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# **COLLECTIVE AGREEMENT**

**between the**

**HALIFAX REGIONAL SCHOOL BOARD**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

**August 1, 2003 to July 31, 2006**

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**Article 1**      **Preamble**

- 1.01            Whereas this agreement is entered into by the Halifax Regional School Board (“Employer”) and the Canadian Union of Public Employees, Local 108 (“Union”) for the purpose of setting out the agreement reached by them in relation to rates of pay, hours of work and certain other conditions of employment.
- 1.02            In recognition of the foregoing, the parties have agreed to specific terms hereinafter contained.

**Article 2**      **Recognition**

- 2.01            The Employer recognizes the Union as the sole bargaining agent for all of its Employees pursuant to the Labour Relations Board Interim Order #4508 of the Nova Scotia Labour Relations Board (an agreement between the Halifax Civic Workers Union Local 108, Unit #3 and the Canadian Union of Public Employees, Local 108, Unit #3) and including all other Employees for which the Union and the Employer have mutually agreed shall be included in the bargaining unit.
- 2.02            Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on jobs which are included in the bargaining unit or are similar to the job of any bargaining unit member except that; the parties recognize the existing practices of the use of volunteers insofar as these practices do not result in layoff, downgrading or loss of hours to members of the bargaining unit, or in the reduction in the size or jurisdiction of the unit. The Union recognizes the Employer may, as a result of community interest, increase the use of volunteers so long as such increase does not result in layoff, downgrading or loss of hours to members of the bargaining unit, or in the reduction in the size or jurisdiction of the unit.
- 2.03            No Employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representative which may conflict with the terms of the Collective Agreement.
- 2.04            The Union shall have the right at any time to have the assistance of representatives or any other advisors not on the Employer's payroll when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises after gaining prior approval of the Employer, such approval shall not be unreasonably withheld in order to deal with any matters arising out of this Collective Agreement.
- 2.05            (a)    Union officers and committee members who receive prior authorization from her/his supervisor, shall be entitled to leave her/his work during working hours in order to carry out her/his function under this agreement, including but not limited to the investigation and processing of grievances, arbitrations, and attendance at meetings called by the Employer. Such authorization shall not be unreasonably withheld.
- (b)    All time spent in performing such Union duties, including work performed on Employer/Union committee's, shall be considered as time worked and paid in accordance with the normal work day. No overtime will be paid for such activities.
- (c)    The Union may appoint a collective bargaining Committee which shall consist of not more than five (5) Employees appointed by the Union. The Union may appoint additional bargaining Committee members, however, such members shall not be compensated by the Employer. 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 in negotiations for a new Collective Agreement, but no compensation shall be paid for any time outside regular working hours.



**Article 3**      **Employer's Rights**

3.01      The Employer shall have the right to manage the operation of the Halifax Regional School Board, its services and programs. Without limiting the generality of the foregoing, the Employer shall have the right to determine:

- (a)      organizational structure;
- (b)      complement;
- (c)      work methods and procedures;
- (d)      kinds and locations of equipment;
- (e)      facilities and buildings;
- (f)      hours of work, scheduling, assignment, training, classification, redundancy and evaluation of Employees;
- (g)      promotion, demotion, lay-off and discharge of Employees; and
- (h)      discipline.

3.02      The Employer shall not exercise its rights in a manner inconsistent with the provisions of this Collective Agreement or in an arbitrary manner.

**Article 4**      **Union Shop**

- 4.01            (a)      It shall be a condition of employment that an Employee shall become and remain a member of the Union, and the Employer shall deduct and forward to the Union all initiation fees, dues, assessments and benefit payments levied from time to time by the Union.
- (b)      Deductions shall commence with the Employee's first pay.
- 4.02            (a)      The Employer shall make the deductions set out in Article 4.01 from each Employee, on each pay and shall transmit them to the Union as per the current practice.
- (b)      A statement, accompanied by a list of the Employees from whom deductions have been made, shall be sent to the Union no later than the fifteenth (15<sup>th</sup>) day each month. A list of Employees added or deleted and the reasons therefore shall be provided to the Union on a monthly basis.
- 4.03            The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in this Article.
- 4.04            (a)      The Employer shall hold an orientation meeting for new bargaining unit Employees every two (2) months during the period Sept. 1<sup>st</sup> through April 30<sup>th</sup> each year, and provide them with a copy of all pension and benefit information as provided by the plan Administrator(s).
- (b)      An officer of the Union shall be given a maximum of thirty (30) minutes, during regular working hours, immediately following the orientation session set out in Article 4.04(a) to present to new Employees, the benefits and duties of Union membership and the responsibilities and obligations of the Employees to the Employer and the Union. The Union shall also be given an opportunity to distribute copies of this Collective Agreement to new Employees at that time.
- 4.05            At the same time that income tax (T-4) slips are made available, the Employer shall include on all T-4 slips the total amount of Union dues deducted from each Union member in the previous year. A separate statement shall be provided by the Employer with the T-4 slips if the T-4's do not have a space for Union dues.
- 4.06            The Employer shall provide designated space on bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees. The Employer shall also provide mailboxes for each Employee. The Employer shall take reasonable steps to ensure that correspondence addressed to individual Employees and received at the site is placed in the individual's mailbox.

- 4.07 Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours. The Employer reserves the right to charge a fee if the timing of the meeting would incur additional costs to the Employer.

**Article 5**      **Employee Status Definitions**

- 5.01      Permanent full-time Employee means an Employee who is a member of the bargaining unit and is regularly scheduled to work full-time hours in a permanent position.
- 5.02      Permanent part-time Employee means an Employee who is a member of the bargaining unit and is regularly scheduled to work less than full-time hours in a permanent position.
- 5.03      Full-time hours mean the normal regularly scheduled hours of work in accordance with Article (10) - Hours of Work.
- 5.04      (a)      “Term position” means a position with a specific start and end date, the duration of which is known in advance to exceed ninety (90) calendar days in a school year.
- (b)      A permanent Employee who fills a term position shall be entitled to all the rights and benefits of this Collective Agreement.
- 5.05      (a)      “Term Employee” means an Employee (other than a permanent Employee) who is hired to work in a term position as defined in Article 5.04 (a). Term Employees shall be members of the bargaining unit with restricted rights and benefits of this Collective Agreement as follows:
- (i)      sick leave,  
                    (ii)      bereavement leave,  
                    (iii)     leave for jury duty,  
                    (iv)      holidays,  
                    (v)      benefit plan, and  
                    (vi)     payment of wages and allowances
- in accordance with the relevant Articles in this Collective Agreement.
- (b)      A Term Employee who becomes a permanent Employee shall be credited with seniority back to the latest date of hire as a term Employee from which unbroken service commenced, and will not be placed on the seniority list until hired as a Permanent Employee.
- 5.06      “Substitute Employee” means an Employee who is employed to temporarily fill an assignment occupied by a permanent Employee or a term Employee, or to fill an assignment until such time as the assignment is permanently filled or filled as a term position. A substitute Employee is not a member of the bargaining unit.

**Article 6**      **Work of the Bargaining Unit**

- 6.01      The Employer recognizes the importance of job security to members of the bargaining unit and their instructional role in the educational system.
- 6.02      The Employer will not contract out work normally performed by members of the bargaining unit, except in the following circumstances:
- (a)      in those instances where in order for a student to attend school they must be accompanied by a licensed medical professional;
  - (b)      in those instances where the student must be accompanied by an individual appointed by the court or on the express recommendation of medical personnel;
  - (c)      to meet legislated educational requirements that necessitate contracting out;
  - (d)      to implement Department of Education initiatives for students with special needs with severe behavioural disorders requiring professional attention.

The Employer will provide the Union, in writing, as much notice as possible prior to contracting out services under this Article. Such notice shall be provided to the Union President and Union Chairperson of the Labour Management Committee.

- 6.03      The Employer will make reasonable efforts to ensure that any bargaining unit members affected by the contracting out obtain jobs with the contractor to whom the work is contracted.
- 6.04      Employees affected pursuant to Article 6.02 shall be treated in accordance with Article (12), Layoff and Recall.
- 6.05      In the event of amalgamation, annexation, dissolution or other change in the Halifax Regional School Board jurisdiction, this Collective Agreement covering the bargaining unit shall continue in full force and effect, and the School Board or other authority employing Employees of this bargaining unit shall be deemed to be the Employer under the existing Collective Agreement for the duration of the agreement or until a new Collective Agreement is reached between the new School Board or other authority.

**Article 7**      **Human Rights**

- 7.01            In accordance with the *Nova Scotia Human Rights Act*, the Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliations or activity, sexual orientation, gender, marital or parental status, family relationship, physical disability, nor by reason of her/his membership or activity in the Union. "Age", as used in this Article shall not include the period beyond the Employee's 65th birthday.
- 7.02            Employees will not be asked or required to do personal services which are not connected with the operation of the Employer.
- 7.03            The Employer and the Union agree to be bound by the Employer's Sexual Harassment Policy which is in place at the signing of this Collective Agreement. The Employer agrees to permit Employees an opportunity for union representation if required by the Employee at any step of an investigation.

**Article 8**      **Seniority**

8.01            Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer or predecessor employer prior to the certification or recognition of the Union for the School Board Employees affected by the 1996 Halifax Regional School Board amalgamation. Seniority shall be used for assignment, lay-off, permanent reduction of the workforce, location of work, and recall as set out in the other provisions of this Collective Agreement. Seniority shall operate on a bargaining unit wide basis.

**Probationary Employees**

8.02            All newly-hired permanent Employees shall be on probation for a period of ninety (90) working days from the date of hire. Upon completion of the probationary period, the Employee's name shall be placed on the Employer's seniority list effective the first day of the probationary period.

8.03            There shall be no responsibility on the part of the Employer with respect to the employment of probationary Employees discharged during the probationary period, and in such cases probationary Employees may not avail themselves of the grievance and arbitration procedure.

8.04            Subject to Article 8.03, the Employee shall be entitled to all other rights and benefits of this Collective Agreement during the probationary period.

**Seniority List**

8.05            The Employer shall, by February 15<sup>th</sup> of each year, place a notice confirming the list has been posted in each Employees mailbox; supply a copy of the updated Seniority list to each site and supply a copy of the updated list to the Union office. The updated list shall show the name of the Employee, the date of hire, seniority in years and the Employee's classification. The Union's copy of the list will include site and percentage for each Employee.

8.06            Challenges regarding errors or omissions to the posted seniority list shall be made in writing within thirty (30) calendar days of the posting of the list. Challenges may only be made by Employees newly added to the list or Employees whose seniority has changed since the last list. All Employees who challenge her/his seniority shall receive a response from the Employer confirming her/his seniority date.

8.07            When two or more Employees are hired on the same day, the names will be drawn in the presence of the Labour Management Committee. The first name drawn shall be the most senior and subsequent draws will indicate the descending order of seniority.

8.08            Prior to June 1, the Employer shall provide the Union an updated seniority list showing the name of the Employee, the date of hire, seniority in years, site and percentage and the Employee's classification. There shall be no challenges to this seniority list.

Loss of Seniority

- 8.09 (a) An Employee will lose all seniority rights and privileges in the event the Employee:
- (i) is discharged for just cause and not subsequently reinstated;
  - (ii) she/he resigns in writing and does not withdraw such resignation within three (3) working days;
  - (iii) is not recalled to work within twenty-four (24) consecutive months after a layoff;
  - (iv) is absent without leave for three (3) days without permission or notice giving an acceptable reason for the absence except in exceptional circumstances.
- (b) An Employee will lose all seniority rights and privileges when he or she accepts a non-bargaining unit position with the Halifax Regional School Board and completes the probationary period attached to the position (which shall not exceed one (1) school year).

Seniority While on Leave

- 8.10 An Employee shall continue to accrue seniority while on maternity leave, parental leave, deferred salary leave, and Workers' Compensation, while on periods of approved long-term disability and any period leading up to the approval of such claims.

Any Employee returning from one of the above-referenced leaves shall be returned to her/his former position or equivalent position without loss of seniority and at the wage rate of the former position. When a period of long-term disability exceeds twenty-four (24) months, the original position will be declared vacant and posted in accordance with Article 9. Upon return, the Employee will be placed in an equivalent position. Any other Employee promoted, transferred or temporarily assigned to the position of the Employee returning from leave shall be returned to her/his former position or equivalent position without loss of seniority and at the wage rate of her/his former position.

- 8.11 Seniority shall not accumulate during any unpaid personal leave in excess of one year except where provided for in other Articles of this Collective Agreement.

- 8.12 Should an Employee who has accepted a non-bargaining unit position with the Halifax Regional School Board prove unsatisfactory or choose not to remain in the position during the probationary or trial period which shall not exceed one (1) school year, she/he shall be returned to her/his former position or equivalent position and location without loss of seniority and at the wage rate of the former position. Any other Employee promoted or transferred because of this rearrangement of positions shall be returned to her/his former position or equivalent position without loss of seniority and at the wage rate of her/his former position.



**Article 9**      **Staffing**

**The staffing process for 2004 – 2005 is described in the attached Letter of Understanding.**

**Job Postings**

- 9.01      In filling positions within the bargaining unit, the Employer recognizes that job opportunities should increase in proportion to the length of service. Appointments will be made on the basis of qualifications as required for the position, competencies as set out in the job description, and seniority.
- 9.02      The job posting will contain classification title, nature of assignment, required knowledge and education, skills, hours of work, wage or salary rate or range, location, medically related procedures, and *bona fide* occupational requirements.

**Redundancies**

- 9.03      (a)      A redundancy occurs when:
- (i)      as a result of the Employer's yearly assessment of allocations, the number of full-time-equivalent (FTE) Employees within a classification at a site exceeds the number of FTE positions allocated to the site within that classification and an Employee's hours of work are reduced by more than twenty percent (20%); or
  - (ii)     the assessment results in a substantial change to the needs of a student(s) at a site and the Employees presently employed at the site do not have the required qualifications and competencies for that assignment.
  - (iii)    In the event a substantial change occurs pursuant to Article 9.03 (a) (ii), the Union may request and the Employer shall provide reasons for the substantial change.
- (b)      For the purpose of determining the Employee(s) to be declared redundant at a site, the least senior Employee(s) permanently holding a position at the site shall be declared redundant provided the senior Employee(s) can meet the qualifications and competencies for the positions which remain at the site.
- (c)      If a redundant Employee's assignment, at the time a redundancy is declared, is occupied on a term basis, the term position will automatically terminate and the Employee filling the term position shall return to her/his previous status.
- 9.04      A site shall be defined as all those locations for which one principal or supervisor is responsible.

9.05 As soon as reasonably possible following the formal approval of the general and supplementary budgets by the elected School Board each year, the Employer shall provide the Union with the following information:

- (a) a list of those Employees identified by Employee Number, in order of seniority, who have been declared redundant; those Employees on lay-off with recall rights; and, in the event of a reduction of the workforce, those least senior Employees identified for layoff in order to accomplish the necessary reduction;
- (b) available assignments which have been identified and allocated for the following school year (including existing term positions which have been identified as permanent positions for the following school year and full school year term positions) together with the qualifications and competencies required for those assignments, and in the event of a reduction of the workforce, those assignments which will be vacated as a result of the layoff.

9.06 Bumping

- (a) Only the one hundred percent (100%) Permanent Employees in a permanent position who are declared redundant and on the list described in 9.05(a) ("The Seniority Group") may choose:
  - (i) to accept the redundancy; or
  - (ii) to displace a more junior one hundred percent (100%) Permanent Employee from the same classification from a list of positions of the most junior one hundred percent (100%) Permanent Employees in permanent positions that is equal in number to the list of the The Seniority Group.
- (b) The Seniority Group shall be given an opportunity to apply, indicating their order of preference, for any assignment(s) identified in accordance with Article 9.06(a)(ii). The list of most junior positions and job posting information for each position will also be available for pick up from Human Resource Services, and will be provided to the Union. Assignments will remain on the Human Resources web-site for seven (7) calendar days excluding statutory holidays.
- (c) If a member of The Seniority Group makes no displacement choice, or if their choices are or become unavailable due to displacement by more senior employees, or if their choices are unavailable due to qualifications or job requirements, the Employee will remain redundant and may continue to participate in the staffing process.
- (d) A displaced junior Employee will become redundant and may participate in the staffing process.
- (e) This article 9.06 also applies to any one hundred percent (100%) Permanent Employee in a permanent position who has had his/her position reduced by

any amount up to twenty percent (20%). Such Employees will be included in the Seniority Group. If the Employee fails to displace a junior Employee, he/she will remain in the reduced position.

### Step One

- 9.07 All Employees shall be given an opportunity to apply, indicating their order of preference, for any assignment(s) identified in accordance with Article 9.05(b) and any assignments available as a result of an Employee bumping in accordance with 9.06 (e), by completing an on-line application clearly setting forth her/his qualifications and competencies for each assignment(s). Assignments will remain on the Human Resources web-site for seven (7) calendar days excluding statutory holidays.
- 9.08 The Employer will fill the assignments identified in Article 9.07 on the basis of qualifications as required for the assignment, competencies as set out in the job posting, and seniority.
- 9.09 Employees who apply for assignments pursuant to Article 9.07 and are awarded an assignment for which she/he had indicated a preference, must accept that assignment.
- 9.10 If an assignment has been posted to all bargaining unit Employees in Step One as a permanent position and remains unfilled following the completion of Step One, the successful applicant will be hired as a permanent Employee.

### Step Two

- 9.11 (a) Permanent assignments which become available as a result of an Employee applying for and obtaining an assignment in accordance with Step One, and any new positions created since that time as a result of reinstatement or increase in funding, new student enrollments, resignations, retirement, termination or death shall be filled by the Employer as permanent positions.
- (b) The Employer will first offer these remaining assignments to laid off and redundant Employees in order of seniority provided the Employee has the qualifications required for the assignment and competencies as set out in the job description. Any Employees who remain on the redundant list at the conclusion of this process shall be issued a layoff notice.

### Positions Which Become Available after the Completion of Step Two

- 9.12 When a permanent assignment is identified and allocated after the completion of Step Two and prior to November 1 (including new positions created in that period as a result of a reinstatement, or increase in funding, new student enrollments, resignation, retirement, termination, or death), it

shall be posted on the Halifax Regional School Board's web-site for a period of seven (7) calendar days excluding statutory holidays.

- 9.13
- (a) All Employees shall be given an opportunity to apply, indicating their order of preference, for any assignment(s) identified in accordance with Article 9.12 by completing an on-line application clearly setting forth her/his qualifications and competencies for each assignment(s).
  - (b) The Employer will fill the assignments identified in Article 9.12 on the basis of qualifications as required for the assignment, competencies as set out in the job posting, and seniority.
  - (c) Employees who hold assignments, are not on recall, and are awarded an assignment in accordance with Article 9.13(b), must accept that assignment. Library Support Specialists and Student Support Workers may move to their new assignment during the school year. An Educational Program Assistant who is awarded an increased assignment may move to their new assignment during the school year. Any other Educational Program Assistant shall only commence the assignment at the start of the next school year.
  - (d) Employees who are on recall and are awarded an assignment in accordance with 9.13(b), must accept that assignment. Such appointments shall be made on a term basis unless the successful applicant is the most senior applicant.
  - (e) Following Article 9.13(d), should the position remain unfilled, it shall be filled by an external applicant as a permanent position.

#### Term Positions

- 9.14
- (a) Term positions, as defined in Article 5.05 (a), which become available after September 1<sup>st</sup> shall be filled by the Employer.
  - (b) In filling term positions which become available after September 1<sup>st</sup>, the Employer shall first offer the positions to laid-off Employees with recall rights, provided the Employee can meet the qualifications and competencies for the position. Those Employees, who currently hold a reduced position with recall rights and/or a position outside his/her former classification, shall only be entitled to take the term position if the term extends to the end of the school year.
  - (c) All term positions which do not extend to the end of the school year shall be filled by Employees with recall rights who do not currently hold positions, failing which the positions will be filled with external applicants.

#### Trial Period

- 9.15
- (a) Employees appointed or assigned by the Employer shall be given a trial period of two (2) months.

- (b) If the Employee proves unsatisfactory during the trial period, the Employee shall be returned to their former position or equivalent position, wage or salary rate and without loss of seniority. Any other Employee reassigned because of the rearrangement of positions shall also be return to their former position or equivalent position, wage or salary rate and without loss of seniority.

#### Assignment Within Classification

- 9.16 (a) The Employer may, in consultation with the Employee, reassign the Employee from one assignment to another within the Employee's classification.
- (b) Employees may request a reassignment, in writing with reasons for the request, from one assignment to another within the Employee's classification.
- (c) In making the reassignment under Article 9.16(a) and Article 9.16(b), the Employer will consider the Employees preference as to school and geographical location.
- (d) Reassignments of a disciplinary nature cannot be made pursuant to this Article.

#### Assignment Outside Classification

- 9.17 If the Employer temporarily reassigns an Employee to an assignment outside her/his classification, for which the rate of pay is lower, the Employee shall retain her/his original rate of pay while in the temporary assignment.

#### Notification of Employee Status Changes to Union

- 9.18 The Union shall be notified in writing of all promotions, hirings, layoffs, recalls, deaths, retirements, resignations, reassignments, or any other employment status changes for member of the bargaining unit by the last day of each month.
- 9.19 (a) The Employer agrees not to split any full-time position at a site without consultation with the Union.
- (b) The Employer agrees to combine permanent part-time positions prior to posting whenever possible, after consultation with the union.
- (c) During the school year the Employer may add smaller percentage positions or smaller additional allocations at a single site into existing larger positions at the same site, without posting either the percentage positions or the resulting larger position, even if the resulting position is a full-time position for the remainder of the school year.

**Article 10**    **Hours of Work**

- 10.01        The normal hours of work for permanent full time Employees are as follows:
- (a)        Library Support Specialists: six and one-half (6 1/2) hours daily from Monday through Friday.
  - (b)        Educational Program Assistants and Student Support Workers: seven (7) hours daily from Monday through Friday.
- 10.02        (a)        Employees who work between four (4) and seven (7) hours per day will be entitled to a minimum one-half (1/2) hour unpaid lunch break plus two (2) fifteen (15) minute paid rest periods at times designated by the Employer during her/his scheduled hours of work. Where operationally possible, the Employee may arrange with the Employer to use one of the fifteen (15) minute rest periods in order to extend his/her lunch break to forty-five (45) minutes.
- (b)        Employees who work less than four (4) hours per day will be entitled to a fifteen (15) minute paid rest period at a time designated by the Employer during her/his scheduled hours of work.
- 10.03        Employees will be available for work on the one hundred and ninety-five (195) school days, which include in-service days throughout the school year. Notwithstanding this Article, Employees employed in the classification of Central Library Support Specialists shall work on a twelve (12) month basis.
- 10.04        Employees shall not suffer a loss of salary if their workplace is temporarily closed because of an Order by an official body for reasons of health, security and/or safety including when their school is closed to students and staff due to storms.
- 10.05        Training for the classifications noted in Article 10.01 (scheduled by the Employer) shall be deemed work at the Employee's regular straight time rate of pay.

**Article 11**      **Overtime**

- 11.01            Overtime shall be on a voluntary basis.
- 11.02            All overtime must be approved in advance by the appropriate supervisor.
- 11.03            All time worked in excess of thirty-eight (38) hours per week for Educational Program Assistants or Student Support Workers, or thirty-five and one half (35.5) hours per week for Library Support Specialists, shall be considered as overtime and shall be compensated at the rate of one and one-half (1.5) times the Employee's regular rate of pay or taken as time in lieu of pay. For all overtime hours worked on Saturday, the Employee will be compensated at a rate of one and one-half (1.5) times the regular rate of pay. For all overtime hours worked on Sunday, the Employee will be compensated at a rate of two (2) times the regular rate of pay.
- 11.04            (a)    Should an Employee be requested by the Employer to work during the Employee's regularly scheduled vacation, the Employee shall be compensated at two (2) times the Employee's regular rate of pay for the hours worked during the vacation period.
- (b)    Should an Employee, other than a twelve (12) month Employee, be requested by the Employer to work in excess of one hundred ninety-five (195) days, the Employee shall be compensated at two (2) times the Employee's regular rate of pay for each hour worked.
- 11.05            Should an Employee be requested by the Employer to work during a statutory holiday, the Employee shall be compensated at two (2) times the Employees regular rate of pay for the hours worked during the holiday.
- 11.06            By mutual agreement, an Employee may take equal time off in lieu of pay at the Employee's applicable rate within twelve (12) months of the date which the overtime was earned. If there is no mutual agreement, overtime will be paid out in the first pay in December.
- 11.07            Notwithstanding Paragraph 11.03, in the event the Employer, pursuant to a motion of the elected Board or order of the Department of Education, elects to have the final day of a school year on a Saturday, Employees shall work on that day at the Employee's regular straight time rate of pay.

**Article 12      Layoff and Recall**

- 12.01            When it is necessary to invoke staff reductions, it will be accomplished whenever possible by resignations and retirements.
- 12.02            A lay-off occurs when:
- (a)            An Employee is declared redundant and is unwilling or unable to be reassigned to an equivalent position at the conclusion of Step Two of the staffing process as outlined in Article 9; or
  - (b)            there is an overall reduction in the workforce subsequent to the conclusion of the staffing process in one school year and prior to the commencement of the staffing process for the following school year; or
  - (c)            an individual's assignment is eliminated or reduced during the school year due to reassessment of the needs of the student(s) at a site. An Employee may accept a reduction during the school year, continue working in the reduced position, and be on layoff for the amount of the reduction.
- 12.03            Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available.
- 12.04            When existing sites are combined, the bargaining unit positions at the sites will be combined and the most junior Employee from the combined list in the affected classification will be laid off to bring about any necessary reduction in staff.
- 12.05            When the position of a full time (100%) Permanent Employee is eliminated because a student ceases to attend a school within the Halifax Regional School Board system for the remainder of the school year, that position will be relocated in full to another location for the remainder of that school year, unless the Employee refuses the relocation. The procedures contained in Article 12.06 will apply to this situation.
- 12.06            Where a position is relocated during the school year, the following procedures will apply:
- (a)            An Employee at the originating site may volunteer to take the position at the new location, provided she/he has the necessary qualifications and competencies for the new position.
  - (b)            If there are no volunteers, the most junior Employee at the originating site will be offered the position at the new location, provided she/he has the necessary qualifications and competencies for the new position, and the



needs at the originating site can continue to be met by the remaining complement of Employees.

- (c) If the needs of the originating site cannot be met by the remaining Employees due to a bona-fide requirement being performed by the least senior Employee at the site, the next least senior Employee at the originating site will be offered the position at the new location.
- (d) Should the Employee identified for relocation refuse the position at the new location, that Employee shall be served with a layoff notice in accordance with this Article.

12.07 All benefits for laid-off Employees will terminate upon the effective date of her/his layoff; however, Employees may elect to continue their benefits during the twenty four (24) month recall period, subject to the terms and conditions of the applicable plan upon payment to the Employer of both the Employer and the Employee's share of the benefits premium.

- 12.08
- (a) All laid off Employee's shall have the right of recall in order of bargaining unit seniority provided they have the qualifications and competencies required for the position by submitting on-line application to positions listed on the Human Resources web-site.
  - (b) All assignments which become available during the school year shall be posted on the Human Resources web-site on Wednesday and the competition shall close on the following Tuesday at 4:00 p.m. The competition period shall be extended by any holiday listed in Article 19 - Holidays.
  - (c) Employees who have accepted a reduction in hours and/or a position outside his/her former classification shall be entitled to apply, and shall be given consideration in order of seniority for, term positions equivalent to the hours and/or status he/she held prior to his/her reduction and/or change in classification.
  - (d) Article 12.08 (c) shall remain in effect for a period of twenty-four (24) months following the reduction or change in classification unless the recall period has been extended pursuant to Article 12.09.

12.09 Laid-off Employees who wish to be offered work of a duration of less than ninety (90) calendar days, must advise the Employer of her/his availability for such work. The acceptance of such work shall not in any way alter or affect the Employee's employment status at the time of layoff, and the terms and conditions applicable to that status. During such periods of work, the Employee shall remain on recall.

12.10 The acceptance of a term position by a laid off Employee shall extend the twenty four (24) month layoff period as referred to in Article 8.08 (a) (iii), Seniority, by the

length of the assignment. A permanent Employee who accepts a term assignment shall retain her/his status as a permanent Employee.

- 12.11 Grievances concerning layoffs and recalls shall be initiated at Step Three of the grievance procedure, Article 13.
- 12.12 Employees are responsible for keeping the Employer informed of their current address, telephone number, facsimile (fax) number if applicable and e-mail address if applicable.
- 12.13 No new Employees shall be hired to fill existing, permanent or new assignments until all Employees on layoff have first been given the opportunity to apply for these assignments.
- 12.14 If an Employee who has seniority rights is re-employed to a permanent assignment or term position during the recall period, all their rights and benefits as an Employee accumulated up to the date of their layoff will be reinstated.

**Article 13**    **Grievance Resolution**

13.01            Where an Employee or the Union has a dispute with the Employer regarding the interpretation, application or alleged violation of this Collective Agreement, the dispute shall constitute a grievance.

- 13.02            (a)    Suspension, dismissal, and lay off and recall grievances shall be filed at Step Three of the grievance procedure.
- (b)    An aggrieved Employee who initiates a grievance pursuant to Article 13.02(a) shall submit the grievance to her/his shop steward within fourteen (14) calendar days of the date upon which the suspension, dismissal, layoff or recall occurred.

13.03            **Employee Grievance**

(a)    **Informal Step**

- (i)    An aggrieved Employee shall submit the grievance to her/his shop steward within fourteen (14) calendar days of the date upon which she/he knew of the occurrence which could become the matter of a grievance. If the Employee's shop steward is absent, she/he may submit her/his grievance to the Union President. At each step of the grievance procedure, the grievor has the right to be present.
- (ii)    If the steward or Union President considers the grievance to be justified, she/he shall within fourteen (14) calendar days bring the incident to the attention of the immediate supervisor verbally. This meeting shall only include the supervisor, the shop steward or her/his designate, and the Employee. The immediate supervisor shall respond verbally within seven (7) calendar days of being so advised.
- (iii)    To the extent possible, matters specific to an individual employee or employees at a single site should be dealt with at the site as an informal grievance.

(b)    **Step One**

If the informal grievance does not resolve the dispute, the shop steward or Union President or her/his designate shall submit the grievance in writing to the grievor's immediate supervisor within fourteen (14) calendar days of receiving the response from the immediate supervisor in accordance with Article 13.03 (a) (ii) stating the event which gave rise to the grievance, the Articles in the agreement which the Union believes have been violated and the corrective action desired. The supervisor shall reply in writing to the Union within fourteen (14) calendar days.

(c) Step Two

- (i) If the grievance is not resolved pursuant to Article 13.03 (b), the grievance shall be submitted in writing within fourteen (14) calendar days of the response to the Unit Manager of the appropriate Unit or designate and there shall be a meeting with the Unit Manager or designate within fourteen (14) calendar days to endeavor to resolve the grievance;
- (ii) The Unit Manager of the appropriate department or designate shall reply in writing within fourteen (14) calendar days from the date of the meeting pursuant to Article 13.03 (c) (i);

(d) Step Three

- (i) If the grievance is not settled pursuant to Article 13.03 (c) (ii) within fourteen (14) calendar days, the Union shall inform the Director of Human Resource Services, in writing, that it wishes to have the grievance proceed to the next step of the grievance procedure;
- (ii) Within fourteen (14) calendar days of the written request of the Union to proceed to the next step of the grievance procedure, the Director of Human Resource Services or her/his designate shall arrange a meeting to discuss the grievance. This meeting will be limited to one hour unless extended by mutual agreement. The Director of Human Resource Services or her/his designate shall respond in writing within fourteen (14) calendar days of the meeting;
- (iii) If the grievance has not been settled to the satisfaction of the Union, within fourteen (14) calendar days following the response by the Director of Human Resource Services or her/his designate pursuant to Article 13.03 (d) (ii), the Union shall, by notice in writing to the Director of Human Resource Services, refer the matter to arbitration.

13.04 Union or Group Employees Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps One and Two of this Article may be bypassed.

13.05 Failure to Process Grievances

- (a) 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;
- (b) Any of the time limits in this Article may be extended by mutual agreement in writing between the parties.

Shop Stewards

- 13.06 The Union shall notify the Employer in writing of the name of each steward and the name of the chief steward, if applicable, before the Employer shall be required to recognize her/him.
- 13.07 The Employer agrees that shop stewards shall not be hindered or interfered with in the performance of her/his duties while investigating as provided in this Article. The Employer agrees that no Union representative shall be unreasonably denied permission to deal with grievance issues.

Investigation and Processing of Grievances

- 13.08 In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a suitable location or the Union may request that the aggrieved Employee(s) meet at the Union office when the Union deems that the Employer's facilities are not suitable to maintain confidentiality. The Employer shall also supply the necessary facilities for the grievance meetings, if available.
- 13.09 Grievances shall be made by facsimile (fax), certified mail or personally delivered to the other party.
- 13.10 Any step of the grievance procedure may be omitted by the mutual agreement in writing of both parties.
- 13.11 Requests to omit a step or extend the time limit shall be done in writing within the appropriate step or time set out in this Collective Agreement.

13.12 Arbitration

- (a) Upon receipt of notice that a party wishes to have a grievance proceed to arbitration, the parties shall endeavor to mutually agree to have a grievance submitted to a sole arbitrator;
- (b) The parties shall exchange names within fourteen (14) calendar days of the date of reply in Step Three of the Grievance Procedure; and
- (c) If the parties are unable to agree upon the choice of a sole arbitrator, either party may request the Minister of Labour for the Province of Nova Scotia to appoint an arbitrator or the parties may submit the grievance to a Board of Arbitration as outlined in Article 13.13.

13.13 Arbitration Board

- (a) The Union and the Employer shall each name a nominee to the Board of Arbitration within fourteen (14) calendar days after failure of the parties to reach mutual agreement on a sole arbitrator. Each party shall notify the other of the name of its nominee;
- (b) The Union nominee and Employer nominee shall select a chairperson of the Board of Arbitration and shall notify the Union and the Employer, in writing, of their selection; and
- (c) If the Union nominee and the Employer nominee are unable to agree upon a suitable chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a chairperson.

13.14 Upon advance notice to the Employer, all reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.15 Each party shall pay one-half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the Board of Arbitration.

13.16 The majority decision of a Board of Arbitration or the decision of a sole arbitrator shall be final and binding upon all parties, including the Employer, the Union, and the grievor.

13.17 The Arbitrator or the Arbitration Board shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Collective Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.

13.18 Either party may seek clarification of the Arbitrator or Arbitration Board's decision.

13.19 The Employer shall not interfere with a Union officer's access to any Employees who may be witnesses at any stage of the grievance or arbitration process.

**Article 14**     **Discipline, Suspension and Discharge**

- 14.01            An Employee may be disciplined, suspended or discharged, but only for just cause.
- 14.02            (a)     It is recognized the Employer has the right to discipline, suspend, or discharge. An Employee may request the right to have a shop steward or other Union representative present during an investigation which may lead to discipline or during the imposition of discipline, suspension, or discharge. The Employer shall make every reasonable effort to accommodate this request. The Employer shall inform the Employee of this right and give her/him reasonable time to arrange for the shop steward or Union representative to be present following which the meeting will occur.
- (b)     Prior to the imposition of discipline, suspension or discharge, the Employee shall be notified of the reasons and grounds for action.
- (c)     The Employer may allow an Employee to continue her/his employment throughout the grievance and arbitration period.
- (d)     An arbitrator may order a record of discipline for a specific incident removed from an Employee's file as a result of the Employer's failure to comply with the procedures of 14.02 for that specific incident.
- 14.03     The Union will be notified prior to any meeting occurring at which an Employee is disciplined, suspended or discharged.
- 14.04     In the event that an Employee is disciplined, the Employee shall be notified in writing of the reasons for the imposition of discipline and the resulting decision.
- 14.05     Where it is determined, through the grievance process, that an Employee has been unjustly disciplined, suspended or discharged, the Board shall forthwith compensate the Employee for any amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement.
- 14.06     If following a full hearing on the merits of the grievance, the grievor is fully exonerated from any wrongdoing; all records held by the Employer dealing with such discipline, suspension or discharge shall be removed from the personnel file and destroyed.
- 14.07     The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any documents from the Employee's personnel file of which the Employee is not aware prior to the hearing.

**Article 15**     **Sick Leave**

- 15.01            Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of her/his illness or injury.
- 15.02            Employees will be granted sick leave with pay in accordance with the provisions of this Article.
- 15.03            Employees will accumulate sick leave credits in accordance with the following formula:
- (a)            Permanent full-time Employees will accumulate sick leave at the rate of twenty (20) days per year to a maximum of one hundred ninety five days (195);
  - (b)            Permanent part-time Employees will accumulate sick leave on a pro-rata basis relating to the number of hours worked;
  - (c)            Term Employees will accumulate sick leave on a pro rata basis relating to the length of their term position and the number of hours worked.
- 15.04            Sick leave accumulation shall be reduced by the amount of sick leave taken.
- 15.05            Yearly notification of accumulated sick leave credits shall be forwarded to each employee at the beginning of September of each year.
- 15.06            (a)            It is agreed that sick leave credits in existence for each Employee in the bargaining unit as of the date of the signing of this Collective Agreement shall continue and shall be recognized as accumulated sick leave.
- (b)            Those Employees who, at the signing of this Collective Agreement, have in excess of one hundred ninety-five (195) days accumulated sick leave shall use their sick days in the following order;
- (i)            the current twenty (20) days;
  - (ii)           the accumulated days up to one hundred ninety-five (195);
  - (iii)           the grandfathered accumulation.
- 15.07            Any unused sick leave benefits shall be cancelled upon termination of the Employee's employment.
- 15.08            In all cases of injury or illness, an Employee shall notify their Supervisor as soon as reasonably possible.



- 15.09 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify their Supervisor when they will return to work.
- 15.10 A leave of absence due to illness shall be considered continuous service with the Employer.
- 15.11
- (a) An Employee may be required to produce a certificate from a medical practitioner of the Employee's choice for any single period of sick leave in excess of five (5) working days, certifying that she/he is unable to carry out her/his duties due to illness. When the Employer requests a certificate the Employer shall pay the full cost associated with such certificate.
  - (b) The Employer shall not request a certificate from a medical practitioner unless the Employee is off on a period of sick leave at the time of the request. The Employee shall have ten (10) working days to submit the requested certificate to the Employer. All requests for a certificate must be in writing, and requests shall not exceed one certificate for each period of sick leave.
- 15.12 Fraudulent use of sick leave may be grounds for discipline, up to and including dismissal by the Employer.
- 15.13 An Employee who has exhausted her/his sick leave credits shall be allowed an extension of her/his sick leave to a maximum of twenty (20) working days. Such advance shall be recovered from the next annual accumulation. No Employee shall be reduced as a result of having exhausted her/his sick leave credits.

**Article 16**      **Leaves of Absence**16.01      Leave for Union Office/Position

On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer, to Employees who are elected or selected for a full time position with the Union for as long as she/he remains in the position, without loss of seniority or classification. It is also agreed that any pension or medical benefits may be continued for the duration of such special leave, provided the carrier of the plan approves such an arrangement, but the Employee must bear the total costs of any such benefits. Such Employee on leave shall report to work within four (4) weeks of the termination of her/his Union position and shall have the time spent on such special leave credited to her/his seniority. An Employee must notify the Employer of his or her intention to return to work four (4) weeks in advance of the expiration of the leave.

16.02      Political Participation Leave

- (a) In this Article "candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a federal, provincial or municipal election.
- (b) Upon written request, the Employer shall allow a leave of absence without pay and benefits so the Employee may be a candidate.

16.03      Leave for Court Attendance

The Employer shall grant a leave of absence with pay to any Employee subpoenaed or summoned to appear:

- (a) on behalf of the Employer; or
- (b) as a witness in a criminal prosecution, civil proceeding or coroner's inquest; or
- (c) in any proceeding in which the Employer is a party; or
- (d) in any proceeding in which the Employee is called upon to testify in her/his role as an Employee of the Employer; or
- (e) In any proceeding in which the Employee is required to appear before any government body, including but not limited to Legislative Council, Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of a witness before it.

16.04      Personal Leave

- (a) For the purpose of this Article, immediate family shall be defined as spouse (including common law or same sex partner where the couple have lived

together for at least one year), parents, brothers, sisters, children, grandparents, grandchildren, in-laws, and step and foster parent, child or sibling of the Employee.

- (b) The Employer may, subject to Article 16.05, provide a personal leave for the following:
- (i) medical, dental or other appointments of the employee or a member of the employee's immediate family;
  - (ii) to enable an employee to care for a member of the employee's immediate family who may be seriously ill;
  - (iii) to enable an employee to attend a graduation of a member of the employee's immediate family;
  - (iv) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
  - (v) to attend at the funeral of a deceased who is not a member of the immediate family of the employee;
  - (vi) such other reason as the Board, in its discretion, may determine to be appropriate.

16.05 The Employee shall be entitled to not more than four (4) days paid personal leave each year. When working conditions permit, Employees may receive up to an additional thirty (30) days leave without pay per year.

16.06 Unpaid Personal Leave

The Board, in its sole discretion, may provide an extended leave to an Employee for up to and including twelve (12) months.

16.07 Upon return from an extended unpaid leave in accordance with this Article, the Employee shall return to a position with the Employer. Placement shall be based on the following options:

- (a) placement to the original position after a leave of absence of up to one year;
- (b) to a comparable position after a leave of absence for longer than one year;
- (c) placement to a mutually agreed upon position.

16.08 (a) An Employee granted a leave of absence of more than six (6) months shall notify the Employer in writing of the Employee's intended date of return sixty (60) days in advance of the expiration of the leave.

- (b) An Employee on a personal unpaid leave of absence for a complete school year shall notify the Employer prior to May 1 of their return to work status for the following school year.

16.09 Entitlement to pension, group insurance and medical care benefits pursuant to Article 31 - Pension Plan and Article 32 - Benefit Plan shall only continue after the first thirty (30) days of the absence without pay if the Employee pays to the Employer the full cost of such benefits, including the Employer's share for the period of absence following the first thirty (30) days of absence. The continuation of pension, medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan. Arrangements for payments shall be mutually agreeable to both parties.

16.10 Pregnancy Leave

Pregnancy leave shall be granted in the following manner:

- (a) an unpaid leave of absence of seventeen (17) weeks will be granted;
- (b) an Employee shall not later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;
- (d) the pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (f) the Employee will provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work;
- (g) the Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.

16.11 Parental Leave

- (a) An Employee who becomes a parent through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer four (4) weeks notice of the date that the Employee will

begin the leave and the date the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

- (b) Where notice as required in Article 16.11(a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave;
  - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks notice of the date upon which the leave will end.
- (d) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.

#### 16.12 Parental Leave for Adoptive Parents

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

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

#### 16.13 Pregnancy and Adoptive Leave Benefits

- (a) While an Employee is on pregnancy or adoptive leave, an Employee shall continue to accrue and accumulate seniority credits for the duration of the leave and their seniority shall be deemed to be continuous.
- (b) The Employer shall continue to pay its share of premium costs for maintaining such medical, extended health, group life and/or other Employee benefit plans in place at the time of leave during the period of pregnancy or parental adoptive leave pursuant to this Article.

**16.14**      Supplementary Employment Benefits

If an Employee on pregnancy leave or adoptive parental leave pursuant to this Article is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit for a maximum period of seventeen (17) weeks.

The Board agrees to top Employment Insurance payments according to the following schedule:

- (a)      The first two (2) weeks shall be paid at the rate of seventy-five (75) percent from the Board;
- (b)      The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three (93) percent.

**16.15**      Resumption of Work

- (a)      If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b)      When an Employee reports for work upon the expiration of the period referred to in Article 16.10 and Article 16.11 the Employees shall resume work in the same positions they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave. If the former position no longer exists the Employee shall be placed in a comparable position with not less than the same wages and benefits of the former position. An Employee returning from a leave permitted by this Article shall not displace an Employee with greater seniority.

**16.16**      Request for Leaves in Writing

All applications for leaves other than Article 16.05, pursuant to this Article must be submitted to the Human Resources Services Unit Manager in writing.

**Article 17**    **Bereavement Leave**

- 17.01            When a death occurs in the Employee's immediate family, the Employee shall be entitled to bereavement leave of five (5) working days with pay.
- 17.02            For the purpose of this Article, immediate family shall be defined as spouse (including common law or same sex partner where the couple have lived together for at least one year), parents, brothers, sisters, children, grandparents, grandchildren, in-laws, and step and foster parent, child or sibling of the Employee.
- 17.03            The Employer may grant additional bereavement leave without pay in cases where extraordinary circumstances prevail.

**Article 18**      **Leave for Jury Duty**

18.01            An Employee who serves as a juror or is called for jury duty shall be paid their regular pay, in addition to any payment received for jury duty, subject to the Employee providing proof satisfactory to the Employer of attendance for and participation in jury duty.



**Article 19**      **Holidays**

- 19.01      Permanent full-time Employees shall be entitled to days off with pay on the following holidays:
- (a)      New Year's Day
  - (b)      Good Friday
  - (c)      Easter Monday
  - (d)      Victoria Day
  - (e)      Labour Day
  - (f)      Thanksgiving
  - (g)      Remembrance Day
  - (h)      Christmas Day
  - (i)      Boxing Day.
- 19.02      Employees required to work twelve (12) months per year shall be entitled to days off with pay on Canada Day and Natal Day, in addition to the days listed in paragraph 19.01.
- 19.03      Holidays declared by the Minister of Education for the Province of Nova Scotia, or declared by the Federal, Provincial or Municipal Governments during the school year will also be considered as paid holidays for the purpose of this Collective Agreement.
- 19.04      The above holidays will be observed by Employees on the calendar day on which they fall, unless, by government proclamation, they are observed on another day. Holidays, which fall on a Saturday or Sunday will be observed on the next regular school day.

**Article 20**      **Vacation**

- 20.01      This Article applies only to those Employees required to work twelve (12) months per year.
- 20.02      “Service” for the purpose of this Article, shall accumulate from the Employee’s most recent date of hire with the Employer.
- 20.03      The vacation year shall be September 1<sup>st</sup> to August 31<sup>st</sup>. The Employee shall be notified in writing of their vacation entitlement each year in January. The Employee’s anniversary date will be the date used to calculate the Employee’s vacation entitlement.
- 20.04      Employees shall accumulate vacation entitlement as follows:
- (a)      Employees employed for more than one year but less than seven years, fifteen (15) days vacation per year;
  - (b)      Employees employed for seven years but less than fifteen years, twenty (20) vacation days per year;
  - (c)      Employees employed for more than fifteen years twenty-five (25) vacation days per year.
- 20.05      Vacations shall be taken in the year accumulated unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee’s control from taking vacation in that year. Payment in lieu of unused vacation may be provided by mutual agreement. If vacation cannot be taken in the subsequent year, the outstanding vacation days will be paid at the end of that vacation year.
- 20.06      Vacation accrued and carried over prior to the signing of this Agreement will be recognized as vacation days accumulated and awarded accordingly.
- 20.07      Vacations may be taken throughout the year subject to the operational requirements of the Employer. The Employer reserves the right, in its sole discretion, to limit the number of Employees on vacation at any time. Subject to the foregoing, vacation shall be granted at each work location in accordance with seniority.

**Article 21**      **Proper Accommodation**

- 21.01            (a)      Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.
- (b)      The Employer shall provide access to materials and/or office equipment necessary for an Employee to perform her/his duties.
- 21.02            (a)      All Employees shall, if they so request, receive appropriate immunization paid for by the Employer.
- (b)      Where the health of the student necessitates the immunization of those Employees working with that student, the Employer shall request the Employee to have the appropriate immunization.
- 21.03            All bargaining unit members shall have a right to pertinent information as to the nature of any physical and/or mental conditions of each student in their care.
- 21.04            Employees shall contribute to the student's Individual Program Planning.
- 21.05            Where an Employee, as a result of acting lawfully in performance of her/his duties as an Employee is prosecuted or sued by a party other than Her Majesty or a party to this Collective Agreement, the Employer undertakes to defend her/him, provided that the Employee shall cooperate fully with the defense provided, and further provided that if the Employee retains her/his own legal counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the Employee from having the full rights and benefits of this Collective Agreement including the right to grieve.

**Article 22**      **Personnel File**

- 22.01            (a)      There shall be one official personnel file for each Employee.
- (b)      An Employee may make an appointment with Human Resource Services to review their personnel file. Such appointment shall be during normal Board office hours. The Employee shall be entitled to make a copy of any information contained in their personnel file.
- (c)      Employees shall be permitted to have inserted in their personnel file any documentation concerning commendation and meritorious conduct.
- 22.02            Upon the Employees written request on termination of employment for any reason, the Employer shall provide a letter of confirmation of employment.
- 22.03            Each Employee shall be provided with a copy of their evaluation at the time of the evaluation. The Employee shall have an opportunity to respond in writing if she/he so wishes. A copy of the Employee's response shall be attached to the evaluation. The Employer's copy of an Employee's evaluation, and any Employee response, shall be kept in the Employee's personnel file. An Employee shall only be evaluated on matters related to her/his job performance.
- 22.04            The record of an Employee shall not be used against her/him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

**Article 23**    **Job Classification and Reclassification**

- 23.01            The Employer and the Union agree that all new classifications not presently covered by this Collective Agreement shall be negotiated by the Employer and the Union for rates of pay. Should the parties fail to reach an agreement on rates of pay, either party may seek redress in accordance with the arbitration procedures contained in this Collective Agreement.
- 23.02            Every Employee shall be notified in writing by the Employer of the name of her/his immediate designated supervisor. In the event that an Employee is transferred or recalled from layoff, the Employee shall again be notified in writing by the Employer of the name of her/his immediate designated supervisor.

**Article 24**    **Labour Management Committee**

- 24.01        A Labour Management Committee (“the Committee”) shall be established consisting of a maximum of four (4) representatives of the Union and four (4) representatives of the Employer. The mandate of the Committee is to foster good communication and effective working relationships between the parties. The Committee cannot override the normal functioning of the grievance or collective bargaining process between the parties.
- 24.02        The Committee shall concern itself with the following matters:
- (a)        Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
  - (b)        Improving and extending service to the community;
  - (c)        Promoting safety and sanitary practices;
  - (d)        Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with conditions or service);
  - (e)        Correcting conditions causing grievances and misunderstandings;
  - (f)        Staff development and training, including recommendations for particular development or training programs, for employees in accordance with Article 29.
- 24.03        The Committee shall meet at least three (3) times per year for a maximum of three (3) hours per meeting at a mutually agreed upon time and place. Its members shall receive a notice and agenda of the meeting in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee or the time required to prepare information for Committee meetings.
- 24.04        An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 24.05        Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive two signed copies of the minutes.

**Article 25**      **Medically Related Procedures**

25.01      Medically related procedures may include but are not limited to the following items. Employee's shall not be required to perform items (a) through (f) unless the procedure is specified in the respective job posting and such Employees have received practical training from a qualified professional:

- (a)      catheterization
- (b)      tube feeding
- (c)      suctioning
- (d)      ostomy care
- (e)      seizure management
- (f)      inhalation therapy (with the exception of puffers)
- (g)      distribution of medication
- (h)      physiotherapy and occupational therapy
- (i)      speech therapy

An employee may request, in writing and before receiving training, and will receive written confirmation that the person providing the training is qualified to do so.

25.02      Prior to requiring an Employee to perform any medically related procedure the Employee shall be provided with detailed instructions. Such instructions shall, as a minimum contain the following:

- (a)      A clear description of the condition(s) for which the student requires a medical related procedure;
- (b)      A clear description of any and all procedures which are to be administered to the student in any and all circumstances; and
- (c)      A detailed listing of any and all adverse effects which may occur.

Notwithstanding the above, instructions shall not require an Employee to exercise medical judgment for which they are not trained in accordance with Article 25.01.

25.03      All medication which accompanies a student to school shall be properly labeled and shall have the dosage clearly described.

**Article 26**    **Clothing and Equipment**

- 26.01        No Employee shall be required to wear a uniform, other provided clothing or equipment unless mutually agreed between the Union and the Employer.
- 26.02        The Employer will make every effort to purchase uniforms and clothing which are made in Canada and bears a recognized union label.
- 26.03        Uniforms or work clothing shall not be substituted for protective clothing, and protective clothing shall not be substituted for uniforms or work clothing.
- 26.04        When a need can be demonstrated, the Employer will provide protective cover clothing or protective equipment to Educational Program Assistants on request from the Employee. The Employer will repair or replace clothing or equipment when necessary.



**Article 27**      **Occupational Health and Safety**

27.01            The Employer ensures they will meet the minimum standards of the *Occupational Health and Safety Act*, Chapter 7, of Acts of 1996 (O.H.S.A.), its regulations, codes of practice and applicable guidelines. Provisions of this collective agreement may exceed but shall not diminish the Employees' rights set out in the 1996 Act nor the Employees' rights to request and obtain the services of any Union occupational health and safety division.

**Article 28**      **Technological and Other Changes**

28.01      In this Article, “technological change” means:

- (a)      the introduction of equipment, material or processes different in nature, type or quantity from that previously used;
- (b)      any change in work methods, organization, operations or processes affecting one or more employees;
- (c)      any change in the location at which the work, undertaking or business operates;
- (d)      any change in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

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

- (a)      The Employer agrees to notify the Union in writing as far as possible in advance of her/his intentions and to update the information provided as new developments arise and modifications are made;
- (b)      The Employers intention to introduce technological change and the effect this will have on the employees may be discussed at Labour Management meetings.

28.03      The notice mentioned in Article 28.02 (a) shall be given in writing and shall contain all pertinent information including:

- (a)      The nature of the change;
- (b)      The date on which the Employer proposes to effect the change;
- (c)      The approximate number, type and location of Employees likely to be affected by the change;
- (d)      The effects the change may be expected to have on Employees' working conditions and terms of employment.

28.04      If the Employer introduces new equipment or software, the Employees affected will be given the opportunity to be re-trained on the new equipment or software. If the Employee determines that they do not wish to be re-trained, they will be issued a layoff notice in accordance with Article 12 of this Collective Agreement.

**Article 29 Professional Development and Incentive Grants**

- 29.01 The Employer is interested in encouraging Employees to improve their educational qualifications in subjects and fields of endeavor which are related to the Employer's operations, activities and objectives and which will place the Employees in a position to improve their job performance.
- 29.02 The Employer agrees to pay incentive grants and to budget annually for this purpose.
- 29.03 When an Employee who has obtained prior approval from the Employer presents proof of the successful completion of a Professional Development Course(s) and receipt(s), the Employer shall reimburse the Employee as follows:
- (a) 100% of the tuition costs up to three hundred dollars (\$300.00);
  - (b) courses with the tuition costs in excess of three hundred dollars (\$300.00) will in addition have the first one hundred dollars (\$100.00) that is in excess of the three hundred dollars (\$300.00) paid, plus 50% of the remaining costs;
  - (c) half (1/2) credit courses with tuition costs up to one hundred and fifty dollars (\$150.00) will be reimbursed 100%;
  - (d) half (1/2) credit courses with tuition costs in excess of one hundred and fifty dollars (\$150.00) will in addition have the first one hundred dollars (\$100.00) that is in excess of the one hundred and fifty dollars (\$150.00) paid, plus 50% of the remaining costs.
- 29.04 The Board will provide an in-service day for Employees in each classification in the Collective Agreement. An in-service day will be one of the five (5) existing in-service days.
- (a) When a group in-service is provided, the Employer shall be responsible for designing the program, with input from Labour Management Committee, and the in-service shall occur during working hours.
  - (b) Employees shall be paid at the Employee's regular straight time rate of pay when attending group Employer organized in-service for all hours of actual attendance.
  - (c) The Employer may approve attendance and fund registration fees and expenses for Employees to attend external in-service.
  - (d) When the Employer is not providing in service on the provincial conference day, the Employer agrees to provide funds to enable Employees to attend the annual Provincial In-Service Conference, which would include registration fees and an allowance for expenses for all Employees

- 29.05        Upon approval by the Employer, and at the written request of the Employee, the Employer shall grant permission for an Employee to attend, without loss of pay, seniority or benefits, a seminar or conference directly related to their job.
- 29.06        The Employer may approve the payment of the annual dues or membership fees for professional or trade associations of Employees where maintaining such memberships will enhance the ability of the Employee to do their job, or where maintaining such memberships is a requirement in order to fulfill their job qualifications.
- 29.07        The Employer shall make available to the Union and Employees, notices and descriptions of development and training opportunities that are available to Employees.
- 29.08        When the Employer requests an Employee to participate in a training program, seminar or course, the Employer shall pay 100% of the cost, and the Employee shall not lose any pay or other benefits they normally would have been entitled to receive had they not participated in the training, seminar or course.

**Article 30**      **Payment of Wages & Allowance**

- 30.01      The salary scales in Schedule A of the collective agreement are effective April 1, 2003.
- 30.02      (a)      The Employer agrees to pay all Employees biweekly by direct deposit and the Employee shall be provided with a statement showing all amounts paid or deducted for the period and the reasons therefore. All Employees are to be paid every second Thursday.
- (b)      Any errors or omissions on an Employee's regular pay or overtime shall be adjusted no later than the month immediately following pay day.
- 30.03      The amount of annual union dues and all other deductions shall be included on each Employee's T-4 form in the spaces provided. If no space is provided for any deduction, a separate statement shall be provided by the Employer. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.
- 30.04      An Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time she/he performs that job.
- 30.05      When an Employee temporarily relieves in or performs the principle duties of a higher paying position within the bargaining unit, the Employee shall receive the pay for that position at the step equivalent to the step they occupy in their regular position.
- 30.06      Travel Allowances
- (a)      All Employees required to use their own vehicles for the Employer's business during working hours, overtime hours, travel for education or training seminars, exams or conferences shall be reimbursed at the rate equal to the Board policy per kilometer which may change from time to time. All travel shall be calculated from the first day to the last day of each calendar month.
- (b)      The Employer shall also pay the difference in premiums between the rate for liability insurance on the Employee's vehicle if used for personal use only and the rate required to insure such vehicle if used as well for the purpose of the Employer.
- (c)      As a condition of employment, the Employer shall not require the Employee to own an automobile.
- (d)      Employees shall be paid a travel allowance when the Employer creates a single position, or combines more than one position into a single position,

encompassing more than one site, and as a result the Employee holding the position uses their own vehicle to travel from site to site in the performance of their job. This travel shall be reimbursed at the rate equal to the Board policy per kilometer which may change from time to time. All travel shall be calculated from the first day to the last day of each calendar month.

Employees who travel from one work site to another during lunch break shall not be required to begin work at the work site they are travelling to until they have received a lunch break which will not include any time spent traveling between the work sites.

**Article 31**      **Pension Plan**

31.01            All Permanent full-time and Permanent part-time Employees shall enroll in the Halifax Regional Municipality Pension Plan. Employees shall be governed by the rules and regulations of the Halifax Regional Municipality Pension Plan.

**Article 32**      **Benefit Plan**

32.01      The Employer agrees to share the cost of the premiums for the group life insurance plan and group medical plan for all Employees who qualify for the plan(s). The Employer shall contribute eighty percent (80%) and the Employees shall contribute twenty percent (20%) to the cost of the premiums.

The Employer agrees that the Employee's contribution to the cost of premiums will not exceed the contribution based upon premium rates in effect upon the date this Collective Agreement is signed. Any changes to the plan text or carrier shall be done in consultation with the Union.

32.02      The group life insurance plan shall include provisions for voluntary life and accidental death and dismemberment insurance (A.D.&D.) benefits. Such plans shall provide minimum benefits in the amount of two and one-half (2.5) times the Employee's annual salary in the event of the Employee's death, and this plan shall also provide for a proportionate amount of A.D.&D.

32.03      The Employee agrees to pay one hundred percent (100%) of the premium for an LTD plan for all permanent Employees. The long-term disability plan shall provide coverage for not less than 67% of an Employee's annual wages or salary until age sixty-five (65) based on an Employee's ability to perform all of the required functions of her/his own occupation.

32.04      The Employer will provide information booklets to all new Employees and update all present Employees when necessary regarding the insurance and health care plans.



**Article 33**      **Compensable Accident**

- 33.01      The Employer shall continue to pay workers' compensation premiums as required by the Workers' Compensation Act.
- 33.02      Where permitted by the Workers' Compensation Act and where it will not adversely affect the compensation to be paid to an Employee, the Employer shall provide the following benefits:
- (a)      The supplementing ("topping off") of pay (excluding the first two (2) days following a compensable injury) up to a maximum of eighty-five percent (85%) of the net pay of the Employee as calculated in accordance with the Worker's Compensation Act; and
  - (b)      The continuation of the payment of the Employer's share of any benefit plans during the term of a compensable claim up to a maximum of thirty (30) months.
- 33.03      Upon request, the Employer shall continue to pay Employees, through the Employer's payroll system, all amounts approved by the Workers' Compensation Board together with any top-up. The Employee shall provide the Employer and/or the Workers' Compensation Board with authorization to have Workers' Compensation benefits made payable to the Employer.
- 33.04      If an Employee is injured on duty and applies for Worker's Compensation and is denied, the Employer will permit the Employee to use their sick leave (including) where the absence was for two (2) days or less.

**Article 34**    **Deferred Salary Leave**

- 34.01        The Employer agrees that all members of the bargaining unit shall be entitled to participate in a Deferred Salary Leave Plan. This plan shall provide Employees with the opportunity to take a leave of absence, financed through the deferral of their salary. This plan is designed as a “prescribed” plan under the Income Tax Act and Regulations.
- 34.02        An Employee must make written or on-line application to his/her Human Resource Services Unit Manager before April 30th of the school year prior to the school year the deferral is to commence, requesting participation in the plan.
- 34.03        Employees who enroll in the plan upon return from leave shall be assigned to his/her equivalent position or, if the position no longer exists, the Employee shall be governed by the appropriate terms of this Collective Agreement.
- 34.04        The payment of salary and benefits and the timing of the period of leave shall be as follows:
- (a)        During the deferral period of the Plan, preceding the period of leave, the Employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the Employee by the Employer to finance the period of leave.
  - (b)        The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan, and Employment Insurance at that time.
  - (c)        The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit, and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the Employee’s account on the first day of the following calendar month.
  - (d)        A yearly statement of the amount standing in the Employee’s credit will be sent to the Employee by the Employer.
  - (e)        The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be thirty-three and one-third percent (33 1/3%) of salary in any one taxation year. The maximum length of any contract under the Plan will be seven (7) years.

- (f) The Employee may arrange for any length of deferral period in accordance with the provisions set out above.
- (g) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the Employee and Employer.

34.05 While an Employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had she/he not enrolled in the plan.

34.06 The Employee's benefits will be maintained during her/his leave of absence; however, the premium costs of all benefits shall be paid by the Employee during the leave of absence. To facilitate payment for benefits, the Employee shall provide at least one month prior to the commencement of their leave pre-authorized withdrawal documentation allowing for payment, in an amount sufficient to cover the premium costs of all benefits during the leave of absence.

34.07 While on leave, any benefits tied to salary shall be structured according to the salary the Employee would have received in the year prior to taking leave had she/he not been enrolled in the plan.

34.08 Sick leave shall not accumulate and cannot be used during the period of leave.

34.09 The period of leave shall be considered as a period of pensionable service if the pension plan allows, and accrual of seniority.

34.10 In the years prior to going on leave, while enrolled in the Deferred Salary Leave Plan, Employees shall have deductions for income tax and other withholdings made from the reduced gross salary as permitted by legislation.

34.11 During the year of deferred leave, the Employee shall pay the full cost of insurance and health benefits available under the plans and the Employer shall pay one half of the pension contributions as permitted by the Pension Plan.

34.12 Employees shall be eligible under the Deferred Salary Leave Plan to request leaves of either three (3), six (6), nine (9) or twelve (12) month periods.

34.13 Withdraw from Plan

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

**Article 35**    **Resolutions and Reports of the Employer**

35.01            The Union may obtain from the Board Secretary copies of minutes and all supporting documents, except for confidential or in-camera documents, of all Halifax Regional School Board meetings.

**Article 36**      **Liability Insurance**

- 36.01      The Employer shall obtain a personal liability policy to cover all Employees of the bargaining unit.
- 36.02      The policy shall provide protection for each Employee acting in the course of his/her duties against personal liability arising out of an injury to any person for which the Employee may be held legally responsible.
- 36.03      The policy shall provide protection for each Employee in the amount of three million dollars (\$3,000,000.00).
- 36.04      The cost of the policy shall be paid for by the Employer.
- 36.05      The policy shall be the first payer in relation to any policy carried by or on behalf of the Employee except where there is involvement of an Employee's automobile.

**Article 37**    **Effect of Legislation**

- 37.01        If any Article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of this term.
- 37.02        The Employer shall notify the Union of any conflicts which come to the attention of the Employer between this Agreement and such laws, regulations, or rulings.
- 37.03        Any portion of this Agreement that is so altered or invalidated shall, on the request of either party, be negotiated by the Employer and the Union and shall be replaced or altered as may be mutually agreed between the parties.

**Article 38**    **Entire Agreement**

38.01        This Agreement, including any changes mutually agreed upon in writing or any document expressly incorporated into this Agreement by virtue of being specifically identified below, represents the entire Agreement between the parties:

- (a)        appendices affixed to this Agreement;
- (b)        Memorandum of Agreement.



**Article 39**      **Duration**

- 39.01            The term of this Agreement shall be from August 1, 2003 to July 31, 2006 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) months period preceding the date of its termination.
- 39.02            This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.

**Article 40**    **Employment Equity**

40.01        The Employer and Union recognize the diverse communities served by the Halifax Regional School Board. The workforce in its composition should reflect the diversity of these communities. Such diversity should be encouraged at all stages of employment. To that end the parties agree as follows:

- (a)        Both parties agree to develop and implement a comprehensive employment equity program designed to eliminate systemic discrimination. The program shall conform with the requirements of the *Nova Scotia Human Rights Act*.
  
- (b)        Any training strategies and professional development for Employees dealing with issues associated with diversity, equity and human rights will be jointly developed and implemented by the Employer and the Union. Joint leadership of harassment sensitivity training is strongly encouraged.

**Article 41**    **No Strike/No Lock-Out**

41.01            The Union agrees that it shall not declare or authorize a strike during the term of this Collective Agreement. The Employer agrees that it shall not declare or cause a lock-out during the term of this Collective Agreement. The terms strike and lock-out are as defined in the *Trade Union Act*.

**Article 42 Benefit and Binding**


42.01 This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

In witness whereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above mentioned.

In witness whereof the parties hereto have executed this agreement this 1st day of June, 2004 at Dartmouth in the Halifax Regional Municipality, Nova Scotia.

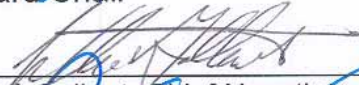
Signed on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3:**

Signed on behalf of the **Halifax Regional School Board:**

  
\_\_\_\_\_  
Gary Welsh  
President, Local 108


  
\_\_\_\_\_  
Carolyn McFarlane  
Board Chair

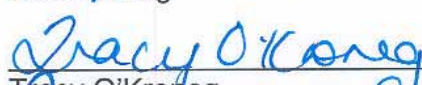
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Rene Gallant, Chief Negotiator

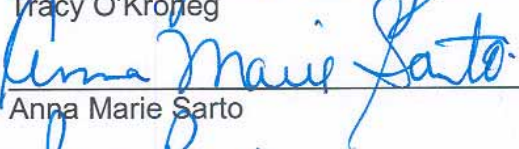
  
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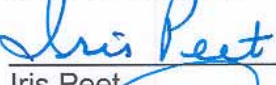
  
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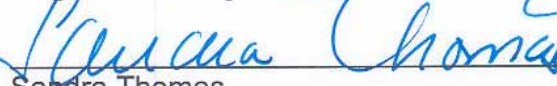
  
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Leigh-Davis King

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Sandra Thomas

**LETTER OF UNDERSTANDING**

between the

**HALIFAX REGIONAL SCHOOL BOARD  
(hereinafter referred to as the "Employer")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3  
(hereinafter referred to as the "Union")**

**Employee Assistance Plan**

The Employer and the Union recognize that all workers experience difficulties in life as a result of conditions at work as well as in their personal living habits and relationships; the parties also recognize that in some of these situations it is beyond the worker's normal ability to solve these difficulties without the assistance of people at work and/or professionals in the community. The parties accept that everyone in the workplace has some responsibility to ensure that the human resources of the union and the resources of the employer are used constructively and collaboratively to help these co-workers in distress. It is in both parties interest to establish an Employee assistance program. Such program shall be an equal collaboration between the parties.

The parties agree to establish a joint working committee of three (3) Union representatives and three (3) Employer representatives to develop a joint program to address this matter. The existing Manager, Employee Relations shall coordinate the establishment of this joint committee.

The committee shall commence meetings within thirty (30) days of the signing of this collective agreement and shall report on its recommendation no later than three (3) months after the initial meeting. The committee shall establish and agree on its mandate and method of functioning.

AGREED TO on behalf of the **Halifax Regional School Board**

*Carole Olson*  
Signature

*June 1/04*  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3**

*Angela White*  
Signature

*June 1 2004*  
Date

**LETTER OF UNDERSTANDING**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

and the

**HALIFAX REGIONAL SCHOOL BOARD**

**Full Time Position Guarantee**

The Employer will maintain a minimum of two hundred seventy-five (275) permanent full-time (100%) Educational Program Assistant positions for the life of this Collective Agreement.

The Employer will maintain a minimum of thirty-five (35) permanent full-time (100%) Library Support Specialist positions for the life of this Collective Agreement.

The Employer will maintain a minimum of two (2) permanent full-time (100%) Student Support Worker positions for the life of this Collective Agreement.

AGREED TO on behalf of the **Halifax Regional School Board**

*Carol Olson*  
Signature

*June 1 / 04*  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3**

*Gary Bell*  
Signature

*June 1 2004*  
Date

**LETTER OF UNDERSTANDING**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

and the

**HALIFAX REGIONAL SCHOOL BOARD**

**Restoring Library Positions**

The parties agree that, during the life of this Collective Agreement, if a Permanent, Full-Time Library Support Specialist position is restored at a site previously reduced, the Employee who held that position prior to the reduction shall be offered the opportunity to return to the restored position. This applies only to the people and locations listed below. Displaced Employees will be laid off.

AGREED TO on behalf of the **Halifax Regional School Board**

 _____ Signature	 _____ Date
AGREED TO on behalf of the <b>Canadian Union of Public Employees, Local 108, Unit #3</b>	
 _____ Signature	 _____ Date

- Burton Ettinger School
- Cavalier Drive School
- Cornwallis Junior High School
- Elizabeth Sutherland School
- Ellenvale Junior High School
- Highland Park Junior High School
- Michael Wallace School
- Rockingham Elementary School
- Shannon Park School
- Sir Charles Tupper Elementary School
- St. Catherine's Elementary School
- St. Stephen's Elementary School
- Westmount Elementary School

- Susan Richard
- Wanda Cook
- Lois Hartnett
- Mamie Wilks
- Charlene Greenfield
- Margaret Manuel
- Jean Whebby
- Joselyn Yelland
- Debbie MacDonald
- Donna MacDonald
- Jeanne MacNeil
- Anne MacDonald
- Lynn Reid

**LETTER OF UNDERSTANDING**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

and the

**HALIFAX REGIONAL SCHOOL BOARD**

**Library Support Specialist Committee**

The parties agree to establish a joint working committee of three (3) Union representatives and three (3) Employer representatives to develop guidelines and recommendations about the use of volunteers in school libraries and scheduling of library positions. The Coordinator of Staffing and Labour Relations will coordinate the establishment of this committee.

The committee shall report no later than September 1, 2004. The committee shall present its report and recommendations to the Superintendent of Schools. The committee shall receive a written response to its report and recommendations no later than December 1, 2004.

AGREED TO on behalf of the **Halifax Regional School Board**



Signature



Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3**



Signature



Date



## **LETTER OF UNDERSTANDING**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

and the

**HALIFAX REGIONAL SCHOOL BOARD**

### **Staffing Process 2004 -2005**

The parties agree that the staffing process for the 2004-05 school year will be as follows:

#### **Step One - Bumping – Full-time Employees**

Any permanent Employee who on June 1, 2001 held a 100% permanent position and who was subsequently reduced in 2001, 2002 or 2003 through the normal staffing process in place; and

Any 100% permanent Employees in a permanent position who are declared redundant in 2004 following the yearly assessment in accordance with Article 9:

Shall be provided with an opportunity to displace a more junior 100% permanent Employee from the same classification from a list of positions of the most junior 100% permanent Employees in permanent positions that is equal in number to the number of eligible permanent Employees in the same classification.

These eligible Employees shall be given an opportunity to apply, indicating their order of preference, for any identified assignment(s). The list of most junior positions and job posting information for each position will also be available for pick up from Human Resource Services, and will be provided to the Union. Assignments will remain on the Human Resources web-site for seven (7) calendar days excluding statutory holidays.

If an eligible Employee makes no displacement choice, or if their choices are or become unavailable due to displacement by more senior employees, or if their choices are unavailable due to qualifications or job requirements, the Employee will either remain redundant or maintain their existing position as applicable. A displaced junior Employee will become redundant and may participate in the staffing process.

Employees who apply for and are awarded a position, must accept the assignment.

Step Two – Job Posting

Permanent assignments which become available as a result of an Employee obtaining an assignment in accordance with Step One, and any new positions created since that time as a result of reinstatement or increase in funding, new student enrollments, resignations, retirement, termination or death shall be filled by the Employer as permanent positions. Assignments will remain on the Human Resources web-site for seven (7) calendar days excluding statutory holidays.

The Employer will first offer these remaining assignments to laid off and redundant Employees in order of seniority provided the Employee has the qualifications required for the assignment and competencies as set out in the job description. Any Employees who remain on the redundant list at the conclusion of Step Two shall be issued a layoff notice. This replaces 12.02(a) for this year only.

The Employer will communicate procedures including timelines to Employees and the Union.

The list of eligible Employees and the list of eligible positions shall be provided to the union in advance. Any requests for changes shall be provided to the Employer in writing within five days of receipt.

Employees who apply for and are awarded a position, must accept the assignment.

Only complete applications will be considered. Complete applications will have all required fields completed including preference rankings. Failure to do so will result in the application being rejected.

The following articles will still apply:  
9.01, 9.02, 9.03, 9.04, 9.05, 9.14, 9.15, 9.16, 9.17, 9.18 and 9.19.

AGREED TO on behalf of the **Halifax Regional School Board**

Carol Olson  
Signature

June 1/04  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3**

[Signature]  
Signature

June 1 2004  
Date

**LETTER OF UNDERSTANDING**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 108, UNIT #3**

and the

**HALIFAX REGIONAL SCHOOL BOARD**

**Paid Leave on Assessment and Evaluation Day**

The parties agree all Employees will have one day off with pay on either of the Board's two Assessment and Evaluation Days.

Prior to December 15<sup>th</sup> each year, all Employees will advise their supervisor of their selection.

AGREED TO on behalf of the **Halifax Regional School Board**

Carole Olson  
Signature

June 1/04  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 108, Unit #3**

[Signature]  
Signature

June 1 2004  
Date

**Schedule "A"****SALARIES****Library Support Specialists - Board Based**

<b>Step</b>	<b>Present Salary</b>	<b>April 1, 2004</b>	<b>April 1, 2005</b>	<b>April 1, 2006</b>
1	\$31,066.76	\$31,933.73	\$32,572.41	\$33,223.85
2	\$32,608.16	\$33,518.16	\$34,188.52	\$34,872.29
3	\$34,177.59	\$35,131.38	\$35,834.01	\$36,550.69
4	\$35,696.55	\$36,692.74	\$37,426.59	\$38,175.12
5	\$37,246.91	\$38,286.34	\$39,052.07	\$39,833.11
6	\$37,991.85	\$39,052.10	\$39,833.14	\$40,629.80

**Student Support Workers**

<b>Step</b>	<b>Present Salary</b>	<b>April 1, 2004</b>	<b>April 1, 2005</b>	<b>April 1, 2006</b>
1	\$28,419.28	\$28,987.67	\$29,567.42	\$30,158.77
2	\$28,548.12	\$29,119.08	\$29,701.46	\$30,295.49
3	\$29,122.19	\$29,704.63	\$30,298.73	\$30,904.70
4	\$29,714.25	\$30,308.54	\$30,914.71	\$31,533.00
5	\$30,446.53	\$31,055.46	\$31,676.57	\$32,310.10
6	\$31,055.46	\$31,676.57	\$32,310.10	\$32,956.30

**Library Support Specialists - School Based  
Educational Program Assistants**

<b>Step</b>	<b>Present Salary</b>	<b>April 1, 2004</b>	<b>April 1, 2005</b>	<b>April 1, 2006</b>
1	\$24,665.73	\$25,159.04	\$25,662.23	\$26,175.47
2	\$25,217.32	\$25,721.67	\$26,236.10	\$26,760.82
3	\$26,640.44	\$27,173.25	\$27,716.71	\$28,271.05
4	\$27,173.25	\$27,716.72	\$28,271.05	\$28,836.47
5	\$27,716.72	\$28,271.05	\$28,836.48	\$29,413.20