

COLLECTIVE AGREEMENT

BETWEEN

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

-AND-

**CAPE BRETON VICTORIA REGIONAL
SCHOOL BOARD**

(effective April 1, 2007 to March 31, 2012)

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THIS AGREEMENT effective from **April 1, 2007 to March 31, 2012**

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) The term of this Agreement shall be from **April 1, 2007 to March 31, 2012** 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, except where otherwise provided.
- 1.02 Either party desiring to propose changes to this Agreement shall, within three months (3) 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 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.
- 1.05 Any regular full-time and part-time employee who has served their employment between the termination date of the previous Collective

Agreement ending on **March 31, 2007** and the effective date of this Agreement shall receive full retroactivity of any increase in wages for the hours worked.

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 9.03;

- (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, **Operational Services** and Programs and Student Services, Coordinator of Finance, Coordinator(s) of Human Resources, Race Relations/Cross-Cultural Understanding/ Human Rights, Transportation, Facilities Management, Communications Officer, Data Manager/Web Masters, Operations Managers, **Transportation Managers, Operations Supervisors**, Purchasing Agent, Buyer, three Accountants, Secretary to Superintendent, Secretary to Director of Operations, **Secretary to Director of Human Resources**, Secretary to Director of Programs and Student Services, 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 receive vacation pay at the rate of 4% to be paid with each pay received from the Employer;
- (4) they shall be entitled to the following bereavement leave provided the Casual Employee has worked the fifteen (15) consecutive working days immediately before and further provided that such leave is taken immediately upon the death and/or the funeral:
 - (i) for death of the Casual Employee's spouse, child, step-child, parent or step-parent, brother and sister, a leave of three (3) working days with pay shall be granted;
 - (ii) for death of the Casual Employee's mother-in-law, father-in-law, 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;
- (5) 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	

- (6) Subject to seniority provisions within the Agreement which are only applicable to all regular full-time and regular part-time employees, casual employees whose names are on the Employer's casual list of a particular classification within the bargaining unit **and who apply** shall be given preference to positions which become available within their individual classification, having regard to their length of service which shall be determined by their first day worked as a casual employee in that classification. This provision shall be pursuant to the job posting and hiring provisions and the filling of temporary leaves that are known by the Employer to exceed ninety (90) days. **This provision shall be pursuant to the job postings, hiring provisions and policies of the Board including Employment Equity Policy.**
- (7) They shall only be entitled to grieve the matters contained in this Article 4.04(3), (4), (5)(i) and (ii) and 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, **disability** or activity, gender or marital status, sexual orientation, nor by reason of their membership or activity in a Trade Union.

5.02 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" means 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 ninety (90) working 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.

Casual employees shall be members 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 ninety (90) working days. Any position exceeding ninety (90) working days will warrant the job being posted in the usual fashion or the position being terminated.
- 8.11 "Temporary Vacancy" means a regular full-time or part-time position which will be temporarily vacant for a minimum period of twelve (12) months *or* a full school term (September to June) and such vacancy shall have a specific commencement and ending date which the Employer can establish prior to its determination.
- 8.12 "Union" means the Canadian Union of Public Employees, Local 5050.

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence Between the Parties

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

Director of Human Resources
Cape Breton-Victoria Regional School Board
275 George Street
Sydney, Nova Scotia
B1P 1J7
Fax (902) 564-0123

and addressed, in the case of the Union, to:

Corresponding Secretary
Canadian Union of Public Employees, Local 5050
(To be provided by Union in writing within seven (7) days of the signing of this Agreement.)

9.02 Either party may change its address for notice and correspondence by giving seven (7) days notice in writing to the other party in accordance with Article 9.01 above.

9.03 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 the 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. Any policy of the Board shall not supersede the provisions of the Collective Agreement.

9.04 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 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 - SUMMER WORK

- 11.01 (i) Summer work shall be considered casual work and shall include, but not be limited to, cleaning, maintenance, painting, roofing, lawn care and such other

tasks, normally completed during the period between the end of one school term and the beginning of the next but shall not affect/reduce in any way the scheduled work, including the normal hours of work, performed by twelve (12) month employees.

(ii) Any employees wishing to be considered for summer work must complete an application providing confirmation of any qualifications they wish to be considered for such work.

11.02 Subject to Article 11.01, all summer work shall first be made available to ten (10) month regular full-time and part-time employees who are members of the bargaining unit on the following basis:

- (a) all summer work positions shall be posted on or before June 20th of each year and shall be open to all ten (10) month regular full-time and part-time employees and shall be in accordance with the posting and hiring provisions of this Agreement;
- (b) any positions remaining unfilled after completion of the posting and hiring procedure shall then be filled by the Employer using casual workers;
- (c) the right of recall and the obligation to work as it pertains to ten (10) month regular full-time and regular part-time employees normally laid off at the end of each school term shall not apply with respect to summer work;
- (d) regular full-time and regular part-time and casual workers performing summer work shall be considered casual workers, however, their employee benefits (excluding wages) shall be paid in accordance with the relevant provisions of the Collective Agreement. For better certainty regular employees shall receive all of the rights and benefits of a regular employee. Casual employees shall receive the benefits paid to casual employees as per Article 4;
- (e) all summer employees, other than students, shall be paid for their hours of work (as defined under Article 19) and for those regular full-time and regular part-time employees such rate shall not be less than 85% of the regular rate of pay including benefits for the respective classification in which they are performing summer work as outlined in Appendix "A"; and

- (f) notwithstanding 11.02(e) above, the rate that shall be paid to regular full-time and regular part-time cleaners hired for summer work shall not be less than their regular rate as outlined in Appendix "A" and any casuals performing summer work in the cleaning classification shall be paid 85% of the cleaning classification rate.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration of the collective agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

12.02 Right to Appoint 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 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.

12.03 Grievance Meetings

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.

12.04 Employee Grievances

Employee grievances shall be processed in the following manner:

STEP 1 (Informal)

The Employee shall discuss the matter complained of with the Employee's Immediate Supervisor at a prearranged meeting within seven (7) 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(s) and provide written notice of his or her response to the Employee with a

copy to the Union. For the purposes of this Article, the Immediate Supervisor for each of the classifications named in Appendix "D" shall be the person occupying the Supervisory position identified in Appendix "D". Should a new classification be created during the term of this Agreement, or any renewal thereof, the Employer shall provide in writing notice to both the Union and the affected Employee the name of their Immediate Supervisor for the purposes of providing notice under this Step 1 of the Grievance Procedure.

STEP 2 (Formal Procedure)

- (i) If the matter is not resolved informally at Step 1, the aggrieved Employee, accompanied by a Union representative(s), shall submit a written grievance to the Director of Human Resources or his/her designate at a meeting pre-arranged for that purpose within ten (10) working days. The grievance shall bear the signature of the employee and shall provide a summary of the facts giving rise to the grievance and identification of the articles of the agreement alleged to have been violated and the description of any relief sought.
- (ii) Within ten (10) working days of receipt of the grievance, the Director of Human Resources or his/her 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 Union within five (5) working days of this meeting.
- (iii) If the matter is not resolved in Step (ii) the grievance may be referred to arbitration.

12.05 Discipline or Discharge Grievance

Grievances concerning the discipline and/or discharge of an Employee may, at the option of the Union, be commenced at Step 2(i) of this grievance procedure.

12.06 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 article 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.

12.07 Mediation

The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure by mutually agreeing to request a conciliation officer from the Nova Scotia Department of Labour.

Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any future proceedings.

Any recommendation made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

12.08 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 13 - ARBITRATION PROCEDURE

- 13.01 (i) Both parties agree that arbitration shall be by way of a single arbitrator. Within seven (7) working days of notice of arbitration, the parties shall exchange names and communicate in an effort to agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of notice of

arbitration, either party shall be at liberty to apply to the Minister of Labour to make an appointment of such arbitrator.

(ii) The parties may mutually agree to refer any grievance to a three (3) person Arbitration Board. In such case, each party shall appoint a nominee to the Arbitration Board. The two nominees shall then select an impartial Chair. If one party fails to appoint a nominee within ten (10) days from the date the matter is referred to arbitration, or if the two nominees fail to agree upon a Chairperson within fifteen (15) days of their appointment, the appointment of a Chairperson shall be made by the Nova Scotia Minister of Labour, upon request of either party.

13.02 The Arbitrator or Board of Arbitration, as the case may be, once constituted shall rule on the grievance and render their/its decision as expeditiously as possible but in any event no later than one (1) month from the date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.

13.03 The decision of the Arbitrator or the majority of the Board shall be final, binding and enforceable on all parties.

13.04 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.

13.05 Each of the parties to the grievance shall bear the costs of their respective nominees and representatives 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(s) (not employees of the School Board) 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 access to bulletin boards in all work places for the posting of Union notices.

ARTICLE 15 - 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 and provide full disclosure to their supervisor immediately after the occurrence of any motor vehicle infraction for 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.
- (c) Any employee having driven a Board vehicle at any time without a valid driver's license shall be subject to discipline.

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, seniority status and classification 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 understanding that the age of sixty-five \(65\) is an acceptable retirement age but not mandatory and further that the Employee shall provide reasonable notice to the Employer of their intended date of retirement.](#)

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: If an employee is laid off they shall receive notice in writing. In the event that an employee has received notice of layoff in writing, the Employer will, at the affected employee's request, which shall be presented within seven (7) days of the notice of lay-off, 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

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. For the purposes of notice it shall be sufficient if the Employer provides to the employees at the beginning of each school year a copy of the current school year calendar which shall identify and provide notice as to the specific times of the Christmas and March Break(s), the last day of school, as well as all school days in which students are not required to be in

attendance during the current school year. All other lay-offs must be in accordance with Article 17.03.

- 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 for 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. **Postings will be both written and electronic** 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 Job Postings – Temporary Vacancies

When a regular full-time or regular part-time position is temporarily vacated for a period of at least twelve (12) months, or a full school term, (September to June) and the Employer is able to determine that such temporary vacancy has a specific commencement and ending date and is provided in writing prior to commencement, then the Employer agrees, should they determine that such position is required to be filled on a temporary basis, to first post the temporarily vacated position to the bargaining unit in accordance with the provisions of Article 18. In the event the position is temporarily awarded to an existing regular full-time or regular part-time member of the bargaining unit, then the position temporarily vacated by such employee shall not be required to be posted and shall be filled by the Employer using the practices applicable to casual employees. At the expiry of the temporary vacancy should the employee occupying such temporary position be a regular employee, they shall be entitled to resume their former position. If no regular full-time or regular part-time employee applies for a temporary vacancy, the temporary vacancy will be filled by a casual employee in accordance with Article 4.04(7).

18.03 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.

18.04 Proposed Procedures for the Classification of Teacher Assistants

Notwithstanding the provisions of this Collective Agreement, unless otherwise stated, the following shall apply to the reassignment, transfer, lay-off, job postings and staff changes involving the classification of Teacher Assistants only:

1. The Teacher Assistant classification shall be divided into six (6) geographical school regions as described in Appendix "E". If during the term of this Agreement any new school is established under the jurisdiction of the Employer then the geographical location of such new school shall determine which region it will fall into. Each of the regions shall be used for the purposes of determining the manner in which Teacher Assistant positions shall be assigned and/or posted.

2. On or before June 15 of each year the Employer shall determine the number of reassignments that are required to occur for the following school year, including the specific region in which such reassignments are to occur as well as any increase or decrease in the Teacher Assistant complement within each region and the Union shall be notified of the foregoing.
3. Any increase in Teacher Assistant positions within any region shall be posted to the Union on or before June 15th in accordance with the posting provisions (Article 18) of this Agreement.
4. In the event of any decrease in Teacher Assistant positions within any region as determined by the Employer, an equal number of Teacher Assistant positions within the region in which the reduction occurs shall be subject to lay-off based on the least senior Teacher Assistants employed in that region being laid off in reverse order of seniority.
5. Any Teacher Assistant laid off in accordance with the provisions of Article 18.04(4) shall then be entitled to exercise their rights pursuant to Article 17 of this Agreement (Layoff and Recall).
6. Upon completion of the procedures set out in article 4 above, in the event that it is necessary to reassign any Teacher Assistants within a particular region all positions available for reassignment within that region shall be placed on a "First Voluntary Assignment List - Region # ___" and all Teacher Assistants within that region shall be entitled to apply for any reassignment position and the appointment to such position shall be determined by seniority (First Voluntary Assignment List).
7. Upon completion of the procedures set out in article 6 above, in the event that it is still necessary to reassign Teacher Assistants within the same region, those Teacher Assistant positions which become or remain available shall be placed on a "Secondary Voluntary Assignment List - Region # ___ " and circulated to all Teacher Assistants within that region and each Teacher Assistant shall be entitled to apply for any remaining reassignment positions. The appointment to such positions shall be determined by seniority. (Second Voluntary Assignment List-Region #___)
8. In the event that there still remains unfilled Teacher Assistant positions within a region after completing the procedures outlined in 6 and 7 above, then those Teacher Assistants who have not applied or have not been successful in securing a Teacher Assistant position within that region shall be forced to choose from the remaining unfilled Teacher Assistant positions available within that region. The

positions shall be assigned by the Employer in accordance with seniority amongst the remaining Teacher Assistants. (Forced Assignment Procedure)

9. During the school year should a student who has been assigned a Teacher Assistant relocate to another school within the same region, that Teacher Assistant may be reassigned within the region for the remainder of the school year and the position reassigned to shall be determined at the end of the school year in accordance with the foregoing procedures.
10. During the school year should a student who has been assigned to a Teacher Assistant relocate outside of the Board jurisdiction (i.e. Halifax), the Board shall reassign the Teacher Assistant to a Teacher Assistant position within their current region or the closest adjacent region for the remainder of the school year. The reassigned Teacher Assistant shall be provided an opportunity for reassignment to the region in which they were employed at the commencement of the previous school year in accordance with the foregoing procedures.
11. During the school year should a student who has been assigned to a Teacher Assistant relocate to another region of the Employer and the Employer determines that one less Teacher Assistant is required in that region the following shall apply:
 - (a) the affected Teacher Assistant shall be offered the opportunity to be reassigned to the other Region for the remainder of the school year for the purposes of continuity with the student. In the event that the Teacher Assistant accepts this temporary reassignment, the position at the end of the year shall be determined in accordance with the foregoing procedures. The reassigned Teacher Assistant shall be provided an opportunity for reassignment to the Region in which they were employed at the commencement of the previous school year in accordance with the foregoing procedures; or
 - (b) in the event that the affected Teacher Assistant does not wish to relocate then the Employer shall provide the option (based on seniority in accordance with Article 17.07) to such Teacher Assistants to perform casual work within the region or temporary assignments within the region for the remainder of the school year. At the end of the school year the Teacher Assistant shall be provided an opportunity for reassignment with in the region in which they were employed at the commencement of the previous school year in accordance with the foregoing procedures.
12. Notwithstanding the provisions in this Agreement, the Parties agree that any vacancies or new positions created in the Teacher Assistant classification after

September 23rd of the school year shall be temporarily filled by the Employer in accordance with the provisions of this Agreement and such positions shall then become subject to the provisions of this Article 18.04 at the end of the school year in which the vacancy or new position arose.

ARTICLE 19 - HOURS OF WORK

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

(1) Bus Drivers

(i) Not less than 2 ½ 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 and ninety-five (195) days plus holidays. Any time worked beyond the four (4) hours [a.m. or p.m.] is deemed as overtime.

(ii) 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.

(iii) Extra-curricular runs

School Bus Drivers may be employed between or after regular school runs for extra-curricular trips that use Cape Breton-Victoria Regional School Board buses. Drivers will be compensated at the bus driver's straight time rate or a pre-determined per diem rate only. Extra-curricular runs will be defined as field trips and sports trips. An availability list will be posted and employees will indicate willingness to participate by signing their names to the list. Runs will be given out in such a way as to equally distribute the hours. Payment for these extra-curricular trips shall be through the regular payroll system, and will be subject to all benefits and deductions as per the Collective Agreement. The School Board shall recover the cost by billing the school. All buses owned by the Cape Breton-Victoria Regional School Board used to transport students of the Cape Breton-Victoria Regional School Board shall be driven by CUPE Local

5050 school bus drivers. All other runs, excluding extra-curricular trips, will be paid in accordance with Article 19.01(1)(i) at the applicable rates as provided for in this Agreement.

(2) Maintenance Personnel

Maintenance Personnel includes: Tradespersons, Building Technicians, General Laborers, General Maintenance and Building Specialists. Hours of work for these employees shall be eight (8) hours per day, five (5) days per week.

(3) Secretarial, Clerical and Accounting Staff

Minimum of six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five (5) days per week. Property and Conveyance secretaries shall receive not less than six and one-half (6 ½) hours per day and not more than eight (8) hours per day, five days per week.

(4) Cleaners

Minimum of four (4) hours per day to a maximum of six (6) hours per day, five (5) days per week.

(5) Head Custodian

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

(6) General Maintenance

The regular hours of work will be eight (8) hours per day, five (5) days per week.

(7) Teacher Assistants

A minimum of five and one-half (5 ½) hours per day to a maximum of six and one-half (6 1 /2) hours per day, five (5) days per week.

(8) 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.

(9) Security and Grounds

A minimum of six (6) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(10) **Head Mechanic**

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

(11) **Lead Head Mechanic**

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

(12) Mechanic

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

(13) **Bus Driver with Additional Duties**

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

(14) Head **Bus** Driver

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

(15) Lunch, Bus & Ground Supervisors/**Bus Assistant Supervisors**

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

(16) Library Technician

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

(17) System Library Technician

Six and one-half (6½) hours per day, five (5) days per week.

(18) **Inventory Control Clerk (Property Services) and Inventory Clerk (Transportation)**

A minimum of six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five days per week.

(19) Custodians

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

(20) Placement Officer

Six and one-half (6 ½) hours per day, five (5) days per week.

(21) Student Support Worker

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

(22) Systems Administrator

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

(23) Computer Technician

Eight (8) hours per day, five (5) days per week, except North of Smokey where the hours of work for full-time employees shall be between six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(24) Summer Work - Cleaning

Hours of work shall be a minimum of four (4) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(25) Summer Work - Roofing/Painting/General Maintenance

Hours of work shall be a minimum of eight (8) hours per day to a maximum of twelve (12) hours per day to a maximum of forty (40) hours 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, overtime or summer roofing and/or painting.

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 periods at times designated by the Employer during their shift.

19.04 Employees who work three (3) hours or more and less than six (6) consecutive hours per day will be entitled to one fifteen (15) minute break as designated by the Employer and one-half (1/2) hour or one (1) hour unpaid lunch break per day. 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, including technology and upgrading, scheduled by the Employer shall be deemed work at the Employee's regular straight-time rate of pay.

19.07 The Employer will pay the cost of training, including wages and benefits at the appropriate rate of pay to any employee who, as a condition of employment, is required to be trained and certified in First Aid and/or CPR.

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 set 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 as per article 19.01

- 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 Full Time 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 \$12.00 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.
- 20.06 The maximum amount of overtime that can be accumulated and banked by an employee at any given time shall be limited to eighty (80) hours calculated on the basis of straight time pay. It is further agreed that no employee shall suffer a loss of any existing benefits already accumulated as a result of the introduction of this provision.

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 full-time employees and regular part-time Employees, employed on a ten (10) month per year basis, shall be entitled to (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) years 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. An employee entitled to three (3) weeks annual vacation or more may, upon receiving approval from the Employer, bank up to a maximum of twenty (20) work days annual vacation. The banked vacation together with their regular scheduled vacation, shall be taken within the following year at the rate of pay prevailing when the vacation is taken.
- 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; 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.

- 22.08 The vacation year shall run from January 1st of one year to December 31st of the same year. Normally, vacation is earned in one vacation year and taken during the following vacation year. Subject to Article 22.02, 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. Vacation entitlement for those employees with less than one (1) year service shall be pro-rated the following year.

ARTICLE 23 - SICK LEAVE

- 23.01 (a) Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents 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.
- (b) All employees will be covered by the *Nova Scotia Workers Compensation Act*. An employee prevented from performing their regular work with the Employer because of an occupational accident, which is covered by Workers Compensation, shall be entitled to use their accumulated sick leave credits for the first two days following the compensable injury.
- 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 and sixty-five (165) days for twelve (12) month employees one hundred and sixty-five (165) days for ten (10) month employees. Ten (10) 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 (1½) days 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 ninety (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 full 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 28 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, **common law spouse, same sex partner**, child, step-child, parent, **legal guardian**, step-parent, brother, sister, legal dependent or grandchild 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-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent a leave of three (3) working days with pay shall be granted. The first day of the leave commences on the day after the death.
- (3) For the death of an aunt, uncle, niece or nephew, a leave of one (1) day with pay (if scheduled to work) shall be granted. The day of leave shall be any one of the date of death, a day of the wake or the day of the funeral.
- (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.

24.02 Additional 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 (as defined in Article 24.01(1)) 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 (1) 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).

24.04 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 Employer's 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.

24.05

Military and Reserve Leave

Employees shall be granted a leave of absence without pay when requested for duties of the Canadian Military or Reserves.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

- 25.01 The wages set out in Appendix "A" shall be calculated as of the date of the signing of this Agreement and shall be included in the next regular pay period owing to the employees. The Employer shall pay wages commencing the second Thursday in January in accordance with Appendix "A" which forms part of this Agreement.

25.02 **Direct deposit pays to conform to the existing SAP pay schedule – pays to be calculated in accordance to Appendix A and be paid up to and including the Friday of two (2) weeks prior (two weeks deferred).**

25.03 (i) The Employer shall pay license fees that may be required for any Employee who is required to drive Board-owned motor vehicles and, as a condition of employment, is required to be licensed.

(ii) The Employer shall pay license fees for any Employee who, as a condition of employment, is required to be licensed.

25.04 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 holidays;

(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.

25.05 Relief Pay

When an employee relieves in or performs the duty of an existing higher paying position, the employees shall receive the higher rate of pay of the position occupied.

25.06 Lead Hand Rate of Pay

In any situation where the Employer is required to designate an employee to temporarily perform a lead hand role then that employee shall be paid an additional ten (10) percent above his/her regular rate of pay.

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.
- 29.03 Except as otherwise covered by this Agreement, persons who are not members of the bargaining unit shall not work in any job which is included in the bargaining unit, except for instruction of employees, or in emergencies when regular employees are not available for work.
- 29.04 The operation of all cafeterias shall fall outside the scope of the bargaining unit. Without limiting the generality of the foregoing, as it relates to existing or new cafeterias, the Employer shall be permitted to rent or lease the cafeterias to third party users/operators or the school itself in which the cafeteria is located or otherwise be permitted to operate the cafeterias or use them as they see fit.

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 Maintenance Classifications, **General Maintenance and Head Custodians** shall be provided with two (2) pair of work pants and two (2) work shirts annually. All Mechanics, including Head Mechanics, **Lead Head Mechanics, Bus Drivers with Additional Duties, and Motor Vehicle Body Repairers** shall be provided with coveralls as required. Employees required to go on the highway to repair buses, shall be provided with rain gear for inclement weather.

(b) **Custodians**, cleaners and lunch/bus/ground supervisors will receive an annual clothing allowance of fifty (\$50.00) dollars per year which shall be paid **by the last pay of September** 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 to each employee in the following classifications: All Maintenance and Mechanic classifications (as described in Article 31.01(a)), **General Maintenance, Hourly and Salary Custodians.**

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.

ARTICLE 32 - TOOL ALLOWANCE

32.01 A tool allowance of **two hundred (\$200)** dollars per year shall be paid for Employees in the classifications of Head Mechanic, **Lead Head Mechanic, Mechanic, Apprentice and Maintenance including General Maintenance, Tradespersons, Building Technician, Building Specialist and Head Custodian.**

ARTICLE 33 - EMPLOYEE BENEFITS

33.00 Employer agrees to pay 65% (co-pay) for premium of dental coverage. Terms of coverage are to be based on existing plan with NSSBA - MEB. Obligation to pay shall remain subject to the conditions of the plan and whether any such employees are entitles/qualify to receive the benefit.

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. Employees' entitlement to participate and receive the pension plan benefit and in particular any restrictions with regard to age shall be governed by the terms of the pension plan, the parties acknowledging that currently Employees working with the Employer beyond the age of sixty-nine (69) are not entitled to participate in the plan and receive this benefit.

33.02 The Employer agrees to pay fifty percent (50%) of the premium for the required life insurance coverage.

33.03 The Employer agrees to pay **sixty-five percent (65%)** 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 no invoice for July and August but employees shall pay their medical benefits for July and August over the ten (10) months in which they are working.

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 Memorial Print Shop under the jurisdiction of the Cape Breton-Victoria Regional School Board.

33.08 Joint Benefit Committee

The Employer and the Union agree to establish a joint committee to study the pension and insurance plans covered herein during the term of this Agreement and shall make joint recommendations to the Union Executive and the Employer with regard to any changes they believe would be in the best interests of the parties. The Committee will consist of equal Employer-Employee representation to a maximum of two (2) representatives each. Employees will suffer no loss of regular wages for time spent in Joint Committee Meetings.

Board by resolution has agreed to participate in Provincial Health Benefits Plan anticipated to be put in place by the Nova Scotia School Board Association for the benefit of CUPE workers and other unionized workers throughout the Province presently working for School Boards.

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 records 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 \$15,000.00 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 day of **May, 2010**.

**CAPE BRETON-VICTORIA
REGIONAL SCHOOL BOARD**

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

LORNE GREEN
Board Chair

ELIZABETH MACDONALD
President

ED DAVIS
Superintendent

CATHY FARRELL
Recording Secretary

BETH MACISAAC
Director Human Resources

APPENDIX A

Classification	Current	2007 (2.9)	2008 (2.9)	2009 (2.9)	2010 (1.0)	2011 (1.0)
Accounting Clerk Finance	20.10	20.68	21.28	21.90	22.12	22.34
Accounting Clerk Human Resources	20.10	20.68	21.28	21.90	22.12	22.34
Apprentice Mechanic Year 1	15.39	15.84	16.30	16.77	16.94	17.11
Apprentice Mechanic Year 2	16.35	16.82	17.31	17.81	17.99	18.17
Apprentice Mechanic Year 3	17.32	17.82	18.34	18.87	19.06	19.25
Apprentice Mechanic Year 4	18.28	18.81	19.36	19.92	20.12	20.32
Building Specialist*	19.60	20.17	20.75	21.36	21.57	21.78
Building Technician	17.31	17.81	18.33	18.86	19.05	19.24
Building Technician (Safety & Paint)	17.89	18.41	18.94	19.49	19.69	19.88
Bus Driver	18.81	19.36	19.92	20.49	20.70	20.91
Bus Assistant Supervisor	9.35	9.62	9.90	10.19	10.29	10.39
Bus Driver with Additional Duties	17.60	18.11	18.64	19.18	19.37	19.56
Cleaner	13.11	13.49	13.88	14.28	14.43	14.57
Computer Technician	19.33	19.89	20.47	21.06	21.27	21.48
Custodian	15.09	15.53	15.98	16.44	16.61	16.77
General Labourer*	12.91	13.28	13.67	14.07	14.21	14.35
General Maintenance *	17.09	17.59	18.10	18.62	18.81	18.99
Head bus Driver	19.24	19.80	20.37	20.96	21.17	21.38
Head Custodian	15.75	16.21	16.68	17.16	17.33	17.51
Head Mechanic	20.00	20.58	21.18	22.51	22.74	22.96
Inventory Clerk	17.31	17.81	18.33	18.86	19.05	19.24
Inventory Control Clerk	20.10	20.68	21.28	21.90	22.12	22.34
LBG Supervisor	9.35	9.62	9.90	10.19	10.29	10.39
Lead Head Mechanic (current as of Feb.11/09)	21.87	-----	-----	24.49	24.74	24.99
Library Technician*	18.27	18.80	19.35	19.91	20.11	20.31
Mechanic	19.24	19.80	20.37	21.70	21.92	22.14
Placement Officer	18.74	19.28	19.84	20.42	20.62	20.83
Student Support Worker	17.85	18.37	18.90	19.45	19.64	19.84
School Secretary	17.55	18.06	18.58	19.12	19.31	19.51
Secretary I	19.69	20.26	20.85	21.45	21.67	21.88
Security/Grounds	12.67	13.04	13.42	13.80	13.94	14.08
System Administrator	22.11	22.75	23.41	24.09	24.33	24.57
System Library Technician	20.88	21.49	22.11	22.75	22.98	23.21
TA	16.40	16.88	17.36	17.87	18.05	18.23
TA_LPN	17.59	18.10	18.63	19.17	19.36	19.55
TA_RN	18.99	19.54	20.11	20.69	20.90	21.11
Tradesperson	19.24	19.80	20.37	21.70	21.92	22.14

Casuals 85% of rate of position						
2007, 2008, 2009						
Casuals 100% of rate of position						
April 1, 2010 forward						

Supervisor cleaner \$0.50 more per hour than cleaner rate

*Those employees working in any one of the specific classifications set forth below whose wage rate(s) as of April 1, 2005 exceeded the agreed upon standardized wage rate(s) set forth in Appendix "A", shall be "green-circled" meaning that the present incumbent only will continue to receive the higher wage rate while employed in the same classification or some other as a result of an involuntary transfer unrelated to performance, disciplinary demotion or bumping rights.

- BLDSPC01 – Building Specialist
- GN MN 01 – General Maintenance
- GNLBR – General Laborer
- GNMNGC WP – General Maintenance (Wire Puller)
- LIBTEC01 – Library Technician

For greater certainty the parties agree to confirm with each other by letter of even date setting forth the names of those employees affected by "green circle" as at the date of entering into this contract.

APPENDIX B

**CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD
EMPLOYEE SICK LEAVE FORM**

Name of Employee _____ Employee # _____

Address of Employee _____

Employee Classification _____

Date 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)

Glance 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		

APPENDIX D

For the purposes of Article 12 and in particular Step 1 of the Grievance Procedure, the Immediate Supervisor position relative to each classification or individual employees shall be as follows:

Classification

Immediate Supervisor

General Labourer, Tradespersons,
Building Technician/Building Specialist,
Inventory Control Clerk

Supervisor of Operations

General Maintenance, Head Custodians,
Custodians, Cleaners

Supervisor of Operations

Bus Drivers, Bus Drivers with Additional Duties,
Head Bus Drivers, Inventory Clerk,
Bus Assistant Supervisors

Co-ordinator of Transportation

Systems Administrator, Computer Technician

Board Network Administrator

Mechanics and Head Mechanics

Manager of Transportation/
Conveyance

Lunch/Bus/Ground Supervisor; Teacher Assistants
Student Support Workers, Security and Grounds

Principal or Principal's Designate
of school of employment

Accounting Clerks (Finance)

Coordinator of Finance and
Accounting

Secretary I

Co-ordinator of Department
Working Under

Account Clerks (HR)

Co-ordinator of Human Resources

Transportation Secretary

Manager of Transportation/
Conveyance

Secretary (Central Office)

Coordinator of Department
Working Under

Placement Officer

Principal or Principal Designate

Library Technicians

Coordinator of Elementary
Education

School Secretaries

Principal or Principal's Designate
of school of employment

APPENDIX E

Region 1 - Sydney

Holy Angels High - Sydney Academy High - Sherwood Park - Whitney Pier Memorial - G.D. Lewis - Ashby - Cornwallis - Cusack- Brookland Elementary - Shipyard Elementary - Harbourside - Southside Learning Centre/Adult Day School

Region 2 - New Waterford/Glace Bay/Dominion

Breton Education Centre - Greenfield - Mount Carmel - St. Agnes - Adult Day School (Breton Education Centre) - Glace Bay High - **Oceanview Education Centre** (Morrison/St. Michael's) - Donkin-Morien - Glace Bay Elementary Complex - J.B. Croak - St. Anne's - Bridgeport - Tompkins - Gowrie - MacDonald Elementary - Adult Day School (Glace Bay High)

Region 3 - Victoria-North

Cabot High - Cape Smokey - North Highlands - Adult Day School (Cabot)

Region 4 - Victoria-South

Baddeck Academy - Rankin - Middle River

Region 5 - Memorial/Northside

Memorial Composite High - Dr. T.L. Sullivan- Boularderie - Bras d'Or - Florence - Seton - **Ferrisview Elementary** (St. Joseph(North Sydney)/St. Mary's) - Jubilee - St. Joseph (Sydney Mines) - Northside Learning Centre/Adult Day School - Staff Development Centre - Sydney Mines Jr. High - Thompson Jr. High

Region 6 - Riverview/Sydney River/Coxheath/Mira

Riverview Rural High - MacLennan - Coxheath - Robin Foote - Malcolm Munroe - Riverside - East Bay - Marion Bridge - Mira Road - Mountainview - Sydney River Elementary

MEMORANDUM OF AGREEMENT #1

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050 AND CAPE BRETON VICTORIA REGIONAL SCHOOL BOARD

Employee Long-Term Absences

- (1) In any situation where a regular employee has been absent from work for a period in excess of thirty-six months (36) due to sickness or disability and there is no definite return date known (which shall remain the responsibility of the employee to provide to the employer), the permanent position which this employee held shall be posted (P1) temporary and could become permanent (TPP). Any fall downs to this posting shall also be temporary and can only become permanent if the absent employee resigns or retires or leaves the position.
- (2) If the absent employee resigns or retires or leaves the position, these temporary permanent positions will become permanent positions without a posting.
- (3) If the employee, other than Teacher Assistants (see italics) who originally occupied the position and is off on long-term illness and/or disability is able to return to work, the following will apply. In accordance with the contract anytime thereafter, upon notice in writing to the employer, that employee would be entitled to return to their position. If there are changes in the qualifications for the position that the employee previously held, then the employee will be given the opportunity to receive the necessary training. *(If a Teacher Assistant who is affected by this agreement wishes to return to work, then he/she must notify the employer of their intention to return for the following school year by May 31st. If the Teacher Assistant wishes to return to work between September 1st & June 30th, then they must accept casual work in their region at the regular rate of pay and then will be considered for staffing in the June staffing procedures as per Article 18.04)*
- (4) When the absent employee returns to work, the employees in temporary permanent positions which were fall downs to the posting (P1) will return to their previous positions. Any casual hired as a result of the original posting will exercise retention rights.
- (5) If an employee in a temporary permanent position (TPP) transfers to a regular position (P2), the employees in temporary permanent positions which were fall downs to the original posting (P1) will then return to their own original

positions. The temporary permanent position is reposted in accordance with the collective agreement.

I, **Elizabeth MacDonald**, President of CUPE Local 5050, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

ELIZABETH MACDONALD
President

I, **Beth MacIsaac**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

BETH MACISAAC
Director of Human Resources

MEMORANDUM OF AGREEMENT #2

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050 AND CAPE BRETON VICTORIA REGIONAL SCHOOL BOARD

The parties agree that the following provision, notwithstanding the terms of the current Collective Agreement, shall take precedent and remain in effect during the terms of the current Collective Agreement:

The parties agree that employees employed in the Lunch/Bus/Ground classification shall be entitled to two (2) additional inservice days, for a total of three (3) per year at a minimum of 4 hour sessions.

I , **Elizabeth MacDonald**, President of CUPE Local 5050, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

ELIZABETH MACDONALD

President

I, **Beth MacIsaac**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

BETH MACISAAC

Director of Human Resources

MEMORANDUM OF AGREEMENT #4

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050 AND CAPE BRETON VICTORIA REGIONAL SCHOOL BOARD

The parties agree that the following provision, notwithstanding the terms of the current Collective Agreement, shall take precedent and remain in effect during the terms of the current Collective Agreement:

The parties agree that there may be special circumstances whereby the employer, upon recommendation based on solid documentation from the Cape Breton Victoria Regional School Board Student Services Department, requests that a regular teacher assistant remain with a student with special needs where a change has been deemed to cause extreme detriment to the student. In these instances, the board shall provide medical documentation to Local 5050 executive and Local 5050 shall comply with this request. The parties agree that there shall be up to three (3) such requests per school year.

I , **Elizabeth MacDonald**, President of CUPE Local 5050, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

ELIZABETH MACDONALD
President

I, **Beth MacIsaac**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this day of , **2010**.

BETH MACISAAC

MEMORANDUM OF AGREEMENT #5

**~~CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050~~
~~AND~~
~~CAPE BRETON VICTORIA REGIONAL SCHOOL BOARD~~**

~~The parties agree that the following provision, notwithstanding the terms of the current Collective Agreement, shall take precedent and remain in effect during the terms of the current Collective Agreement:~~

~~Re: — Article 33 — Mandatory Retirement~~

~~Management and the Union agree:~~

- ~~1. — The Cape Breton Victoria Regional School Board's position on mandatory retirement is that employees may work beyond age 65.~~
- ~~2. — If CUPE Local 5050 raises objections, then it would grieve a violation of Article 33.1 which may be referred to arbitration.~~

~~IN WITNESS WHEREOF the parties hereto have signed this Letter of Agreement.~~

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