

**AGREEMENT BETWEEN  
THE ESKASONI SCHOOL BOARD**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
(Local 80510)**



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

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**ARTICLE 1**  
**PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT**

- 1.01 (a) The purpose and intent of the parties to this Agreement is to provide for the equitable settlement of matters that fall within the scope of the collective agreement and to provide the highest standards of education to the students of Eskasoni Band Council.
- (b) It is the intent and purpose of the parties to this agreement to maintain harmonious labour relations among the Eskasoni School Board, the Union, and Eskasoni Band Council.
- 1.02 The provisions of this Agreement apply to the Public Service Alliance of Canada, the employees of the Eskasoni School Board, the Eskasoni School Board, and Eskasoni Band Council.
- 1.03 For greater certainty, nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for aboriginal or treaty rights of the Eskasoni Band members by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*, in the Covenant Chain of Treaties.
- 1.04 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that it is the exclusive right of the Employer to manage its affairs and to direct the workforce and, unless this Agreement provides otherwise and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, determine qualifications, assign work, determine hours of work, promote, demote, transfer, lay-off, discipline, suspend, or discharge for just cause any Employee covered by this Agreement;
  - (c) Make and alter, from time to time, rules and regulations to be observed by Employees. These rules and regulations shall not be inconsistent with the provisions of this Agreement.

- (d) Determine the nature, quality and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirements to be used in providing these services.

### **ARTICLE 3 DEFINITIONS AND INTERPRETATIONS**

3.01 For the purpose of this Agreement:

"Band" means the Eskasoni Band Council;

"bargaining unit" means the employees of the Employer in the Group described in Article 4;

"Bi-weekly rate of pay" means an employee's annual rate of pay divided by 26;

"Board" means the Eskasoni School Board;

"compensatory leave" means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, or day of rest. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay;

"continuous service" means an uninterrupted employment with Eskasoni School Board;

"day of rest" means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position;

"Employer" means Eskasoni Band Council and the Eskasoni School Board and includes any person authorized to exercise the authority of the Eskasoni Band Council or the Eskasoni School Board;

"employee" means a member of the bargaining unit and includes:

- (i) a "full-time" permanent employee means a person hired for an indeterminate period and who works a regular 6 hours per day;
- (ii) a "part-time" employee means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the scheduled work day or week;

- (iii) a "term employee" means a person who is employed for a definite term not to exceed twenty-four (24) consecutive months, due to the absence of a full-time or part-time Employee;

"lay-off" means when an employee has been identified as excess to the requirements of the Eskasoni School Board based upon projected enrolment and anticipated staffing requirements. The interruption of active employment during school break does not constitute a lay-off;

"leave" means authorized absence from duty by an employee during his or her regular or normal hours of work and when employees are not required to work due to scheduled school break periods;

"may" is permissive; "shall" and "will" are imperative;

"membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee;

"notice" means notice in writing which is hand delivered, or delivered by registered mail;

"overtime" means:

- (a) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
- (b) in the case of a part-time employee, all authorized hours worked outside of the employee's regularly scheduled hours of work;

"Position" means the job classification into which the employee is hired;

"Probation" means the period during which the Employer assesses the suitability of the employee for indefinite hire;

"representative" means an employee who has been elected or appointed as a union executive member, or union steward or who represents the Union at meetings with management and who is authorized to represent the Union, or a representative of the Union from outside the workplace;

"School day" means an instructional day in the School Calendar Year;

"spouse" will be interpreted to include "same sex" or "common-law spouse";

"Teacher" means any employee hired as a teacher with designated classroom teaching duties, but does not include supply teachers;

"Teacher Aides" means employees who assist the teachers or offer one on one assistance to designated pupils as determined by the Employer;

"time and one-half" means one and one-half (1 ½) times the employee's hourly rate of pay;

"Union" means the Public Service Union of Canada and Local 80510 of the PSAC.

#### **ARTICLE 4 RECOGNITION AND BARGAINING UNIT WORK**

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer described in the Certificate issued by the Canadian Industrial Relations Board # 9579-U dated November 28, 2008 and as amended.
- 4.02 The Employer shall not contract out work performed by bargaining unit employees except in emergencies where employees are not available.
- 4.03 The Employer shall be permitted to hire consultants to perform work outside of the bargaining unit.

#### **ARTICLE 5 UNION REPRESENTATIVES**

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 5.04 The Employer shall notify the Union of new employees when they are hired.
- 5.05 When the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

**ARTICLE 6  
USE OF EMPLOYER FACILITIES**

- 6.01 The Employer shall provide physical and/or electronic bulletin boards inside the Teacher's Lounge facilities, for the exclusive use of the Union. The use of such bulletin boards or use of the employer's e-mail system during non-teaching hours shall be restricted to the legitimate business affairs of the Union. The Union shall not post anything that is disrespectful or disparaging to the Employer.
- 6.02 A duly accredited representative of the Union shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings agreed to by the Employer and the Union on any employee related matter.
- 6.03 The Employer will provide a meeting room after business hours when requested for the Local so that it may carry out Union business. Such requests shall be made to the Director of the School Board.
- 6.04 Union members shall have the right to wear recognized insignia of the Union during non-teaching hours.

**ARTICLE 7  
EMPLOYEE ORIENTATION**

- 7.01 The Employer shall grant leave with pay to a new employee and a Union representative, selected by the Local, to meet, after non-teaching hours, for thirty (30) minutes at the commencement of the employee's employment for the purpose of orienting the new employee to the fact that a collective bargaining relationship exists between the Union and the Employer.
- 7.02 The Employer may offer training (awareness/sensitivity) of the Eskasoni L'nu and community culture during a new employee's orientation.

**ARTICLE 8  
CHECK-OFF**

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly Union membership dues as determined by the Union from regular pay of all employees in the bargaining unit. Where an employee

does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.

- 8.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 8.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.04 The amounts deducted in accordance with Article 8.01 shall be remitted to the Comptroller of the Union by cheque no later than the 25<sup>th</sup> day of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 8.05 No employee organization, other than the Union, shall be permitted to have membership dues and other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 8.07 The Employer shall provide to the Union, each April, a complete list of all persons employed by the Employer. This list shall indicate who is included and who is excluded from Check-off.

## **ARTICLE 9 INFORMATION**

- 9.01 The Employer shall provide the Union, within thirty (30) days of an employee(s) commencing employment with the Eskasoni School Board, the names(s), classification and work location of such newly appointed employee(s).
- 9.02 The Union agrees to supply each employee with a copy of the collective agreement if requested. The Employer agrees to post



the Collective Agreement on its website and will direct new employees to it during orientation.

- 9.03 The Employer shall provide all employees with a statement and calculation of their leave credits by September 30<sup>th</sup> and updates will be provided verbally upon request.

## **ARTICLE I 0 STRIKES AND LOCKOUTS**

- 10.01 There shall be no strikes or no lockouts as defined in the Canada Labour Code, as amended, and accompanying regulations during the life of this Agreement.

## **ARTICLE III NO DISCRIMINATION OR HARASSMENT**

- 11.01 The Employer and the Union will promote a work environment that is free from harassment and discrimination where all employees are treated equally with respect and dignity. The parties subscribe to the principles of the *Canadian Human Rights Act*. There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, marital status and criminal record for which a pardon has been granted, or membership or activity in the Union.

- 11.02 It is a discriminatory practice, directly or indirectly:

- (a) to refuse to continue to employ any individual, or
- (b) in the course of employment, to differentiate adversely in relation to an employee, on prohibited grounds of discrimination.

- 11.03 Personal harassment is prohibited.

- (a) Personal harassment means improper and offensive behaviour that demeans, belittles, or causes personal humiliation or serious embarrassment to an employee. Such harassment also includes clear and compelling evidence of abuse of authority, which means an individual's improper and egregious use of the power and authority inherent in that

person's position to endanger an employee's job security, seriously undermine an employee's job performance, threaten the economic livelihood of an employee, or unduly and improperly interfere with such employee's career. Misuse of such power and authority is manifested by behaviour such as intimidation, threats, blackmail or coercion.

- (b) A violent act is any act in which a person threatens or commits an act of physical violence.
- (c) Directions given by supervisors to their subordinates in the normal or usual course of workplace interactions, which do not contain the behaviour described in a), or b) above, shall not constitute harassment or violence.

11.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the Mediator will be by mutual agreement.

11.05 The hiring preference in Article 26.02 will be considered a special measure designed to address the unique and adverse economic impacts experienced by members of the Eskasoni School Board.

11.06 For the purpose of this Article, the work environment includes the employee's work location as well as any other premises at which the employee is required to work, such as work-related conferences, seminars, school outings and school social events.

11.07 The Union recognizes the right of the Employer to hire and promote *status Indians*, as defined under the *Indian Act*, who are Eskasoni residents and this practice shall not be considered discrimination under Article 11 of the collective agreement.

## **ARTICLE 12 JOB DESCRIPTIONS**

12.01 When an employee is hired or re-assigned to another position in the Bargaining Unit, the Employer shall provide the employee with a current and accurate written statement of the duties of the position to which they are assigned.

**ARTICLE 13  
DESIGNATED PAID HOLIDAYS**

13.01 Subject to Article 13.02 the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) National Aboriginal Day
- (f) Canada Day
- (g) Civic Holiday
- (h) Labour Day
- (i) Treaty Day, October 1<sup>st</sup>
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) Any additional day when proclaimed by an Act of Parliament as a National Holiday.

13.02 For an employee whose work week is from Monday to Friday and when any of the above noted holidays fall on a weekend and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

13.03 When an employee is required by the Employer to report for work and reports on a designated holiday, the employee shall be compensated in accordance with the provisions of Article 29.

**ARTICLE 14  
LEAVE**

14.01 The scheduling and taking of leave for employees who work less than twelve (12) months per year shall be based on the school year.

14.02 Christmas, Spring Break and Summer Leave

All employees will be entitled to time off with pay during Christmas, Spring Break and Summer as per the Nova Scotia official School Calendar,

- (a) All employees shall be granted leave with pay for regular working days falling in the period during which the school in Eskasoni is closed over these breaks.
- (b) If any employee is recalled to work during the period of these breaks, they will be entitled to the applicable overtime.

14.03 Designated holidays occurring during leave times shall be paid inclusive of leave time only and employees shall not be eligible for any further time off or pay other than the paid day in which the designated holiday falls.

**ARTICLE 15  
LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

15.01 The Employer will grant leave to an employee called as a subpoenaed witness by an Arbitration Board or the Canadian Industrial Relations Board in any matter between the Employer and the Union before that Board. Whoever subpoenas the employee shall be responsible for the employee's lost pay.

15.02 The Employer will grant leave with pay to employees who are meeting with management on behalf of the Union during non-teaching hours with the exception of meetings during Negotiations where the Employer will grant leave without pay to employees who are members of a negotiating team.

15.03 The Employer will grant leave without pay to an employee who is:

- (a) party to an arbitration, conciliation or a hearing before the CIRB, or in an alternative dispute resolution process;
- (b) the representative of an employee who is party to an arbitration.

15.04 The Employer will grant leave without pay to employees during regular working hours for the purposes of attending contract negotiations meetings on behalf of the Union.

15.05 Subject to operational requirements and with two (2) weeks' notice, the Employer may grant leave without pay to employees selected as delegates to attend Union Executive Council meetings, conferences and conventions of the Union and the conventions of the Canadian Labour Congress and conventions of Provincial

Federation of Labour. Such leave shall not be unreasonably withheld.

- 15.06 Subject to operational requirements and with two (2) weeks' notice, the Employer may grant leave without pay to employees to undertake training related to the duties of a representative or Local executive member. Such leave shall not be unreasonably withheld.
- 15.07 An employee who has been elected or appointed to a full-time office of the Union, the Local or the Council shall be entitled to leave without pay for a maximum of two (2) years during which they are elected or appointed to hold office. Such an employee has the right to return to their former position and classification if available, or equivalent.
- 15.08 When leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary and benefit costs, including the travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. It is understood that employees granted leaves of absence pursuant to the Article shall receive their current rate of pay while on leave of absence with pay. The Employer agrees that any of the above noted leaves of absence shall not be unreasonably withheld.

## **ARTICLE 16 OTHER LEAVE WITH OR WITHOUT PAY**

### 16.01 Marriage Leave

A permanent employee getting married who provides the Employer with a marriage registration, and who completes the probationary period shall be granted five (5) days marriage leave with pay.

### 16.02 Leave for Cultural, Traditional and Religious Observances

Subject to operational requirements,

- (a) The Employer may grant leave without pay to an employee to a maximum of three (3) working days during the fiscal year to accommodate the following requests:
  - (i) spiritual or cultural observances or funerals,
  - (ii) pow wows, sweats, or sundance,
  - (iii) traditional First Nations ceremonies,

- (iv) religious obligations,
- (v) cultural obligations.

- (b) The parties agree to make every reasonable effort to accommodate the employee. The employee shall provide the Employer with as much advance notice as is possible when requesting such leave. Such leave shall not be unreasonably withheld. Such leave cannot be accumulated and must be used in the same fiscal year.

#### 16.03 Court Leave

The Employer shall grant leave with pay to an employee for the period of time required to:

- (a) be available for jury selection, or to serve on a jury.
- (b) by subpoena or summons to attend as a witness in any proceeding held;
  - ( ) in or under the authority of a court of justice or before a grand jury; before a court, judge, justice, magistrate, or coroner; before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons of Canada;
  - (i) before a Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized to compel the attendance of witnesses before it.

#### 16.04 Bereavement Leave with Pay

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law or same-sex), child, stepchild, foster child or ward of the employee, grandparent, grandchild, father-in law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian, and any relative or minor child permanently residing in the employee's household or with whom the employee permanently resides or a person for whom the employee is the legal guardian or has power of attorney.

- (a) Where a member of an employee's immediate family dies, the employee shall be entitled to leave with pay

for a period of five (5) working days with an additional three (3) days in cases where the employee must travel outside the Province of Nova Scotia to attend the funeral.

- (b) If, during a period of paid PTO leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this Article, the employee shall be granted bereavement leave with pay and the employee's approved PTO leave with pay shall be taken at another time.

#### 16.05 Maternity and Parental Leave

An employee shall be entitled to maternity and/or parental leave in accordance with the qualifying terms and conditions of the *Canada Labour-Code*.

An employee who wishes to maintain their group health and disability benefits will be required to pay their portion of the premium costs by postdated cheques and make the requisite payments to the plan in order for the Employer to maintain its portion of the costs. Benefits plan contributions will be discontinued in the event that the employee does not make their payments.

Employees granted leave under the maternity/parental Articles, shall be reinstated to their former position. Where for any valid reason an Employer cannot reinstate an employee to their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

#### 16.06 Leave Without Pay For The Care/Nurturing Of Pre-School Age Children

Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

An employee shall be granted leave without pay (including children ,of common-law spouse) for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)**

weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.

- (b) Leave granted under this Article shall be for a minimum period of six (6) weeks and for a maximum of two (2) years.
- (c) An employee who has proceeded on leave without pay may change their return to work date if such change does not result in additional costs to the Employer.
- (d) Pursuant to Article 16.06 (c), the parties will meet to confirm a mutually agreeable return to work date.
- (e) An employee who returns to work with the Employer after a period of leave granted under this Article shall be returned to their former position, if available, or to a position comparable to the position and classification level prior to the leave period.

16.07 Political Leave

- (a) An employee who has been elected or appointed to a full-time office of the Band, or any other political office within Eskasoni shall take leave without pay for the period during which they are elected or appointed to hold office. An employee elected to a political office outside of Eskasoni may take leave without pay for the first term of their elected office.
- (b) An employee who returns to work with the Employer after a period of leave granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to their former position and classification if available, or equivalent.
- (c) Political leave shall be granted in accordance with the Eskasoni Election law, as amended from time to time.

16.08 Compassionate Care Leave

Employees shall be entitled to unpaid Compassionate Care leave of up to eight (8) weeks in accordance with the qualifying terms and



conditions of the *Canada Labour Code, Section 206.3* as amended from time to time. The Employee shall be provided with a Record of Employment for this purpose. The Employee shall be reinstated to the same position in the same school which was held prior to the leave if they return within the same school year.

16.09

#### Educational Leave

- (a) Requests for education leave of five (5) days or less shall be approved by the Director of Education upon recommendation of the employee's immediate supervisor.
- (b) Requests for education leave in excess of five (5) days shall be made in writing by the employee's supervisor to the Director of Education.
- (c) The employee must be enrolled in a full-time credit course at a college or university.
- (d) Eligible employees shall be granted a one-year paid leave of absence after working four years at a reduced salary of 80% of the employee's gross salary. This money will then be invested and deferred to year five of the plan, along with accumulated interest. An eligible employee must submit a written application to the Director (endorsed by the Principal) on or before May 15<sup>th</sup> of the calendar year that the employee wishes to commence the above stated leave of absence. Such requests of employees will be given a written decision before May 30<sup>th</sup>.
- (e) A teacher granted educational leave shall, on returning to their school be entitled to the same position the employee occupied prior to being granted the educational leave. If this position no longer exists, the teacher shall be entitled to an equivalent position.

This Article is not intended to provide greater privileges or benefits than those which would have been employed had the teacher not been granted the educational leave.

**ARTICLE 17**  
**SICK LEAVE/PERSONAL TIME OFF (PTO) LEAVE**

17.01 PTO (Personal Time Off) Leave

PTO leave can be used for any purpose and there are no restrictions. The only requirement is that the leave must be approved by the employee's supervisor before it can be taken. Reason for taking such leave is not required.

One-half (1/2) day or three (3) hours per month will be transferred from sick leave to Personal Time Off (PTO) leave. An employee must have at least twenty (20) days sick leave in their leave bank before any credit shall be transferred to PTO leave. Any month in which the employee has insufficient sick leave credits will result in no transfer of leave to the PTO leave bank of the employee.

PTO Leave and Sick Leave shall be carried over to the next year up to a maximum of ninety-five (95) days.

Any amount above the ninety-five (95) days shall be paid out to the employee at the rate of seventy-five (75%) of the value of the leave based on the employee's current salary. Such payment will be made no later than October 30<sup>th</sup> of the school year. When such leave is cashed out, the employee may decide to take such payment from either sick or PTO leave.

An employee must have a credit of PTO leave in order to request such leave.

17.02 An employee shall earn sick leave credits at the rate of one and one half (1 ½) days for each calendar month for all permanent and full-time term employees. Employees who are paid on a school term basis (10 months) shall earn sick leave credits at the rate of one and one half (1 ½) days only for the months that they work. Employees who work less than the regular work week will earn this leave on a prorated basis.

17.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer; and

(b) the employee has the necessary sick leave credits.

17.04 Unless otherwise required by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements.

17.05 PTO and Sick leave credits unused by an employee shall be restored to an employee whose employment was terminated by reason of layoff within the two (2) year period from the date of layoff.

## **ARTICLE 18 JOB SECURITY**

18.01 There shall be no contracting out of bargaining unit work.

## **ARTICLE 19 LAY OFF, RECALL, AND SEVERANCE PAY**

19.01 In the event of a lay off, an employee with the least seniority in their classification will be laid-off first.

19.02 (a) Employees subject to lay off will be notified in writing at least thirty (30) days in advance of their lay off date. The Union will be notified at least ten (10) days prior to the employees who are subject to lay off.

(b) During this notice period those employees will be granted leave without pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave without pay for related travel.

19.03 Employees subject to lay off for an indefinite period shall have the option of:

(a) accepting lay off, retaining the right of recall for up to (2) two years; or

(b) accepting termination from the Employer;

(c) in the event of a temporary lay off, an employee shall continue to be covered by the Group Benefit Plan as

- 19.04 Any employee(s) displaced from their position as a result of 19.03 (a) above will have the option of exercising their rights outlined in 19.06 or of displacing an employee with less seniority within the bargaining unit provided the employee can demonstrate that they have the ability to perform the normal requirement of the job. The employee shall notify the Employer in writing of his or her intent to displace another employee within one (1) week of receiving notice that they are being laid off.
- 19.05 Employees who are displaced will become subject to the provisions of this Article.
- 19.06
- (a) Employees who have been laid off and have not accepted severance pay shall be entitled to recall in reverse order of lay off within their classification for a period of two (2) years from the date of lay off. Upon expiry of the recall period an employee shall receive severance pay if he or she had not been recalled.
  - (b) The Employer will attempt to reach the employee who has been laid off for positions by telephone and registered mail for two (2) work weeks.
  - (c) An employee who is laid off shall have the right of recall for a period of two (2) years for any vacant or newly created bargaining unit positions of which the employee is qualified to perform. The employee will be granted a familiarization period as determined by the Employer.
  - (d) Term employees are subject to the same hiring process as regular full-time and part-time employees. Term employees are placed on a recall list for the purpose of being called to fill casual and temporary vacancies.
- 19.07 For permanent lay off, beyond two (2) years of service, severance pay shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment at the rate of two week's pay for the first (1<sup>st</sup>) year of service and one (1) week's pay for each additional year of service. Payment shall be provided to the employee within ninety (90) days.

19.08 For retirement, death or resignation, employees with ten (10) years of continuous service shall be entitled to a Service Award in the amount of fifty (50%) percent of their sick leave/PTO at their current rate of pay or five hundred (\$500) dollars per year of service to a maximum of thirty five (35) years, but not both. Payment shall be provided to the employee or beneficiary within ninety (90) days.

## **ARTICLE 20 SENIORITY**

- 20.01 (a) For employees who were in the bargaining unit on November 28, 2008 (date of CIRB certificate), seniority shall mean length of service with the Employer.
- (b) For all other employees, seniority means the length of service in the bargaining unit.
- (c) Seniority shall commence from date of hire.
- 20.02 The seniority of a part-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.
- 20.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be the employee who commenced work at the earliest hour of the day.
- 20.04 (a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months (October and April) by the Employer and posted on bulletin boards, as set out in Article 6.01, with a copy forwarded to the President of the Local Union.
- (b) An employee who feels that he or she is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 20.05 (a) Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority not to exceed one (1) year from the date of appointment or assignment.

Employees on leave for periods not to exceed one (1) year shall retain and accumulate seniority.

- (b) No employees shall be transferred to a position nor required to perform any work outside their bargaining unit.

20.06 Any employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit, shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority.

## **ARTICLE 21 EMPLOYEE REVIEW AND EMPLOYEE FILES**

21.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at the time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

- 21.02 (a) Prior to an employee performance review the employee shall be given the evaluation form which will be used for the review and any written document which provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.

21.03 An employee has the right to make written comments to be attached to the performance review form

21.04 The Employer shall consult with the Union prior to making changes to the Evaluation Form attached to this Collective Agreement as Schedule "B".

21.05 Upon written request of an employee, the personnel file of that employee shall be made available for their examination in the presence of an authorized representative of the Employer.

21.06 There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on any file held by the Employer unless a copy of the report or document has been given to the employee.

## **ARTICLE 22 PAY ADMINISTRATION**

22.01 Employees shall be paid by cheque or direct deposit every two (2) weeks over twenty-six (26) pay periods per calendar year. Employees will have access to electronic pay stubs.

22.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

22.03 An employee who would suffer a reduction in their basic wage or salary rate as a result of an appointment to a lower-level position or the re-classification of their position shall have their wage or salary rate "salary protected" in accordance with this Article.

An employee shall continue to be paid the basic rate applicable to their old job classification. They will be eligible to receive any increases until their "salary protected rate" becomes equal to or less than the standard rate for their new job classification, after which their "salary protection" shall come to an end and they shall be paid the standard rate for that classification.

22.04 Pay Increments

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until the employee reaches the maximum rate for the position. The pay increment period is the period identified in Appendices A and B.

A pay increment shall be in the range applicable to the position that is next higher to the rate at which the employee is being paid.

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.

- 22.05 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 22.06 Where a pay increment and pay revision are affected on the same date, the pay increment shall be applied first.
- 22.07 When an employee is required by the Employer to perform duties of a higher rated classification level, in an acting capacity, the employee shall be paid acting pay calculated from the date on which he or she commenced to act.
- 22.08 Any retroactive rate of pay owed to an employee shall be paid in full within ninety (90) days of the signing of the Collective Agreement.
- 22.09 If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**ARTICLE 23  
TRAVEL TIME, SCHEDULING AND EXPENSES**

- 23.01 When employees are required by the Employer to travel for the purpose of conducting business on behalf of the Employer, or to receive work related training, the employee will be reimbursed authorized expenses incurred.
- 23.02 The Employer agrees to provide advances for employees' expenses in accordance with Employer policies.
- 23.03 The parties agree to be governed by the current reimbursement rates as identified in Treasury Board Travel Directive.



**ARTICLE 24**  
**SUSPENSION, DISCIPLINE AND PROBATION**

- 24.01 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning the employee; the employee is entitled to have a representative of the Union attend the meeting.
- 24.02 No employee will be disciplined without just cause. When an employee is disciplined, the Employer will notify the employee in writing of the reason for such discipline.
- 24.03 An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.
- 24.04 The Employer and the Union commit to working towards a Dispute Resolution Process to resolve discharge cases in the traditional Mi'kmaq manner.
- 24.05 Employees may choose to follow the grievance process on any matters related to discipline.
- 24.06 In cases of written reprimand, suspension or dismissal, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.
- 24.07 Grievances relating to suspension, dismissal or discipline shall be filed at step 2 of the grievance procedure.
- 24.08 Information Disclosure Protection
- No employee will be disciplined for reporting any abuse by the Employer or any representative of the Employer. Any malicious complaints may be subject to discipline.
- 24.09 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years if there are no recurring incidents related to that discipline.

- 24.10 Teachers are on probation until they successfully complete Phase 1 Tenure. All other employees are on probation for six (6) months. Probation may be extended once at the sole discretion of the Employer.
- 24.11 Upon successful completion of the probationary period, the employee will be so advised in writing with a copy to the Union, and seniority will be back dated to the date of hire.
- 24.12 Probationary employees will be given a midpoint review and a final performance appraisal to determine whether the employee is successful in the probationary period and thereby suitable for indeterminate employment.
- 24.13 Probationary employees shall not be able to grieve any disciplinary matters and for further clarity an adjudicator shall not have jurisdiction to substitute any discipline invoked by the Employer.

## **ARTICLE 25 HEALTH AND SAFETY**

- 25.01 The Employer, the employees and the Union recognize the obligation to maintain a safe and healthy workplace and also agree that safe work practices shall be governed by the requirements set out in the *Canada Labour Code Part II – Occupational Health and Safety*, and all provisions flowing from the *Code* as the authority governing Occupational Health and Safety for the Employer's operations.
- 25.02 The Employer and the Union agree to inform the other party of the names of their selected Health and Safety representatives and also agree to establish an equal number of representatives not to be less than three (3) for the Employer and three (3) for the Union.

## **ARTICLE 26 STAFFING PROCEDURES**

- 26.01 The Employer shall post all vacancies and newly created positions within the bargaining unit on Union bulletin boards for a period of not less than fourteen (14) days prior to the closing date.
- 26.02 Job opportunities shall be open to all Eskasoni band members and residents who are *status Indians* under the *Indian Act* and bargaining unit members who are Eskasoni band members. In the

event no candidate meets the requirements of the job opportunity, the search will be open to all remaining bargaining unit members. If the job opportunity is not filled an external search outside of the bargaining unit will be carried out. A copy of the job posting(s) will be forwarded to the President of the Local.

- 26.03 The posting notice shall contain the requirements and the salary of the job opportunity. In this Article, "requirements" means qualifications, skills, abilities and experience.
- 26.04 (a) All employees who apply for a job opportunity shall be considered to be candidates in the selection process.
- (b) The candidates for the job opportunities will be evaluated according to the posted requirements. In filling the job opportunity, the position shall be awarded based on the requirements. Where the candidates are equal according to the requirements, the candidate with the greater seniority will receive the offer.
- 26.05 Employees who participate in a selection process for a position with the Employer will be provided time with pay for the period during which their presence is required for purposes of the selection process including a post-board interview.
- 26.06 Candidates shall be advised in writing of the result of the competition.
- 26.07 Trial Period
- (a) All promotions and voluntary transfers are subject to a ninety (90) calendar day trial period.
- (b) Conditional upon satisfactory performance, an employee shall be appointed to the position after the trial period.
- (c) During the trial period, if the employee proves to be unsatisfactory in the new position or if the employee wishes to revert to their former position, the employee shall be returned to either their former position, or an equivalent position and rate of pay of former position without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions may also be returned to

their former position and rate of pay without loss of seniority.

- 26.08 Employees shall be restricted to engaging in other employment outside the hours they are required to work for the Employer that would result in a conflict of interest or if outside employment interferes with their ability to carry out their duties on behalf of the Employer.

## **ARTICLE 27 GRIEVANCE PROCEDURE**

- 27.01 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and or the Union, or between the employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation.
- 27.02 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. If the time limits set out in the complaint step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 27.03 Employees shall have the right to be represented by the Union at any step of the grievance procedure. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 27.04 The time limits stipulated in this grievance procedure may be extended by mutual agreement between the Employer and the Union. This must be done in writing.
- 27.05 The employee(s) shall be advised at least twenty-four (24) hours in advance by the Employer of their right to have a union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

27.06 Grievances concerning discrimination or sexual harassment shall go directly to the final level of the grievance procedure or the grievor may choose an alternate dispute resolution route.

27.07 ***Steps of the Grievance Procedure***

Complaint:

Within ten (10) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Union may submit a written complaint to the Employer representative.

Within five (5) days of the receipt of the complaint the Employer representative shall meet and provide a written response to the employee(s) and the Union representative.

Step 2:

If a satisfactory settlement has not been obtained under the complaint, employee(s) and or the Union representative may within seven (7) working days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the Employer representative designated as Step 2 with a copy to Human Resources. This designated Employer representative shall call a meeting and render a decision within five (5) working days of the receipt of the grievance.

Step 3: Arbitration

If the grievance is not satisfactorily settled under Step Two (2), then the grievance may be referred to arbitration, within twenty-five (25) days of the expiry of the time limits set out in Step Two (2).

- (a) The Parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.
- (b) In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

- (c) The arbitrator shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render their award within a reasonable period, as agreed to by the parties,
- (d) The arbitrator's decision shall be final and binding on both parties.
- (e) Each party shall bear one-half (1/2) the cost of the arbitrator.
- (9) The arbitrator shall not change, modify or alter any terms of this agreement.

***Expedited Arbitration***

The parties agree that, by mutual consent only, any grievance may be referred to the expedited arbitration procedure.

- 27.08 The Employer and the Union commit to working towards a Dispute Resolution Process to resolve discharge cases in the traditional Mi'kmaq manner.

**ARTICLE 28  
SCHOOL YEAR CALENDAR, INSTRUCTIONAL DAYS  
AND HOURS OF WORK**

- 28.01 The Eskasoni School Board shall determine the school year calendar. The calendar shall indicate the opening and closing dates of the school year, statutory holidays, professional development (PD) days, and all paid holidays. If requested by the Employer, an employee who attends PD days scheduled during the months of July and August shall be covered by travel provision Articles of this Collective Agreement.
- 28.02 (a) The school year shall begin on the first day of September and end on the 31<sup>st</sup> day of August.

- (b) The total number of teaching days in a school year shall not exceed one hundred and ninety-five (195) days. The total number of one hundred and ninety-five (195) teaching days shall include if applicable;
  - (i) days during which the school, in which the teacher is regularly employed, is closed due to inclement weather;
  - (ii) days during which school was closed by the Employer;
  - (iii) days during which school was closed by Medical Health authorities; and
- (c) When a school is closed pursuant to 28.02 (b) (i) and (ii), the teachers in the school are not required to be in attendance.
- (d) When a school is closed pursuant to 28.02 (b) (iii), the teachers in that school are not required to be in attendance unless circumstances necessitated the temporary transfer of the students of that school to another facility in which case, the teachers may be required to attend at that facility.

28.03 A teaching day is any day other than Saturday, Sunday or a statutory holiday which is within the school year.

28.04 Each school year, teachers will be provided with five (5) days for Professional Development, two (2) days for organizational purposes, and two (2) days of Pupil Evaluation and Classification.

28.05 Hours of Work

- (a) Teachers and Teacher Aides at the Elementary and Middle School:

Hours of work will be from 8:30 a.m. to 3:30 p.m. except for Fridays when closing will be 3:00 p.m. The Lunch break will be for a duration of fifty-five (55) minutes.

- (b) Teachers and Teacher Aides at the High School:

Hours of work will be from 8:40 a.m. to 3:40 p.m. except for Fridays when closing will be 3:20 p.m. The Lunch break will be for a duration of one (1) hour.

- (c) Teachers and Teacher Aides at T.E.C. School:  
Hours of work will be from 8:30 a.m. to 3:10 p.m. except for Fridays when closing will be 2:50 p.m. The Lunch break will be for a duration of thirty (30) minutes.
- (d) Alternate durations are possible, upon mutual consent of the Employer, the employee and the Union.

## **ARTICLE 29 OVERTIME**

- 29.01 When required by the Employer, employees shall work overtime. Overtime shall only be available when an employee completes the task assigned by the Employer beyond their regular duties and their normal hours of work.
- 29.02 The employer shall make every effort to give the employee reasonable notice of the need to work overtime.
- 29.03 Overtime shall be compensated on the following basis:
  - (a) time and one-half (1½) worked in excess of the employee's scheduled daily hours;
  - (b) an employee who reports for work as directed on a day of rest shall be paid at the applicable overtime rate for the time actually worked, or a minimum of three (3) hours pay.
- 29.04 Overtime shall be either:
  - (a) compensated in equivalent time off with pay at the applicable overtime rate; and the Employer shall grant compensatory leave with pay at times convenient to the employee and the Employer, or
  - (b) Compensatory leave may be accrued and carried over into the new year up to a period of sixty (60) hours. Any amounts in excess of sixty (60) hours will be paid to the employee at the end of September at the applicable overtime rates.



**ARTICLE 30  
CAR INSURANCE AND COVERAGE**

- 30.01 (a) The Employer shall reimburse the employee for their cost of extra liability insurance (endorsement 6A), and mileage (at the Treasury Board rate) when the transportation of school children or travel on behalf of the Employer is a requirement of the performance of the duties of their position.
- (b) Only employees covered by Article 30.01 (a) will be required to transport children.

**ARTICLE 31  
JOINT-UNION MANAGEMENT CONSULTATION COMMITTEE**

- 31.01 There shall be a Joint Union Management Consultation Committee consisting of three (3) representatives of the Employer and three (3) Union representative from the Local. The Union will use its best efforts to secure one (1) Union representative from each of the three (3) schools. The Committee shall meet twice (2) per year each school term to discuss matters of concern in the workplace other than grievances or potential grievances. The Chair and minute taker shall alternate between the Employer and the Union representatives.
- 31.02 Where possible, ten (10) days prior to the meeting of the Joint Committee, the representatives of the Employer and the Union shall advise each other in writing of matters they wish to place on the agenda for discussion.
- 31.03 The Employer will grant leave without loss of pay to employees attending Joint Consultation meetings.

**ARTICLE 32  
AGREEMENT RE-OPENER**

- 32.01 This agreement may be amended only by mutual written consent of both parties.

**ARTICLE 33**  
**EDUCATION LEAVE AND CAREER DEVELOPMENT LEAVE**

- 33.01        Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for semester periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in the field of education.
- 33.02        (a)        Career development refers to an activity which is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career developments.
- (i)        a course offered by a recognized academic institution;
- (ii)       seminar, convention or study session or professional development, teacher/subject council meeting in a specialized field directly related to the employee's work;
- (b)        upon request of an employee, tuition or fees associated/incurred as above may be paid by the Employer.

**ARTICLE 34**  
**TECHNOLOGICAL CHANGE**

- 34.01        In this Article "Technological Change" means:
- (a)        the introduction by the Employer of equipment or material of a different nature than that previously utilized; or
- (b)        a change in the Employer's operation directly related to the introduction of that equipment or material.
- 34.02        Technological changes will be accomplished in conformity with sections 51 to 55 inclusive, of the *Canada Labour Code*, as amended from time to time.

- 34.03 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer shall provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

**ARTICLE 35  
GROUP BENEFIT PLANS**

- 35.01 The Employer agrees to provide a group benefit plan for employees of Eskasoni School Board on a 50/50 cost shared basis. All permanent employees shall be required to opt into the Group Benefit Plans and shall follow the governance provisions of the plan.

**ARTICLE 36  
SOCIAL JUSTICE FUND**

- 36.01 The Employer agrees to contribute five hundred (\$500) dollars per year during the life of this collective agreement to the PSAC Social Justice Fund.

**ARTICLE 37  
DURATION AND RENEWAL**

- 37.01 The terms of this Agreement shall be from September 1, 2010 to August 31, 2014. The wage schedules contained in Appendices A and B are hereby incorporated into the Collective Agreement and take effect on the dates specified. All changes agreed to become effective on September 1, 2010.
- 37.02 Where notice to amend this Agreement is given according to the Canada Labour Code, the provisions of this Collective Agreement shall remain in effect during negotiations for its renewal until a new agreement becomes effective.
- 37.03 Notice to Bargain
- Within four (4) months preceding the expiry of this Agreement either party may by written notice require the other party to commence bargaining. Negotiations shall commence within sixty (60) days of such notice unless mutually agreed to by the parties.

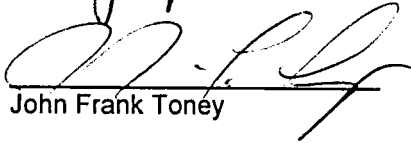
This agreement will be binding upon not only the parties hereto mentioned but also their respective successors.

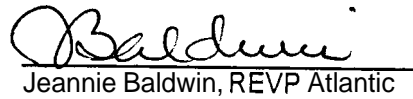
SIGNED AT Sydney, N.S this 29<sup>th</sup> day of September, 2010

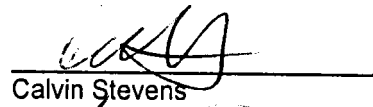
Eskasoni First Nation School Board

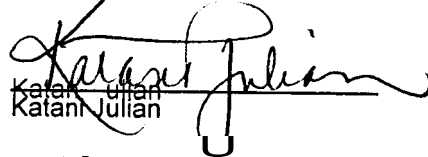
Public Service Alliance of Canada

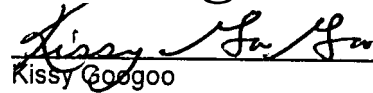
  
Terry Lynn Marshall

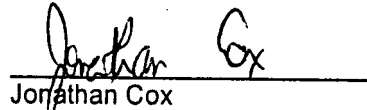
  
John Frank Toney

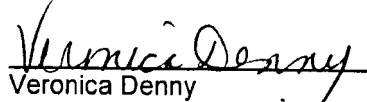
  
Jeannie Baldwin, REVP Atlantic

  
Calvin Stevens

  
Katani Julian

  
Kissy Goo goo

  
Jonathan Cox

  
Veronica Denny

  
Debbie McLaughlin, PSAC

**LETTER OF UNDERTANDING # 1  
ANTI-HARASSMENT WORKPLACE POLICY**

between  
the

**Employer – The Eskasoni School Board**

and  
the

**Union – The Public Service Alliance of Canada**

Letter of Understanding between the Employer and the Public Service Union of Canada concerning the joint development of an Anti-Harassment Workplace Policy.

Whereas it is in the interest of all parties to ensure a workplace that is free of harassment of all kinds, personal, physical and/or sexual, therefore the Employer and the Public Service Union of Canada agree that they will meet regularly to jointly establish a workplace harassment policy as soon as possible.

## **SCHEDULE "A" EDUCATION/TEACHER**

### 1. Preparation and Marking Period

Where local circumstances permits, teachers shall be allowed, within the hours of instruction during which teachers are required to teach and students are required to remain in class, an average of one preparation per day not less than forty (40) minutes per day or an equivalent amount of preparation time based on a longer time period.

### 2. Emergencies

- (a) Teachers will be given one day to set up classrooms in the case of moving to another facility.
- (b) In a case of fire, flood or other emergencies in the existing building, teachers will be given reasonable time to re-establish the classroom.

### 3. Class Size

- (a) No class size shall exceed thirty (30) pupils.
- (b) Kindergarten to Grade 2 class sizes shall not exceed twenty- five (25) pupils.
- (c) If necessary to combine two (2) grades with one teacher the maximum class size shall be no more than twenty (20) pupils.

### 4. Replacement of Absent Teachers

The Employer will make a reasonable effort to ensure that supply teachers are made available to replace absent teachers.

If, during the hours of instruction, an emergency situation arises which would result in a class being unattended by a teacher, the Employer may require a teacher to replace the absent teacher until the arrival of a supply teacher. If a teacher is required to replace an absent teacher pursuant to this Article, the teacher must be informed as soon as practicable of the circumstances justifying such requirement.

### 5. Non-Teaching Duties

- (a) Non-teaching duties shall be kept to a minimum and evenly distributed amongst all staff.

- (b) Teachers and teachers' aides shall be entitled to a duty-free lunch period.
- (c) Teaching staff shall not be required to do non teaching duties such as janitorial and maintenance duties.

6. Extra-Curricular Activities

Teachers' participation in extra-curricular activities shall be voluntary. Teachers recognize the importance of extra-curricular activities in the delivery of a holistic curriculum.

7. Auxiliary Personnel

- (a) Auxiliary personnel may under no circumstances be used as a replacement for licensed teachers.

8. Improvement in certification

- (a) A teacher shall notify in writing the Chief Financial Officer of any changes of certification within thirty (30) days of receipt of the relevant documents.
- (b) Payment of retroactive salary due to this Article shall be made no later than ninety (90) days after the Employer receives the relevant documents.

9. Recognition of Experience for Salary Purposes

Full recognition of experience for salary purposes shall be granted to a person who is licensed to teach in the Province of Nova Scotia.

10. Dress Code

Employees will be expected to dress in the Smart Casual (semi-professional) mode.

## SCHEDULE "B"

### Evaluation Form Eskasoni School Board

Date: Class Observed:

Teacher: Observer:

Time:

	0	1	2	3	4
	Unable to Observe	Below Average	Average	Above Average	Outstanding
<b>1. TEACHING PROCEDURES- PLANNING &amp; IMPLEMENTATION</b>					
a. Skill in planning					
b. Skill in assessment & evaluation					
c. Skill in making assignments					
d. Skill in developing good work study habits					
e. Resourceful use of instructional materials					
f. Skill in using motivating techniques					
g. Skill in questioning techniques					
h. Ability to recognize & provide for individual differences					
i. Oral & written communication skills					
j. Speech, articulation & voice quality					
<b>2. CLASSROOM MANAGEMENT</b>					
a. Effective classroom facilitation & control					
b. Effective interaction with pupils					
c. Efficient classroom routine					
d. Appropriate interaction with pupils					
e. Is reasonable, fair & impartial in dealing with students					



<b>3. KNOWLEDGE OF SUBJECT- ACADEMIC PREPARATION</b>										
a. Demonstrates knowledge of subject through classroom performance & academic records										
b. Is adequately prepared to teach the subjects assigned										
<b>4. PERSONAL CHARACTERISTICS- PROFESSIONAL RESPONSIBILITY</b>										
a. Shows a genuine interest in teaching										
b. Adherence to dress code										
c. Skill in adapting to change										
d. Adheres to policies & procedures of the ESB										
e. Accepts responsibility both inside & outside the classroom										
f. Has a co-operative approach toward parents & school personnel										
g. Is punctual & regular in attendance										
<b>5. ADMINISTRATION MATTERS</b>										
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Teacher Absences (Tot/Month)										
Substitute booklet not prepared (Date)										
Month end forms incomplete (Y or N)										
Attendance data not entered on time (Date)										
Student evaluations complete on time (Y or N)	November Deadline			February Deadline			June Deadline			

PLEASE RATE THE TEACHER'S OVERALL PERFORMANCE

Weak 1 2 3 4 5 6 Exceptional

(Please circle one)

**TEACHER GOALS**

**PRE-OBSERVATION DISCUSSION**

Goal :

**OBSERVER'S COMMENTS**

Goal:

**POST-OBSERVATION DISCUSSION**

Goal :

Teacher's Signature	Observer's Signature

**APPENDIX "A"  
TEACHERS**

**Existing Salaries**

GRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TC - 2	25,165	26,715	28,278	29,839	31,392	32,952	34,516	36,068	37,629	-	-
TC - 3	26,702	28,294	29,892	31,487	33,084	34,679	36,279	37,880	39,472	41,063	-
TC - 4	31,025	32,635	34,240	35,842	37,451	39,056	40,665	42,274	43,874	45,496	-
TC - 5	36,155	38,121	40,083	42,053	44,019	45,983	47,944	49,910	51,875	53,841	55,814
TC - 6	39,674	41,929	44,191	46,448	48,711	50,973	53,234	55,491	57,747	60,009	62,278
TC - 7	42,071	44,334	46,591	48,854	51,116	53,616	55,635	57,892	60,155	62,412	64,688

**September 1, 2010 – Increase of 4%**

**Experience Increment**

GRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TC - 2	26,172	27,784	29,409	31,033	32,648	34,270	35,897	37,511	39,134	-	-
TC - 3	27,770	29,426	31,088	32,746	34,407	36,066	37,730	39,395	41,051	42,706	-
TC - 4	32,266	33,940	35,610	37,276	38,949	40,618	42,292	43,965	45,629	47,316	-
TC - 5	37,601	39,646	41,686	43,735	45,780	47,822	49,862	51,906	53,950	55,995	58,047
TC - 6	41,261	43,606	45,959	48,306	50,659	53,012	55,363	57,711	60,057	62,409	64,769
TC - 7	43,754	46,107	48,455	50,808	53,161	55,761	57,860	60,208	62,561	64,908	67,276

**Step number 1, 2011 – Increase of 3%**

**Experience Increment**

GRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TC - 2	26,957	28,618	30,291	31,964	33,627	35,298	36,974	38,636	40,308	-	-
TC - 3	28,603	30,309	32,021	33,728	35,439	37,148	38,862	40,577	42,283	43,987	-
TC - 4	33,234	34,958	36,678	38,394	40,117	41,837	43,561	45,284	46,998	48,735	-
TC - 5	38,729	40,835	42,937	45,047	47,153	49,257	51,358	53,463	55,569	57,675	59,788
TC - 6	42,499	44,914	47,338	49,755	52,179	54,602	57,024	59,442	61,859	64,281	66,712
TC - 7	45,067	47,490	49,909	52,332	54,756	57,184	59,614	62,044	64,478	66,914	69,354

**Step number 1, 2012 – Increase of 2.8%**

**Experience Increment**

GRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TC - 3	29,404	31,158	32,918	34,672	36,431	38,188	39,950	41,713	43,467	45,219	-
TC - 4	34,165	35,937	37,705	39,469	41,240	43,008	44,781	46,552	48,314	50,100	-
TC - 5	39,813	41,978	44,139	46,308	48,473	50,636	52,796	54,960	57,125	59,290	61,462
TC - 6	43,689	46,172	48,663	51,148	53,640	56,131	58,621	61,106	63,591	66,081	68,580
TC - 7	46,329	48,820	51,306	53,797	56,289	59,042	61,265	63,750	66,242	68,727	71,234

**Step number 1, 2013 – Increase of 2.6%**

**Experience Increment**

GRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TC - 2	28,433	30,184	31,949	33,713	35,468	37,229	38,997	40,751	42,514	-	-
TC - 3	30,169	31,968	33,774	35,573	37,378	39,181	40,989	42,798	44,597	46,395	-
TC - 4	35,053	36,871	38,685	40,495	42,312	44,126	45,945	47,762	49,570	51,403	-
TC - 5	40,848	43,069	45,287	47,512	49,733	51,953	54,169	56,389	58,610	60,832	63,060
TC - 6	44,825	47,372	49,928	52,478	55,035	57,590	60,145	62,695	65,244	67,799	70,363
TC - 7	47,534	50,089	52,640	55,196	57,753	60,577	62,858	65,408	67,964	70,514	73,086

**APPENDIX "B"**  
**TEACHER AIDES**

**Existing Salaries**

<b>TA – 1</b>	19,915	20,512	21,128	21,762	22,415	23,087	23,780
<b>TA – 2</b>	21,907	22,564	23,241	23,938	24,656	25,396	26,158
<b>TA – 3</b>	24,097	24,820	25,565	26,332	27,122	27,935	28,773

**September 1, 2010 - Increase of 2%**

<b>TA – 1</b>	20,313	20,923	21,550	22,197	22,863	23,549	24,255
<b>TA – 2</b>	22,345	23,015	23,705	24,417	25,149	25,904	26,681
<b>TA – 3</b>	24,579	25,316	26,076	26,858	27,664	28,494	29,349

**September 1, 2011 - Increase of 1%**

<b>TA – 1</b>	20,516	21,132	21,766	22,419	23,091	23,784	24,497
<b>TA – 2</b>	22,568	23,245	23,942	24,660	25,400	26,162	26,947
<b>TA – 3</b>	24,825	25,569	26,336	27,126	27,940	28,778	29,642

**September 1, 2012 - Increase of 1%**

<b>TA – 1</b>	20,721	21,343	21,983	22,642	23,322	24,021	24,742
<b>TA – 2</b>	22,793	23,477	24,181	24,907	25,654	26,424	27,216
<b>TA – 3</b>	25,072	25,825	26,599	27,397	28,219	29,066	29,938

**September 1, 2013 - Increase of 1%**

<b>TA – 1</b>	20,928	21,556	22,203	22,869	23,555	24,262	24,989
<b>TA – 2</b>	23,021	23,712	24,423	25,156	25,910	26,688	27,488
<b>TA – 3</b>	25,323	26,083	26,865	27,671	28,501	29,356	30,237

# Wage Agreement between the Eskasoni School Board and the PSAC

## For Eskasoni Teachers

Year 1:4.0% September 1, 2010 to August 31, 2011

Year 2:3% September 1, 2011 to August 31, 2012

Year 3:2.8% September 1, 2012 to August 31, 2013

Year 4:2.6% September 1, 2013 to August 31, 2014

## For Eskasoni Teachers Aides

Year 1:2% September 1, 2010 to August 31, 2011

Year 2:1% September 1, 2011 to August 31, 2012

Year 3:1% September 1, 2012 to August 31, 2013

Year 4:1% September 1, 2013 to August 31, 2014

All permanent employees in the bargaining unit will receive a five hundred dollar (\$500) signing bonus effective upon signing of the Collective Agreement.

The duration of the Collective agreement will be from September 1, 2010 to August 31, 2014.

All changes agreed to become effective on September 1, 2010.