the vacation schedule may be made to meet extenuating circumstances beyond the control of the Employer. In such cases, the Employer will give affected Employees as much advance notice as possible of such a change.

47.4 Preference in scheduling vacation shall be given to senior Employees if possible; an Employee can only use their seniority in preference over other Employees for one period of vacation in any given year.

47.5 Entitlements for vacation periods shall be as follows:

(a) Twelve-month Employees shall be entitled to an annual vacation with pay in accordance with credited service as of the Employee's last anniversary date:

Service – Entitlement
After 1 year – 15 days
After 5 years – 20 days
After 15 years – 25 days
After 30 years – 30 days

(b) All other Employees shall be entitled to a percentage of gross earnings paid on a biweekly basis in accordance with credited service as of the Employee's last anniversary date:

After 1 year – 6%
After 5 years – 8%
After 15 years – 10%
After 30 years – 12%

47.6 Less than one year of service, vacation allowance shall be in accordance with the Nova Scotia *Labour Standards Code*.

47.7 If a paid holiday falls or is observed during an Employee's vacation period, the Employee shall be permitted an additional vacation day with pay at a time mutually agreed upon between the Employee and the Employer.

47.8 Employees who, at the time of the signing of this Agreement, have entitlements for vacation or for vacation pay in excess of that provided for in this Article shall be entitled to maintain such entitlement.

47.9 An Employee terminating employment at any time in the Employee's vacation year, before the Employee has taken vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

ARTICLE 48 – VEHICLE OPERATION

- 48.1 All Employees who operate an Employer-owned vehicle are expected to follow all rules and regulations and responsibilities as established under the Motor Carrier Act (Nova Scotia), Motor Vehicle Act, (Nova Scotia) and Education Act and/or Regulations (Nova Scotia).
- 48.2 An Employee covered by this Agreement, while operating an Employer/owned motor vehicle, becomes involved in any collision or accident with such motor vehicle may be suspended with pay until an investigation has been completed to the satisfaction of the Employer. Where the Employee is found not responsible for such accident, the Employee will be fully reinstated and will receive callback pay and full seniority rights retroactive from the date of the suspension.
- 48.3 Any Employee who while operating an Employer-owned vehicle is charged under the *Motor Vehicle Act*, or *Criminal Code of Canada* or becomes involved in any collision or accident is expected to immediately report the collision, accident or infraction to the Employee's immediate Manager or designate. Failure to report such accident will render the Employee subject to disciplinary action up to and including discharge.
- 48.4 Driver's Abstract:
- (a) Any Employee who is required to drive in the course of performing their employment duties shall, upon request by the Employer, provide a release enabling the Employer to obtain a Driver's Abstract; and
 - (b) It is a condition of employment for Bus Drivers that a Driver's Abstract be provided to the Manager of Transportation by each driver within seven (7) days of commencement of operations in each school year. Failure to provide this driving record in a timely fashion with full and accurate information may result in disciplinary action being taken by the Employer.
- 48.5 Any employee whose position requires they hold a valid driver's license:

- (a) who has their license suspended or revoked, must notify their immediate supervisor, or designate forthwith.
- (b) who renew their drivers' license or have a change in their license class are required to provide a copy of the new or changed license to their immediate supervisor or designate.

ARTICLE 49 – WAGES/ALLOWANCES

- 49.1 Wages: The Employer shall pay Employees bi-weekly (26 pay periods/year) in accordance with Appendix “A” attached hereto and forming part of this Agreement.

The first pay date in the school year shall be the second Thursday in August except whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the immediately preceding school year, then the first pay date instead of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August.

On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and any supplementary pay and deductions.

- 49.2 Pay for Employees shall be made by direct deposit one week after the bi-weekly payroll ending dates with the deposit being made the Thursday of the week in which Employees are paid.
- 49.3 When required to attend in-services or training outside normal work days or at a location other than their normal work location, Employees shall be provided transportation or paid for any additional travel at the prevailing RCE rate.
- 49.4 Employees required to use their vehicles for business of the Employer shall be paid for such travel at the prevailing rates of the RCE, or two dollars (\$2.00) a day, whichever is greater.
- 49.5 Bus Drivers who need to plug in their buses during the winter months will receive a refund of the incurred expense of Sixty Dollars (\$60.00) to be paid April 1st of each year.

- 49.6 Mechanics and mechanic helpers shall be provided with coveralls when required and if required to go on the highway to repair buses shall be provided with rain gear for inclement weather.
- 49.7 Each mechanic and maintenance Employee who is required to provide their own tools shall be provided with up to three hundred dollars (\$300.00) to help replace worn or broken tools, payable on presentation of proof of purchase.
- 49.8 The Employer shall provide transportation to all bus drivers to pick up and return their buses in June and September of each year.
- 49.9 All bus drivers will receive one (1) high visibility jacket at least every four (4) years or as needed when the old high visibility jacket is returned due to being damaged or worn out.
- 49.10
- (a) Mechanics will receive one (1) pair of coveralls as needed when the old pair is worn out and returned to the Employer. The Employer will continue its current practice of providing a laundry service for coveralls.
 - (b) Maintenance employees will receive one (1) pair of coveralls at least every two (2) years.
 - (c) Building Operators and Maintenance employees will be reimbursed up to two hundred dollars (\$200.00) every two years for safety footwear, payable upon presentation of proof of purchase.
 - (d) Mechanics will be reimbursed up to two hundred dollars annually for safety footwear, payable upon presentation of proof of purchase.
- 49.11 Where water testing certification/ recertification is required of a CUPE Employee, the Employer will be responsible for training costs.

ARTICLE 50 – JOB SHARING

50.1 Job sharing is an arrangement whereby Employees share the hours of work, pay and related benefits of a full-time position. The maximum number of job share agreements in effect in one year shall not exceed twenty-five full-time positions. The conditions for job sharing are as follows:

- (a) The Employee holding the full-time position must request the job share in writing on or before March 15 of the school year in which the sharing is to occur. Once approved, the remaining part of the full-time position shall be posted and filled in accordance with the terms of this Collective Agreement. Any subsequent vacancy shall also be posted in accordance with this Collective Agreement.
- (b) Job sharing will be on a 50/50 basis for the hours of the full-time position.
- (c) Only one (1) working position may be shared by two (2) Employees.
- (d) A job sharing arrangement shall be in effect for one (1) year or less and can be extended by mutual agreement between the Employer, the Union and the Employees sharing a position.
- (e) If one of the job share Employees is granted a leave of absence from their position, the remaining position shall be filled in accordance with the provisions of the collective agreement.
- (f) If one of the job share Employees resigns their position, the arrangement will cease and the position will revert back to the original arrangement or be filled in accordance with the terms of the collective agreement.
- (g) Approval to enter into a job share arrangement is at the discretion of the Director of Human Resources and is subject to the agreement of the Union. Any request for a job share that meets the criteria in this Article and that does not adversely affect operational requirements shall not be unreasonably denied.

- (h) Job sharing shall be considered the same as a regular part-time assignment for the purpose of seniority.
- (i) When an in-service is held for Employees in the classification of the job sharing arrangement, the Employees scheduled to work shall attend.

50.2 Employees in a job sharing arrangement shall be entitled to all rights and benefits of this Collective Agreement on a pro-rated basis.

ARTICLE 51 – EARLY CHILDHOOD EDUCATORS

51 The Parties agree that the Early Childhood Educators and Lead Early Childhood Educators (ECE's) will become Bargaining Unit members upon the signing of this Collective Agreement (or before that date if mutually agreed to by the Parties) under the terms and conditions of this Collective Agreement except :

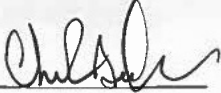
- a) ECE's will be paid for all days when classes are cancelled (and not required to attend work on such days) and, in exchange, will not receive any additional remuneration for attending in-services, PD and/or special events, or extra hours of work that are approved by the Manager of Pre-Primary & Early Years Program; and
- b) ECE's are not permitted to transfer to any other ECE positions during a school year, unless applying for a position with more hours or increase in remuneration.

ARTICLE 52 – RETRO PAY

52.1 Retro pay shall be paid to all Casuals, Terms, Retirees and those who have resigned who were working during the term covered to which the retro pay applies.

IN WITNESS WHEREOF the duly authorized representatives of the Strait Regional Centre for Education, Province of Nova Scotia, and Local 955, The Canadian Union of Public Employees, have set their hands and affixed their seals this day of September 1 / 2023

**STRAIT REGIONAL
CENTRE FOR EDUCATION**



Witness to signing by the
Strait Regional Centre for Education

Per: 

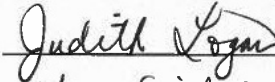
Per: 

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 955**



Witness to signing by the
Canadian Union of Public
Employees, Local 955

Per: 

Per: 

Per: 

Per: 

Per: _____

APPENDIX “A”

1. Wages

Wages will be adjusted as follows:

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

The following classification adjustments will be applied effective April 1, 2023 immediately before the 3% increase on the same day:

1. A \$2.50 adjustment to the Trades Classifications as defined in Appendix “C” to this agreement;
2. A \$0.50 adjustment to all bus driver classifications (Bus Driver, Head Bus Driver, and Bus Driver with Additional Duties);
3. A \$1.00 adjustment to classifications for which the top of the wage scale remains under \$20.00 per hour after the first two years of economic adjustments (1.5%, 1.5%)
4. No employee will receive an adjustment under both 2 and 4 of this list, meaning that a minimum wage employee who receives the \$2.00 adjustment but remains under \$20 will not receive an additional \$1.00 adjustment.

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

The table below shows the wage rates including all negotiated wage adjustments listed above but does not include any increase as a result of the wage harmonization process. The rates for March 31, 2024 are the minimum rates an employee will receive. Additional wage adjustments are possible through the wage harmonization process outlined in Memorandum of Agreement #3 to this collective agreement. Any such adjustments will provide 50% of the gap to the high rate on the date of ratification and an adjustment to bridge the remaining gap on March 31, 2024.

STRAIT REGIONAL CENTRE FOR EDUCATION – CUPE LOCAL 955 SALARY SCALE EFFECTIVE APRIL 1, 2021

Classification	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2023	March 31, 2024
Apprentice Year 1	\$20.06	\$20.36	\$22.86	\$23.54	\$23.66
Apprentice Year 2	\$21.29	\$21.61	\$24.11	\$24.84	\$24.96
Apprentice Year 3	\$22.55	\$22.89	\$25.39	\$26.15	\$26.28
Apprentice Year 4	\$23.81	\$24.17	\$26.67	\$27.47	\$27.61
Assistive Technology Support Worker	\$23.51	\$23.86	\$23.86	\$24.58	\$24.70
Building Operator	\$29.44	\$29.88	\$32.38	\$33.35	\$33.51
Building Specialist	\$25.52	\$25.90	\$25.90	\$26.68	\$26.81
Building Technician	\$23.29	\$23.64	\$23.64	\$24.35	\$24.47
Bus Driver	\$24.50	\$24.87	\$25.37	\$26.13	\$26.26
Bus Driver with additional duties	\$22.92	\$23.26	\$23.76	\$24.48	\$24.60
Child & Youth Care Practitioner	\$23.50	\$23.85	\$23.85	\$24.57	\$24.69
Cleaner	\$17.07	\$17.33	\$18.33	\$18.88	\$18.97
Custodian	\$19.65	\$19.95	\$20.95	\$21.57	\$21.68
ECE	\$21.36	\$21.68	\$21.68	\$22.33	\$22.44
General Labourer	\$16.81	\$17.06	\$18.06	\$18.60	\$18.70
General Maintenance	\$22.25	\$22.58	\$22.58	\$23.26	\$23.38
Head Custodian	\$20.52	\$20.83	\$20.83	\$21.46	\$21.56
Head Mechanic	\$28.02	\$28.44	\$30.94	\$31.87	\$32.03
Head Motor Vehicle Body Repairer	\$28.02	\$28.44	\$30.94	\$31.87	\$32.03
Inventory Clerk / Dispatcher	\$23.84	\$24.20	\$24.20	\$24.93	\$25.05
Janitor	\$18.43	\$18.71	\$19.71	\$20.30	\$20.40
Lead ECE	\$30.05	\$30.50	\$30.50	\$31.42	\$31.58
Lead Head Mechanic	\$30.40	\$30.86	\$33.36	\$34.36	\$34.53
Library Technician	\$23.80	\$24.16	\$24.16	\$24.88	\$25.01
Lunch & Bus Grounds Supervisor	\$16.32	\$16.57	\$17.57	\$18.09	\$18.18
Maintenance Supervisor	\$29.66	\$30.10	\$32.60	\$33.58	\$33.75
Mechanic	\$27.06	\$27.47	\$29.97	\$30.86	\$31.02
Motor Vehicle Body Repairer	\$27.06	\$27.47	\$29.97	\$30.86	\$31.02
School Secretary	\$22.86	\$23.20	\$23.20	\$23.90	\$24.02
Student Support Worker	\$23.25	\$23.60	\$23.60	\$24.31	\$24.43
Teacher Assistant	\$21.36	\$21.68	\$21.68	\$22.33	\$22.44
Teacher Assistant LPN	\$22.91	\$23.25	\$23.25	\$23.95	\$24.07
Teacher Assistant RN	\$24.74	\$25.11	\$25.11	\$25.86	\$25.99
Tradesperson	\$27.06	\$27.47	\$29.97	\$30.86	\$31.02

April 1, 2021: 1.5%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Technician	\$52,325.25	\$53,958.91	\$55,592.59	\$57,226.25	\$58,863.05
School Plus Outreach Workers	\$47,422.16	\$49,056.87	\$50,690.54	\$52,325.25	\$53,958.91
Parent Navigators	\$47,422.16	\$49,056.87	\$50,690.54	\$52,325.25	\$53,958.91

April 1, 2022: 1.5%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Technician	\$53,110.13	\$54,768.30	\$56,426.47	\$58,084.64	\$59,745.99
School Plus Outreach Workers	\$48,133.49	\$49,792.72	\$51,450.90	\$53,110.13	\$54,768.30
Parent Navigators	\$48,133.49	\$49,792.72	\$51,450.90	\$53,110.13	\$54,768.30

April 1, 2023: 3%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Technician	\$54,703.43	\$56,411.34	\$58,119.27	\$59,827.18	\$61,538.37
School Plus Outreach Workers	\$49,577.50	\$51,286.50	\$52,994.43	\$54,703.43	\$56,411.34
Parent Navigators	\$49,577.50	\$51,286.50	\$52,994.43	\$54,703.43	\$56,411.34

March 31, 2024: 0.5%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Technician	\$54,976.95	\$56,693.40	\$58,409.86	\$60,126.32	\$61,846.06
School Plus Outreach Workers	\$49,825.38	\$51,542.94	\$53,259.40	\$54,976.95	\$56,693.40
Parent Navigators	\$49,825.38	\$51,542.94	\$53,259.40	\$54,976.95	\$56,693.40

APPENDIX “B”
LIST OF EMPLOYEES FROM PREDECESSOR BOARDS
WITH SENIORITY CALCULATED TO MAY 5, 2010

Name	Classification	Region	Seniority
Sandy Rankin	Bus Driver	Inverness	3 yrs 66 days
A. J. Beaton	Bus Driver	Inverness	2 yrs 162 days

APPENDIX “C”

Trades Classifications:

- Tradespersons,
- Mechanics,
- Motor Vehicle Body Repairers,
- Building Operator,
- Lead Hand Mechanic,
- Head Mechanic,
- Apprentices (Maintain differential with the trades),
- Maintenance Supervisor.

Minimum Wage Classifications:

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

LETTER OF UNDERSTANDING # 1

LETTER OF UNDERSTANDING

Summer Employment -Combined Classifications

Between:

Strait Regional School Board

(the "Employer")

- and -

Canadian Union of Public Employees, Local 955

(the "Union")

Ongoing reoccurring summer job placements have necessitated the need to create twelve month positions.

The parties hereby agree that the Employer will advertise twelve month positions to ten month employees. The positions may be a combination of two classifications, and the rate(s) of pay will be in accordance with the classification(s) held.

Notwithstanding the provisions of the collective agreement, it is understood that Employees will:

- maintain their permanent ten month position;
- be permitted to withdraw from the summer employment portion upon providing written notice to the Director of Human Resources in accordance with the terms of the collective agreement;
- The Employees appointed to these positions will be classed in their primary classification and be reclassified when reassigned for summer work.
- If the Employee is normally scheduled to be laid off during Christmas and March break, it is mandatory that the vacation be taken during the break periods.
- The maximum amount of summer vacation that can be taken is two weeks.
- Salary and benefits for the summer employment reassignment will be in accordance with the posted classification.

DATED at Port Hastings, Nova Scotia this 19 day of January, 2010.



Witness



Strait Regional School Board



Witness



Canadian Union of Public Employees,
Local 955

LETTER OF UNDERSTANDING # 2

LETTER OF UNDERSTANDING

Summer Employment - Permanent Employees/Term Vacancies

Between:

Strait Regional School Board

(the "Employer")


- and -

Canadian Union of Public Employees, Local 955

(the "Union")

Notwithstanding Article 7.1 (!) of the collective agreement, the parties hereby agree that if the operational requirements of the board necessitates the hiring of CUPE employees for a duration of thirty days or more during the summer period, the positions will be posted as term positions. Successful applicants who are currently in permanent positions will be recalled to the posted positions, and will receive all the benefits of a permanent employee.

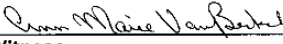
DATED at Port Hastings, Nova Scotia this 19 day of January, 2010.



Witness



Strait Regional School Board



Witness



Canadian Union of Public Employees,
Local 955

LETTER OF UNDERSTANDING # 3

LETTER OF UNDERSTANDING

Article 27.2 Union and Public Office Leave of Absence

Between:

Strait Regional School Board

(the "Employer")

- and -

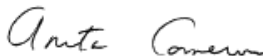
Canadian Union of Public Employees, Local 955

(the "Union")

Notwithstanding any changes negotiated in the 2012 round of bargaining to Article 27.2 (Union and Public Office Leave of Absence) of the collective agreement, the parties hereby agree that any employee who is currently on leave under this article will maintain the right to leave for a maximum duration of ten (10) years during the present leave period.

Once the employee returns to employment with the Employer, any new leaves under the Union and Public Office Leave of Absence article would be pursuant to the language of the article at the time of the request by the employee.

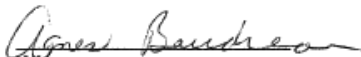
DATED at Mulgrave, Nova Scotia this 13th day of November, 2012



Witness



Strait Regional School Board



Witness



Canadian Union of Public Employees,
Local 955

LETTER OF UNDERSTANDING # 4

Between:

STRAIT REGIONAL SCHOOL BOARD

(The "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 955

(The "Union")

Stemming from Collective Bargaining, at a future Labour Management Committee Meeting, the Committee will discuss the utilization of laid off or underemployed employees for extra work to be completed, eg. special projects.

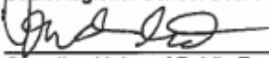
Dated at Port Hawkesbury, Nova Scotia this 18 day of October, 2019.



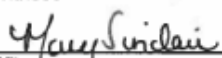
Strait Regional School Board



Witness



Canadian Union of Public Employees,
Local 955



Witness

LETTER OF UNDERSTANDING # 5

LETTER OF UNDERSTANDING

RE: Employment Equity

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

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

The Parties agree:

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

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

1. Agreement of the Employer and Bargaining Unit to conduct a self-identification survey.
2. The Employer will be responsible for the maintenance of the self-identification data.
3. Reporting of the statistical results of the self-identification survey.
4. Analysis of the results of the self-identification survey to compare the number of identified people in the bargaining unit with the identified peoples within the boundaries of the applicable RCE or CSAP.
5. Development of goals and timelines to eliminate the discrepancies in representation of identified peoples between the bargaining unit and the general population.
6. Joint education and training for all employees with respect to the implementation of the Employment Equity Program.

7. Training and development to foster advancement of all interested employees within the bargaining unit.
8. Recruitment of identified peoples.
9. Skills, qualifications, experience as selection criteria for vacant positions.
10. An annual and review of the progress towards development of a representative population within the bargaining unit.

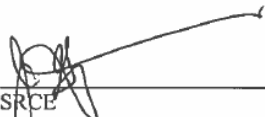
Process for Diverse Hires

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

For the Union


L.955

For the Employers


SRCE

Letter of Agreement #1

LETTER OF AGREEMENT

Article 14.6 (c) & (d) - Bus Drivers Taking Extra / Co-Curricular Trips

Between:

Strait Regional School Board

(the "Employer")

- and -

Canadian Union of Public Employees, Local 955

(the "Union")

The Parties agree that Bus Drivers whose hours of work are covered under Article 14.6 (c) of the collective agreement, but that sign up for additional hours, will be paid at their regular rate of pay for only the hours worked that exceed the five (5) hours of pay they would normally receive.

The Parties agree that Bus Drivers whose hours of work are covered under Article 14.6 (d) of the collective agreement, but that sign up for additional hours, will be paid at their regular rate of pay for only the hours worked that exceed the six (6) hours of pay they would normally receive.

The Parties agree that this letter only applies to additional hours worked, that fall within the Bus Driver's normal working day

DATED at Mulgrave, Nova Scotia this 11th day of December, 2012



Witness



Strait Regional School Board



Witness



Canadian Union of Public Employees,
Local 955

MEMORANDUM OF AGREEMENT #1
RE: REDEPLOYMENT

The Employers and CUPE Locals agree:

In the event that Shared Services initiatives result in work being transferred from one or more of the above Employers to another of the above Employers, and the transferred work falls within the bargaining unit of a CUPE Local at the receiving Employer and the receiving Employer determines that it will require an increase in the complement of employees to perform the transferred work, the Parties hereby agree to the following:

1. The principle is permanent/regular CUPE bargaining unit Employees who have been subject to layoff and who have recall rights under their respective Collective Agreement will have the opportunity to transfer into newly created positions in the same classification, subject to qualifications as determined by the receiving School Board, provided that classification is currently a CUPE classification in the receiving Board. Notwithstanding, existing employees of the receiving School Board shall maintain the right to internal transfer within their current classification in accordance with the provisions of the local Collective Agreement considered for available employment opportunities in CUPE bargaining units in the same classification with the other participating School Boards in priority to the hiring of new employees. Employees who transfer shall maintain their current seniority as per the seniority list, service, accumulated sick leave and accumulated vacation from the originating Board's Collective Agreement. From the date of hire with the receiving School Board, the employee is subject to the provisions of the local Collective Agreement.
2. For the purposes of this agreement the lay-offs discussed are limited to permanent lay-offs provincially mandated by the shared-service review.
3. The Employers and the Union will form a Joint Provincial Redeployment Committee. The purpose of which will be to create a process, administered by the Employers, which will allow displaced redundant permanent/regular employees, to be made aware of other potential re-employment opportunities in CUPE bargaining units as per the Locals listed above.
4. The committee will address any issues around implementation and interpretation including the awarding of funded severance, if any.
5. In the event that work is transferred from one or more Employers to an Employer not bound by the Memorandum of Agreement, any Employer shall advocate with the receiving Employer to accept any affected Employees as fairly and equitably as possible.
6. The ability to speak and write fluently in French is a requirement for employment with the CSAP.

MEMORANDUM OF AGREEMENT #2
RE: LABOUR MANAGEMENT SUB-COMMITTEE

Without prejudice to either Parties' interpretation and position in relation to the current working of the Collective Agreement, the Parties agree to form a sub-committee of the Labour Management committee, consisting of three (3) representatives for each Party, to discuss the rights and benefits of Term employees, as defined in the Collective Agreement, including Article 39.6 and any other related Articles.

The Committee:

1. will have no authority to alter or set aside the terms of the Collective Agreement,
2. will meet within 1 (one) year of ratification of the Collective Agreement.
3. will meet as often as necessary, without loss of pay;
4. will consist of equal parts Management and Union Representatives; either party may have the assistance of the CUPE National Representative, Labour Relations Professional and/or other professionals as mutually agreed.
5. May make recommendations and/or proposals to their respective bargaining committees prior to bargaining the next Collective Agreement; or another time as mutually agreed.

MEMORANDUM OF AGREEMENT #3
WAGE HARMONIZATION

BETWEEN:

The Canadian Union of Public Employees Union

("the Union")

And

Education Entities

("the Employer")

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

AND WHEREAS the Parties are in agreement to a **wage harmonization process that will result in the Regular Hourly Rate of pay (not including the value of benefits, pension or vacation in the comparative calculations) calculated on a bare rate basis (as defined in this document), for each qualified and partially-qualified classification moving to the highest Regular Hourly Rate of pay, calculated on a bare rate basis, for the same or substantially similar qualified and partially-qualified classification across the Province's eight (8) education entities;**

The Parties Agree as Follows:

1. No later than July 1, 2023, ~~the parties will organize a meeting of~~ the Classification and Review Committee as contained in this agreement **will meet to agree on what the Regular Hourly Rate of pay of each qualified and partially-qualified classification should align harmonize to, based on the following:**
 - a. Identify a proper comparator classification from a Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly-titled jobs perform identical work, and not all job titles match precisely to one

Page 1 of 2

another) which the parties agree has the highest **Regular Hourly Rate of pay** in the ~~Province~~ Province's eight (8) education entities. **The job description and/or job posting, including the Regular Hourly Rate of pay will be provided to the committee no later than 14 calendar days in advance of the meeting.**

- b. The highest **Regular Hourly Rate of pay** will be top of scale rates that are adjusted to include the first two years of **general wage increases of this agreement (1.5%, 1.5%)** and in effect as of December 1, 2022.
 - c. In comparing **Regular Hourly Rates of pay**, use the Employer rate paid at top of scale as of December 1, 2022. It will also include any advance parity adjustment up to that date, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the ~~Province~~ Province's eight (8) education entities, shall be applied.
 - d. For the purpose of determining the applicable Halifax CUPE **Regular Hourly Rate of Pay**, the salaries as contained within the Halifax CUPE wage schedules (Schedule A) will be converted to a **Regular Hourly Rate of pay less any vacation amount that had been added and will factor in the smoothing which occurs within the Halifax agreement.** ~~and the vacation amounts as contained therein will be removed.~~
2. The parties agree to make best efforts to complete the **wage harmonization compensation-alignment** analysis no later than October 31, 2023. The timeline for moving to the aligned rate will be as follows:
- a. **Retroactive to date of ratification** – adjust the **Regular Hourly Rate of pay** to bridge 50% of the gap with the aligned rate;
 - b. **March 31, 2024** – bridge the remaining gap with the aligned rate. **The increase resulting in this point will be applied prior to any applicable general wage adjustment.**
 - c. **Any classifications adversely impacted in this process whereby a particular classification's Regular Hourly Rate of pay is surpassed by the subordinate classification Regular Hourly Rate of pay, the previous differential will be restored in line with a) and b) above.**

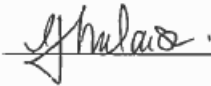
~~3. If the performance of this Memorandum of Agreement in any way conflicts with any terms of the collective agreement between the parties, this Memorandum of Agreement overrides the collective agreement term.~~


4. Notwithstanding any other provision in the collective agreement, this Memorandum of Agreement shall prevail.

5. This document will govern the wage harmonization process.

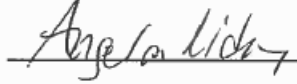
Dated this day of April, 2023.

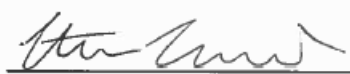
For the Union:





For the Employer:





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