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COLLECTIVE AGREEMENT

-between-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050

-and-

CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD

(Effective November 1, 1997 to March 31, 2001)

ENTERED

11188(01)

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THIS AGREEMENT, effective from **November 1, 1997** to **March 31, 2001**,

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its
LOCAL 5050, hereinafter called "**the Union**",

Party of the First Part

and

THE CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD
hereinafter referred to as "**the Employer**",

Party of the Second Part

ARTICLE 1 - TERM OF AGREEMENT

- 1.01** **(1)** This Agreement shall be binding and remain in effect from November 1, 1997 to March 31, 2001 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires termination or amendment.
- (2)** The terms of this Agreement, other than wages, shall become effective from the date of signing.
- 1.02** Either party desiring to propose changes to this Agreement shall, within two months (2) prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty **(20)** working days of receipt of such notice by one party, the other party, is required to enter into negotiations for a new agreement.
- 1.03** This Agreement, during its term, may be amended from time to time by mutual agreement, in writing by the parties.
- 1.04** Any regular employee who has served their employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages.
- 1.05** Where a notice to amend/bargain this Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

ARTICLE 2 - PREAMBLE

2.01 *Purpose of Agreement*

WHEREAS it is the purpose of both parties to this Agreement:

- (1) To improve relations between the Employer and the Union and provide settled and just conditions of employment and to render the highest standard of services possible to the students of Cape Breton Victoria Regional School Board within the bounds of resources available.
- (2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, and service.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

2.02 AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees 'be drawn up in a collective agreement, the parties agree as follows:

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that it is the exclusive right of the Employer to manage its affairs and to direct the workforce and, unless this Agreement provides otherwise and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (1) maintain order, discipline and efficiency;
- (2) hire, determine qualifications, assign work, determine hours of work, promote, demote, transfer, lay-off, discipline, suspend, or discharge for just cause any Employee covered by this Agreement;
- (3) make and alter, from time to time, rules and regulations to be observed by Employees, these rules and regulations shall not be inconsistent with the provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be processed in accordance with Article 11.01;

- (4) determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirements to be used in providing these services;
- (5) study or introduce new or improved methods or facilities, to determine the standard and quality of services to be provided!, to determine schedules of work, the extension, limitation, curtailment or cessation of operations in whole or in part, and all other matters concerning the operation of the Employer's services not specifically restricted in this Agreement.

The question of whether one of these rights is limited by the collective agreement may be directed through the grievance procedure.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

- 4.01** The Employer recognizes the Canadian Union of Public Employees and its Local 5050 as the sole and exclusive bargaining agent for all of its Employees, save and except the Directors of Finance, Human Resources and Support Services, Coordinator of Finance, Communications Officer, Conveyance Managers, Property Service Managers, Purchasing Agent, Buyer, three Accountants, Secretary to Superintendent, Secretary to Director of Finance, three Secretaries to Human Resources Department, Office Manager, Supervisors of Payroll and Accounts Payable, Board Network Administrator, Employee Benefits/Occupational Health and Safety Officer, NSTU employees, and those employees excluded by Section 1(a), Subsections 2 (a&b) of the Nova Scotia Trade Union Act.
- 4.02** No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 4.03** This Agreement applies to:
- (1) Regular Full-time Employees;
 - (2) Regular Part-time Employees;
 - (3) Probationary Employees from the date of hire, except as otherwise provided for in this agreement; and
 - (4) Casual Employees as restricted by Article 4.04 herein.

4.04

The following terms, conditions and benefits of this Collective Agreement shall apply to Casual Employees as at the date of signing:

- (1) they shall become members of the bargaining unit on their date of hire with restricted rights and privileges as defined herein.
- (2) they shall be subject to call for work at the discretion of the Employer and may be disciplined, terminated or dismissed with or without cause at any time.
- (3) they shall be paid 85% of the rate of any given classification as provided in Schedule "A". If a Casual Employee is receiving a higher rate of pay at the date this Agreement is executed, then such higher rate shall continue to be paid until the Casual Employee completes that particular assignment. The casual Northside Bus Drivers shall continue to receive their present rate of pay until the conclusion of the 1998/99 school year.
- (4) they shall receive vacation pay at the rate of 4% to be paid with each pay received from the Employer;
- (5) they shall be entitled to the following bereavement leave provided the Casual Employee has worked the fifteen (15) consecutive working days immediately before and the next working day immediately after the leave expires and further provided that such leave is taken immediately upon the death and/or the funeral:
 - (6) for death of the Casual Employee's spouse, child, step-child, parent or step-parent, a leave of three (3) working days with pay shall be granted;
 - (7) for death of the Casual Employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal dependent, grandparent and grandchild, a leave of one (1) working day with pay shall be granted;
- (8) they shall be entitled to holidays in accordance with the Labour Standards Code and in addition, the following holidays or pay in lieu thereof, provided the employee has worked the fifteen (15) consecutive working days immediately before and the regularly scheduled working day immediately after the following holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	1st Monday in August	Christmas Day
Easter Monday	Labour Day	
Victoria Day	Thanksgiving Day	
- (9) they shall only be entitled to grieve the matters contained in this Article 4.04(3),(4),(5),(6)and (7).

ARTICLE 5 - NO DISCRIMINATION

5.01 **Employer Shall not Discriminate**

The Employer agrees that there shall be no discrimination interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, color, national origin, religion, political affiliation or activity, gender or marital status, sexual orientation, nor by reason of their membership or activity in a Trade Union.

5.02 **Personal Rights**

Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Employer.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 **Union Dues - Check-Off:** From the commencement of employment, the Employer shall deduct from every Employee covered by this agreement any monthly dues, initiation fees and assessments levied in accordance with the Union Constitution and By-Laws.

6.02 **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. In February of each year the Employer will give to the Union, a letter indicating the number of unionized female and male employees employed by the Board.

6.03 The Union shall forward to the Employer a letter authorizing changes in monthly dues 30 days prior to the effective date before the Employer shall make such changes. The Union and the Employer shall take reasonable steps to ensure that all employees so affected will be notified.

6.04 The Employer agrees to put the Union Dues, initiation fees and assessments deducted on the T-4 slip for each Employee.

6.05 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.

- 6.06 The Parties agree to meet and discuss the information requirements of the Union in meeting its constitutional obligations. The Employer will use its discretion to take reasonable steps to cooperate with the Union in that regard.

ARTICLE 7 - UNION SECURITY

- 7.01 All School Board employees covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing of the union according to the Constitution and By-Laws of the Union. All future School Board employees covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union upon commencement of employment with the Employer.
- 7.02 When an employee is absent from work and is replaced by a casual employee, the employee shall be returned to work to his or her former position as soon as possible after the employee has informed his or her supervisor of the willingness and ability to return to work. Employees shall notify the Employer of their return to work as soon as possible.

ARTICLE 8 - DEFINITIONS

- 8.01 “Agreement” mean;; this Agreement between the Cape Breton-Victoria Regional School Board and CUPE, Local 5050.
- 8.02 “Board“ means the Cape Breton-Victoria Regional School Board.
- 8.03 “Casual Employee” means a person who is hired at the Employer’s discretion on a replacement basis, or a temporary basis for a period no longer than 90 days, within the bargaining unit. A Casual Employee normally works when Regular Full-time and Regular Part-time Employees are absent from work or in cases of emergencies or for other temporary requirements. A Casual Employee is a member of the bargaining unit, but only with respect to those specific rights and privileges as set out in Article 4 of this Agreement. A Casual Employee has also commonly been known as “spare” or “temporary”.
- 8.04 “Date of Hire” means the date hired as a regular full-time or regular part-time employee as confirmed by the official Board minute.
- 8.05 “Day” means a calendar day unless otherwise specified in this Agreement.
- 8.06 “Employee” means a person employed by the Employer within the bargaining unit, but only includes a Casual Employee to the extent specifically provided in this Agreement.

- 8.07 “Employer” means the Cape Breton-Victoria Regional School Board.
- 8.08 “Regular Full-time Employee” means a person who has successfully completed a probationary period within the bargaining unit and who is regularly scheduled to work in a position established by the Employer as a full-time position.
- 8.09 “Regular Part-time Employee” means a person who has successfully completed a probationary period within the bargaining unit and who is employed on a regularly scheduled basis, but who works less than the hours scheduled per week for a full-time Employee.
- 8.10 “Temporary Position” means a position which will not exceed 90 days. Any position exceeding 90 days will warrant the job being posted in the usual fashion or the position being terminated.
- 8.11 “Union” means the Canadian Union of Public Employees, Local 5050.

ARTICLE 9 - CORRESPONDENCE

9.01 **Correspondence Between the Parties**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Director of Human Resources or a person designated by the Chief Education Officer and the Corresponding Secretary of the Union.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 **Establishment of Committee**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the students.

10.02 **Function of Committee**

The Committee shall concern itself with the following general matters:

- (1) Constructive dialogue will take place so that better relations can exist between the Employer and Employees.

- (2) Reviewing suggestions from Employees which foster discussion in order to create a more positive work environment.

10.03 Meetings of Committee

- (1) The Committee shall meet at least three times during the school year between September and June at a mutually agreeable time and place, and at such other times as mutually agreed by the parties.

(2) **Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(3) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and circulated to the members of the Committee. All minutes shall be typed and distributed by the Human Resources Department of the School Board prior to the next scheduled meeting.

(4) **Jurisdiction of Committee**

The Committee shall not have jurisdiction over collective bargaining issues, including the administration of this collective agreement. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- (5) Employees shall not suffer a loss of regular income for meeting time.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF SCHOOL BOARD

11.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations made by the Regional School Board dealing with matters of policy and conditions of employment which affect Employees within this bargaining unit, shall be communicated to the union in writing in time to afford the union two (2) weeks to review them before they are dealt with by the Regional School Board when applicable.

11.02 **Copies of Resolutions**

Copies of all minutes and any motions, resolutions and by-laws or rules and regulations which affect the Employees and are adopted by the Regional School Board are to be forwarded to the union at the same time they are circulated to Board Members.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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 grievance committee, whose duties shall be to assist any employee which the committee represents, in preparing and presenting a grievance in accordance with the grievance procedure.

12.02 **EMPLOYEE GRIEVANCES**

Employee grievance shall be processed in the following manner:

STEP 1

The Employee shall discuss the matter complained of with the Employee's Immediate Supervisor at a prearranged meeting within five (5) working days of the Employee(s) becoming aware of the event giving rise to the grievance. The Immediate Supervisor shall render a decision within three (3) working; days of discussing the matter with the Employee

STEP 2

- (i) If the matter is not resolved informally at Step 1, the aggrieved Employee, accompanied by a Union representative, shall submit the grievance in writing to the Coordinator of Labour Relations, at a prearranged meeting for that purpose.
- (ii) The grievance must be submitted within five (5) working days of the date of reply of the Supervisor or the day by which the Supervisor should have replied in Step 1. The grievance shall bear the signature of the Employee, and shall provide a summary of the fact:: giving rise to the grievance, an identification of the article(s) of the Agreement alleged to have been violated and a description of any relief sought.

- (iii) The Coordinator of Labour Relations shall reply in writing to the grievance within five (5) working days from the date of the meeting held in Step 2 (i).

STEP 3

- (i) Failing satisfactory settlement within five (5) working days after the grievance was responded to under Step 2, the grievance shall be submitted in writing to the Director of Human Resources or designate.
- (ii) Within ten (10) working days of receipt of the grievance, the Director of Human Resources or designate shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present such persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard. The Director of Human Resources or designate shall reply in writing to the grievance within five (5) working days of this meeting.
- (iii) If the matter is not resolved at Step 3 of the grievance procedure, the grievance may be referred to arbitration.
- (iv) Meetings concerning grievances will be held during regular office hours or at a time mutually agreed upon. Employees required to attend shall not suffer any loss of regular wages. The Employer shall supply the necessary facilities for the grievance meetings.

12.03

UNION OR EMPLOYER GRIEVANCE

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party to the Director of Human Resources or designate, or the President of the Union Local as the case may be within ten (10) days of their knowledge of the event giving rise to the grievance. If no satisfactory settlement is reached within ten (10) days following receipt of the grievance, it may be submitted by the grieving party to arbitration.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall 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 Employees.

12.04

**FAILURE TO PROCESS EMPLOYEE, UNION OR EMPLOYER
GRIEVANCES**

- (a) It is agreed that the filing and processing of any grievance by the grievor (whether the grievor ~~is~~ an employee, union or the employer) **must** strictly follow the grievance procedure and all steps thereof and proceed within the applicable time limits, failing which the grievance shall be considered to be settled and at an end;
- (b) If the Respondent to the grievance fails to comply with the applicable steps and time limits set out above, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure;
- (c) Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

ARTICLE 1.3 - ARBITRATION PROCEDURE

- 13.01 The Union or the Employer, as the case may be, shall within ten (10) days of the date of the reply in the last step of the grievance procedure, notify the other party in writing by registered mail, personal delivery, or fax with original by mail, addressed to the other party indicating the name, address and telephone number of its nominee to a Board of Arbitration. Within ten (10) days thereafter the other party shall answer by registered mail or personal delivery indicating the name, address and telephone number of its nominee to the Board of Arbitration. The two (2) nominees shall then select a chairperson as expeditiously as possible.
- 13.02 A single arbitrator may be appointed by mutual agreement between the parties.
- 13.03 The Board of Arbitration once constituted shall rule on the grievance and render its decision as expeditiously as possible but in any event no later than one (1) month from the date: of the end of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 13.04 The decision of the Arbitrator or the majority of the Board shall be final, binding and enforceable on all parties.
- 13.05 The Arbitrator or the Board of Arbitration shall not have the power to alter, add to, modify, change or make any decision inconsistent with the provisions of this Agreement, however, the Arbitrator or Board of Arbitration may render a decision which in their opinion is fair and equitable under the circumstances..

- 13.06 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one-half (1/2) of those fees and expenses of the chairperson not covered by the provincial Department of Labour.

ARTICLE 14 - UNION REPRESENTATION

- 14.01 The Union may appoint a Collective Bargaining Committee which shall consist of not more than six (6) Employees appointed by the Union. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regularly scheduled pay or other benefits for time spent in meetings with the Employer on negotiations for a new collective agreement but no compensation for any time outside regular working hours will be paid for time spent in such meetings which are conducted in other than regular working hours.
- 14.02 In this Agreement:
- (1) The Employer shall have the right at any time to have the assistance of persons from outside its employ when dealing or negotiating with the Union; and
 - (2) The Union shall have the right at any time to have the assistance of a representative of the Union when dealing with or negotiating with the Employer.
- 14.03 For purposes of Collective Bargaining, the Employer shall make available to the Union, upon written request, job descriptions, positions in the bargaining unit, job classifications, wage rates and pension and benefit plans.
- 14.04 On the signing of this Agreement, the Union shall provide the Employer with a list, in writing, of all Union officers and Stewards and their terms of office and shall advise the Employer, within fifteen (15) days, of any changes to that list. On the signing of this Agreement, the Employer shall supply the Union with a list of supervisory and administrative personnel with whom the Union may be required to transact business and shall advise the Union, within fifteen (15) days of any changes to that list.
- 14.05 The Employer shall provide reasonable access to bulletin boards for the posting of Union notices.

ARTICLE 1 S - DISCHARGE, SUSPENSION AND DISCIPLINE

- 15.01 The Employer reserves the right to discipline, suspend or discharge Employees for just cause.
- 15.02** Whenever the Employer deems it necessary to censure an Employee in a manner indicating that the Employee's performance and/or behavior is unacceptable and that formal disciplinary action may follow if such Employee fails to bring the Employee's performance and/or behavior up to a required standard by a given date, the Employer shall give written particulars of such. censure to the Employee involved with a copy to the Union.
- 15.03 A meeting for disciplinary purposes shall be understood. to mean a meeting convened for the purpose of a written warning, reprimand, a suspension or the dismissal of an Employee, or that such action may follow. The Employee has the right to have a union representative present for such a meeting.
- 15.04 Any demotion, suspension or discharge of an Employee: shall be in writing and contain the reason for such action. The Employee and the Union shall be provided with a copy of such written disciplinary action..
- 15.05 An Employee may make an appointment for a meeting with the Coordinator of Labour Relations 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 to any document placed in his/her personnel file and such reply shall become a part of the Employee's record.
- 15.06** Records of any discipline shall be removed from the Employee's file if, within the subsequent eighteen (18) months, there has been no further discipline of the same or of a similar nature.
- 15.07**
- (a) An Employee who normally operates a motor vehicle in the course of his/her employment is obligated to advise their supervisor immediately of the occurrence of any motor vehicle infraction fix which he/she is charged under the **Motor Carrier Act, Motor Vehicle Act, Criminal Code of Canada or Summary Proceedings Act.**
 - (b) An Employee who normally operates a School Board vehicle in the course of his/her employment and who is convicted of an offense under the **Criminal Code of Canada** relating to the operation of a motor vehicle is subject to dismissal by the Employer.

ARTICLE 16 - SENIORITY

- 16.01 Seniority is defined **as** an Employee's length of service with the Employer, since the Employee's most recent date of hire as a Regular Full-time or Regular Part-time Employee.
- 16.02 Seniority lists shall be established as follows:
- (1) Where **two or more employees' service commences** on the same day, their seniority shall be determined at a Union meeting by lot with the person picked first having the most seniority. The employees and the Union Representative shall have the right to be present to witness the procedure. The Union shall provide the Employer with a signed copy of the names in order of seniority.
 - (2) A seniority list showing the names and seniority status of all regular **full-time and** regular part-time employees shall be prepared by the Employer. After consultation with, and the approval of, the Executive of the Union, a copy of the seniority list as finally approved shall be initialed by a representative of the Union and the Director of **Human Resources** or designate. Such lists shall be conclusive evidence of the seniority of regular full-time and regular part-time employees, subject to the right of the Employee to bring errors to the attention of the Employer and the Union and have the agreed error corrected. The said list shall be revised every year.
- A copy of said list is to be forwarded to the Union every year by January **30th**.
- 16.03 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:
- (a) the Employee is discharged for just cause **and** not reinstated;
 - (b) the Employee resigns;
 - (c) the Employee fails to return to work while on recall within seven **(7)** days after notification has been sent to the Employee by registered mail to do so, unless through sickness or other just cause. It shall **be the duty** of the employee to keep the employer informed of his/her medical condition and current address.
 - (d) the Employee is laid off for more than one (1) year;
 - (e) the Employee retires.

16.04 Probation for Newly Hired Employees

Newly hired employees shall be on probation only for the first 90 working days of their employment. The probationary period may be extended by mutual agreement between the Union and the Employer. During the probationary period, the employee shall be entitled to all the rights and benefits of this agreement. Upon the successful completion of the probationary period, seniority shall be effective from the employee's first date of hire as a regular employee.

ARTICLE 17 - LAYOFF AND RECALL

17.01 An Employee may be laid off because of shortage of work, shortage of funds, or because of the elimination of a position or classification or reduction in hours.

17.02 Both parties recognize that job security should increase in proportion to length of service. Accordingly, in the event of a layoff, employees shall be laid off by classification in reverse order of their seniority.

17.03 Retention Rights: In the event that an Employee has received notice of layoff the Employer will, at the affected Employee's request, and provided the Employee is qualified and able to meet the requirements of the position, transfer the Employee to replace either:

- (1) less senior Employee within the same classification and within the same geographic area as the Employee; or
- (2) the least senior Employee within a different classification and within the same geographic area as the Employee; or
- (3) a less senior Employee within the same classification and in another geographic area; or
- (4) the least senior Employee within another classification and within another geographic area.

The Employee must advise the Employer within five- (5) days of the notice of layoff of his/her request to transfer.

For the purpose of this article, the geographic areas are as follows:

- (1) Cape Breton County - former Northside-Victoria District;
- (2) Cape Breton County - former Cape Breton District;
- (3) Victoria County South including Christmas Island; and
- (4) Victoria County North of Smokey.

- 17.04 Employees shall be recalled in the order of their seniority provided the employee has the required qualifications and ability to do the job.
- 17.05 ~~No New Employees~~ No new employees will be hired until those laid off have been given an opportunity of recall pursuant to 17.04.
- 17.06 The employer shall notify regular employees to be laid off ten (10) working days before the layoff is to become effective except in circumstances beyond the employer's control.
- 17.07 The employer shall first offer any casual or temporary work to laid off employees who are qualified and able to fill the position. It shall be the laid off employee's responsibility to identify to the employer his/her qualifications and abilities for any classification to which he/she wishes to be called fix casual work and the sites for the positions he/she would be willing to fill It shall also be the employee's responsibility to provide the Employer with an up-to-date telephone number.
- 17.08 Any laid-off regular employees performing casual work shall receive the regular benefits and rate of pay for the position occupied.

ARTICLE 18 - PROMOTIONS AND STAFF CHANGES

18.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside the bargaining unit, the Employer shall notify the union in writing in order that all members will know about the position and be able to make written application therefore. The Employer shall post same on all bulletin boards for a period not less than five (5) working days.

- (1) Such notice shall contain nature of position, required knowledge and education, ability and skills, shifts and wage rates. The notice may also stipulate that other related duties may be assigned. Members of CUPE Local 5050 in the employ of the Board shall be given priority in filling all vacancies within the system provided they possess the necessary qualifications,
- (2) Once the Employer has received the written applications from Employees, the regular employee shall have the right to transfer, provided the Employee has the necessary qualifications and seniority, into the classification in which the vacancy has arisen, or related classifications, and such transfers may be carried out without the requirement for any further posting of the vacancy.

- (3) No outside advertisements for any vacancies or new positions shall be placed until after closing dates of the inside positions, except with consent of the Union. Applications of present regular and regular part-time employees shall be processed first.

18.02 Role of Seniority and Staff Changes

Both parties recognize:

- (1) the principal of promotion within the service of the employer;
- (2) that job opportunity should increase in proportion to length of service and ability.

Therefore, in making staff changes, transfer or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability.

ARTICLE 19 - HOURS OF WORK

19.01 The scheduled hours of work for regular full-time employees shall be as follows:

(1) Bus Drivers

Not less than 2 1/2 hours and not greater than four (4) hours each morning and afternoon. Bus drivers shall be paid a minimum of five (5) hours per day. Bus drivers shall be paid a minimum of one hundred ninety-five (195) days plus holidays. Any time worked beyond the four (4) hours [a.m. or p.m.] is deemed as overtime.

If Bus Drivers start the bus runs from their residences and the buses have to be left at the garage between runs the Board will agree to provide transportation to Bus Drivers, or agree upon an alternative method of transportation between the Drivers and the School Board, satisfactory to the Driver, Board, and Local Union.

If Drivers are required to remain at the garage while their buses are being serviced they will be paid for this time at the applicable rate of pay. If the Employer removes the bus from the driver's residence, then the Employer will be responsible to return the bus to the Driver's residence.

(2) Maintenance Personnel

Maintenance Personnel includes Maintenance Supervisor, Maintenance Dispatcher, Utility II, Utility Technician, Utility General and Specialist Technicians. Hours of work for these employees shall be eight (8) hours per day, five (5) days per week.

(3) Secretarial, Clerical and Accounting Staff

Six and one-half (**6 1/2**) hours per day, five (**5**) days per week. Property and Conveyance secretaries shall receive not less than **six** and one-half (**6 1/2**) hours per day and not more than seven and one-half (**7 1/2**) hours per day, five (**5**) days per week.

(4) Cafeteria Workers and Cooks

Cafeteria Workers: a. minimum of five (**5**) hours to a maximum of eight (**8**) hours per day, five (**5**) days per week.

(5) Cooks

A minimum of six (**6**) to a maximum of eight (**8**) hours per day. Cooks employed at the time of signing of this Agreement will continue to work eight (**8**) hours per day.

(6) Cleaners

Three (**3**) to six (**6**) hours per day, five (**5**) days per week.

(7) Supervisor Custodian

Eight (**8**) hours per day, five days per week.

(8) Building Custodian

Area Custodians, Building Superintendents and Building Custodians will be combined into Building Custodians. The regular hours of work will be eight (**8**) hours per day, five (**5**) days per week.

(9) Student Aides

A minimum of four (**4**) hours per day to a maximum of six and one-half (**6 1/2**) hours per day, five (**5**) days per week.

(10) Supervisor Cleaner

Head Cleaner and Supervisor Cleaner are to be combined into one classification known as Supervisor Cleaner. The hours of work shall **'be** a minimum of four (**4**) hours per day to a maximum of seven (**7**) hours per day, five (**5**) days per week.

(11) Matron

Eight (8) hours per day, five (5) days per week.

(12) Supervisor Mechanic

The hours shall be eight (8) hours per day, five (5) days per week,

(13) Head Mechanic

The hours shall be eight (8) hours per day, five (5) days per week.

(14) Mechanic

Eight (8) hours per day, five (5) days per week.

(15) Mechanic's Helper

Eight (8) hours per day, five (5) days per week.

(16) Driver/Garage Helper

Eight (8) hours per day, five (5) days per week.

(17) Head Driver

Seven and one-half (7 1/2) hours per day, five (5) days per week.

(18) Bus, Lunch & Ground Supervisors

A minimum of three (3) hours per day, five (5) day work week.

(19) Library Technician

Six (6) hours per day, five (5) days per week.

(20) System Library Technician

Six and one-half (6 1/2) hours per day, five (5) days per week.

(21) Inventory Control Clerk

Six and One-half (6 1/2) hours per day, five (5) days par week.

(22) Caretakers/Janitors

Not less than three (3) hours and no more than eight (8) hours per day, five (5) days per week.

(23) Placement Officer

Six and one-half (6 1/2) hours per day, five (5) days per week.

19.02 Working Schedule

The hours and days of work of each employee, if they are to be changed, shall be posted in an appropriate place at least one (1) week in advance. This working schedule shall be subject to emergencies and overtime, and each employee shall receive two (2) consecutive days off except in the event of an emergency or overtime.

19.03 Break Periods

Employees who work six (6) or more consecutive hours per day will be entitled to one half (1/2) hour or one (1) hour unpaid lunch break per day plus two (2) fifteen (15) minute paid rest period at times designated by the Employer during their shift.

19.04 Employees who work between three (3) and five (5) consecutive hours per day will be entitled to one fifteen (15) minute break *as* designated by the employer. Employees who work less than three (3) hours per day are not entitled to a break.

19.05 All meal and rest periods must be used at the designated time(s).

19.06 In-services and training scheduled by the Employer shall be deemed work at the Employee's regular straight-time rate of pay.

ARTICLE 20 - OVERTIME

20.01 All authorized time worked **by** a regular employee beyond the regular scheduled hours of work, the regular scheduled work week or on a holiday, shall be considered as overtime.

- 20.02** Overtime rates shall apply to all hours beyond those spelled out in Article 19 on the following basis:
- (1) On a scheduled work day, time and one-half hours;
 - (2) On a Statutory Holiday, double time in addition to holiday pay;
 - (3) Saturday for all hours worked, time and one-half;
 - (4) Sunday, double time for all hours worked;
 - (5) Overtime shall be equitably shared among all employees having regard to ability to perform the work required. For bus drivers, a list each year shall be made up of drivers willing to take extra runs.
- 20.03** An Employee who is called out to work outside his/her regular working hours in unusual or emergency circumstances shall receive a minimum of four (4) hours of pay at the Employee's regular rate of pay or the applicable overtime rate on hours worked, whichever is the greater.
- 20.04** Overtime compensation for all Regular and Regular Part time Employees 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 time off is to be taken. The time off is to be equivalent to time paid at the overtime rate.
- 20.05** A meal or \$10.00 meal allowance will be paid if an Employee is required to work overtime for a period of longer than two (2) hours beyond an eight (8) hour day providing the overtime was not scheduled.

ARTICLE 21 - HOLIDAYS

- 21:01** Regular Full-time and Regular Part-time Employees, employed on a twelve (12) month per year basis, shall be entitled to (in accordance with this Article), the following paid Holidays:
- | | |
|----------------------------|--------------------------|
| (a) New Year's Day | (h) Thanksgiving Day |
| (b) Good Friday | (i) Remembrance Day |
| (c) Easter Monday | (j) Christmas Day |
| (d) Victoria Day | (k) Boxing Day |
| (e) Canada Day | (l) New Years Eve (p.m.) |
| (f) First Monday in August | (m) Christmas Eve (p.m.) |
| (g) Labour Day | |

21:02 Regular Employees and Part-time Employees, employed on a ten (10) month per year basis, shall be entitled to earn (in accordance with this Article) the following Holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Thanksgiving Day
- (f) Remembrance Day
- (g) Christmas Day
- (h) Boxing Day
- (i) New Years Eve (p.m.)
- (j) Christmas Eve (p.m.)

Ten Month Employees shall be entitled to receive a paid holiday for **Canada** Day and Labour Day if they work the work day before and the work day after Canada Day and Labour Day.

Any day proclaimed by the Federal, Provincial or Municipal Governments shall be deemed as a holiday.

21.03 If any holiday falls on a Saturday or Sunday the following Monday will be deemed to be a holiday.

ARTICLE 22 - VACATIONS

22.01 Twelve (12) month employees shall receive an annual vacation with pay as follows:

- After one (1) year..... three (3) weeks
- After seven (7) year; four (4) weeks
- After fourteen (14) years. . . , five (5) weeks
- After twenty (20) years Six (6) weeks vacation

provided that the employee has completed twenty (20) years of service and is in his/her year of retirement.

Employees shall not continue to earn vacation credits while on unpaid leave of absence, layoff, or if the employee has been on workers compensation for a period of 90 days.

22.02 ***Preference in Vacations*** -Vacations shall be granted on the basis of seniority within the department to which the employee belongs. Vacations are normally to be taken during the months of July and August, however, where shops are closed down those Employees shall take their vacations during this time. Any remaining vacation time shall be used at a time mutually agreed to by the Employer and Employee. Vacation time is not to be carried forward to the next calendar year.

22.03 Requests for vacation must be submitted in writing by Employees to their Immediate Supervisor at least four (4) weeks in advance of the period(s) requested. The proper functioning of the Employer's operations will be considered by the Employer in scheduling vacation periods and changes to same may be necessary to meet the Employer's operational requirements. The Employer will endeavor to give affected Employees as much advance notice as possible of a change.

22.04 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.

22.05 No vacation shall be taken during the month(s) of September to June, except by mutual agreement between an Employee and the Employer.

22.06 Preference in scheduling vacation shall be given to senior Employees if possible; an Employee can only use his/her seniority in preference over other Employees for one period of vacation during the annual vacation year.

22.07 Ten (10) month Employees shall receive the following percentage of gross earnings in lieu of vacation time according to the following scale:

Up to one (1) year	4%
After one (1) year	6%
After seven (7) years	8%
After fourteen (14) years	10%
After twenty (20) years	12% provided that the Employee has completed twenty (20) years of service and. is in his/her year of retirement.

ARTICLE 23 - SICK LEAVE

23:01 Sick leave is available as a form of insurance to provide protection for an Employee *from* loss of earnings due to illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the **Workers' Compensation Act**. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from duty due to illness or injury as described above.

23.02 (a) Upon successful completion of his/her probationary period, an Employee will earn sick leave credits at the rate of one and one half (1-1/2) days per month for a total of eighteen (18) days per year for twelve (12) month employees and fifteen (15) days per year for ten (10) month employees to a maximum sick leave accumulation of one hundred fifty (150) days for twelve (12) month employees one hundred and fifty (150) days for ten (10) month employees. Ten month employees who work during the summer months in their own classification shall be entitled to earn sick leave credits at the rate of one and one-half (1-1/2) day per month of service.

(b) Employees shall not continue to earn sick leave while on unpaid leave of absence, layoff, or if the employee has been on workers compensation for a period of 90 days.

23.03 In this Agreement:

(1) An Employee who is on sick leave prior to vacation due to illness or injury shall be entitled to continue to receive sick leave and have their vacation rescheduled.

(2) An Employee is not entitled to receive sick leave when he/she is on vacation, holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement.

Notwithstanding the above if an Employee is on vacation and he/she becomes ill and is admitted to hospital, sick time can be extended to their vacation or the time can be taken at a later date, The time in the hospital must be verified before sick time can be used.

23.04 In all cases of illness: or injury, an Employee must notify his/her Immediate Supervisor as soon as possible.

23.05 An Employee must provide twelve (12) hours notice to the Employer of his/her ability to return to work when he/she has been absent due to illness or injury for a period of five (5) days or longer.

- 23.06 When an employee works the majority of their regular workday hours, no sick leave credit(s) will be deducted.
- 23.07 Fraudulent application for, or use of, sick leave may be grounds for discipline, up to and including dismissal by the Employer.
- 23.08**
- (1) An Employee is entitled to receive sick leave with pay where he/she is unable to perform work for the Employer in accordance with 23.01.
 - (2) For any illness an Employee shall be required to complete an Employee Sick Leave Form, attached hereto as Appendix "B", immediately upon his/her return to work.
 - (3) The Employer may at any time require any Employee to undergo, at the Employer's expense, a medical or optical examination by a qualified professional, mutually agreed upon by the Employer and the Union, with a view to ascertaining the Employee's fitness to carry on with or resume the Employee's regular work. If a qualified professional cannot be mutually agreed upon, the professional shall be chosen pursuant to the procedure in 23.08 (5) below. It is understood that any Employee will not lose any wages as a result of these requirements.
 - (4) In the event of any bus driver failing to pass an examination by the Employer's medical or optical examiner, the Employer agrees to give till consideration to any certificate presented by such bus driver from any licensed physician, medical or optical examiner, indicating any opinion contrary to the Employer's medical or optical examiner. It is understood that an employee will not lose any wages as a result of these requirements.
 - (5) No Agreement on Result of Examination: In the event that the Employer's medical examiner and the Employees medical examiner disagree as to the Employee's fitness to work, then a third doctor, mutually agreed upon by the parties hereto, at the Employer's expense, shall be asked to examine the Employee and give **his** opinion as to the Employee's fitness to work and his/her decision will be accepted by the parties hereto provided however that should the parties fail to agree upon the appointment of a third doctor or optician, then either party may request the Minister of Health of Nova Scotia to appoint such a doctor.
- 23.09 A record of all unused sick leave will be kept by the Employer, An Employee is to receive a written notice by February 28th of the amount of sick leave accredited to his/her credit.

ARTICLE 24 - LEAVES

24.01 Bereavement Leave

Employees covered by this Agreement who have completed their probationary period shall be entitled to the following bereavement leave:

- 1) For death of Employees spouse, child, step-child, parent, or step-parent a leave of five (5) working days with pay shall be granted. The first day of the leave commences on the day after the death.
- 2) For the death of the Employees mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal dependent, grandparent and grandchild a leave of three (3) working days with pay shall be granted.
- 3) For the death of an aunt or uncle, a leave of one-half (1/2) day with pay (if scheduled to work) shall be granted.
- (4) An Employee who must travel outside Cape Breton Island for a death in the immediate family as per 24.01(1) and (2) shall receive one (1) extra day with pay for travel. An Employee who must: travel outside the Province for a death in the immediate family as per 24:01 (1) and (2) shall receive two (2) extra days pay for travel.

24.U2 Medical Leave - The employer shall grant up to a maximum of five (5) days leave per year with pay necessitated by a serious illness in the immediate family of the employee, provided that it shall be entirely within the discretion of the employer to determine what constitutes serious illness and the employer shall be entitled to call for medical evidence in support of any claim for leave based on serious illness. This shall include out-of-town medical appointments.

Personal Leave - The employer may grant a leave of absence with pay for one day per year to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the employer.

24.03 Maternity/Parental Leave

An employee shall be entitled to maternity and/or parental leave in accordance with Section 59 of the Labour Standards Code (Nova Scotia).

24.U4 Leave of Absence

- (1) Upon the receipt of a written request, a leave of absence without pay and without loss of benefits shall be granted to Employees, elected or appointed to represent the union at a convention.

- (2) Upon the receipt of a written request, a leave of absence without pay and without loss of benefits shall be granted to Employees who have been duly nominated or appointed to attend executive and/or committee meetings of CUPE and its affiliates.
- (3) The Employer may grant a leave of absence of up to two (2) years without pay and without benefits for good and sufficient reasons to any Employee requesting such a leave in writing. During such leave the Employees will retain his/her seniority.
- (4) Upon return to the Employer after an approved leave of absence the Employer will make every reasonable effort to return the Employee to the same or similar position.
- (5) The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between his normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay. This does not apply to Employees on leaves of absence or Employees on suspension without pay.
- (6) An Employee may be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his/her employment qualifications.
- (7) While an Employee is on a leave of absence, he/she shall pay the Employers share of all fringe benefits in addition to the Employees share.
- (8) In the event that an Employee is accused of an offence which requires a court appearance, he/she shall be entitled to leave of absence without pay.
- (9) In the event the Board wishes to have an Employee upgrade his/her job qualifications, the total cost for tuition, books, materials, accommodations, if required, etc., shall be paid for by the Board.
- (10) The Employer recognizes the right of an Employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits so the Employee may be a candidate in federal, provincial, or municipal elections.

- (11) An Employee who is elected to Public Office, within the context of (10) of this article, shall be allowed leave of absence without pay and benefits for up to four (4) years.
- (12) An Employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and benefits for up to two (2) years.
- (13) No seniority shall accumulate to an Employee under (11) and (12) but an Employee shall retain his or her seniority as of the effective date of the leave of absence.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

- 25.01** The Employer shall pay wages commencing the second Thursday in January in accordance with Appendix "A" which forms part of this agreement.
- 25.02** The Employer shall pay effective with the first pay in September, 1999, by direct deposit, and on each alternate Thursday, to each Employee in its employ, an amount equal to the wages owed up to and including the previous Friday in accordance with Appendix "A".
- 25.03** An Employee shall receive, on the last office day preceding commencement of his/her annual vacation, any pay which may fall due during the period of vacation. The employee shall give two (2) weeks' notice to his/her supervisor regarding the time when vacation will be taken.
- 25.04** The Employer shall pay license fees for any Employee who, as a condition of employment, is required to be licensed.
- 25.05** Subject to Article 17, Lay-off and Recall and Article 19, Hours of Work:
- (1) Bus Drivers shall be paid one hundred and ninety-five (195) days, per school year plus holiday::;
- (2) Ten-month Clerical Staff and Teacher Assistants shall be paid One Hundred and Ninety-five (195) days plus holidays; and
- (3) Ten-month Caretakers shall be paid two hundred and twenty (220) days including holidays.

ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY

- 26.01 The Employer, the Union and the Employees recognize that they are bound by the provisions of the Occupational Health and Safety Act (Nova Scotia).

ARTICLE 27 - TRAVEL ALLOWANCE

- 27.01 All employees covered by this Agreement who are required by the Employer to travel shall be reimbursed for meals and accommodation. (if required), at the prevailing rate of the travel policy for Board Employees.
- 27.02 Employees required to use their vehicles for business of the Employer shall be paid for such travel at the prevailing rate of the travel policy for Board Employees.

ARTICLE 28 - RECLASSIFICATION

- 28.01 When the duties in any classification are substantially increased by management, or where the union alleges that an Employee is incorrectly classified, or when a position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the union, The new rate shall become retroactive to the time the new position was first filled or the date of the reclassification.

ARTICLE 29 - JOB SECURITY

- 29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union Employees.

The Employer reserves the right to subcontract, transfer, lease, assign, or convey such work in whole or in part, but agrees that no such action will be taken during the term of this Agreement.

- 29.02 In the event 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 custodial and general maintenance service at such school.

ARTICLE 30 - PRESENT CONDITIONS

- 30.01 All rights, benefits and working conditions which Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union

ARTICLE 31- CLOTHING ALLOWANCE

- 31.01 (a) All Head Mechanics, Mechanics, Mechanics' Helpers, Body-persons, shall be provided with coveralls when required. Maintenance Classification Employees shall be provided with one (1) pair of work pants and one (1) work shirt annually. Employees required to go on the highway to repair buses, shall be provided with rain gear for inclement weather.
- (b) Caretakers, cleaners and bus/lunch/ground supervisors will receive an annual clothing allowance of fifty (\$50.00) dollars per year which shall be paid on September 30" of each year to employees employed in these classifications on that date.
- 31.02 The Employer shall provide one (1) pair of approved safety footwear per year for the Employees in the classification of Head Mechanic, Mechanics, Mechanics' Helper, Body-person Maintenance and Custodian.
- 31.03 Bus Drivers
- The employer agrees to provide regular bus drivers with one (1) set of coveralls or rain gear. The old one to be turned in before a new one is issued. The driver to determine which item to be provided.
- 31.04 Cafeteria Workers
- Cafeteria workers will receive a yearly clothing allowance of seventy-five (\$75.00) to purchase white uniforms, to be paid by September 30 for each calendar year.
- 31.05 Matron
- Matron will receive a yearly clothing allowance of seventy-five (\$75.00) to purchase a uniform, to be paid by September 30 of each calendar year.

ARTICLE 32 - TOOL ALLOWANCE

- 32.01 A tool allowance of one-hundred and twenty five (\$125.00) dollars per year shall be paid for Employees in the classifications of Head Mechanic, Mechanic, Bodyperson, Apprentices, Utility II and Foreperson.

ARTICLE 33 - EMPLOYEE BENEFITS

- 33.01** All new Employees of the Employer shall join the pension plan.
The Employer and the Employees shall make equal contributions of five percent (5%) of gross earnings.
- 33.02** The Employer agrees to pay fifty percent, (50%) of the premium for the required life insurance coverage.
- 33.03** The Employer agree!; to pay fifty percent (50%) of the major medical coverage.
- 33.04** Notwithstanding Articles 33.02 and 33.03, Employees who are working Ten (10) months of the year shall pay both the Employer and Employee portion of the premiums outlined in Articles 33.02 and 33.03 during the two (2) months when the Employee is not working for the Employer. It is understood that there will be not bill in July and August but employees pay their medical benefits for July and August over the ten ('10) months.
- 33.05** All employees presently enjoying benefits, or whose seniority would entitle them to such benefits at December 31, 1982, in the following clauses listed below contained in previous agreements, shall be entitled to these benefits during the term of the **new** agreement. These benefits are red-circled and no new entitlement will be accrued during the term of this agreement.
- COUNTY AGREEMENT - Article 26:01 - Retirement Allowance; Long Service Pay - Appendix "B"; Sick Leave Bonus - Appendix "B".
- GLACE BAY AGREEMENT - Article 16:07 - Payment of Unused Sick Leave; Article 20 - Long Service Pay.
- SYDNEY AGREEMENT - (Janitors, Cleaners, etc.) - Article 4:03 - Payment of Unused Sick Leave (Clerical) - Article 10:03 - Payment of Unused Sick Leave.
- NEW WATERFORD AGREEMENT
- Article 25:01 - Long Service Pay.
- See Appendix "C" attached for contract clauses.
- 33.06** The Employer shall pay to the Union an Employment Insurance Rebate equivalent to five-twelfth (5/12th) of the savings payable in March of the year following the Rebate Entitlement.
- 33.07** **Copies of Agreement**
- The cost of printing the Collective Agreement shall be shared equally between the parties. If possible, it is to be done in the Print Training Centre Facility under the jurisdiction of the Cape Breton-Victoria Regional School Board.

ARTICLE 34 - GENERAL CONDITIONS

- 34.01 If an employee is unable to enter the place of work because of the building being closed due to unfit occupancy, weather conditions or quarantine, the employee is to receive days' pay.
- 34.02 The personnel record; of an employee shall not be shared in any manner with any other employer or agency without prior written consent of the employee concerned, except in such cases as required by law.

ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM

- 35.01 During the term of this Agreement, the Employer agrees to fund an Employee Assistance Plan to a maximum of \$10,000 per year.

ARTICLE 36 - NO STRIKE NO LOCK OUT

- 36.01 The union agrees that there shall be no walk out during the term of this agreement. The Employer agrees that there shall be no lock **out** during the term of this agreement. In the event that there is to be a strike, both parties agree to sit down and agree upon essential services that are to be maintained.

Signed at Sydney, Nova Scotia, this- 14th day of October, 1999.

**CAPE BRETON-VICTORIA
REGIONAL SCHOOL BOARD**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5050**

Elizabeth MacPhee
[Signature]
[Signature]

Ella Carey
Elizabeth Mulak

APPENDIX "A" - WAGES

Employees will be paid at the rate **specified** in Appendix "A". Lump sums as specified in Appendix "A" shall be payable in two installments each year, namely at the end of November **and** at the end of March.

Classification	Present Rate	April 1, 1998	April 1, 1999	April 1, 2000	
Maintenance Supervisor	\$ 16.99	*\$16.99	\$ 17.27	\$ 17.52	See Below
Utility General	12.17	12.37	12.59	12.78	
Utility II (Southside)	14.94	15.34	15.74	16.16	
(Northside)	14.05	14.75	15.45	16.16	
Utility Technician	12.17	12.94	13.71	14.50	
Technician Specialist	14.94	15.62	16.30	17.00	
Dispatcher	15.50	15.84	16.24	16.66	
Building Custodians, Janitors and. Caretakers					
Supervisor Custodian	15.50	*15.50			
Building Custodian (Southside)	13.09	13.84	14.59	15.33	
(Northside)	14.60	14.60	14.60	15.33	Lump Sum 1st and 2nd years, 1.7 & 1.7
Hourly-Janitors (Southside)	11.53	11.88			
(Northside)	12.17	12.31	12.45	12.59	Partial lump sum to 1.7, 1.7 and 1.5
	12.59	12.59	12.59	12.59	Lump Sum 1.7, 1.7, and 1.5
	10.83	11.42	12.01	12.59	
Caretaker (Southside)	11.53	11.88	12.23	12.59	
(Northside)	9.48	10.51	11.54	12.59	
	9.23	10.35	11.47	12.59	

John Bernard Croak	\$32,645	\$33,199	\$33,763	\$34,269	
MacDonald Complex	26,082	26,525	26,975	27,379	
Morrison Junior High	32,239	32,787	33,344	33,844	
St. Michael's Jr. High	64,740	64,740	64,740	64,740	Lump Sum 1.7, 1.7 and 1.5
Tompkins Memorial	24,892	25,315	25,745	26,131	
Breton Education Centre	30,703.07	31,225	31,755	32,231	
Mt. Carmel	30,537.61	31,056	31,584	32,057	
Computer Technician	18.00	18.00*	18.30	18.57	
Head Cleaners (Southside)	9.31				
(Northside)	9.48	9.72	9.96	10.19	
(Northside)	9.23				
Cleaners (Southside)	8.69	8.94	9.19	9.44	
(Northside)	8.73	8.97	9.21		
Matron	10.13	10.30	10.48	10.64	
I					
Bus Drivers					
Bus Drivers (Southside)	13.83 13.83	14.05 14.05	14.27	14.58	
(Northside)	14.02 14.02	14.18 14.18	14.34	14.58	Partial Lump Sum to 1.7, 1.7 - 1st and 2nd year
Head Bus Drivers (Southside)	14.52 14.52	14.58 14.58	14.64	14.72	Partial Lump Sum to 1.7, 1.7, 1.5 - 1st 2nd, and 3rd year
(Northside)	14.72	14.72	14.72	14.72	Lump Sum 1.7, 1.7 and 1.5

	Present	April 1,	April 1,	April 1,	
				2000	
Head Mechanic (X)	\$16.59	\$16.87	\$17.16	\$17.52	
Mechanic/Supervisor	15.14	15.64	16.14	16.66	
Mechanics					
(Southside)	15.04	15.41	15.78	16.16	
(Northside)	14.42	15.00	15.58		
Mechanics Helper (Southside)	7.63				
		11.93	12.13	12.31	
Driver/Garage (Northside)	11.74				
les and Ground Supervisors					
Bus Aides	6.39	6.74	6.99	7.50	
Teacher Aide, R.N.	13.87	14.10	14.33	14.57	
C.N.A.	12.40	12.75	13.10	13.40	
Teacher Aide (Southside)	11.71	11.94	12.17	12.41	
(Northside)	9.62	10.55	11.48		
	9.41	10.41	11.40	12.40	
	9.35	10.37	11.39		
	9.29				
	9.26	10.33	11.37	12.40	
	9.20				
	9.15				
	9.14				
	9.11				
	9.08				
	9.05	10.23	11.32	12.40	
	9.02				
	9.01				
	8.99				
	8.87	10.13	11.27	12.40	
	8.84				
	8.72				
	8.71				
	8.69	9.95	11.18	12.40	
	8.67				
	8.54	9.83	11.12	12.40	

Classification	Present Rate	April 1, 1998	April 1, 1999	April 1, 2000	
Ground Supervisors (Southside)	\$6.39	\$ 6.74	\$ 7.00	\$ 7.50	
(Northside)	5.50				
	15.54		16.13		
	14.65				
Secretary I	14.38	15.10	15.82	16.54	
TPS	16.10	16.37	16.64	16.88	
Transportation Secretary	14.16	14.74	15.32	15.90	
Administration Clerk Steno (Southside)	13.83	14.52	15.21	15.90	
(Northside)	14.72	15.11	15.50		
Clerk Steno -- Schools (Southside)	13.83	14.07	14.31	14.58	
[Northside)	14.58	14.58	14.58	14.58	Lump Sum 1.7, 1.7 and 1.5
Placement Officer	14.98	15.24	15.50	15.74	
Library					
System Library Technician	15.75	16.35	16.95	17.54	
Library Technicians (Southside)	15.75	16.02	16.29	16.54	
[Northside)	9.73	11.25	12.77		April 1, 2001
	9.62	11.18	12.74		
	9.41	11.14	12.77	14.30	16.54
	9.29	10.96	12.63		
	9.05	10.80	12.55		
	8.78	10.62	12.46		
Cafeteria					
Head Cook	16.61	16.61	16.61	16.61	Lump Sum 1.7, 1.7 and 1.5
Cook (Level 1)	13.58	13.81	14.04	14.25	
Cook (Level 2)	11.37	11.56	11.75	11.92	
Cafeteria Workers	8.59	8.74	8.89	9.02	
Cook's Helper	9.02	9.17	9.32	9.45	

BR

Apprentice Mechanic: 1st Year - 60% 2nd Year - 70% 3rd Year - 80% 4th Year - 90% of mechanics rate.
 * New Rate 1998/99 (no lump sum)

APPENDIX "B"

CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD
EMPLOYEE SICK LEAVE FORM

Name of Employee _____ Employee # _____

Address of Employee _____

Employee Classification _____

Dates of Illness _____

Time/Date Employee Called Supervisor _____

Date Returned to Work _____

Treated by Doctor: Yes No Name of Family Doctor: _____

Were you hospitalized? Confined to bed? Confined to home?

Other relevant comments _____

I certify that the above statement is accurate and that falsified information may be cause for disciplinary action.

Date

Employee Signature

Supervisor's comments _____

Date

Supervisor Signature

Supervisor Copy

Payroll Copy

Employee Copy

APPENDIX "C"

Sydney Agreement (Clerical)

Article 10:03 Entitlement to **fifty** percent (50%) payment of sick leave balance on retirement and 100% payment of sick leave balance on death. On resignation or discharge, an employee will be paid fifty percent (50%) of his sick leave balance providing he has completed eight **(8)** years of **service** with the Board. The payment **in** each of the above cases will, be at the normal daily rate of pay in the month immediately preceding his retirement, death, resignation or discharge. In any **event**, no employee, or his estate, who would have previously received a payment on retirement would receive less under this above-recommended proposal.

Sydney Agreement (Janitors, Cleaners, etc.)

Article 4:03 Entitlement to **fifty** (50%) percent payment of sick leave balance on retirement or one hundred percent (100%) payment of sick leave balance on death. On resignation or discharge, an employee will be paid fifty percent (50%) of his sick leave balance providing he has completed eight **(8)** years of service with the School Board. The payment in each of the above cases will be at the normal daily rate of pay in the month immediately preceding his retirement, death, resignation or discharge. In any event, no employee or his estate, that would have previously received a payment on retirement, would receive less under this clause,

County Agreement

(Employee Benefits Other than Clerical)

Article 26:01 Employees who go on normal retirement shall receive a cash allowance, a minimum of \$400.00 after ten (10) years service and for each additional year of service beyond ten (10) an additional \$30.00.

Appendix "B" - Secretaries

(Long Service Pay)

In addition to the hourly rates set forth above, the employee shall annually receive long service pay in accord with the following table:

After five (5) years	\$100.00
After ten (10) years	\$200.00
After fifteen (15) years	\$300.00

Long service pay shall be included in the first pay cheque for the month of December of that year which includes the applicable anniversary date of employment.

(Sick Leave Bonus)

Upon retirement or death subsequent to at least ten (10) years employment (not including leaves of absence) the employee is entitled to 'payment of a bonus in the amount of 50% of salary for a period equal to the number of days of the employee's accumulated sick leave.

New Waterford Agreement (Long Service Pay)

Article 25:01 A service award based on the following scale will be paid in the month of December of each year (all cheques to be made and delivered prior to Christmas, barring any unforeseen circumstances), in recognition of years of service with the New Waterford Board of School Commissioners.

After ten (10) full years of service \$225.00
 After fifteen (15) full years of service \$300.00
 After twenty (20) full years of service \$400.00

For long service pay, the first (1) day of December will be the calculation date, and an employee must have his ten (10) full years or fifteen (15) full years, or twenty (20) full years in before that date.

(Charwoman and Cafeteria Cook's Helper will be entitled to Long Service pay on a Pro Rata basis)

Glace Bay Agreement (Payment of Unused Sick Leave)

Article 16:07 Employees who have completed fifteen (15) years of service with the employer in 1981 shall receive 30% of accumulated sick leave on retirement, death or resignation. All employees of the employer, after fifteen (15) years service in 1982, shall receive 40% of all unused sick leave to their credit.

(Long Service Pay)

Article 20:01 Service pay will be payable after the 1st of January in each year commencing January 1, 1981.

Article 20:02 For service pay, the 1st of **January** is the calculation date and an employee must have his years of service in before that date; any service after that date must await the following year.

Article 20:03 Commencing after ten (10) years of service as follows:

Ten (10) years	\$200.00	Thirty-five (35) years	\$700.00
Fifteen (15) years	300.00	Forty (40) years	800.00
Twenty (20) years	400.00		
Twenty-five (25) years	500.00		
Thirty (30) years	600.00		

MEMORANDUM OF AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050

and

CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD

Representatives of the Cape Breton-Victoria Regional School Board and Canadian Union of Public Employees, Local 5050 agree to meet every six weeks during the school year to review methods to improve and make recommendations to implement enhanced labour-management relationships.

Dated this 14th day of October 1999.

CAPE BRETON-VICTORIA
REGIONAL SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5050

Elizabeth MacPhee

Ella Carey

[Signature]

Elizabeth Mulak