

COLLECTIVE AGREEMENT

BETWEEN

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

-AND-

**CAPE BRETON VICTORIA REGIONAL
CENTRE FOR EDUCATION**

(effective April 1, 2021 to March 31, 2024)

Table of Contents

ARTICLE 1 - TERM OF AGREEMENT 3

ARTICLE 2 – PREAMBLE 4

ARTICLE 3 – MANAGEMENT RIGHTS 4

ARTICLE 4 – RECOGNITION AND NEGOTIATIONS..... 5

ARTICLE 5 – DIVERSITY IN THE WORKPLACE 7

ARTICLE 6 – CHECK OFF OF UNION DUES 8

ARTICLE 7 – UNION SECURITY 8

ARTICLE 8 – DEFINITIONS 9

ARTICLE 9 – CORRESPONDENCE 11

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE 12

ARTICLE 11 – SUMMER WORK 13

ARTICLE 12 – GRIEVANCE 14

ARTICLE 13 – ARBITRATION PROCEDURE 17

ARTICLE 14 – UNION REPRESENTATION 17

ARTICLE 15 – DISCHARGE, SUSPENSION AND DISCIPLINE 18

ARTICLE 16 – SENIORITY 20

ARTICLE 17 – LAYOFF AND RECALL 21

ARTICLE 18 – POSTING AND STAFF CHANGES 23

ARTICLE 19 – HOURS OF WORK 29

ARTICLE 20 – OVERTIME 34

ARTICLE 21 – HOLIDAYS 35

ARTICLE 22 – VACATIONS 36

ARTICLE 23 – SICK LEAVE 38

ARTICLE 24 – LEAVES 41

ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES 49

ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY 51

ARTICLE 27 – TRAVEL ALLOWANCES 53

ARTICLE 28 – RECLASSIFICATION 53

ARTICLE 29 – JOB SECURITY 55

ARTICLE 30 – PRESENT CONDITIONS 55

ARTICLE 31 – CLOTHING ALLOWANCE 55

ARTICLE 32 – TOOL ALLOWANCE 56

| | |
|--|----|
| ARTICLE 33 – EMPLOYEE BENEFITS | 56 |
| ARTICLE 34 – GENERAL CONDITIONS | 57 |
| ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM | 58 |
| ARTICLE 36 – NO STRIKE NO LOCKOUT | 59 |
| APPENDIX A – WAGES | 60 |
| APPENDIX B – EMPLOYEE SICK LEAVE FORM | 64 |
| APPENDIX C – RETIREMENT/SEVERANCE/DEATH BENEFIT/LONG SERVICE AWARD | 65 |
| APPENDIX D – IMMEDIATE SUPERVISOR POSITIONS | 66 |
| MEMORANDUM OF AGREEMENT #1 EMPLOYEE LONG TERM ABSENCES | 67 |
| MEMORANDUM OF AGREEMENT #2 PENSION BENEFITS | 69 |
| MEMORANDUM OF AGREEMENT #3 WAGE HARMONIZATION | 71 |
| MEMORANDUM OF AGREEMENT #4 REDEPLOYMENT | 74 |
| MEMORANDUM OF AGREEMENT #5 EMPLOYMENT EQUITY | 76 |

THIS AGREEMENT effective from April 1, 2021 to March 31, 2024

BETWEEN:

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

Party of the First Part

and

THE CAPE BRETON-VICTORIA REGIONAL CENTRE FOR EDUCATION hereinafter referred to as "the Employer",

Party of the Second Part

ARTICLE 1 - TERM OF AGREEMENT

1.01 (1) This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the termination date that it desires its termination or amendment.

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

(2) The terms of this Agreement, other than wages, shall become effective from the date of signing, except where otherwise provided.

1.02 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination, give notice in writing to the other party that changes will be proposed. Within twenty-one (21) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

If any article in this agreement or part in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in force and effect for the remainder of the term.

1.03 Any part of this agreement that is so altered or invalidated shall, only with mutual agreement, be renegotiated by the Employer and the Union.

1.04 Where a notice to amend/bargain this Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

1.05 Any active regular full-time, part-time and casual employee and retirees who has served their employment between the termination date of the previous Collective Agreement ending on March 31, 2021, and the effective date of this Agreement shall receive full retroactivity of any increase in wages for the hours worked. If the member dies before a new Collective Agreement is negotiated, his/her estate shall receive any retroactivity to which the member would have been entitled.

ARTICLE 2 - PREAMBLE

2.01 Purpose of Agreement

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

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (1) maintain order, discipline, and efficiency.
- (2) hire, determine qualifications, assign work, determine hours of work, promote, demote, transfer, lay-off, discipline, suspend, or discharge for just cause any Employee covered by this Agreement.
- (3) make and alter, from time to time, rules and regulations to be observed by Employees, these rules and regulations shall not be inconsistent with the provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be processed in accordance with Article 9.03.
- (4) determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirements to be used in providing these services.

- (5) study or introduce new or improved methods or facilities, to determine the standard and quality of services to be provided, to determine schedules of work, the extension, limitation, curtailment, or cessation of operations in whole or in part, and all other matters concerning the operation of the Employer's services not specifically restricted in this Agreement.

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

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

- 4.01 The Employer recognizes the Canadian Union of Public Employee, Local 5050, as the sole and exclusive collective bargaining agent for a Bargaining Unit consisting of only those Employees in classifications listed in Appendix A and excluding those persons excluded by paragraphs (a) and (b) of subsection (2) of section 2 of the Trade Union Act, RSNS, 1989 ("Bargaining Unit").
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 4.03 This Agreement applies to:
 - (1) Regular Full-time Employees;
 - (2) Regular Part-time Employees;
 - (3) Probationary Employees from the date of hire, except as otherwise provided for in this Agreement; and
 - (4) Casual Employees as restricted by Article 4.04 herein.
- 4.04 The following terms, conditions and benefits of this Collective Agreement shall apply to Casual Employees as at the date of signing:
 - (1) they shall become members of the bargaining unit on their date of hire with restricted rights and privileges as defined herein.
 - (2) they shall be subject to call for work at the discretion of the Employer and may be disciplined, terminated, or dismissed with or without cause at any time.
 - (3) they shall receive vacation pay at the rate of 4% to be paid with each pay received from the Employer;
 - (4) they shall be entitled to the following bereavement leave provided the Casual Employee has worked thirty-six (36) of the forty (40) working days immediately before and further provided that such leave is taken immediately upon the death and/or the funeral.

(i) for death of the Casual Employee's spouse, child, step-child, parent or step-parent, brother and sister, legal dependent, grandchild and fiancé, a leave of three (3) working days with pay shall be granted. For greater certainty, "spouse" is defined as legally married or when two partners have cohabitated in a relationship continuously for at least 12 months.

(ii) for death of the Casual Employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent, a leave of one (1) working day with pay shall be granted.

(5) they shall be entitled to holidays in accordance with the Labour Standards Code and in addition, the following holidays or pay in lieu thereof, provided the employee has worked fifteen (15) out of the 30 calendar days immediately before the holiday, including the last working day immediately before the holiday and the first working day immediately after the holiday.

| | | |
|----------------|----------------------|--------------------------|
| New Year's Day | Canada Day | Remembrance Day |
| Good Friday | 1st Monday in August | Christmas Day |
| Easter Monday | Labour Day | NS Heritage Day |
| Victoria Day | Thanksgiving Day | Truth and Reconciliation |

For greater certainty, this does not apply to casuals who work in 10-month classifications for the following holidays:

| | | |
|------------|----------------------|------------|
| Canada Day | 1st Monday in August | Labour Day |
|------------|----------------------|------------|

(6) (A) Subject to seniority provisions within the Agreement which are only applicable to all regular full-time and regular part-time employees, casual employees whose names are on the Employer's casual list of a particular classification within the bargaining unit and who apply shall be given preference to positions which become available within their individual classification, having regard to their preference date. This provision shall be pursuant to the job posting and hiring provisions and the filling of temporary leaves that are known by the Employer to exceed ninety (90) days. This provision shall be pursuant to the job postings, hiring provisions and policies of the Board including Employment Equity Policy.

(B) Notwithstanding 4.04(6) above, subject to seniority provisions within the Agreement which are only applicable to all regular full-time and regular part-time employees, the appointment of a casual employee to a regular position within the Assistive Technology Support Workers, Child and Youth Care Practitioners, Early Childhood Educators and Lead Early Childhood Educators, Parent Navigator, Teacher Assistant, and Student Support Worker classifications shall be made of the applicant with the earliest preference date with the required qualifications, and the greatest experience, skills and ability. An applicant may be required to undergo testing and/or interviews to assess whether they have the greatest experience, skills, and ability. Existing casual employees who meet the qualifications shall have preference to positions within their classification over external applicants.

- (7) They shall only be entitled to grieve the matters contained in this Article 4 .04(3), (4)(i) and (ii), 5 and 6.

ARTICLE 5 - DIVERSITY IN THE WORKPLACE

5.01 The parties recognize the need and benefit of diversity in the workplace that is representative at all job levels of the students we serve and agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, color, national origin, religion, political affiliation, or activity, disability, gender or marital status, sexual orientation, sexual identity, nor by reason of their membership or activity in a Trade Union.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 Union Dues - Check-Off: From the commencement of employment, the Employer shall deduct from every Employee covered by this Agreement any monthly dues, initiation fees and assessments levied in accordance with the Union Constitution and By-Laws.
- 6.02 Deductions: Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following accompanied by two copies of all the names of Employees from whose wages the deductions have been made. In February of each year the Employer will give to the Union a letter indicating the number of unionized employees employed by the Board.
- 6.03 The Union shall forward to the Employer a letter authorizing changes in monthly dues 30 days prior to the effective date before the Employer shall make such changes. The Union and the Employer shall take reasonable steps to ensure that all employees so affected will be notified.
- 6.04 The Employer agrees to put the Union Dues, initiation fees and assessments deducted on the T-4 slip for each Employee.
- 6.05 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.
- 6.06 The Parties agree to meet and discuss the information requirements of the Union in meeting its constitutional obligations. The Employer will use its discretion to take reasonable steps to cooperate with the Union in that regard.

ARTICLE 7 - UNION SECURITY

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

- 7.03 It is agreed that the Union and the Employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer except as hereinafter provided.

ARTICLE 8 - DEFINITIONS

- 8.01 "Agreement" means this Agreement between the Cape Breton-Victoria Regional Centre for Education and CUPE, Local 5050.
- 8.02 "Casual Employee" means a person who is hired at the Employer's discretion on a replacement basis, or a temporary basis within the bargaining unit. A Casual Employee normally works when Regular Full-time and Regular Part-time Employees are absent from work or in cases of emergencies or for other temporary requirements. Casual employees shall be members of the bargaining unit, but only with respect to those specific rights and privileges as set out in Article 4 of this Agreement.
- 8.03 "Date of Hire" means the most recent date hired as a regular full-time or regular part-time employee as confirmed by the employer.
- 8.04 "Day" means a calendar day unless otherwise specified in this Agreement.
- 8.05 "Employee" means a person employed by the Employer within the bargaining unit, but only includes a Casual Employee to the extent specifically provided in this Agreement.
- 8.06 "Employer" means the Cape Breton-Victoria Regional Centre for Education.
- 8.07 "Preference Date" is determined by the first day of work of your most recent hire as a casual for the employer. If an employee changes classifications, they shall carry their preference date with them.
- 8.08 "Probationary Employee" means a person hired into a regular part-time or regular full-time position who has not yet completed a probationary period.
- 8.09 "Regional Centre" means the Cape Breton-Victoria Regional Centre for Education.
- 8.10 "Regular Full-time Employee" means a person who has successfully completed a probationary period within the bargaining unit and who is regularly scheduled to work in a position established by the Employer as a full-time position.
- 8.11 "Regular Part-time Employee" means a person who has successfully completed a probationary period within the bargaining unit and who is employed on a regularly scheduled basis, but who works less than the hours scheduled per week for a full-time Employee.

- 8.12 "Temporary Position" means a position which is not expected to exceed one hundred (100) working days at the time in which it is created, or a special project position not expected to exceed one hundred and twenty (120) working days at the time it is created. Any position expected to exceed these timelines, (including a special project position) at the time it is created will warrant the job being posted in the usual fashion or the position being terminated.
- 8.13 "Temporary Vacancy" means a regular full-time or part-time position which will be temporarily vacant for a minimum period of twelve (12) months *or* a full school term (September to June) and such vacancy shall have a specific commencement and ending date which the Employer can establish prior to its determination.
- 8.14 "Term employee" is an employee who is hired into a term position. Term employees shall receive the benefits of the collective agreement excluding health and dental benefits and seniority, subject to their status as probationary employee. Sick days accrued by a term employee and not used during the term shall be banked and used by the employee in a subsequent term or permanent position but shall not be available during any subsequent casual period. For the purposes of job postings, Article 4.04 shall apply to term employees. Upon completion of the term, term employees shall maintain casual status and their original preference date. Notwithstanding any other provision of this agreement, term employees have no priority for casual employment at the completion of the term.
- 8.15 "Term position" means a position that is expected to exceed the timelines of a temporary position as defined in Article 8.12 but that will be less than 12 months, or a full school year and such position shall have a specific commencement and ending date which the employer can establish prior to its determination. Term positions will be posted to existing casual employees in the classification in accordance with Article 4.06. Notwithstanding the above, a full school year position in the classifications of TA, ECE and Lead ECE, which becomes available after August 17, will be posted as a term position, so long as it otherwise meets the definition of term position above.
- 8.16 "Union" means the Canadian Union of Public Employees, Local 5050.
- 8.17 "Working Day" is defined as a day when the CBVRCE is in operation outside of a regular layoff period specific to any classification.

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence Between the Parties

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

Director of Human Resources or designate
Cape Breton-Victoria Regional Centre for Education
275 George Street
Sydney, Nova Scotia
B1P 1J7
Fax (902) 564-0123 Email: hr@cbvrce.ca

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

President, Canadian Union of Public Employees, Local 5050
99 Terminal Road
P.O. Box #51
Sydney, NS B1P 7B3
902-564-6875 (Phone), 902-562-0199 (Fax)
Or email with address provided by the President

For correspondence regarding Arbitration and Negotiation, copy to National Representative.

- 9.02 Either party may change its address for notice and correspondence by giving seven (7) days' notice in writing to the other party in accordance with Article 9.01 above.
- 9.03 The employer will provide to the union a list of all permanent and casual employees in the bargaining unit, on or before January 30 of each year (or upon request, no more than once per school or calendar year and with a least three (3) weeks' notice. The list will include: name, job title/classification, mailing address and phone number.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

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

10.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Constructive dialogue will take place so that better relations can exist between the Employer and Employees
- (2) Reviewing suggestions from Employees and/or Employer which foster discussion in order to create a more positive work environment.
- (3) Create a standing agenda item to identify Occupational Health & Safety significant trends across multiple worksites and to discuss and make recommendations to improve the health and safety practices affecting multiple worksites.

10.03 Meetings of Committee

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

- (2) Chairperson of the Meeting

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

- (3) Minutes of Meeting

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

(4) Jurisdiction of Committee

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

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

10.04 Training and Professional Development

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

ARTICLE 11 – SUMMER WORK

11.01 (i) Summer work shall be considered casual work and shall include, but not be limited to, cleaning, maintenance, painting, roofing, lawn care and such other tasks, normally completed during the period between the end of one school term and the beginning of the next but shall not affect/reduce in any way the scheduled work, including the normal hours of work, performed by twelve (12) month employees.

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

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

- a. all summer work positions shall be posted on or before June 20th of each year and shall be open to all ten (10) month regular full-time and part-time employees and shall be in accordance with the posting and hiring provisions of this Agreement.

- b. any positions remaining unfilled after completion of the posting and hiring procedure shall then be filled by the Employer using casual workers.
- c. the right of recall and the obligation to work as it pertains to ten (10) month regular full-time and regular part-time employees normally laid off at the end of each school term shall not apply with respect to summer work.
- d. regular full-time and regular part-time and casual workers performing summer work shall be considered casual workers, however, their employee benefits (excluding wages) shall be paid in accordance with the relevant provisions of the Collective Agreement. For better certainty regular employees shall receive all of the rights and benefits of a regular employee. Casual employees shall receive the benefits paid to casual employees as per Article 4.
- e. all summer employees, other than students, shall be paid for their hours of work (as defined under Article 19) and for those regular full-time and regular part-time employees such rate shall be the regular rate of pay including benefits for the respective classification in which they are performing summer work as outlined in Appendix "A"; and
- f. notwithstanding 11.02(e) above, the rate that shall be paid to regular full-time and regular part-time cleaners hired for summer work shall not be less than their regular rate as outlined in Appendix "A" and any casuals performing summer work in the cleaning classification shall be paid the cleaning classification rate.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of Grievance

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

12.02 Right to Appoint Grievance Committee

In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the right of the Union to appoint a grievance committee, whose duties shall be to assist any employee which the committee represents, in preparing and presenting a grievance in accordance with the grievance procedure.

12.03 Grievance Meetings

Meetings concerning grievances will be held during regular office hours or at a time mutually agreed upon. Employees required to attend shall not suffer any loss of regular wages. The Employer shall supply the necessary facilities for the grievance meetings.

12.04 Employee Grievances

Employee grievances shall be processed in the following manner:

STEP 1 (Informal)

The Employee shall discuss the matter complained of with the Employee's Immediate Supervisor at a prearranged meeting within seven (7) working days of the Employee(s) becoming aware of the event giving rise to the grievance. The Immediate Supervisor shall render a decision within three (3) working days of discussing the matter with the Employee(s) and provide written notice of his or her response to the Employee with a copy to the Union. For the purposes of this Article, the Immediate Supervisor for each of the classifications named in Appendix "D" shall be the person occupying the Supervisory position identified in Appendix "D". Should a new classification be created during the term of this Agreement, or any renewal thereof, the Employer shall provide in writing notice to both the Union and the affected Employee the name of their Immediate Supervisor for the purposes of providing notice under this Step 1 of the Grievance Procedure.

STEP 2 (Formal Procedure)

- i. If the matter is not resolved informally at Step 1, the Employee's grievance shall be submitted in writing by a Union Representative to the Director of Human Resources or his/her designate at a meeting pre-arranged for that purpose within ten (10) working days. The grievance shall bear the signature of the employee and shall provide a summary of the facts, the date and description of the event giving rise to the grievance and identification of the articles of the agreement alleged to have been violated and the description of any relief sought.
- ii. Within ten (10) working days of receipt of the grievance, the Director of Human Resources or his/her designate shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present such persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard. The Director of Human Resources or designate shall reply in writing to the Union within seven (7) working days of this meeting.
- iii. If the matter is not resolved in Step (ii) the grievance may be referred to arbitration.

12.05 Discipline or Discharge Grievance

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

12.06 Union or Employer Grievance

- a. Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party to the Director of Human Resources or designate, or the President of the Union Local as the case may be within ten (10) days of their knowledge of the event giving rise to the grievance. If no satisfactory settlement is reached within ten (10) days following receipt of the grievance, it may be submitted by the grieving party to arbitration.
- b. It is the intention of the parties that the procedure provided for in this article for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for Employees.

12.07 Mediation

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

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

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

12.08 Failure to Process Employee, Union or Employer Grievances

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

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.01 (i) Both parties agree that arbitration shall be by way of a single arbitrator. Within ten (10) working days of notice of arbitration, the parties shall exchange names and communicate in an effort to agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator within fifteen (15) days of notice of arbitration, either party shall be at liberty to apply to the Minister of Labour to make an appointment of such arbitrator.
- (ii) The parties may mutually agree to refer any grievance to a three (3) person Arbitration Board. In such case, each party shall appoint a nominee to the Arbitration Board. The two nominees shall then select an impartial Chair. If one party fails to appoint a nominee within ten (10) days from the date the matter is referred to arbitration, or if the two nominees fail to agree upon a Chairperson within fifteen (15) days of their appointment, the appointment of a Chairperson shall be made by the Nova Scotia Minister of Labour, upon request of either party.
- 13.02 The Arbitrator or Board of Arbitration, as the case may be, once constituted shall rule on the grievance and render their/its decision as expeditiously as possible but in any event no later than one (1) month from the date of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 13.03 The decision of the Arbitrator or the majority of the Board shall be final, binding and enforceable on all parties.
- 13.04 The Arbitrator or the Board of Arbitration shall not have the power to alter, add to, modify, change, or make any decision inconsistent with the provisions of this Agreement, however, the Arbitrator or Board of Arbitration may render a decision which in their opinion is fair and equitable under the circumstances.
- 13.05 Each of the parties to the grievance shall bear the costs of their respective nominees and representatives and shall pay one-half (1/2) of those fees and expenses of the chairperson not covered by the Provincial Department of Labour.

ARTICLE 14 - UNION REPRESENTATION

- 14.01 (i) The Union may appoint a Collective Bargaining Committee which shall consist of not more than six (6) Employees appointed by the Union. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regularly scheduled pay or other benefits for time spent in meetings with the Employer on negotiations for a new collective agreement but no compensation for any time outside regular working hours will be paid for time spent in such meetings which are conducted in other than regular working hours. The employer shall bear the regular wage and benefit cost for a maximum of four

(4) of the members so selected and the Union shall bear the cost of any remaining members so selected.

(ii) The Bargaining Committee shall be granted the release time (the actual time for the release will be dependent on operational requirements) as necessary to prepare for bargaining. Such release times shall be reimbursed by the Local.

14.02 In this Agreement:

(1) The Employer shall have the right at any time to have the assistance of persons from outside its employ when dealing or negotiating with the Union; and

(2) The Union shall have the right at any time to have the assistance of a representative(s) (not employees of the Regional Centre) of the Union when dealing with or negotiating with the Employer.

14.03 For purposes of Collective Bargaining, the Employer shall make available to the Union, upon written request, job descriptions, positions in the bargaining unit, job classifications, wage rates and pension and benefit plans.

14.04 On the signing of this Agreement, the Union shall provide the Employer with a list, in writing, of all Union officers and Stewards and their terms of office and shall advise the Employer, within fifteen (15) days, of any changes to that list. This list shall include members serving on CUPE local 5050 Committees as well as Committees of CUPE affiliates.

14.05 The Employer shall provide access to bulletin boards in all workplaces for the posting of Union notices.

14.06 The employer will permit the use of its premises for the purpose of general meetings of the Union membership in accordance with the Community Access to Schools Policy, or any successor policy.

ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 The Employer reserves the right to discipline, suspend or discharge Employees for just cause.

15.02 Whenever the Employer deems it necessary to censure an Employee in a manner indicating that the Employee's performance and/or behavior is unacceptable and that formal disciplinary action may follow if such Employee fails to bring the Employee's performance and/or behavior up to a required standard by a given date, the Employer shall give written particulars of such censure to the Employee involved with a copy to the Union.

- 15.03 A meeting for disciplinary purposes shall be understood to mean a meeting convened for the purpose of a written warning, reprimand, a suspension or the dismissal of an Employee, or that such action may follow. The Employee has the right to have a union representative present for such a meeting.
- 15.04 Any demotion, suspension or discharge of an Employee shall be in writing and contain the reason for such action. The Employee and the Union shall be provided with a copy of such written disciplinary action.
- 15.05 An Employee may make an appointment for a meeting with the Coordinator of Labour Relations to review the Employee's personnel file (s). Such appointment shall be during normal Employer office hours. The Employee shall be entitled to make a copy of any information contained in the personnel file. Further, the Employee shall have the right to reply in writing to any document placed in his/her personnel file and such reply shall become a part of the Employee's record.
- 15.06 Records of any discipline shall be removed from the Employee's file if, within the subsequent thirty (30) months, there has been no further discipline of the same or of a similar nature.
- 15.07 (a) An Employee who normally operates a motor vehicle in the course of his/her employment is obligated to advise and provide full disclosure to their supervisor immediately after the occurrence of any motor vehicle infraction for which he/she is charged under the following legislation: the-Motor Carrier Act R.S.N.S. 1989, c.292, as amended, the-Motor Vehicle Act R.S.N.S. 1989, c.293, as amended, the Criminal Code of Canada, R.S.C. 1985, c. C-46, as amended, the Controlled Drugs and Substances Act, S.C. 1996, c. 19, as amended, the Summary Proceedings Act, R.S.N.S. 1989 C. 450, as amended, the Canada Shipping Act., S.C. 2001, c 26, as amended .
- (b) An Employee who normally operates a Regional Centre Vehicle in the Course of his/her employment and who is convicted of an offence under the following Legislation or the Regulations made pursuant to the following legislation relating to the operation of a motor vehicle is subject to dismissal by the Employer: *the-Motor Carrier Act R.S.N.S. 1989, c.292, as amended, the-Motor Vehicle Act R.S.N.S. 1989, c.293, as amended, the Criminal Code of Canada, R.S.C. 1985, c. C-46, as amended, the Controlled Drugs and Substances Act, S.C. 1996, c. 19, as amended, the Summary Proceedings Act, R.S.N.S. 1989 C. 450, as amended, the Canada Shipping Act., S.C. 2001, c 26, as amended.*
- (c) Any employee having driven a Regional Centre vehicle at any time without a valid driver's license shall be subject to discipline.
- 15.08 An employee who is subject to investigation or criminal charges or convictions pursuant to the Criminal Code of Canada, the Controlled Drug and Substances Act or the Children and Family Services Act (or any successor legislation) shall notify the Director of Human Resources without delay.

- 15.09 An employee who is put off work pending an investigation shall be placed on paid administrative leave, provided the employee is cooperating with the employer's investigation.

ARTICLE 16 - SENIORITY

- 16.01 Seniority is defined as an Employee's length of service with the Employer, since the Employee's most recent date of hire as a Regular Full-time or Regular Part-time Employee.

- 16.02 Seniority lists shall be established as follows:

(1) Where two or more employees' service commences on the same day, their seniority shall be determined by their preference date. Should more than one employee be hired permanently and have the same preference date, then their seniority shall be determined at a Union meeting by lot with the person picked first having the most seniority. The employees and the Union Representative shall have the right to be present to witness the procedure. The Union shall provide the Employer with a signed copy of the names in order of seniority.

(2) A seniority list showing the names, seniority status and classification of all regular full-time and regular part-time employees shall be prepared by the Employer. After consultation with, and the approval of, the Executive of the Union, a copy of the seniority list as finally approved shall be initialed by a representative of the Union and the Director of Human Resources or designate. Such lists shall be conclusive evidence of the seniority of regular full-time and regular part-time employees, subject to the right of the Employee to bring errors to the attention of the Employer and the Union and have the agreed error corrected. The said list shall be revised every year.

A copy of said list is to be forwarded to the Union every year by January 30th or after the Union has provided the information under Article 16.02(1) to the employer (whichever is the latter).

- 16.03 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:

- (a) the Employee is discharged for just cause and not reinstated.
- (b) the Employee resigns.
- (c) the Employee refuses recall or fails to return to work while on recall within seven (7) days after the employee has been recalled to work through notification by phone or email; unless through sickness or other just cause. It shall be the duty of the employee to keep the Employer informed of his/her medical condition and current address and contact information.

- (d) the Employee is laid off for more than one (1) year. Once an employee's seniority is lost, he/she will lose their status as a laid off employee and be placed on the casual list with his/her original preference date.

16.04 Probation for Newly Hired Employees

- (a) Notwithstanding any other provisions in this Agreement, newly hired employees, including term employees, shall be on probation in the position for a period of one hundred and twenty (120) days of actual work from the date of hire and shall serve only one probationary period. The probationary period may be extended by mutual agreement between the Union and the Employer.
- (b) A probationary Employee shall have no seniority rights during the Employee's probationary period. Upon the successful completion of the probationary period the Employee's seniority will be calculated back to the Employee's date of hire.
- (c) A Probationary Employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Agreement.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 An Employee may be laid off because of shortage of work, shortage of funds, or because of the elimination of a position or classification or reduction in hours.
- 17.02 Both parties recognize that job security should increase in proportion to length of service. Accordingly, in the event of a layoff, employees shall be laid off by classification in reverse order of their seniority.
- 17.03 If an employee is laid off, they shall receive notice in writing.
- 17.04 (a) Retention Rights: In the event that an employee has received notice of layoff in writing, the Employer will, at the affected employee's request, which shall be presented within seven (7) days of the notice lay-off, transfer the employee to replace the least senior employee in the geographic area chosen by the employee and in a classification which is the most comparable, but not greater, taking into account the hourly rate, classification hours of work as defined in Article 19, and annual days worked; and for which the laid off employee is qualified and able to meet the requirements of the position.

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

- 1) Cape Breton County – former Northside-Victoria District
- 2) Cape Breton County – former Cape Breton District
- 3) Victoria County South
- 4) Victoria County North of Smokey

- (b) Where a laid off employee chooses to transfer into a geographical area, and the least senior employee in the relevant classification holds a position in a different geographic region, the least senior employee in the classification shall be subject to layoff and the least senior employee in the relevant classification and the geographic area into which the laid off employee is being transferred, shall be displaced.
 - (c) When a laid off employee is exercising retention rights into a classification, the laid off employee shall be transferred into the position of the least senior employee in the classification who holds a position within the requested geographic region.
- 17.05 The parties agree that, in the event any displaced employees are forced into positions at fewer hours than they held for the current school year and are more senior than other employees in their classification who are in positions at greater hours, the parties will engage in consultation to attempt to minimize the adverse effect of the reduced hours on those employees. For greater certainty but not to limit the foregoing, this clause does not apply to employees who do not apply for available positions at equal or greater hours, or who voluntarily accept a position at fewer hours when positions at equal or greater hours were available to the employee.
- 17.06 Employees shall be recalled in the order of their seniority provided the employee has the required qualifications and ability to do their job. If there are CUPE members on recall in classifications and consideration is being given to contracting out the work of those some classifications, the Union will be given the opportunity for consultation.
- 17.07 No New Employees. No new employees will be hired until those laid off have been given an opportunity of recall pursuant to 17.04.
- 17.08 The Employer shall notify regular employees to be laid off ten (10) working days before the layoff is to become effective except in circumstances beyond the Employer's control. For the purposes of notice, it shall be sufficient if the Employer provides to the employees at the beginning of each school year a copy of the current school year calendar which shall identify and provide notice as to the specific times of the Christmas and March Break(s), the last day of school, as well as all school days in which students are not required to be in attendance during the current school year. All other lay-offs must be in accordance with Article 17.03.

- 17.09 The Employer shall first offer any casual or temporary work to laid off employees who are qualified and able to fill the position. It shall be the laid off employee's responsibility to identify to the Employer his/her qualifications and abilities for any classification to which he/she wishes to be called for casual work and the sites for the positions he/she would be willing to fill. It shall also be the employee's responsibility to provide the Employer with an up-to-date telephone number.
- 17.10 Any laid-off regular employees performing casual work shall receive the regular benefits and rate of pay for the position occupied.

ADVANCE NOTICE OF LAY OFF

Notwithstanding Article 17.06 – Layoff and Recall, the Employer shall provide the Union at least thirty (30) calendar days' notice of reductions which may result in the permanent layoff of any Regular Full-Time or Part-time Employee in the bargaining unit.

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

ARTICLE 18 - POSTINGS AND STAFF CHANGES

18.01 Job Postings

The Employer shall notify the Union of all CUPE postings. Postings will be available for a period not less than seven (7) days, inclusive of the day of posting and the day of closing.

- (1) Posting shall contain nature of position, required knowledge and education, ability and skills, shifts and wage rates. The notice may also stipulate that other related duties may be assigned. Members of CUPE Local 5050 in the employ of the Board shall be given priority in filling all vacancies within the bargaining unit provided they possess the necessary qualifications. Potential employees: The Employer agrees to acquaint potential employees with the fact that a collective agreement is in affect by including on job postings a reference to the Union and a link to the relevant collective agreement.
- (2) Once the Employer has received the applications from Employees, the regular employee shall have the right to transfer, provided the Employee has the necessary qualifications and seniority, into the classification in which the vacancy has arisen, or related classifications, and such transfers may be carried out without the requirement for any further posting of the vacancy.

- (3) External applicants for positions will only be considered if there are no qualified bargaining unit applicants. For clarity, applications of present regular and regular part-time employees shall be processed first.
- (4) In situation in which there are layoffs and/or multiple displacements in classifications other than Teacher Assistant, Early Childhood Educator, and Lead Early Childhood Educator, the employer and the union may agree to post a round of vacancies through a Classification Transfer Meeting in accordance with Article 18.04(4)(b).
- (5) The Employer will provide the Union with the name, position, and worksite(s) of all new employees hired into CUPE permanent positions, covered by the collective agreement upon completion of the posting.

18.02

(1) Job Postings – Temporary Vacancies

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

(2) Job Postings – Term Positions

Term positions shall be posted and filled in accordance with Article 8.14 and 8.15 and are available to casual employees only.

18.03 Role of Seniority in Job Postings

(a) Both parties recognize:

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

Therefore, in filling positions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability.

(b) Notwithstanding Article 18.03(a), in filling positions for Assistive Technology Support Workers, Lead Early Childhood Educators, Parent Navigators and Child and Youth Practitioners, appointment shall be made of the applicant with the greatest required qualifications, experience, skills and ability; provided however, that where qualifications, experience, skills and ability are relatively equal, the applicant with the greater seniority shall be appointed. An applicant may be required to undergo testing and/or interviews to assess whether they have the greatest qualifications, experience, skills and ability.

(c) The parties recognize the need and benefit of diversity in the workplace and school system. As such, the Union and the Employer commit to collaboratively work towards improving employment equity to reflect our diverse student population. Notwithstanding any other provision of this Agreement, the Employer may designate up to four (4) positions in any given year.

18.04 - Procedures for the Classification of Teacher Assistants, Early Childhood Educators and Lead Early Childhood Educators

Notwithstanding the provisions of this Collective Agreement, unless otherwise stated, the following shall apply to the reassignment, transfer, lay-off, job postings and staff changes involving each of the classifications of Teacher Assistants, Lead Early Childhood Educators and Early Childhood Educators.

1. The Employer shall determine the number of reassignments that are required to occur for the following school year as well as any increase or decrease in each of the classification complements and the Union shall be notified of the foregoing.
2. In the event of any decrease in positions as determined by the Employer, an equal number of employees in each classification shall be subject to lay-off based on the least senior employed in the classification being laid off in reverse order of seniority.
3. Reductions to school staff results in the displacement of the least senior employees in each classification at the school.
4. a) Upon completion of the procedures laid out in 18.04 (2) & (3) above, there will be one voluntary transfer list for each classification, open only to those permanent employees employed in the classification, followed by the Forced list both of which shall be completed by June 15th. At the discretion of the employer, the voluntary transfer list and the forced list may be completed in the form of one Classification Transfer Meeting in each classification open to all permanent employees employed in the classification.

b) Procedures followed for a Classification Transfer Meeting shall be as follows:

- 1) Meetings will be scheduled for each classification in which displacements occur, and the scheduled meetings will be open only to regular employees within that classification who are displaced or who are interested in moving within that classification. Laid off and casual employees are not eligible to attend these meetings.
- 2) Employees attending these meetings should know their hire date and hire date order so that it can be verified at the meetings.
- 3) At the meeting, each employee who attends must register before entry and will be given a number which represents their seniority within the classification.
- 4) A list of available positions will be provided in advance and will be available at the meeting. These positions will be filled first by announcement at the meeting and interested employees must indicate their interest by raising their number. The employee with the highest seniority will be awarded the position and any fall down vacated by an employee will go to the bottom of the available position list to be filled in the meeting.
- 5) Once an employee has been awarded the position, the employee cannot change their mind and can move only if they are the most senior applicant for a subsequent vacancy.
- 6) Employees who miss a position that they may be interested in may not exercise their seniority to bump another employee out of a position which the other employee has been awarded.
- 7) Employees who remain displaced at the end of this meeting will be forced into remaining vacant positions on the basis of seniority.

5. Following the completion of the forced process in June, any remaining vacant positions in each classification shall be posted on or prior to August 17th and shall be filled based on the following priority:

firstly, by any members of the classification who remain displaced from the June staffing, in order of seniority.

secondly, the employer may have a voluntary transfer list open only to permanent or laid off members of the classification, followed by a forced list.

thirdly, posted to the union in accordance with posting provisions as per Article 18.

6. Employees newly hired to fill RN, LPN or Male designated teacher assistant positions must commit to three years in positions designated as such. Should the designated position to which they have been hired lose its designation prior to the three-year commitment being served, the employee must apply to positions with the same designation on the voluntary and forced lists to obtain a designated position. If there are fewer such designated positions than employees available, the most senior employee may apply to postings as per Article 18 and must apply for designated positions in each subsequent posting until the balance of their commitment has been served.

7. Any employee laid off in accordance with the provisions of Article 18.04(2) shall be entitled to exercise their rights pursuant to Article 17 of this Agreement (Layoff and Recall) or shall notify the employer, in writing, that he/she wishes to renege this right.

8. During the school year, should a student who has been primarily assigned a Teacher Assistant relocate to another school within the CBVRSB:

i. the affected Teacher Assistant shall be offered the opportunity to be reassigned to the other school for the remainder of the school year for the purposes of continuity with the student or shall choose to take casual employment for the remainder of the school year or

ii. the affected Teacher Assistant may displace the least senior Teacher Assistant in the school who either follows the student to the other school or takes casual employment for the remainder of the school year.

At the end of this temporary assignment, the affected Teacher Assistant shall revert back to their previous school for the staffing process (18.04).

9. During the school year, should a student who has been assigned to a Teacher Assistant relocate outside of the Board jurisdiction (eg. Halifax) or if it otherwise becomes necessary to displace Teacher Assistance support from a school due to a reduction in student need:

i. the affected Teacher Assistant shall choose to take casual employment for the remainder of the school year or

ii. may displace the least senior Teacher Assistant in the school who will then be reassigned to casual employment for the remainder of the school year

At the end of this temporary assignment, the affected Teacher Assistant shall revert back to their previous school for the staffing process (18.04).

10. Notwithstanding Article 18.04 (8) & (9), if the student who has relocated requires a LPN, RN or male designated Teacher assistant, the affected Teacher Assistant must follow the student or take casual employment for the remainder of the school year.

11. Notwithstanding Article 18.04 (8) & (9), if the least senior Teacher Assistant occupies an LPN, RN or male designated position, the next least senior Teacher Assistant shall be displaced to either follow the student or to casual employment for the remainder of the school year.

12. During the school year, should it become necessary to displace a Lead Early Childhood Educator or Early Childhood Educator from a school due to a reduction in programs or enrolment, the affected Lead Early Childhood Educator or Early Childhood Educator shall;

- i) choose to take casual employment within their classification for the remainder of the school year.
- ii) choose to displace the least senior employee within their classification in the school, who will then be reassigned to casual employment for the remainder of the school year.

At the end of this temporary assignment, the affected employee shall revert back to their previous school for the staffing process (18.04).

13. Notwithstanding the provisions of Article 18.04, the employer may exercise its rights in accordance with the following:

- i) The parties agree that there may be circumstances whereby the Employer, upon recommendation based on documentation from the Cape Breton-Victoria Regional Centre for Education Student Services Department, requests that a regular full-time teacher assistant remain with a student with special needs where a change has been deemed to cause serious detriment to the student. In these instances, the Board shall provide confirmation from the Coordinator of Student Services that they are in possession of sufficient medical documentation to support the request and Local 5050 shall comply with this request. The parties agree that there shall be up to three (3) requests per school per year.
- ii) Notwithstanding (i), the parties agree that additional circumstances may arise where a change has been deemed detrimental to a student and will be considered by the Employer and the Union on a case-by-case basis. In these such cases, where the Employer and the Union agree, the regular full-time Teacher Assistants shall remain with the student.
- iii) In the event that the exercise of subparagraph (i) of this MOA affects more than one Teacher Assistant within the same scenario, it shall constitute only one request under subparagraph (i).

14. Notwithstanding the provisions in this Agreement, the Parties agree that any vacancies or new positions created in the Teacher Assistant, Early Childhood Educator and Lead Early Childhood Educator classifications after August 17th of the school year shall be temporarily filled by the Employer in accordance with the provisions of this Agreement and such positions shall then become subject to the provisions of this Article 18.04 at the end of the school year in which the vacancy or new position arose.
- 15.
- (i) The Union may, at any Labour Management Committee meeting, request the Employer to provide an explanation as to why it has placed a required designation upon a TA/EPA position.
 - (ii) The Employer agrees to engage in a meaningful discussion with the Union respecting the confidentiality of the student in response to any questions posed pursuant to this article.

ARTICLE 19 - HOURS OF WORK

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

(1) Bus Drivers

- (i) Each Bus Driver will be paid a minimum of five (5) hours per day and a maximum of eight (8) hours per day, five (5) days per week.
- ii) A bus driver who normally parks the bus at home, the morning run shall be deemed to commence when the bus leaves its overnight resting spot and to end upon final student drop off at the school. The afternoon run shall be deemed to commence at the time of the first student pick up at the school and to end when the bus returns to its overnight resting spot.
- iii) A bus driver who normally picks up the bus at an assigned site other than his/her residence, the morning run shall be deemed to commence upon leaving the assigned site, and to end upon return to the assigned site. The afternoon run shall be deemed to commence upon leaving the assigned site and ends upon return to the assigned site.

iv) The Bus Driver's minimum five hours shall include a total of thirty (30) minutes per day for Utility Review Board inspections, including pre-trip inspections, clean up and washing of bus, and transport to bus garage for regular maintenance.

(v) If Bus Drivers start the bus runs from their residences and the buses have to be left at the garage between runs the Board will agree to provide transportation to Bus Drivers, or agree upon an alternative method of transportation between the Drivers and the Regional Centre, satisfactory to the Driver, Board, and Local Union. If Drivers are required to remain at the garage while their buses are being serviced, they will be paid for this time at the applicable rate of pay. If the Employer removes the bus from the driver's residence, then the Employer will be responsible to return the bus to the Driver's residence.

(vi) Extra-curricular runs

School Bus Drivers may be employed between or after regular school runs for extra-curricular trips that use Cape Breton-Victoria Regional Centre for Education buses. Drivers will be compensated at the bus driver's straight time rate or a pre-determined per diem rate only. Extra-curricular runs will be defined as field trips and sports trips. An availability list will be posted, and employees will indicate willingness to participate by signing their names to the list. Runs will be given out in such a way as to equitably distribute the hours. Payment for these extra-curricular trips shall be through the regular payroll system and will be subject to all benefits and deductions as per the Collective Agreement. The Regional Centre shall recover the cost by billing the school. All buses owned by the Cape Breton-Victoria Regional Centre for Education used to transport students of the Cape Breton-Victoria Regional Centre for Education shall be driven by CUPE Local 5050 school bus drivers.

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

(2) Maintenance Personnel

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

(3) Secretarial, Clerical and Accounting Staff

Minimum of six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(4) Cleaners

Minimum of five (5) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(5) Head Custodian

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

(6) Teacher Assistants

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

(7) Supervisor Cleaner

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

(8) Security and Grounds

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

(9) Head Mechanic

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

(10) Lead Head Mechanic

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

(11) Mechanic

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

(12) Bus Driver with Additional Duties

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

(13) Head Bus Driver

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

- (14) Lunch, Bus & Ground Supervisor
A minimum of three (3) hours per day, five (5) days per week.
- (15) Library Technician
Six (6) hours per day, five (5) days per week.
- (16) System Library Technician
Six and one-half (6½) hours per day, five (5) days per week.
- (17) Inventory Control Clerk (Property Services)
A minimum of six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five days per week.
- (18) Inventory Clerk (Transportation)
A minimum of six and one-half (6 ½) hours per day to a maximum of eight (8) hours per day, five days per week.
- (19) Custodians
Not less than three (3) hours and no more than eight (8) hours per day, five (5) days per week.
- (20) Student Support Worker
Eight (8) hours per day, five (5) days per week.
- (21) Systems Administrator
Eight (8) hours per day, five (5) days per week.
- (22) Computer Technician
Eight (8) hours per day, five (5) days per week
- (23) Summer Work – Cleaning
Hours of work shall be a minimum of four (4) hours per day to a maximum of eight (8) hours per day, five (5) days per week.

(24) Summer Work – Roofing/Painting/General Maintenance

Hours of work shall be a minimum of eight (8) hours per day to a maximum of twelve (12) hours per day to a maximum of forty (40) hours per week.

(25) Bus Assistant Supervisor

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

(26) Child and Youth Practitioner

A minimum of seven (7) hours per day, five (5) days per week.

(27) Parent Navigator

A minimum of seven (7) hours per day, five (5) days per week.

(28) Lead Early Childhood Educator

A minimum of seven (7) hours per day, five (5) days per week.

(29) Early Childhood Educator

A minimum of six (6) hours per day, five (5) days per week.

19.02 Working Schedule

The hours and days of work of each employee, if they are to be changed, shall be posted in an appropriate place at least one (1) week in advance. This working schedule shall be subject to emergencies and overtime and each employee shall receive two (2) consecutive days off except in the event of an emergency, overtime, or summer roofing and/or painting. In the event of mutual agreement between the employer and the employee, the one-week advance notice per that employee is waived.

19.03 Break Periods

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

19.04 Employees who work three (3) hours or more and less than six (6) consecutive hours per day will be entitled to one fifteen (15) minute break as designated by the Employer and one-half (1/2) hour or one (1) hour unpaid lunch break per day. Employees who work less than three (3) hours per day are not entitled to a break.

- 19.05 All meal and rest periods must be used at the designated time(s).
- 19.06 In-services and training, including technology and upgrading, scheduled by the Employer shall be deemed work at the Employee's regular straight-time rate of pay.
- 19.07 The Employer will pay the cost of training, including wages and benefits at the appropriate rate of pay to any employee who, as a condition of employment, is required to be trained and certified in First Aid and/or CPR.
- 19.08 When the employee has to work during the night, there will be a four (4) hour rest period before going in for the regular shift. Employees shall be compensated for their regular shift and there shall be no extension of the employee's day because of the delayed start.

ARTICLE 20 - OVERTIME

- 20.01 All pre-authorized time worked by a regular employee beyond the hours of work as defined in Article 19, the regular scheduled work week or on a holiday, shall be considered as overtime.
- 20.02 Overtime rates shall apply to all hours beyond those set out in Article 19 on the following basis:
 - (1) On a scheduled work day, time and one-half hours.
 - (2) On a Statutory Holiday, double time in addition to holiday pay.
 - (3) Saturday for all hours worked, time and one-half.
 - (4) Sunday, double time for all hours worked.
 - (5) Overtime shall be equitably shared among all employees having regard to ability to perform the work required. For bus drivers, a list each year shall be made up of drivers willing to take extra runs as per article 19.01.
- 20.03
 - (a) An Employee who is called out to work outside his/her regular working hours in unusual or emergency circumstances shall receive a minimum of four (4) hours of pay at the Employee's regular rate of pay or the applicable overtime rate on hours worked, whichever is the greater. A subsequent callout within four (4) hours of the time of the first call will not result in additional pay unless time worked exceeds 4 hours.
 - (b) For greater certainty Article 20.03 does not apply to additional bus runs which fall within the hours of work in Article 19.01.

- 20.04 Overtime compensation for all Regular Full Time and Regular Part Time Employees shall be paid unless both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and mutually agree when time off is to be taken. The time off is to be equivalent to time paid at the overtime rate.
- 20.05 A meal will be provided or a meal reimbursement of up to twenty dollars (\$20) will be paid if an Employee is required to work overtime for a period of longer than two (2) hours beyond an eight (8) hour day providing the overtime was not scheduled.
- 20.06 The maximum amount of overtime that can be accumulated and banked by an employee at any given time shall be limited to eighty (80) hours calculated on the basis of straight time pay.

ARTICLE 21 - HOLIDAYS

21.01 Regular Full-time and Regular Part-time Employees, employed on a twelve (12) month per year basis, shall be entitled to (in accordance with this Article), the following paid Holidays:

- | | |
|--|----------------------------------|
| (a) New Year's Day | (i) Truth and Reconciliation Day |
| (b) Nova Scotia Heritage Day (3 rd Monday in February) | (j) Thanksgiving Day |
| (c) Good Friday | (k) Remembrance Day |
| (d) Easter Monday | (l) Christmas Day |
| (e) Victoria Day | (m) Boxing Day |
| (f) Canada Day | (n) New Years Eve (p.m.) |
| (g) First Monday in August | (o) Christmas Eve (p.m.) |
| (h) Labour Day | |

21.02 Regular full-time employees and regular part-time Employees, employed on a ten (10) month per year basis, shall be entitled to (in accordance with this Article) the following Holidays:

- (a) New Year's Day
- (b) Nova Scotia Heritage Day
(3rd Monday in February)
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Truth and Reconciliation Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) New Years Eve (p.m.)
- (l) Christmas Eve (p.m.)

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

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

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

ARTICLE 22 – VACATIONS

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

- After one (1) year three (3) weeks
- After seven (7) years four (4) weeks
- After fourteen (14) years five (5) weeks
- After twenty (20) years six (6) weeks' vacation

provided that the employee has completed twenty (20) years of service and is in his/her year of retirement. Employees shall not continue to earn vacation credits while on unpaid leave of absence, or layoff.

Notwithstanding the above, pursuant to Article 23.10 (d), when an Employee is in receipt of temporary earnings replacement benefits under the Workers Compensation Act their vacation pay or entitlement shall continue to be paid during the first twelve (12) months as if the Employee was actively at work. After twelve (12) months absence on WCB, no further vacation benefit will accrue.

- 22.02 The vacation year shall run from January 1st of one year to December 31st of the same year. Normally, vacation is earned in one vacation year and taken during the following vacation year. Subject to Article 22.03, vacation shall be taken in the year in which it becomes owing to the employee and shall not be carried over from year to year. Vacation entitlement for those employees with less than one (1) year service shall be pro-rated the following year.
- 22.03 *Preference in Vacations* - Vacations shall be granted on the basis of seniority within the department to which the employee belongs. Vacations are normally to be taken during the months of July and August, however, where shops are closed down those Employees shall take their vacations during this time. Any remaining vacation time shall be used at a time mutually agreed to by the Employer and Employee. An employee entitled to three (3) weeks annual vacation or more may, upon receiving approval from the Employer, bank up to a maximum of twenty (20) work days annual vacation. The banked vacation together with their regular scheduled vacation, shall be taken within the following year at the rate of pay prevailing when the vacation is taken.
- 22.04 Requests for vacation must be submitted in writing by Employees to their Immediate Supervisor at least four (4) weeks in advance of the period(s) requested. The proper functioning of the Employer's operations will be considered by the Employer in scheduling vacation periods and changes to same may be necessary to meet the Employer's operational requirements. The Employer will endeavor to give affected Employees as much advance notice as possible of a change.
- 22.05 If a paid Holiday falls or is observed during an employee's vacation period, the employee shall be permitted an additional vacation day with pay at a time mutually agreed upon between the employee and the Employer.
- 22.06 No vacation shall be taken during the month(s) of September to June, except by mutual agreement between an Employee and the Employer.
- 22.07 Preference in scheduling vacation shall be given to senior Employees; an Employee can only use his/her seniority in preference over other Employees for one period of vacation during the annual vacation year.

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

| | |
|---------------------------|-----|
| Up to one (1) year | 4% |
| After one (1) year | 6% |
| After seven (7) years | 8% |
| After fourteen (14) years | 10% |
| After twenty (20) years | 12% |

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

ARTICLE 23 - SICK LEAVE

- 23.01 (a) Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the Workers' Compensation Act. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from duty due to illness or injury as described above.
- (b) All employees will be covered by the *Nova Scotia Workers Compensation Act*. An employee prevented from performing their regular work with the Employer because of an occupational accident, which is covered by Workers Compensation, shall be entitled to use their accumulated sick leave credits for the first two days following the compensable injury.
- 23.02 (a) Upon successful completion of his/her probationary period, an Employee will earn sick leave credits at the rate of one and one half (1-1/2) days per month for a total of eighteen (18) days per year for twelve (12) month employees and fifteen (15) days per year for ten (10) month employees to a maximum sick leave accumulation of one hundred and seventy (170) days for twelve (12) month employees one hundred and seventy (170) days for ten (10) month employees. Ten (10) month employees who work during the summer months in their own classification shall be entitled to earn sick leave credits at the rate of one and one-half (1.5) days per month of service.
- (b) Employees shall not continue to earn sick leave while on unpaid leave of absence, layoff, or if the employee has been on workers compensation for a period of ninety (90) days.

23.03 In this Agreement:

- (1) An Employee who is on sick leave prior to vacation due to illness or injury shall be entitled to continue to receive sick leave and have their vacation rescheduled.**
- (2) An Employee is not entitled to receive sick leave when he/she is on vacation, holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement.**

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

23.04 In all cases of illness or injury, an Employee must notify his/her Immediate Supervisor immediately.

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

23.06 When an employee works fifty percent (50%) of their regular work day hours plus one-half hour, no sick leave credit(s) will be deducted.

23.07 Fraudulent application for, or use of, sick leave shall be grounds for discipline, up to and including dismissal by the Employer.

23.08 (1) An Employee is entitled to receive sick leave with pay where he/she has an illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the Worker's Compensation Act in accordance with 23.01.

(2) For any illness an Employee shall be required to complete an Employee Sick Leave Form, attached hereto as Appendix "B", immediately upon his/her return to work.

(3) The Employer may at any time require any Employee to undergo, at the Employer's expense, a medical or optical examination by a qualified professional mutually agreed upon by the Employer and the Union, with a view to ascertaining the Employee's fitness to carry on with or resume the Employee's regular work. If a qualified professional cannot be mutually agreed upon, the professional shall be chosen pursuant to the procedure in 23.08(5) below. It is understood that any Employee will not lose any wages as a result of these requirements.

- (4) In the event of any employee required to drive a Regional Centre vehicle, failing to pass an examination by the Employer's medical or optical examiner, the Employer agrees to give full consideration to any certificate presented by such employee from any licensed physician, medical or optical examiner, indicating any opinion contrary to the Employer's medical or optical examiner. It is understood that an employee will not lose any wages as a result of these requirements.
- (5) No Agreement on Result of Examination: In the event that the Employer's medical examiner and the Employees medical examiner disagree as to the Employee's fitness to work, then a third doctor, mutually agreed upon by the parties hereto, at the Employer's expense, shall be asked to examine the Employee and give his opinion as to the Employee's fitness to work and his/her decision will be accepted by the parties hereto provided however that should the parties fail to agree upon the appointment of a third doctor or optician, then either party may request the Minister of Health of Nova Scotia to appoint such a doctor.

23.09

Workers Compensation

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-up") of pay (excluding the first two (2) days following a compensable injury) up to a maximum of ninety-five (95%) of the net pre-accident pay. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers Compensation benefits. The value of such top-up shall be pro-rated and charged against accrued sick leave provided that the accrued sick leave balance is not less than the equivalent of five (5) sick leave days for the applicable classification. Such top-up shall expire once the accrued sick leave hours reach the minimum threshold described above and the employee shall be paid only the Workers Compensation benefits.
- b) Should this collective agreement contain specific language that entitles an employee to accrue sick leave benefits while in receipt of Workers Compensation benefits, then such accrual will only be available to the employee upon his/her return to active employment and cannot be used to supplement (top-up) the current WCB claim. Should the collective agreement be silent on the accrual of sick leave while on WCB, then the process as outlined in a) above shall prevail.
- c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation Benefits.

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

NOTE: The parties agree that existing language in the Local Agreement will respect to cost sharing of relevant premiums while an employee is in receipt of Workers Compensation will be maintained.

ARTICLE 24 - LEAVES

24.01 Bereavement Leave

1. For death of Employees' spouse, common law spouse, same sex partner, child, fiancé, step-child, parent, guardian, step-parent, father-in-law, mother-in-law, common law father-in-law, common law mother-in-law, son-in-law, common law son-in-law, daughter-in-law, common law daughter-in-law, grandparent, brother, sister, legal dependent or grandchild a leave of five (5) working days with pay shall be granted. The five (5) days must be used within ten (10) calendar days of the date of the death.
2. For the death of the Employees brother-in-law, sister-in-law, common law brother-in-law, common law sister-in-law, a leave of three (3) working days with pay shall be granted. The three (3) days must be used within ten (10) calendar days of the date of the death.
3. For the death of an aunt, uncle, niece or nephew, a leave of one (1) day with pay (if scheduled to work) shall be granted. The day of leave shall be any one of the date of death, a day of the wake or the day of the funeral.
4. An Employee who must travel outside Cape Breton Island for a death in the immediate family as per 24.01(1) and (2) shall receive one (1) extra day with pay for travel. An Employee who must travel outside the Province for a death in the immediate family as per 24.01(1) and (2) shall receive two (2) extra days pay for travel.
5. Where the internment or memorial service is not held within the allotted days immediately following the death of a family member as defined in 24.01(1) & 24.01(2), in the event that there is subsequently an internment or memorial service which falls on a work day, the employee shall be entitled to bank one of the days referred to in Article 24.01(1) and (2) above and take the day at a

later time for the purpose of attending the service. Further provided that the day is taken within six (6) months of the death.

ARTICLE 24.02 - PREGNANCY AND/OR PARENTAL LEAVE

24.02 (i) Pregnancy Leave

The Employer shall not terminate the employment of an Employee because of the employee's pregnancy. An Employee who is pregnant and/or gives birth shall be granted leave as follows:

- a) Upon application of the Employee, a pregnancy leave of absence of up to sixteen (16) consecutive weeks shall be granted.
- b) The employee shall no later than the fifth (5th) month of pregnancy forward to the Director of Human Resources, or designate, a written request for pregnancy leave on such form as is established by the Employer.
- c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- d) Pregnancy leave shall begin on such date as the Employee determines, but no sooner than twelve (12) weeks preceding the expected date of delivery, and not later than the date of delivery.
- e) Pregnancy leave shall end on such date as the Employee determines, but not later than sixteen (16) weeks following the date of delivery, nor sooner than six (6) weeks after the date of delivery unless in the written opinion of a legally qualified medical practitioner chosen by the Employee, a shorter period is sufficient.
- f) An employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of pregnancy leave granted in accordance with this Article, may be granted sick leave in accordance with the provisions of Article 23 (Sick Leave).
- g) Pregnancy leave shall be unpaid, subject to the provisions of this Article with respect to Pregnancy Leave Allowance.

24.02 (ii) Pregnancy Allowance

- a) An Employee entitled to pregnancy/maternity leave under the provisions of this Agreement, and who has completed the probationary period required under Article 16.04, who provides the Employer with proof that they have applied for and is eligible to receive employment insurance (EI) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance as a Supplementary Employment Benefit (SEB).
- b) Employees on pregnancy leave shall be entitled to the following benefit:
 - (i) seventy-five percent (75%) of the employee's weekly rate of pay during the EI waiting period.
 - (ii) where the employee has served the waiting period in (i) the employees weekly EI benefit will be topped up to ninety-three (93%) of the employee's weekly salary for one (1) additional week.
 - (iii) the employee's weekly EI benefit will be topped up to ninety-three percent (93%) of the employee's weekly rate of pay up to a maximum of five (5) additional weeks.
 - (iv) Parental allowance pursuant to Article 24.02(v) up to an additional ten (10) weeks
- c) The total combined weeks in (i), (ii), (iii) and (iv) above shall not exceed seventeen (17).
- d) While an employee is in receipt of pregnancy allowance (SEB), the Employer shall continue to pay its' share of the group benefits as per the Nova Scotia Education Common Services Bureau (NSECSB) CUPE Employee Plan and the Employer's share of the pension plan contributions based on the amount of the pregnancy allowance during the period of pregnancy leave.
- e) While an employee is receiving the pregnancy allowance (SEB), seniority shall be deemed to be continuous.

24.02 (iii) Parental Leave following Pregnancy Leave

- a) A birth parent who has taken pregnancy leave in accordance with 24.02(i) shall be entitled to an unpaid parental leave of absence of up to sixty-one (61) weeks in total for the purposes of caring for the newborn child/children.
- b) The request for Parental Leave following pregnancy leave shall be made at the same time the employee requests pregnancy leave.

- c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave:
 - i. shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work, and;
 - ii. shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the Employee in their approved application for pregnancy parental leave.

- d) In the event an employee requests a parental leave pursuant to 24.02(iii) and due to exceptional circumstances wishes to return to work before the completion of the leave, the Employer shall return the employee to their original position, provided the position has not been filled on a term or one-year vacancy basis, upon the Employee providing one (1) month's notification. In the event the position has been filled on a term or one-year basis, the employer shall place the employee in a suitable vacant position consistent with the employee's qualifications or shall provide casual work where available for the remainder of the original leave.

24.02 (iv) Parental/Adoption Leave

- (a) An Employee who becomes a natural or adoptive parent of one or more children, but is not the Birth Parent, shall be entitled to parental leave of absence of up to seventy-seven (77) weeks upon written application to the Director of Human Resources, or designate, on such form as is established by the Employer. A parental leave under this Article may be taken at any time during the first seventy-eight (78) weeks after the date of birth or, in the case of an adoption, the date of adoption but must not extend beyond seventy-eight (78) weeks from the birth of the child.

- (b) A natural parent shall submit the application of parental leave form, as provided by the Employer, to the Director of Human Resources, or designate, at least six (6) weeks prior to the commencement of such leave, provided that the six (6) week period shall be waived or reduced in exceptional circumstances. The form shall include the date that the Employee will begin the leave and the date the Employee will return to work.

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

- (d) Parental leave shall be unpaid, subject to the provisions of this article with respect to parental allowance.
- (e) In the event an employee requests a parental leave pursuant to 24.02(iii) and due to exceptional circumstances wishes to return to work before the completion of the leave, the Employer shall return the employee to their original position, provided the position has not been filled on a term or one-year vacancy basis, upon the Employee providing one (1) month's notification. In the event the position has been filled on a term or one-year basis, the employer shall place the employee in a suitable vacant position consistent with the employee's qualifications or shall provide casual work where available for the remainder of the original leave.

24.02 (v) Parental Allowance

- (a) An Employee entitled to parental leave who provides the Employer with proof they have applied for and are eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid a parental allowance as a Supplementary Employment Benefit (SEB).
- (b) Employees on parental leave, including adoption leave, shall be entitled to the following benefit:
 - i. seventy-five percent (75%) of the employee's weekly rate of pay if an employee serves the EI waiting period.
 - ii. the Employee's weekly EI benefit will be topped up to ninety-three percent (93%) of the employee's weekly rate of pay up to a maximum of ten (10) additional weeks in accordance with the following:
 - 1. where the Employee is in receipt of Standard EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay.
 - 2. where the employee is in receipt of Extended EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay.
- (c) While an employee is receiving the parental leave allowance (SEB), the Employer shall continue to pay its' share of the group benefits as per the Nova Scotia Education Common Services Bureau (NSECSB) CUPE Employee Plan and the Employer's share of the pension plan contributions based on the amount of parental leave allowance during the period of parental leave.

(d) While an employee is receiving parental allowance (SEB), seniority shall be deemed to be continuous.

(e) In the event both parents of the child are members of the bargaining unit, this SEB entitlement shall apply only to one (1) employee.

24.02 (vi) Return to work from Pregnancy/Parental Leave

When an employee returns to work upon the expiry of the periods referenced in this article, the Employer shall permit the employee to resume work:

- (a) In the position held by the employee immediately before the leave began, or where the position no longer exists, in a comparable position with not less than the same wage and benefits and in compliance with CUPE Local 5050 Collective Agreement.
- (b) With no loss of seniority or benefits accrued to the commencement of the leave.

24.02 (vii) Supplementary Employment Benefits Program

Pregnancy Allowance and Parental Allowance paid pursuant to this Article is understood to be a Supplemental Employment Benefits (SEB) Program for unemployment caused by pregnancy or the birth or adoption of a child and will be in place for as long as such program continues to be approved by the Canada Employment and Insurance Commission, as amended from time to time. For the purpose of this article:

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

The following leaves are applicable only to those employees who have completed their probationary period:

24.03 Additional Leave

- (i) The Employer shall grant up to a maximum of five (5) days leave per year with pay necessitated by a serious illness of a spouse, common law spouse, same sex partner, child, step-child, parent, parent-in-law, guardian, step-parent, brother, sister, legal dependent or grandchild of the employee, provided that it shall be entirely within the discretion of the Employer to determine what constitutes serious illness and the Employer shall be entitled to call for medical evidence in support of any claim for leave based on serious illness. This shall include out-of-town medical appointments.**

- (ii) The Employer may grant a leave of absence with pay for one (1) day per year to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer.**

- (iii) The employer may grant a leave of absence with pay for up to three (3) days per year, to be deducted from the employee's sick leave bank, for good and sufficient cause, including but not limited to:**
 - (a) serious household emergencies such as flood, fire, ice or wind damage impacting the employee's residence.**

 - (b) to attend medical appointments with immediate family members as listed in 24.03(i) above. Employees may be required to provide appointment confirmation where requested.**

 - (c) such other reason for good and sufficient cause as the Regional Centre deems appropriate.**

24.04 Leave of Absence

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

- (2) Upon the receipt of a written request, a leave of absence without pay and without loss of benefits shall be granted to Employees who have been duly nominated or appointed to attend executive and/or committee meetings of CUPE and its affiliates.**

- (3) The Employer may grant a leave of absence of up to one (1) year without pay and without benefits for good and sufficient reasons to any Employee requesting such a leave in writing. During such leave the Employees will retain his/her seniority so long as the leave does not exceed 20 working**

days. For clarity, no seniority shall be accrued for a leave which exceeds 20 consecutive working days.

- (4) Upon return to the Employer after an approved leave of absence the Employer will make every reasonable effort to return the Employee to the same or similar position.
- (5) The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between his normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay. This does not apply to Employees on leaves of absence or Employees on suspension without pay.
- (6) An Employee may be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his/her employment qualifications.
- (7) While an Employee is on a leave of absence, he/she shall pay the Employer's share of all fringe benefits in addition to the Employees share.
- (8) In the event that an Employee is accused of an offence which requires a court appearance, he/she shall be entitled to leave of absence without pay.
- (9) In the event the Board wishes to have an Employee upgrade his/her job qualifications, the total cost for tuition, books, materials, accommodations, if required, etc., shall be paid for by the Board.
- (10) The Employer recognizes the right of an Employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits so the Employee may be a candidate in federal, provincial, or municipal elections.
- (11) An Employee who is elected to Public Office, within the context of (10) of this article, shall be allowed leave of absence without pay and benefits for up to four (4) years.
- (12) An Employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and benefits for up to two (2) years.
- (13) No seniority shall accumulate to an Employee under (11) and (12) but an Employee shall retain his or her seniority as of the effective date of the leave of absence.

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

24.06 Educational Leave
An Employee shall be granted time off with pay and without loss in seniority and benefits to write job-related examinations as required by the Employer or receive training as required by the Employer to upgrade his/her qualifications.

24.07 Where water testing certification/recertification is required of a CUPE employee, the Employer will be responsible for training costs.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 The wages set out in Appendix "A" shall be calculated as of the date of the signing of this Agreement.

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

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

(ii) The Employer shall pay professional license fees for any Employee who, as a condition of employment, requires a professional certification.

25.04 Subject to Article 17, Lay-off and Recall and Article 19, Hours of Work:

1. Bus Drivers shall be paid one hundred and ninety-five (195) days, per school year plus holidays.
2. Ten-month Clerical Staff and Teacher Assistants shall be paid One Hundred and Ninety-five (195) days plus holidays; and
3. Ten-month Custodians shall be paid two hundred and twenty (220) days including holidays.
4. Lunch Bus Grounds Supervisors shall be paid the equivalent of three (3) In-Service days per year at a minimum of 4-hour sessions.

25.05 Relief Pay

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

25.06 Lead Hand Rate of Pay

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

ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY

26.01 Occupational Health & Safety and Violence in the Workplace

The Employer, the Union and all Employees agree to cooperate in the prevention of incidents and in the promotion of a safe and healthy work environment. All parties agree to comply with all applicable provisions of the *Nova Scotia Occupational Health and Safety Act and Regulations* (OH&S Act) and/or any relevant provisions under the *Nova Scotia Environment Act and Regulations*. All parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual Employees.

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

1. Through its Occupational Health and Safety Committees, both at the worksite and regionally, the Employer will work with the Union to regularly review policy, procedures, and guidelines to address injuries and hazards in the workplace including those resulting from violence.
2. It is the role of the workplace Occupational Health and Safety Committees to review workplace injuries and incidents. The Regional Occupational Health and Safety Committee if applicable or the Labour Management Committee shall have the mandate to review trends and statistics and make recommendations for region-wide responses to concerns.
3. The Employer agrees to have a current violence risk assessment for all worksites in accordance with the OH&S Act. The violence risk assessment will include but will not be limited to:
 - violence that has occurred in the workplace in the past
 - violence that is known to occur in similar workplaces
 - the circumstances in which work takes place
 - the interactions that occur in the course of performing work
 - the physical location and layout of the workplace
 - any specific factors recommended by the workplace_Joint Occupational Health and Safety Committee.

The Violence Risk Assessment will be updated as required by the OH&S Act.

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

5. The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace that includes:
 - (a) The workplace Violence Prevention Plan
 - (b) Recognition of warning signs and/or triggers for violence
 - (c) Techniques to identify and de-escalate situations with the potential for violence
 - (d) How to summon help in the event of an incident of violence
 - (e) How to exit an unsafe situation

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

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

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

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

Employees who suffer workplace absences as a result of domestic violence will, after exhausting any paid leave provisions under the Provincial *Labour Standards Code* with respect to domestic violence, be able to access any appropriate paid leave provisions within the Regional Collective Agreement should such paid leave provisions exist. Should all paid leave provisions be exhausted, employees may request unpaid leave.

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

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

ARTICLE 27 - TRAVEL ALLOWANCE

- 27.01 All employees covered by this Agreement who are required by the Employer to travel shall be reimbursed for meals and accommodation (if required), at the prevailing rate of the travel policy for Regional Centre Employees.
- 27.02 Employees required to use their vehicles for business of the Employer shall be paid for such travel at the prevailing rate of the travel policy for Regional Centre Employees.
- 27.03 ECE Employees shall receive a travel allowance as per the travel policy if they leave the school during the workday to pick up supplies and immediately return the supplies to the school.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

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

Classifications shall not be eliminated without the union receiving at least ninety (90) days notice.

When the duties in any classification are significantly changed such that either party believes the position has become incorrectly classified, the rate of pay shall be subject to negotiations between the Employer and the Union. Such process shall be commenced by way of a written letter of dispute submitted to the Director of Human Resources or Local Union President outlining the significant change to the duties. The Employer and Union agree that any disputes concerning standardized provincial classifications shall be referred to the Classification Review Committee.

Classification Review Committee

While recognizing the right of each individual Employer to determine and establish classification(s) within its own Region/CSAP, the Employer also recognizes the value of maintaining the standardized provincial classifications and wage rates.

- a. The Classification Review Committee will consist of a maximum of one CUPE employee and a maximum of one management employee from each Region/CSAP as well as a spokesperson for CUPE and an Education and Early Childhood Development spokesperson for the Employers.

- b. When a classification is referred to the committee the Employer shall provide the job description and wage rate (as implemented within the Region/CSAP) to the members of the Classification Committee a minimum of fourteen (14) calendar days in advance of the meeting.
- d. When there are one or more classifications to be considered, the Classification Review Committee will meet with the purpose of reviewing and, where possible, determining the appropriate wage rate for the classification(s) as presented.
- e. Such review and determination, where possible, is limited to considering:
 - a. required duties.
 - b. standardized title; and
 - c. the appropriate wage rate
- f. Nothing herein prevents the Employer from implementing a new or significantly changed classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.
- g. Should the Classification Review Committee reach consensus on a different wage rate
 - for existing classifications, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of the written letter of dispute submitted to the Director of Human Resources or the Local Union President.
 - for a new classification, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of implementation of the new classification.
 - for both existing and new classifications, if the wage rate is less than the implemented wage rate, it shall be implemented effective the first day of the next pay period following the Classification Review Committee decision or the decision of the Arbitrator.
- h. Should the Classification Review Committee not reach consensus on a wage rate it may be referred to arbitration for final determination by a mutually agreed upon arbitrator. Prior to any arbitration the parties may participate in mediation through the Department of Labour, Skills and Immigration.

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

The arbitration costs will be shared equally between the parties.

ARTICLE 29 - JOB SECURITY

- 29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union Employees. The Employer reserves the right to subcontract, transfer, lease, assign, or convey such work in whole or in part, but agrees that no such action will be taken during the term of this Agreement.
- 29.02 In the event the Employer enters into an agreement with a corporation, person or other entity, with respect to a school to be owned and operated by that corporation, person or entity, the Employer shall agree with such corporation, person or other entity that Employees in the bargaining unit will provide custodial and general maintenance service at such school.
- 29.03 Except as otherwise covered by this Agreement, persons who are not members of the bargaining unit shall not work in any job which is included in the bargaining unit, except for instruction of employees, or in emergencies when regular employees are not available for work.
- 29.04 The operation of all cafeterias shall fall outside the scope of the bargaining unit. Without limiting the generality of the foregoing, as it relates to existing or new cafeterias, the Employer shall be permitted to rent or lease the cafeterias to third party users/operators or the school itself in which the cafeteria is located or otherwise be permitted to operate the cafeterias or use them as they see fit.
- 29.05 Notwithstanding other provisions of Article 29, in the event of the development of a community hub, the employer and the union agree to enter into negotiations to determine the nature and extent of the work to be assigned to the bargaining unit within the Hub.

ARTICLE 30 - PRESENT CONDITIONS

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

ARTICLE 31 - CLOTHING ALLOWANCE

- 31.01 (a) All Maintenance Personnel as defined in Article 19.01 (2), , Head Custodian, Custodian, Computer Technician, Inventory Control Clerk, and System Administrator shall be provided with two (2) pair of work pants and two (2) work shirts annually. All Mechanics, including Head Mechanics, Lead Head Mechanics, Bus Drivers with Additional Duties, and Motor Vehicle Body

Repairers shall be provided with coveralls as required. Employees required to go on the highway to repair buses, shall be provided with rain gear for inclement weather.

- (b) Cleaner, Lunch/Bus/Ground Supervisors and Bus Assistant Supervisors will receive an annual clothing allowance of one hundred (\$100.00) dollars per year which shall be paid by the last pay of September of each year to employees employed in these classifications on that date.

31.02 The Employer shall provide one (1) pair of approved safety footwear per year to each employee in the : Maintenance, Mechanic and Inventory Control Clerk classifications, and Custodians.

31.03 Bus Drivers

The Employer agrees to provide regular bus drivers with one (1) set of coveralls or rain gear. The old one to be turned in before a new one is issued. The driver to determine which item to be provided.

ARTICLE 32 - TOOL ALLOWANCE

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

32.02 System Administrators and Computer Technicians shall receive a fifty (\$50.00) dollar tool allowance per year and reimbursement for up to an additional \$50.00 per year, for tool purchases upon provision of a receipt.

ARTICLE 33 - EMPLOYEE BENEFITS

The standardized hour requirement and waiting period for all participating employers will become 15 hours or more per week and a 3-month waiting period. Subject to the foregoing, the eligibility requirements as they currently exist for all participating employers is not impacted by this agreement. With reference to the standardized hours and waiting period, enrollment to the benefit plan will be reopened to any employees that may now be eligible.

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

33.01 All new Employees of the Employer shall join the pension plan. The Employer and the Employees shall make equal contributions of five percent (5%) of gross earnings.

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

33.03 The Employer agrees to pay sixty-five percent (65%) of the major medical coverage. The Employer agrees to cover the 65% of cost share benefits when employees are off on sick leave for three (3) months.

33.04 Notwithstanding Articles 33.02 and 33.03, Employees who are working Ten (10) months of the year shall pay both the Employer and Employee portion of the premiums outlined in Articles 33.02 and 33.03 during the two (2) months when the Employee is not working for the Employer. It is understood that there will be no invoice for July and August but employees shall pay their medical benefits for July and August over the ten (10) months in which they are working.

33.05 Copies of Agreement

The cost of printing the Collective Agreement shall be shared equally between the parties. If possible, it is to be done in the Memorial Print Shop under the jurisdiction of the Cape Breton-Victoria Regional Centre for Education.

33.06 Joint Benefit Committee

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

Board by resolution has agreed to participate in Provincial Health Benefits Plan anticipated to be put in place by the Nova Scotia Education Common Services Bureau for the benefit of CUPE workers and other unionized workers throughout the Province presently working for Regional Centres.

ARTICLE 34 - GENERAL CONDITIONS

34.01 If an employee is unable to enter the place of work because of the building being closed due to unfit occupancy, weather conditions or quarantine, the employee is to receive days' pay.

34.02 The personnel records of an employee shall not be shared in any manner with any other employer or agency without prior written consent of the employee concerned, except in such cases as required by law.

34.03 Closures due to Order of an Official Body:

- (1) Employees shall not suffer a loss of salary and benefits if their workplace is temporarily closed to their classification because of an order by an Official Body for reasons of health, security and/or safety
- (2) In such circumstances, the Employer may:
 - (i) assign an employee to work within their classification at an alternate work location having regard to the proximity of the employee's original work location.
 - (ii) assign an employee to work within their classification from home or assign other duties within the employee's skillset and qualifications which may include training and professional development.

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

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

ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM

- 35.01 During the term of this Agreement, the Employer agrees to pay 65% of the premium for an Employee Assistance Plan. The remaining 35% of the cost of the plan shall be paid by the employees covered by the plan.

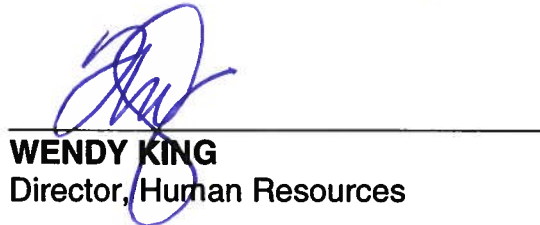
ARTICLE 36 - NO STRIKE NO LOCK OUT

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

Signed at Sydney, Nova Scotia, this 21st day of August, 2023.

**CAPE BRETON-VICTORIA
REGIONAL CENTRE FOR EDUCATION**


SUSAN KELLEY
Regional Executive Director


WENDY KING
Director, Human Resources

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


NELSON SCOTT
President


Recording Secretary

APPENDIX A: WAGES

1. Wages will be adjusted as follows:
 - a. April 1, 2021: 1.5%
 - b. April 1, 2022: 1.5%
 - c. April 1, 2023: Classification adjustments as listed below
 - d. April 1, 2023: 3%
 - e. March 31, 2024: 0.5%

2. The following classification adjustments will be applied effective April 1, 2023 immediately before the 3% increase on the same day:
 - a. \$2.50 adjustment to the Trades Classifications as defined in Article 5 below;
 - b. A \$2.00 adjustment to minimum wage classifications as defined in Article 6 below;
 - c. A \$0.50 adjustment to all bus driver classifications (Bus Driver, Head Bus Driver, and Bus Driver with Additional Duties);
 - d. A \$1.00 adjustment to classifications for which the top of the wage scale remains under \$20.00 per hour after the first two years of economic adjustments (1.5%, 1.5%)
 - e. No employee will receive an adjustment under both 2 and 4 of this list, meaning that a minimum wage employee who receives the \$2.00 adjustment but remains under \$20 will not receive an additional \$1.00 adjustment.

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

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

5. For the purposes of this Appendix A, Trades Classifications shall include:
 - a. Tradespersons
 - b. Mechanics
 - c. Lead Head Mechanic
 - d. Head Mechanic
 - e. Apprentices (maintain differential with the trades)

6. For the purposes of this Appendix A, Minimum Wage Classifications shall include:
 - a. Lunch Bus Grounds Supervisors
 - b. Bus Assistant Supervisors

Wage Table

| Classification | March 31, 2021 Expired Rate | April 1, 2021 1.5% | April 1, 2022 1.5% | October 1, 2022 Min. wage increases | April 1, 2023 Wage Adjustment | April 1, 2023 3% | March 31, 2024 0.5% |
|---------------------------------------|------------------------------------|---------------------------|---------------------------|--|--------------------------------------|-------------------------|----------------------------|
| Accounting Clerk Finance | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Accounting Clerk HR | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Apprentice Year 1 | \$19.76 | \$20.06 | \$20.36 | \$20.36 | \$22.86 | \$23.54 | \$23.66 |
| Apprentice Year 2 | \$20.98 | \$21.29 | \$21.61 | \$21.61 | \$24.11 | \$24.84 | \$24.96 |
| Apprentice Year 3 | \$22.22 | \$22.55 | \$22.89 | \$22.89 | \$25.39 | \$26.15 | \$26.28 |
| Apprentice Year 4 | \$23.46 | \$23.81 | \$24.17 | \$24.17 | \$26.67 | \$27.47 | \$27.61 |
| Assistive Technology Support Worker | \$23.16 | \$23.51 | \$23.86 | \$23.86 | \$23.86 | \$24.58 | \$24.70 |
| Building Specialist | \$25.14 | \$25.52 | \$25.90 | \$25.90 | \$25.90 | \$26.68 | \$26.81 |
| Building Technician | \$22.21 | \$22.54 | \$22.88 | \$22.88 | \$22.88 | \$23.57 | \$23.69 |
| Building Technician (Safety & Paint) | \$22.95 | \$23.29 | \$23.64 | \$23.64 | \$23.64 | \$24.35 | \$24.47 |
| Bus Assistant Supervisor | \$12.83 | \$13.14 | \$13.55 | \$13.60 | \$16.50 | \$17.00 | \$17.08 |
| Bus Driver | \$24.14 | \$24.50 | \$24.87 | \$24.87 | \$25.37 | \$26.13 | \$26.26 |
| Bus Driver with additional duties | \$22.58 | \$22.92 | \$23.26 | \$23.26 | \$23.76 | \$24.48 | \$24.60 |
| Child & Youth Care Practitioner | \$23.16 | \$23.51 | \$23.86 | \$23.86 | \$23.86 | \$24.58 | \$24.70 |
| Cleaner | \$16.82 | \$17.07 | \$17.33 | \$17.33 | \$18.33 | \$18.88 | \$18.97 |
| Computer Technician | \$24.80 | \$25.17 | \$25.55 | \$25.55 | \$25.55 | \$26.32 | \$26.45 |
| Custodian | \$19.36 | \$19.65 | \$19.95 | \$19.95 | \$20.95 | \$21.57 | \$21.68 |
| ECE Casual | \$18.76 | \$19.04 | \$19.33 | \$19.33 | \$20.33 | \$20.94 | \$21.04 |
| ECE Level 1 | \$18.76 | \$19.04 | \$19.33 | \$19.33 | \$20.33 | \$20.94 | \$21.04 |
| ECE Level 2 | \$19.57 | \$19.86 | \$20.16 | \$20.16 | \$20.16 | \$20.77 | \$20.87 |
| ECE Level 3 | \$21.04 | \$21.36 | \$21.68 | \$21.68 | \$21.68 | \$22.33 | \$22.44 |
| General Labourer | \$16.56 | \$16.81 | \$17.06 | \$17.06 | \$18.06 | \$18.60 | \$18.70 |
| General Maintenance | \$21.92 | \$22.25 | \$22.58 | \$22.58 | \$22.58 | \$23.26 | \$23.38 |
| Head Bus Driver | \$24.68 | \$25.05 | \$25.43 | \$25.43 | \$25.93 | \$26.70 | \$26.84 |
| Head Custodian | \$20.22 | \$20.52 | \$20.83 | \$20.83 | \$20.83 | \$21.46 | \$21.56 |
| Head Mechanic | \$27.61 | \$28.02 | \$28.44 | \$28.44 | \$30.94 | \$31.87 | \$32.03 |
| Inventory Clerk | \$22.21 | \$22.54 | \$22.88 | \$22.88 | \$22.88 | \$23.57 | \$23.69 |
| Inventory Control Clerk | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Lead ECE | \$24.15 | \$24.51 | \$24.88 | \$24.88 | \$24.88 | \$25.63 | \$25.75 |
| Lead Head Mechanic | \$29.95 | \$30.40 | \$30.86 | \$30.86 | \$33.36 | \$34.36 | \$34.53 |
| Library Technician | \$23.45 | \$23.80 | \$24.16 | \$24.16 | \$24.16 | \$24.88 | \$25.01 |
| Lunch Bus Grounds Supervisor (CBVRCE) | \$12.83 | \$13.14 | \$13.55 | \$13.60 | \$16.50 | \$17.00 | \$17.08 |
| Mechanic | \$26.66 | \$27.06 | \$27.47 | \$27.47 | \$29.97 | \$30.86 | \$31.02 |
| Parent Navigator | \$25.73 | \$26.12 | \$26.51 | \$26.51 | \$26.51 | \$27.30 | \$27.44 |

| | | | | | | | |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|
| School Secretary | \$22.52 | \$22.86 | \$23.20 | \$23.20 | \$23.20 | \$23.90 | \$24.02 |
| Secretary I | \$25.26 | \$25.64 | \$26.02 | \$26.02 | \$26.02 | \$26.80 | \$26.94 |
| Security/Grounds | \$16.25 | \$16.49 | \$16.74 | \$16.74 | \$17.74 | \$18.27 | \$18.36 |
| Student Support Worker | \$22.91 | \$23.25 | \$23.60 | \$23.60 | \$23.60 | \$24.31 | \$24.43 |
| System Administrator | \$28.37 | \$28.80 | \$29.23 | \$29.23 | \$29.23 | \$30.10 | \$30.25 |
| System Library Technician | \$26.79 | \$27.19 | \$27.60 | \$27.60 | \$27.60 | \$28.43 | \$28.57 |
| Teacher Assistant | \$21.04 | \$21.36 | \$21.68 | \$21.68 | \$21.68 | \$22.33 | \$22.44 |
| Teacher Assistant LPN | \$22.57 | \$22.91 | \$23.25 | \$23.25 | \$23.25 | \$23.95 | \$24.07 |
| Teacher Assistant RN | \$24.37 | \$24.74 | \$25.11 | \$25.11 | \$25.11 | \$25.86 | \$25.99 |
| Tradesperson | \$26.66 | \$27.06 | \$27.47 | \$27.47 | \$29.97 | \$30.86 | \$31.02 |

Supervisor cleaner \$0.50 more per hour than cleaner rate

*Those employees working in any one of the specific classifications set forth below whose wage rate(s) as of April 1, 2007 exceeded the agreed upon standardized wage rate(s) set forth in Appendix "A", shall be "green-circled" meaning that the present incumbent only will continue to receive the higher wage rate and negotiated economic increases while employed in the same classification or in the event of an involuntary transfer unrelated to performance, disciplinary demotion or bumping rights.

- BLDSPC01—Building Specialist
- GN MN 01—General Maintenance
- GNLBR—General Laborer
- LIBTEC01—Library Technician

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

APPENDIX B – EMPLOYEE SICK LEAVE FORM

**CAPE BRETON-VICTORIA REGIONAL CENTRE FOR EDUCATION
EMPLOYEE SICK LEAVE FORM**

Name of Employee _____ Employee # _____

Address of Employee _____

Employee Classification _____

Date of Illness _____

Time/Date Employee Called Supervisor _____

Date Returned to Work _____

Treated by Doctor Yes No Name of Family Doctor: _____

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

Other relevant comments _____

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

Date Employee Signature

Supervisor's comments _____

Medical Documentation Requested Yes No

Date Supervisor Signature

Supervisor Copy Payroll Copy Employee Copy

APPENDIX C - RETIREMENT/SEVERANCE/DEATH BENEFIT/LONG SERVICE

All Service Benefit accruals cease March 31, 2015. The salary/hourly rate used to calculate the Service Benefit is the salary on the date of retirement. All years of service up to the day of retirement will be taken into account in determining whether the employee meets the applicable minimum years of service eligibility. As described above:

Employees will have the option to elect a one-time option of an early payout ("the Service Payout") of the Service Benefit available in this article. The Service Payout will be based on service accrued to March 31, 2015. The salary used to calculate the Service Payout will be that in effect on March 31 2018. Despite the requirement for consecutive years of service in this article, an eligible employee with service up to March 31, 2015 may be eligible for a Service Payout based on service up to March 31, 2015. Where an employee makes the election to receive the one-time Service Payout option, they cease to be eligible to receive any severance award with respect to their service.

The Service Payout will occur within 90 days of signing of the Local collective agreement.

The Service Benefit is frozen as of March 31, 2015 and no new employee hired after April 1, 2015 will be eligible for the Service Benefit pursuant to this article. If an employee does not elect a Service Payout the salary used to calculate the award upon retirement is the salary/hourly rate at time of retirement.

The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the Public Services Sustainability (2015) Act, and that this shall in no way be construed as the union accepting or in any way admitting to the constitutionality of Bill 148 in whole or in part.

APPENDIX D - IMMEDIATE SUPERVISOR POSITIONS

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

| <u>Classification</u> | <u>Immediate Supervisor</u> |
|---|---|
| General Labourer, Tradespersons, Building Technician/Building Specialist, Inventory Control Clerk | Managers of Operations |
| General Maintenance, Head Custodians, Custodians, Cleaners | Managers of Operations |
| Bus Drivers, Bus Drivers with Additional Duties, Head Bus Drivers, Inventory Clerk, Bus Assistant Supervisors | Manager of Transportation |
| Systems Administrator, Computer Technician | Manager of Operations (Technology) |
| Mechanics, Head Mechanics, Lead Head | Manager of Transportation |
| Lunch/Bus/Ground Supervisor; Teacher Assistants Student Support Workers, Security and Grounds | Principal or Principal's Designate of school of employment |
| Accounting Clerks (Finance) | Coordinator of Finance and Accounting |
| Secretary I | Coordinator of Department Working Within |
| Account Clerks (HR) | Coordinator of Human Resources |
| Transportation Secretary | Manager of Transportation |
| Secretary (Central Office) | Coordinator of Department Working Within |
| Library Technicians, System Library Technician | Coordinator of Programs |
| School Secretaries | Principal or Principal's Designate of school of employment |

MEMORANDUM OF AGREEMENT #1

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050
AND
CAPE BRETON VICTORIA REGIONAL CENTRE FOR EDUCATION**

Employee Long-Term Absences

In any situation where a regular employee has been absent from work for a period in excess of thirty-six (36) months due to sickness or disabilities, and there is no definite return date known (which shall remain the responsibility of the employee to provide to the employer), the position shall be posted. The posting shall refer to this *Memorandum of Agreement* regarding Long Term Absences.

In the event the regular employee returns to work and the employee's position no longer exists the employee will exercise retention rights as per Article 17 - Layoff and Recall, or in the case of a TA following the processes of Article 18.04.

Long Term Absences – Teacher Assistants, Early Childhood Educators and Lead Early Childhood Educators

In the event that a Teacher Assistant, Early Childhood Educators or Lead Early Childhood Educator returns to work after the June staffing process is concluded and in accordance with this Article, the Teacher Assistant, Early Childhood Educators or Lead Early Childhood Educator will be offered casual employment for the remainder of the school year. At the end of this temporary assignment the affected Teacher Assistant, Early Childhood Educators and Lead Early Childhood Educator shall return to her/his school for the staffing process. In the event that the regular Teacher Assistant, Early Childhood Educators or Lead Early Childhood Educator returns to work and his/her position no longer exists, the Teacher Assistant, Early Childhood Educators or Lead Early Childhood Educator shall be displaced. In the event of a reduction in the number of Teacher Assistants, Early Childhood Educators or Lead Early Childhood Educator at the school, the least senior Teacher Assistant, Early Childhood Educators or Lead Early Childhood Educator shall be displaced.

I, **NELSON SCOTT**, President of CUPE Local 5050, hereby agree to the provisions of this correspondence.

DATED this 21st day of August, 2023



NELSON SCOTT
President

I, **WENDY KING**, Director of Human Resources, hereby agree to the provisions of this correspondence.

DATED this 21st day of August, 2023



WENDY KING
Director of Human Resources

MEMORANDUM OF AGREEMENT #2

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050
AND
CAPE BRETON VICTORIA REGIONAL CENTRE FOR EDUCATION**

PENSION BENEFITS

The Employers and the CUPE Local 5050 agree:

1. To establish a working group composed of three RCE representatives as well as a pension representative and four representatives appointed by CUPE to discuss the following:
 - a. A process, including enrollment eligibility based on pension plan and collective agreement provisions, and funding for new hires into the CUPE bargaining unit enrolling into the NSECSB Defined Benefit pension plan on a go-forward basis.
 - b. A process, including enrollment eligibility based on pension plan and collective agreement provisions, for CUPE members to enroll into the NSECSB pension plans on a go-forward basis.
 - c. To explore a process for converting past service into the NSECSB defined benefit pension plans.
2. The subcommittee will commence no later than 90 days from the signing of the April 1, 2021 – March 31, 2024 agreement or at a mutually agreed upon time.
3. The working group will compile recommendations to be presented to the parties six months prior to the expiration of this agreement.

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

DATED this 21st day of August, 2023



NELSON SCOTT
President

I, **WENDY KING**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this 21st day of August, 2023



WENDY KING
Director of Human Resources

Memorandum of Agreement #3:

MEMORANDUM OF AGREEMENT ON WAGE HARMONIZATION

BETWEEN:

The Canadian Union of Public Employees Union, Local 5050

(“the Union”)

And

Cape Breton Victoria Regional Centre for Education

(“the Employer”)

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

AND WHEREAS the Parties are in agreement to a wage harmonization process that will result in the Regular Hourly Rate of pay (not including the value of benefits, pension or vacation in the comparative calculations), for each qualified classification moving to the highest Regular Hourly Rate of pay, for the same or substantially similar classification across the Province’s eight (8) education entities;


The Parties Agree as Follows:

1. No later than July 1, 2023 the Classification and Review Committee as contained in this agreement will meet to agree on what the Regular Hourly Rate of pay of each qualified classification should harmonize to, based on the following:
 - a. Identify a proper comparator classification from a Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly titled jobs perform identical work, and not all job titles match precisely to one another) which the parties agree has the highest Regular Hourly Rate of pay in the Province’s eight (8) education entities. The job description and/or job posting, including the Regular Hourly Rate of pay will be provided to the committee no later than 14 calendar days in advance of the meeting.

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

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

DATED this *21st* day of *August, 2023*



NELSON SCOTT
President

I, **WENDY KING**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this *21st* day of *August, 2023*



WENDY KING
Director of Human Resources

MEMORANDUM OF AGREEMENT #4

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5050 AND CAPE BRETON VICTORIA REGIONAL CENTRE FOR EDUCATION

REDEPLOYMENT

The Employers and CUPE Locals agree:

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

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

6. The ability to speak and write fluently in French is a requirement for employment with the CSAP.

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

DATED this *21st* day of *August 2023*



NELSON SCOTT
President

I, **WENDY KING**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this *21st* day of *August 2023*



WENDY KING
Director Human Resources

Memorandum of Agreement #5:

BETWEEN:

The Canadian Union of Public Employees Union, Local 5050

(“the Union”)

And

Cape Breton Victoria Regional Centre for Education

(“the Employer”)

LETTER OF UNDERSTANDING

RE: Employment Equity

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

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

The Parties agree:

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

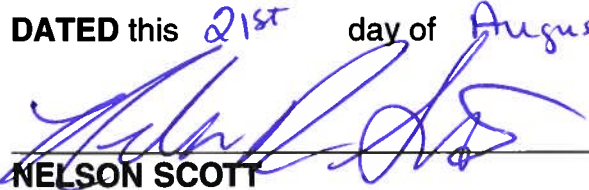
The typical stages in the implementation of an Employment Equity Program may include:

1. Agreement of the Employer and Bargaining Unit to conduct a self-identification survey.
2. The Employer will be responsible for the maintenance of the self-identification data.
3. Reporting of the statistical results of the self-identification survey.
4. Analysis of the results of the self-identification survey to compare the number of identified people in the bargaining unit with the identified peoples within the boundaries of the applicable RCE or CSAP.
5. Development of goals and timelines to eliminate the discrepancies in representation of identified peoples between the bargaining unit and the general population.
6. Joint education and training for all employees with respect to the implementation of the Employment Equity Program.
7. Training and development to foster advancement of all interested employees within the bargaining unit.
8. Recruitment of identified peoples.
9. Skills, qualifications, experience as selection criteria for vacant positions.
10. An annual review of the progress towards development of a representative population within the bargaining unit.
 - I. Notwithstanding any specific clauses contained in the Local Collective Agreement, an Education Entity may, in the job selection process for any position (permanent, part-time, etc.), give preference to a diverse applicant provided the applicant has the skills, qualifications, experience.
 - II. A participating Education Entity can only use the preference during the hiring process of up to one (1) position per twenty-five (25) job postings to a maximum of five (5) in a calendar year with the minimum of two being allowed in a calendar year. The participating Education Entity must notify the Union prior to filling an equity position and the Union may request the reasons for such designation. The posting of the position as an equity position means that external candidates can apply at the same time as internal candidates and the preference can be used to hire an external candidate. Additional applicants may be granted preference with the consent of the Union.

III. Both the Employer and the Union agree these positions will be designated when a regular vacancy occurs. A diverse internal employee shall be awarded a designated position prior to an external candidate. If an internal employee is awarded an equity position pursuant to this clause, then the resulting vacancy will be designated as an equity position and filled by a candidate external to the education entity. This resulting vacancy will not be considered as one of the equity positions pursuant to this clause. As among internal diverse candidates the Collective Agreement applies.

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

DATED this 21st day of August 2023



NELSON SCOTT
President

I, **WENDY KING**, Director of Human Resources, hereby agrees to the provisions of this correspondence.

DATED this 21st day of August 2023.



WENDY KING
Director Human Resources

APPENDIX A: WAGES

1. Wages will be adjusted as follows:
 - a. April 1, 2021: 1.5%
 - b. April 1, 2022: 1.5%
 - c. April 1, 2023: Classification adjustments as listed below
 - d. April 1, 2023: 3%
 - e. March 31, 2024: 0.5%

2. The following classification adjustments will be applied effective April 1, 2023 immediately before the 3% increase on the same day:
 - a. \$2.50 adjustment to the Trades Classifications as defined in Article 5 below;
 - b. A \$2.00 adjustment to minimum wage classifications as defined in Article 6 below;
 - c. A \$0.50 adjustment to all bus driver classifications (Bus Driver, Head Bus Driver, and Bus Driver with Additional Duties);
 - d. A \$1.00 adjustment to classifications for which the top of the wage scale remains under \$20.00 per hour after the first two years of economic adjustments (1.5%, 1.5%)
 - e. No employee will receive an adjustment under both 2 and 4 of this list, meaning that a minimum wage employee who receives the \$2.00 adjustment but remains under \$20 will not receive an additional \$1.00 adjustment.

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

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

5. For the purposes of this Appendix A, Trades Classifications shall include:

- a. Tradespersons
- b. Mechanics
- c. Lead Head Mechanic
- d. Head Mechanic
- e. Apprentices (maintain differential with the trades)

6. For the purposes of this Appendix A, Minimum Wage Classifications shall include:

- a. Lunch Bus Grounds Supervisors
- b. Bus Assistant Supervisors

Wage Table

| Classification | March 31, 2021 Expired Rate | April 1, 2021 1.5% | April 1, 2022 1.5% | October 1, 2022 Min. wage increases | April 1, 2023 Wage Adjustment | April 1, 2023 3% | March 31, 2024 0.5% |
|--------------------------------------|------------------------------------|---------------------------|---------------------------|--|--------------------------------------|-------------------------|----------------------------|
| Accounting Clerk Finance | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Accounting Clerk HR | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Apprentice Year 1 | \$19.76 | \$20.06 | \$20.36 | \$20.36 | \$22.86 | \$23.54 | \$23.66 |
| Apprentice Year 2 | \$20.98 | \$21.29 | \$21.61 | \$21.61 | \$24.11 | \$24.84 | \$24.96 |
| Apprentice Year 3 | \$22.22 | \$22.55 | \$22.89 | \$22.89 | \$25.39 | \$26.15 | \$26.28 |
| Apprentice Year 4 | \$23.46 | \$23.81 | \$24.17 | \$24.17 | \$26.67 | \$27.47 | \$27.61 |
| Assistive Technology Support Worker | \$23.16 | \$23.51 | \$23.86 | \$23.86 | \$23.86 | \$24.58 | \$24.70 |
| Building Specialist | \$25.14 | \$25.52 | \$25.90 | \$25.90 | \$25.90 | \$26.68 | \$26.81 |
| Building Technician | \$22.21 | \$22.54 | \$22.88 | \$22.88 | \$22.88 | \$23.57 | \$23.69 |
| Building Technician (Safety & Paint) | \$22.95 | \$23.29 | \$23.64 | \$23.64 | \$23.64 | \$24.35 | \$24.47 |
| Bus Assistant Supervisor | \$12.83 | \$13.14 | \$13.55 | \$13.60 | \$16.50 | \$17.00 | \$17.08 |
| Bus Driver | \$24.14 | \$24.50 | \$24.87 | \$24.87 | \$25.37 | \$26.13 | \$26.26 |

| | | | | | | | |
|---------------------------------------|---------|---------|---------|---------|---------|---------|---------|
| Bus Driver with additional duties | \$22.58 | \$22.92 | \$23.26 | \$23.26 | \$23.76 | \$24.48 | \$24.60 |
| Child & Youth Care Practitioner | \$23.16 | \$23.51 | \$23.86 | \$23.86 | \$23.86 | \$24.58 | \$24.70 |
| Cleaner | \$16.82 | \$17.07 | \$17.33 | \$17.33 | \$18.33 | \$18.88 | \$18.97 |
| Computer Technician | \$24.80 | \$25.17 | \$25.55 | \$25.55 | \$25.55 | \$26.32 | \$26.45 |
| Custodian | \$19.36 | \$19.65 | \$19.95 | \$19.95 | \$20.95 | \$21.57 | \$21.68 |
| ECE Casual | \$18.76 | \$19.04 | \$19.33 | \$19.33 | \$20.33 | \$20.94 | \$21.04 |
| ECE Level 1 | \$18.76 | \$19.04 | \$19.33 | \$19.33 | \$20.33 | \$20.94 | \$21.04 |
| ECE Level 2 | \$19.57 | \$19.86 | \$20.16 | \$20.16 | \$20.16 | \$20.77 | \$20.87 |
| ECE Level 3 | \$21.04 | \$21.36 | \$21.68 | \$21.68 | \$21.68 | \$22.33 | \$22.44 |
| General Labourer | \$16.56 | \$16.81 | \$17.06 | \$17.06 | \$18.06 | \$18.60 | \$18.70 |
| General Maintenance | \$21.92 | \$22.25 | \$22.58 | \$22.58 | \$22.58 | \$23.26 | \$23.38 |
| Head Bus Driver | \$24.68 | \$25.05 | \$25.43 | \$25.43 | \$25.93 | \$26.70 | \$26.84 |
| Head Custodian | \$20.22 | \$20.52 | \$20.83 | \$20.83 | \$20.83 | \$21.46 | \$21.56 |
| Head Mechanic | \$27.61 | \$28.02 | \$28.44 | \$28.44 | \$30.94 | \$31.87 | \$32.03 |
| Inventory Clerk | \$22.21 | \$22.54 | \$22.88 | \$22.88 | \$22.88 | \$23.57 | \$23.69 |
| Inventory Control Clerk | \$25.79 | \$26.18 | \$26.57 | \$26.57 | \$26.57 | \$27.37 | \$27.50 |
| Lead ECE | \$24.15 | \$24.51 | \$24.88 | \$24.88 | \$24.88 | \$25.63 | \$25.75 |
| Lead Head Mechanic | \$29.95 | \$30.40 | \$30.86 | \$30.86 | \$33.36 | \$34.36 | \$34.53 |
| Library Technician | \$23.45 | \$23.80 | \$24.16 | \$24.16 | \$24.16 | \$24.88 | \$25.01 |
| Lunch Bus Grounds Supervisor (CBVRCE) | \$12.83 | \$13.14 | \$13.55 | \$13.60 | \$16.50 | \$17.00 | \$17.08 |
| Mechanic | \$26.66 | \$27.06 | \$27.47 | \$27.47 | \$29.97 | \$30.86 | \$31.02 |
| Parent Navigator | \$25.73 | \$26.12 | \$26.51 | \$26.51 | \$26.51 | \$27.30 | \$27.44 |
| School Secretary | \$22.52 | \$22.86 | \$23.20 | \$23.20 | \$23.20 | \$23.90 | \$24.02 |
| Secretary I | \$25.26 | \$25.64 | \$26.02 | \$26.02 | \$26.02 | \$26.80 | \$26.94 |
| Security/Grounds | \$16.25 | \$16.49 | \$16.74 | \$16.74 | \$17.74 | \$18.27 | \$18.36 |

| | | | | | | | |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|
| Student Support Worker | \$22.91 | \$23.25 | \$23.60 | \$23.60 | \$23.60 | \$24.31 | \$24.43 |
| System Administrator | \$28.37 | \$28.80 | \$29.23 | \$29.23 | \$29.23 | \$30.10 | \$30.25 |
| System Library Technician | \$26.79 | \$27.19 | \$27.60 | \$27.60 | \$27.60 | \$28.43 | \$28.57 |
| Teacher Assistant | \$21.04 | \$21.36 | \$21.68 | \$21.68 | \$21.68 | \$22.33 | \$22.44 |
| Teacher Assistant LPN | \$22.57 | \$22.91 | \$23.25 | \$23.25 | \$23.25 | \$23.95 | \$24.07 |
| Teacher Assistant RN | \$24.37 | \$24.74 | \$25.11 | \$25.11 | \$25.11 | \$25.86 | \$25.99 |
| Tradesperson | \$26.66 | \$27.06 | \$27.47 | \$27.47 | \$29.97 | \$30.86 | \$31.02 |

Supervisor cleaner \$0.50 more per hour than cleaner rate

*Those employees working in any one of the specific classifications set forth below whose wage rate(s) as of April 1, 2007 exceeded the agreed upon standardized wage rate(s) set forth in Appendix "A", shall be "green-circled" meaning that the present incumbent only will continue to receive the higher wage rate and negotiated economic increases while employed in the same classification or in the event of an involuntary transfer unrelated to performance, disciplinary demotion or bumping rights.

BLDSPC01—Building Specialist

GN MN 01—General Maintenance

GNLBR—General Laborer

LIBTEC01—Library Technician

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



Cape Breton-Victoria Regional Centre for Education

275 George Street, Sydney, Nova Scotia B1P 1J7 Phone: 902-564-8293

Fax: 902-564-0123 (Education/H.R.) Fax: 902-562-6814 (Finance)

Website: www.cbvrce.ca

August 21, 2023

Nelson Scott
President, Local CUPE 5050

Dear Mr. Scott;

If a student's actions cause damage to the personal property of a TA, ECE, or Lead ECE, there is a general understanding that the employer bears responsibility to reimburse the employee for reasonable costs, to a maximum of \$100 per year, relating to drycleaning, repair or replacement of the damaged item.

If the union feels the employer is not responding in an appropriate manner to address the damage, the union shall bring the issue to the Labour Management Committee for discussion.

Sincerely,

Wendy King
Director of Human Resources

WK/lm



Cape Breton-Victoria Regional Centre for Education

275 George Street, Sydney, Nova Scotia B1P 1J7 Phone: 902-564-8293

Fax: 902-564-0123 (Education/H.R.) Fax: 902-562-6814 (Finance)

Website: www.cbvrce.ca

August 21, 2023

Nelson Scott
President, Local CUPE 5050

Dear Mr. Scott;

WITHOUT PREJUDICE/WITHOUT PRECEDENT

RE: Employment classification for Maurice Thomas and John (Bobby) Reid

Further to our discussion with respect to the above, I am writing to confirm that the status of the above-noted individuals who hold Red-Seal Certification as Sheet Metal Workers which is required in the course of their duties will be changed to Tradesperson from Building Specialist effective upon the date of signing of the Collective Agreement between the CUPE Local 5050 and the CBVRCE for the 2021-2024 term. For more certainty, wages for these employees in the Tradesperson classification will be effective on the date of signing of the Collective Agreement and will not be retroactive prior to that date.

Please note that this agreement is without prejudice/without precedent to any future recruitment or status of employees holding similar certification in either the Tradesperson and/or Building Specialist classification.

Yours Sincerely,

Wendy King
Director of Human Resources

WK/lm

