

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**

**AND –**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**

**April 1, 2015 to March 31, 2021**

<u>ARTICLE</u>	<u>PAGE</u>
Article 1	PREAMBLE & DEFINITION ..... 2
Article 2	MANAGEMENT RIGHTS ..... 3
Article 3	RECOGNITION AND NEGOTIATION ..... 4
Article 4	NO DISCRIMINATION ..... 4
Article 5	UNION MEMBERSHIP REQUIREMENT ..... 5
Article 6	CHECK-OFF OF UNION DUES ..... 5
Article 7	NEW EMPLOYEES ..... 6
Article 8	CORRESPONDENCE / COMMUNICATIONS ..... 6
Article 9	LABOUR-MANAGEMENT COMMITTEE ..... 7
Article 10	UNION REPRESENTATION ..... 8
Article 11	GRIEVANCE PROCEDURE ..... 8
Article 12	ARBITRATION ..... 11
Article 13	DISCHARGE, SUSPENSION AND DISCIPLINE ..... 12
Article 14	PROBATIONARY EMPLOYEES ..... 13
Article 15	SENIORITY ..... 14
Article 16	SUBSTITUTE EMPLOYEES ..... 15
Article 17	PROMOTIONS AND STAFF CHANGES ..... 16
Article 18	LAYOFFS AND RECALLS ..... 19
Article 19	HOURS OR WORK ..... 21
Article 20	BREAK PERIODS ..... 23
Article 21	OVERTIME ..... 23
Article 22	STORM DAYS AND NON-INSTRUCTION DAYS ..... 24
Article 23	HOLIDAYS ..... 25
Article 24	VACATIONS ..... 25
Article 25	SICK LEAVE PROVISIONS ..... 27
Article 26	PREGNANCY AND/OR PARENTAL LEAVE ..... 28
Article 27	LEAVES OF ABSENCE ..... 29
Article 28	EMPLOYEE BENEFITS ..... 31
Article 29	PAYMENT OF WAGES AND ALLOWANCES ..... 32
Article 30	HEALTH AND SAFETY ..... 32
Article 31	PROTECTIVE CLOTHING/TOOL REPLACEMENT ..... 32
Article 32	GENERAL CONDITIONS ..... 33
Article 33	PRESENT CONDITIONS AND BENEFITS ..... 34
Article 34	WORKERS' COMPENSATION ..... 34
Article 35	NO STRIKE OR LOCKOUT ..... 35
Article 36	RETIREMENT ..... 35
Article 37	MEDICAL, LICENSE AND EYE EXAMINATION ..... 35
Article 38	RESOLUTIONS AND REPORTS ..... 35
Article 39	TERM OF AGREEMENT ..... 35
Article 40	BENEFIT AND BINDING ..... 36
Article 41	JOB DESCRIPTIONS, CLASSIFICATION AND RECLASSIFICATION ..... 36
Article 42	TECHNOLOGICAL CHANGE ..... 36
Article 43	PUBLIC/PRIVATE PARTNERSHIP ..... 37
Article 44	PROFESSIONAL DEVELOPMENT FUND ..... 38
	WAGE APPENDICES APPENDIX A ..... 40
	MEMORANDUM OF AGREEMENT #1 - BUS DRIVERS ..... 41
	MEMORANDUM OF AGREEMENT #2 - SICK LEAVE PAYOUT ..... 42
	MEMORANDUM OF AGREEMENT #3 - EMPLOYEE WELLNESS/SICK LEAVE ..... 44
	MEMORANDUM OF AGREEMENT #4 - SUBSTITUTE EMPLOYEE SENIORITY ..... 45
	MEMORANDUM OF AGREEMENT #5 - PENSION CONTRIBUTIONS RATES & PLAN AMENDMENTS ..... 46
	MEMORANDUM OF AGREEMENT #6 - JOB SHARING AGREEMENT ..... 47
	MEMORANDUM OF AGREEMENT #7 - NEW CLASSIFICATIONS ..... 50
	MEMORANDUM OF AGREEMENT #8 - REDEPLOYMENT ..... 52
	MEMORANDUM OF AGREEMENT #9 - USE OF BUSES SCHOOL TRIPS ..... 54
	MEMORANDUM OF AGREEMENT #10 - RETIREMENT/SEVERANCE/DEATH BENEFIT/LONG SERVICE ..... 55

## **ARTICLE 1 – PREAMBLE & DEFINITIONS**

### **1.1 It is the purpose of both parties to this Agreement:**

- (a) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union, and provide good and adequate education facilities for the students and to provide a formal method for the adjustment of disputes between the parties.**
- (b) To maintain and improve harmonious relations and settle conditions of the employment between the Employer and the Union and to provide a formal method for the adjustment of disputes between the parties.**
- (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.**
- (d) To encourage efficiency in operations.**

### **1.2 In this Agreement:**

- (a) “Agreement” – means this Collective Agreement between the Regional Centre and the Union;**
- (b) Regional Centre– means the Tri-County Regional Centre for Education;**
- (c) “Substitute Employee” – means an employee who is employed on an occasional but non-regularly scheduled basis. Substitute employees normally work when Full-Time or Regular Part-Time employees are absent from work due to illness, vacation, Union business, bereavement leave, holidays or in cases of emergencies or other unforeseen circumstances. Substitute employees are covered by provisions of this agreement as indicated in Article 16;**
- (d) “Date of Hire” – means an Employee’s first day of work as a Regular Part-Time Employee or as a Full-Time Employee;**
- (e) “Day” – means a Working Day unless otherwise specified in this Agreement;**
- (f) “Employee” – means an Employee in the Bargaining Unit employed by the Regional Centre;**
- (g) “Employer” – means the Tri-County Regional Centre for Education;**
- (h) “Full-Time Employee” – means an Employee who is regularly scheduled to work in a position established by the Regional Centre as a Full-Time position, as established pursuant to Article 19;**
- (i) “Holiday” – means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement;**
- (j) “Probationary Employee” – notwithstanding Article 16.3 means an Employee during the period of one hundred and twenty (120) days of actual work from the Employee’s Date of Hire as a Full-Time Employee or as a Regular Part-Time Employee;**

- (k) “Regular Part-Time Employee” – means an Employee who is employed on a regularly scheduled basis but who works less than the hours scheduled per week for a Full-Time Employee;
- (l) Term Position – means a temporary position for a period of three (3) months up to but not to exceed thirty (30) months;
- (m) “Union” – means the Canadian Union of Public Employees, Local 964;
- (n) “Working Day” – means days exclusive of Saturdays, Sundays or Holidays;
- (o) “Year” – means the period commencing at 12:01 am on August 1 and ending at 11:59 pm on July 31;
- (p) “County” means the counties of Shelburne, Yarmouth and Digby.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 The Union and the Employees covered by this Agreement recognize and acknowledge that the Employer has the right to manage the Regional Centre’s system and any enterprise in which the Regional Centre is engaged. Without limiting the generality of the foregoing, the Employer has the right to:
- (a) Maintain order, discipline and efficiency;
  - (b) Subject to the provisions of this Agreement, hire, determine qualifications assign work, promote, demote, transfer, layoff, discipline for just cause any Employee covered by this Agreement;
  - (c) Make and alter, from time to time, rules and regulations to be observed by Employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be first discussed at a meeting of the Labour Management Committee;
  - (d) Determine the nature of the work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used; and
  - (e) Study or introduce new or improved methods or facilities, to determine the standard and quality of care to be provided, the extension, limitation, curtailment or cessation of operations in whole or in part, and all other matters concerning the operation of the Regional Centre’s services not specifically restricted in this Agreement.
- 2.2 The Employer and the Union agree that neither side will exercise their rights in an arbitrary, capricious or bad faith manner.
- 2.3 All Employees are hired by the Employer and may be assigned, from time to time, to respond to unforeseen or non-recurring situations, to a school, building or route which requires the Employee’s services.
- 2.4 The Union acknowledges that from time to time, schools and buildings may be used after normal school hours for various functions. The Employer has the right to use persons outside of the bargaining unit to perform, without payment, the incidental custodial duties associated with these functions. Where paid

custodial duties are required, such duties shall be performed by members of the bargaining unit at appropriate rates.

- 2.5 In order to provide as much job security to Employees in the Bargaining Unit as is possible and appropriate, the employer agrees that, during the term of this Agreement, no work or services presently performed by Employees shall be contracted out, transferred, leased or assigned in whole or in part, if such contracting out, lease, transfer or assignment would result in the lay-off, reduction of rates of pay, or reduction of scheduled hours of work of any Employee.
- 2.6 If there are CUPE members on recall in classifications and consideration is being given to contracting out the work of those same classifications, the Union will be given the opportunity for consultation.

### **(\*) ARTICLE 3 – RECOGNITION AND NEGOTIATION**

- 3.1 The Employer recognizes the Canadian Union of Public Employees, and its Local 964 as the sole and exclusive collective bargaining agent for all Full-Time, Regular Part-Time, Substitute, Bus Drivers, Building Operator, Building Specialist, Custodians, General Maintenance, Inventory Clerk, Janitors, Head Custodians, General Labourer, Apprentice Mechanics, Head Mechanics, Mechanics, Motor Vehicle Body Repairer, and Tradespersons of the Tri-County Regional Centre for Education, but excluding the Directors, Assistant Directors, Coordinators, Supervisors, Forepersons, Managers, Summer Students, and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section (2) of the Trade Union Act.
- 3.2 This Agreement applies to:
- (a) Full-Time Employees;
  - (b) Regular Part-Time Employees;
  - (c) Probationary Employees from the Date of Hire, except as otherwise provided for in this Agreement;
  - (d) Substitute Employees as provided for in Article 16.
- 3.3 No Employee shall be required or permitted to make a written or verbal agreement with the Centre for Education or its representatives, which may conflict with the terms of this Collective Agreement.
- 3.4 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.
- 3.5 The Union shall have the right at any reasonable time to have the assistance of a representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **(\*) ARTICLE 4 – NO DISCRIMINATION**

- 4.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement by reason of age, race, religion, creed, colour, ethnic or national origin, sex (unless there is a bona fide occupational qualification), marital status, physical or mental disability (unless there is a bona fide occupational qualification), nor by reason of their membership or activity in the Union, in accordance with the Human Rights Act (Nova Scotia).

**(\*) ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

5.1 All Employees of the Employer covered by this Agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing of the Union, within two months of appointment to a position.

**(\*) ARTICLE 6 – CHECK-OFF OF UNION DUES**

6.1 The Employer shall deduct from every Employee any monthly dues, initiation fees, or assessments levied by the Union.

6.2 Deductions shall be made from each pay commencing from the date of employment and shall be forwarded to the Secretary/Treasurer not later than the 15<sup>th</sup> day of the month, accompanied by two lists of the names and classifications of Employees from whose wages the deductions have been made. The Recording Secretary and President of the Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

6.3 The Employer agrees to put the Union dues deducted on the Employees' T-4 at the end of each year or any other legal requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.4 The Union shall advise the Employer in writing of any changes in dues or any assessments before the Employer shall make such deductions.

6.5 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.

6.6 Contact Information

- (a) The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.
- (b) The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave.
- (c) The Employee contact list will be provided twice per year in an electronic spreadsheet to the Union contact designated by the Local Executive.

6.7 Leave with Pay for Compliance with Union Legal Disclosure Requirements

The Employer will provide a reasonable amount of time for a leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

6.8 Disclosure and Leave for Dues Collection and Authorization

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

- (a) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 working days of each pay period.
- (b) Union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

## **ARTICLE 7 – NEW EMPLOYEES**

### **(\*)7.1 Potential Employees**

During the posting process, the Employer will advise potential Employees that a Union Collective Agreement is in effect and will inform them of the conditions of employment set out in the Articles dealing with Union Security and Dues.

### **(\*)7.2 New Employees**

On commencing employment in a position within the Bargaining Unit, the Employee's immediate supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

### **7.3 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, spare), start date and work location of all Employees hired into the Bargaining Unit. The Employer shall make every reasonable effort to provide such information prior to their first day of employment.

### **7.4 Orientation/Regular Meeting**

During orientation/regular staff meeting the Union will be given reasonable opportunity to make announcement to their members.

## **ARTICLE 8 – CORRESPONDENCE / COMMUNICATIONS**

8.1 Except where this agreement specifies that correspondence pass between specific individuals representing the Union and the Employer, wherever this Agreement requires correspondence between the Union and the Employer, such correspondence shall pass to and from the designated Employer representative(s) (the representative's identity will be identified on a current basis by the Employer) and Recording Secretary and the President of the Union.

### **8.2 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

### **8.3 Union Bulletin Boards**

The Employer will provide a union bulletin board in each worksite. These boards will be located in areas that are highly visible to employees.

**8.4 Information related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within a reasonable amount of time.

**ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

- 9.1 The Employer and the Union shall establish a Labour-Management Committee made up of not more than four (4) Employees appointed by the Union, and four (4) representatives appointed by the Employer.
- 9.2 By providing a forum for discussion, the Committee shall attempt to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining processes between the parties.
- 9.3 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and 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 the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.4 The Committee shall determine its own procedure by mutual agreement of the Parties.
- 9.5 The Committee may meet as deemed necessary at mutually agreeable times and places. The Party requesting the meeting will draft and forward an agenda to the other Party for additions and/or changes. Members of the Committee shall receive a notice and agenda for the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent at meetings of the Committee. The Employer will make every reasonable attempt to provide a replacement for Employee representatives on the Committee.
- 9.6 At each meeting, the Chair shall alternate between the Union and the Employer. At each meeting, the role of Secretary shall alternate between the Union and the Employer. When the Employer chairs the meeting, the Union will appoint the Secretary, and vice versa.
- 9.7 Minutes of each meeting of the Committee shall be prepared within five (5) days following the meeting and copies of the draft minutes shall be promptly distributed to the other members of the Committee, with a copy to the representative of the Union.
- 9.8 During the term of this agreement it will be the responsibility of the Committee to review annually the cost effectiveness and the coverage of the group benefits plan.
- 9.9 During the term of this agreement the Committee shall devote a minimum of one meeting annually to reviewing proposals and making recommendations for in-service training.
- 9.10 At each meeting 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.



**ARTICLE 10 – UNION REPRESENTATION**

- 10.1 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings without the proper authorization of the Union.
- 10.2 In this Agreement:
- (a) The Union may appoint a Collective Bargaining Committee which shall consist of not more than five (5) Employees, together with the representative of CUPE. 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 regular pay or other benefits for time spent in meetings with the Employer on negotiations for a new collective agreement. The bargaining committee of the Employer will not exceed five (5) persons.
  - (b) On a date upon which collective bargaining takes place, an Employee who is a member of the Bargaining Committee of the Union will not normally be required to work on that date even when collective bargaining does not take place during the Employee's regular working hours.
  - (c) Following notice to commence negotiations, the Employer shall, within two (2) weeks make available financial and actuarial information in their control, concerning pension and welfare plans pertaining to Employees in the Bargaining Unit, together with current information as to Employee's hours of work and remuneration and as to the location and size of buildings used by the Employer.
- 10.3 In this Agreement:
- (a) Upon 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.
  - (b) Upon the signing of this Agreement, the Employer shall provide the Union with a list in writing of supervisory personnel with whom the Union may be required to transact business and shall advise the Union within fifteen (15) days of any changes to that list.
- 10.4 The Employer recognizes that education is a continuing process. Accordingly, the Employer may allow the Union to sponsor education functions such as seminars, workshops, and lectures, to be held on the Employers premises during the Employees' lunch period or following the regular working day. The Union will provide security in any areas of the building it is using, when no Caretaker is on duty.
- 10.5 Within two (2) months of the signing of this agreement the Employer will arrange for an in-service of this document for operations managers. This in-service shall be conducted jointly by the Director of Human Resources and the President of the Local.

**ARTICLE 11 – GRIEVANCE PROCEDURE**

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

## 11.2 Employee Grievances:

In order to provide for the fair, orderly and expeditious settlement of grievances, Employee grievances shall be processed in the following manner:

### Step 1

The Employee and/or the Steward shall discuss the matter complained of with the Employee's Immediate Supervisor within ten (10) working days of the initial occurrence of the event giving rise to the grievance. The Immediate Supervisor shall render a decision within ten (10) working days of discussing the matter with the Employee and/or the Steward.

### Step 2

- (a) If the matter is not resolved informally at Step 1, the aggrieved Employee, if the Employee wishes, shall submit the grievance in writing to the Director of Operations.
- (b) The grievance must be submitted within ten (10) working days of the date of reply of the Supervisor or the day by which the Supervisor should have replied in Step 1. The grievance shall bear the signature of the Employee where available, and shall provide a summary of the facts giving rise to the grievance, and a description of any relief sought.
- (c) Within ten (10) working days of receipt of the grievance the Director of Operations, or designate shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present such persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (d) Within ten (10) working days of the meeting referred to in 11.2, Step 2(c), the Director of Operations, or designate shall reply in writing to the grievance.

### Step 3

- (a) If the matter is not resolved at Step 2 of the grievance procedure, the union may, within ten (10) working days of the reply of the Director of Operations, or designate submit the grievance in writing to the Director of Human Resources.
- (b) Within ten (10) working days of receipt of the grievance, the Director of Human Resources shall arrange and hold a meeting to discuss the grievance and 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.
- (c) Within ten (10) working days of the meeting referred in 11.2 Step 3(b) above, the Director of Human Resources shall reply in writing to the grievance.

11.3 An Employee shall have the right to have a Steward or Union Representative present at any step of the grievance procedure. The grievance procedure will not be invalidated by the decision of an Employee not to have a Steward present at any step of the grievance procedure.

11.4 Where a dispute involves a question of general application or interpretation, or where a group of Employees have a grievance, Steps 1 and 2 of this Article may be bypassed.

**11.5 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 the President of the Union Local as the case may be within ten (10) days 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 pursuant to Article 12;
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall be reserved for grievances of a general or policy 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.

**11.6 In this Agreement:**

- (a) Except where good and sufficient cause is shown, it is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all steps thereof and within the applicable time limits failing which the grievance shall be considered to be settled and at an end;
- (b) If the Employer 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.

**11.7 The Employer acknowledges the right of the Union to appoint Stewards and the role of Stewards in investigating disputes and processing and presenting grievances.**

**11.8 The Employer shall provide the necessary facilities for grievance meetings.**

**11.9 Any mutually agreed changes to this Collective Agreement must be in writing and signed by both parties and are subject to the grievance and arbitration procedure. Any such changes shall form part of this agreement.**

**11.10 After a grievance has been initiated by the Union, the Employer's representative shall not enter into negotiation with respect to the resolution of the grievance either directly or indirectly with the aggrieved Employee without the presence of a shop steward or an official of the Union.**

**11.11 In cases of discharge, if the affected Employee wishes to grieve, the Employee must do so by submitting a grievance in writing within ten (10) Working Days of the date of the discharge. Grievances in such cases shall be commenced at Step 3 of the Grievance Procedure.**

**11.12 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.**

**11.13 If the grievance procedure is unsuccessful, the Parties may jointly agree to attempt to resolve the dispute through grievance mediation. If mediation is unsuccessful, then either party may proceed to arbitration.**

**ARTICLE 12 – ARBITRATION**

- 12.1 In this Agreement:
- (a) Except where good and sufficient cause is shown, no matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.
  - (b) Subject to (a), no grievance shall be defeated or denied by any formal or technical objection.
    - (i) An arbitrator shall have no power to change this Agreement or to alter, modify or amend any of its provisions.
    - (ii) An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and render a decision which the Arbitrator deems just and equitable.
- 12.2 In this Agreement:
- (a) If a settlement is not reached through the grievance procedure either party may serve notice of intention to seek arbitration. Such notice must be given within fifteen (15) days, in writing, by confirmed fax or personal delivery. The matter may then be referred to a sole arbitrator appointed by mutual consent. Should the parties fail to agree upon the arbitrator, the arbitrator shall be appointed by the Minister of Labour, upon request by either party.
- 12.3 The parties may mutually agree to the appointment of an Arbitration Board instead of an Arbitrator, in which event, the provisions of this Article shall apply equally to the appointment of an Arbitration Board where reference is made to a sole Arbitrator.
- 12.4 The Arbitrator once appointed shall rule on the grievance and render his/her decision as expeditiously as possible but in any event no later than one (1) month from the date of the end of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.5 The Arbitrator shall determine his/her own procedure but shall give full and fair opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, avoid formal procedures.
- 12.6 In this Agreement:
- (a) The decision of the Arbitrator shall be final, binding, and enforceable on all parties and may not be changed. Except as provided for in 14.2(h), the Arbitrator shall have the power to alter or modify any penalty.
  - (b) The Arbitrator shall have the power to allow all necessary amendments to the grievance in order to determine the real matter in dispute.
- 12.7 Each of the parties to the grievance shall bear the cost, and shall pay, one-half (1/2) of those fees and expenses of the Arbitrator.
- 12.8 The time limits fixed in the grievance procedure may be extended by consent of the parties.
- 12.9 In the event the parties disagree as to the meaning of the decision of the Arbitrator, either party may apply to the Arbitrator to reconvene to clarify but not change the decision. Wherever possible, the reconvening of the Arbitrator shall be by way of tele-conference.

12.10 At any stage of the grievance or arbitration procedure, the parties shall have the reasonable assistance of the Employee(s) concerned and any other witnesses. All reasonable arrangements will be made to permit the parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the resolution of the grievance.

### **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

13.1 An Employee may be disciplined only for just cause. In cases of discipline, the burden of proof of just cause shall rest with the Employer.

13.2 Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in the Employee's former position without loss of seniority and shall be compensated for all time lost in an amount equal to the Employee's normal earnings during the pay period next preceding such suspension or discharge. This language shall not apply in the case of a lesser penalty being imposed.

13.3 The Employee shall be notified in writing of the action and/or penalty. The Employer shall notify the Union of any disciplinary action taken.

13.4 Whenever the Employer or its authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring work up to a required standard by a given date the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Employee involved. The Employer shall notify the Union of any action taken.

13.5 When an Employee is asked to attend a disciplinary meeting the supervisor shall inform the employee of his/her right to have a union representative present

13.6 An Employee may review the Employee's personnel file and photocopy the Employee's documents contained therein at the Regional Centre's office at a time mutually agreeable to the Employee and the Employer. An Employee shall have the right to respond in writing to any document contained therein and such document shall become part of the permanent personnel file.

13.7 Records of any discipline (including any reprimands or adverse reports) shall be removed from the Employee's file if, within the subsequent twenty-four (24) months, there has been no further discipline of the same or of a similar nature. At the request of the Union or an Employee, the Employer may remove any such records after a period of eighteen (18) months. In cases of physical or sexual misconduct, records of discipline may be kept in the employee's file for up to forty-eight (48) months.

13.8 The Employer will not introduce in any hearing, any disciplinary action from the Employee's record of which the Employee was not informed at the time of the disciplinary action.

(\* 13.9 In this Agreement:

- (a) An Employee who operates an Employer-owned motor vehicle in the course of employment is obligated to advise the employees' supervisor immediately of any motor vehicle infraction for which the Employee is charged while operating an Employer-owned motor vehicle under the Motor Vehicle Act, the Motor Carrier Act, Criminal Code of Canada or the Summary Proceedings Act.

- (b) An Employee who operates an Employer-owned motor vehicle as a regular part of the Employee's duties who is convicted of an offense under the Criminal Code of Canada relating to the operation of a motor vehicle is subject to discipline up to and including dismissal by the Employer.
- (c) An Employee is obligated to advise the employees' supervisor immediately of any motor vehicle infraction for which the Employee is charged while operating a motor vehicle under the Motor Vehicle Act, the Motor Carrier Act, Criminal Code of Canada or the Summary Proceedings Act that would prohibit or prevent the employee from driving an employer-owned vehicle.

13.10 Any Employee who, while operating a vehicle of the Employer becomes involved in any collision or accident with such vehicle will complete and submit an incident/accident report within twenty-four (24) hours where possible. They shall continue to receive the Employee's normal pay until the investigation of the collision or accident has been completed by the Employer.

#### **ARTICLE 14 – PROBATIONARY EMPLOYEES**

14.1 Notwithstanding any other provision in this Collective Agreement, with the exception provided for in Article 16.3 and 16.5, a newly hired Employee shall be on probation for a period of one hundred and twenty (120) days of actual work from the Date of Hire as a Full-Time Employee or Regular Part-Time Employee ("Probationary Employee").

For the purpose of this Article only, a day of work shall include any day on which the Employee has worked the assigned hours for that day and in-service days.

14.2 Probationary Employees shall be subject to the following terms and conditions:

- (a) The probationary period may be extended by mutual agreement between the Employer and the Union.
- (b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer, and at any time during the probationary period the Employee may be terminated at the sole discretion of the Employer.
- (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.
- (d) A Probationary Employee shall be obliged to pay union dues to the Union during any probationary period.
- (e) The Seniority of a Probationary Employee shall, on successful completion of the probationary period, revert back to the Employee's Date of Hire as a Full-Time Employee or as a Regular Part-Time Employee.
- (f) A Probationary Employee is entitled to be credited with and use sick leave in accordance with the Agreement during the probationary period but must repay any sick leave taken if so eligible, in the event that the Employee does not successfully complete the probationary period.
- (g) Probationary Employees shall have the right to grieve.

- (h) Subject to Article 4, and notwithstanding Article 12.6 if a Probationary Employee is disciplined or dismissed, it shall be deemed to be for just cause and the arbitration Board shall not have the power to substitute any lesser discipline or penalty.
- (i) Full time or Regular part time Employees who have not completed the Probationary period are eligible to apply for term positions, in the same classification according to the terms outlined in Article 17.14. Upon transfer to the new position, the Employee will remain on probation.
- (j) When an Employee's work location (i.e. bus run, school, etc.) changes during the probationary period, the duration of the probationary period shall not be affected by such change providing the Employee is within the same classification.
- (k) When the Employer is considering the dismissal of a Probationary Employee, the Employer shall notify the Union prior to dismissing the Employee.

## **ARTICLE 15 – SENIORITY**

- 15.1 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 Part-time Employee.
- 15.2 In this Agreement:
  - (a) The Employer shall maintain a seniority list showing the date upon which the Employee's service with the Employer commenced. Where two or more Employees commenced work on the same date, preference shall be given to the Employee with the highest last digit of their social insurance numbers.
  - (b) An up-to-date seniority list as of December 31 shall be provided to the Union and posted annually by February 15. Any objections to the seniority list must be made within forty-five (45) days of posting. If no objection is made, the list is deemed to be correct in respect to that Employee and no further challenge may be made.
- 15.3 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 in writing and does not withdraw the Employee's resignation within three (3) days; or is absent from work in excess of three (3) workings days without sufficient cause or without notifying the employer, unless such notice was not reasonable;
  - (c) The Employee fails to return to work within fourteen (14) calendar days following a lay-off after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address;
 

An Employee recalled for employment of one month periods or less at a time when an Employee is employed elsewhere shall not lose the Employee's recall rights for a refusal to return to work. However, after three refusals of employment of more than one (1) month the Employee shall lose the Employee's recall rights;
  - (d) The Employee is laid off for more than two (2) years;

- (e) The Employee is not able to return to the Employee's position after twenty-four (24) months from the final payment of salary and wages and is not receiving permanent Workers' Compensation benefits;
- (f) The Employee retires.

## **Article 16 – SUBSTITUTE EMPLOYEES**

- 16.1 Effective the date of hire, Substitute Employees become members of the bargaining unit with restricted rights and privileges as defined in this article. Substitute Employees shall be bound by all duties, responsibilities and obligations of Employees as noted in this agreement. Substitute Employees shall not have any of the benefits of this agreement unless the agreement specifically identifies benefits available to them.
- 16.2 Seniority for a Substitute Employee is defined as the date of hire as a Substitute Employee. Substitute employees as of May 31, 2001 shall have seniority as defined in the Letter of Understanding re: Substitute Employees Seniority, attached to this agreement.
- 16.3 Substitute employees shall be eligible to receive credit for Probationary service based on the following schedule;
- Continuous Substitute service greater than 3 years - Probationary service deemed served
  - Continuous Substitute service less than 3 years but greater than 2 years – 60 Probationary days required
  - Continuous Substitute service 2 years or less – 120 Probationary days required
  - Completion of 120 days in a Temporary position. Probationary service deemed served.
- 16.4 A Substitute employee shall be employed at the discretion of the employer and may be terminated or dismissed without cause. Notwithstanding, substitute employees who have successfully completed the probationary period may be terminated or dismissed but only with just cause.
- 16.5 A Substitute employee working in a term position is entitled to:
- (a) Unpaid leave in an amount equal to the vacation pay earned, e.g. Four per cent (4%) equals ten days.
  - (b) Earn and use paid sick leave at the rate of 1 1/2 days per month as per Article 25 after three months of employment in the position, except that the employee will be required to produce a medical certificate for each absence.
  - (c) Accumulated paid sick leave credits when the term has finished provided that the permanent position is continuous with the term position
- 16.6
- (a) When a Substitute Employee is hired into a term position, and that period of term work is continuous with a hire into a position in the same classification, as a Full-Time Employee or Regular Part-Time Employee, then that Employee's seniority shall be retroactive to the date hired into the term position.
  - (b) (ii) When a Substitute Employee is hired into a term position, and that period of term work is continuous with a hire into a second (or subsequent) term position which is continuous with a hire into a position as a Full-Time Employee or Regular Part-Time Employee, in the same classification, then that Employee's seniority shall be retroactive to the date hired into the first term position.



- 16.7 Substitute Employees will be entitled to be paid for a Holiday or in lieu of a Holiday only if the Employee has received or is entitled to receive pay from the Employer at least fifteen(15) days in the thirty (30) calendar days prior to the Holiday and must have worked the Employee's scheduled work day immediately preceding and immediately following the Holiday. These holidays are defined as being:
- |                |               |
|----------------|---------------|
| New Year's Day | Labour Day    |
| Good Friday    | Christmas Day |
| Canada Day     | Heritage Day  |
- 16.8 A Substitute Employee shall have the right to view the Employee's own personnel files maintained by the Employer and to reply to any adverse report or document in that file.
- 16.9 When Substitute Bus Driver are called in to replace regular bus drivers, they shall be required to perform all work the bus driver being replaced would have performed that particular day and shall be paid for all hours a regular bus driver would have been paid.
- 16.10 When a Substitute employee is required by the Employer to attend in-service training, he/she will be paid for actual hours attended, but no less than a minimum of 2.5 hours.
- 16.11 Substitute Bus Drivers maintaining a bus at their residence for twenty days or more per year shall be paid a plug-in allowance of thirty (\$30) dollars per year. Where a substitute driver maintains a bus at their residence from December 15 to February 28, they shall receive the full plug-in allowance as per Article 29.4 upon request.
- 16.12 Substitute employees shall be entitled to grieve a violation or alleged violation of this Article 16 and articles 3, 4, 5, 6, 7.1, 13.9, 17.6, 20, 21.7, 21.8, 26.1, 32.1, 32.9, 35, 36, 37. These articles will be marked with an asterisk (\*). Where there is a discrepancy between the listing of articles in this article 16.12 and those identified by an asterisk (\*), the listing in Article 16.12 shall prevail.
- 16.13 Substitute Bus Driver may be provided with a bus by the Employer for the purpose of renewing a Class 2B license with the Registry of Motor Vehicles, subject to bus availability.
- 16.14 Substitute Bus Drivers shall be paid mileage, at the Regional Centre's rate, from home to the overnight resting spot and return, for one round trip per day less twenty-two and one half (22.5) kms.

## **ARTICLE 17 – PROMOTIONS AND STAFF CHANGES**

- 17.1 When the Employer decides a vacancy in the Bargaining Unit is to be filled, (which shall include Term positions of three (3) months or more, including an absence of a lesser duration that becomes extended beyond three (3) months), and/or permanent positions in accordance with 15.3 (e), the Employer shall post notice of the position on all bulletin boards and on the Human Resources employment site for one (1) week. The Employer shall post positions when they become aware of the vacancy and will have up to twenty (20) working days to post any vacancies. Any applicant from within the Bargaining Unit must make written application to the Employer within that period.
- 17.2 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. Notwithstanding any other provision of this Article, where there is a compelling demonstrated need to

hire for a specialized assignment or for purposes of employment equity the Regional Centre may, following consultation with the Union, remove a term position from the provisions of this article and proceed to recruit externally. This shall be limited to 1 term position per calendar year.

**17.3 In this Agreement:**

- (a) The notice of vacancy shall contain the nature of the vacant position and the qualifications required and the wage or salary rate.
- (b) "Qualifications" includes required skills, technical qualifications, experience and ability to perform all of the required functions of the position within a reasonable familiarization period.
- (c) Where the vacancy is for a Bus Driver position, the place of residence of an Employee may be an additional qualification where the number of kilometers from the residence of the Employee and the first place of pickup or last place to drop off of students exceed fifteen (15) kilometers and where there is no satisfactory resting place for the bus within that fifteen (15) kilometer distance.
- (d) A satisfactory resting place (see (c) above) will be defined and the Union will be provided with a copy of the definition.

**17.4 The Employer shall have the right to fill the position on a temporary basis until an appointment is made. Such temporary filling is not to exceed sixty (60) calendar days.**

If the vacancy is a Term vacancy, and if the duration of the absence of the incumbent is known, then the Term posting will identify this specific period. If the duration of the incumbent's absence is indefinite, then the Term posting will identify that the period of time is indefinite.

An incumbent who is vacating a position for an indefinite period of time may do so for medical reasons only. In all other cases, the employee will identify a specific period of time for which the employee will be absent in accordance with Article 27 – Leave of Absence.

**17.5 In this Agreement:**

- (a) Once the Employer has received the written applications from Employees, Employees in the classification in which the vacancy has arisen (or, where the Employer determines, related classifications) and having the same or greater hours of work and then working in the County in which the vacancy has arisen shall have the right to transfer on the basis of seniority.
- (b) Employees in the same classification and having the same number of hour's work who are working outside the County in which the position has arisen are then eligible to be considered by the Employer for a transfer. All other Employees who have the required qualifications shall be considered for transfer, with all such transfers to be on the basis of seniority provided that the geographical residence of the Employee is not a factor.
- (c) In the case of promotions, the position will be awarded to the most senior applicant having the required skills, technical qualifications, experience and ability to meet the required standards for the position as reasonably determined by the Employer.

**(\* 17.6 Where a vacancy is not filled by an Employee, consideration will next be given to all Substitute Employees who have the required qualifications following the procedure outlined in this Article.**

- (a) The Substitute Employee's skills, qualifications, appraised experience and demonstrated ability to perform all the required functions of the work in question within a reasonable familiarization period shall be the primary factors assessed and determined by the Employer. With respect to bus driver positions, the geographical residence of the Substitute Employees will be an additional factor as outlined in Article 17.3(c).
  - (b) Where all of the factors referred to in Article 17.5(a) are determined by the Employer to be relatively equal, seniority of the Substitute Employees working in the County in which the vacancy has arisen will be the determining factor.
- 17.7 The Employer may advertise vacancies outside the Bargaining Unit concerned concurrently with the internal posting process described in this Article. No outside interview or hiring for any vacancy shall be conducted unless the applications of the present Employees in the bargaining unit have been fully processed.
- 17.8 (a) If the successful applicant is an existing member of the bargaining unit, the Employee shall be on a trial period in the new position for a period of sixty (60) days worked. In the event that the Employer determines that the Employee is unsatisfactory in the position during the trial period, or if the Employee wishes to return to the Employee's former position, the Employee shall be returned to the position formerly held by the Employee in the Bargaining Unit without loss of seniority; any other Employee promoted or transferred because of the rearrangements of positions within the Bargaining Unit shall be returned to the Employee's former position (if any) without loss in seniority.  
An employee may exercise his/her rights under this article only once within a one (1) year period, for moves within the classification.
- (b) Should the successful applicant vacate a position prior to completion of the trial period or the probationary period, the Employer shall not be required to repost the position. The Employer may choose to appoint from the applicants of the original posting in accordance with the procedure set out in this article.
- 17.9 Any Employee who is temporarily assigned by the Employer to another position within the bargaining unit for which the rate of pay is higher than the rate of pay for such Employee's regular position, shall receive a rate of pay equal to the rate of pay applicable to the position to which the Employee has been temporarily assigned.
- 17.10 When an Employee is temporarily assigned to a position paying a lower rate, the Employee's regular rate of pay shall not be reduced during the temporary assignment.
- 17.11 Reasonable consideration will be given by the Employer to providing training to Employees with identified and mutually agreed special circumstances so that such Employees will have an opportunity to attain the necessary qualifications, skills and abilities to qualify for promotion or transfer.
- 17.12 Prior to filling a vacancy, reasonable consideration will be given to the senior applicant who does not possess the required qualifications but is in the process of attaining such qualifications. Subject to operational requirements, such Employee will be given a period of time to attain the required qualifications and the right to revert to the Employee's former position if the qualifications are not attained within such time.

- 17.13 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be given to the Union. Within twenty (20) days of the closing date for the posting, a selection will be made and the successful candidate announced. Unsuccessful interviewed candidates will be notified of the name of the successful candidate at the same time that the successful candidate is notified.
- 17.14 The Employer may transfer an employee (within classification) from one school to another or from one bus route to another after prior consultation with the affected employee(s) and the Union.
- Where another Employee(s) would be affected by the transfer, the affected Employee(s) shall be approached through a seniority dominant process to determine their interest in the transfer, and if no interest, the junior Employee shall be affected.
- 17.15 Full-time and Regular Part-time employees will not be eligible for term assignments except in cases where there is a financial benefit to the employee because of:
- (b) Increased number hours of work.
  - (c) Increased rate of pay.
  - (d) Proximity of work site or resting site in relation to the employee's residence.

## **ARTICLE 18 – LAYOFFS AND RECALLS**

- 18.1 In this Agreement:
- (a) A “layoff” shall be defined as a reduction in the workforce or a reduction in the scheduled hours of an Employee.
  - (b) An Employee may be laid off because of shortage of work, shortage of funds or because of the elimination of a position or classification.
- 18.2 School Closure:
- (a) In the event of school closure or realignment, Custodial staff shall be transferred to the new school(s) with the students. In the case that students are transferred to more than one school, the Custodial staff to be transferred shall be given a list of all vacant and unfilled positions, in their classifications, and at the same hours or less, at the receiving schools and shall indicate their order of preference of positions. The transferred Custodial staff shall be placed in any vacancies at the receiving schools in accordance with the seniority-dominant approach. In the event that there are more Custodial staff to be transferred than positions available they will exercise their bumping rights under 18.3(c). If there are any vacancies remaining following this process, they will be posted in accordance with Article 17.
  - (b) If there are no vacancies in the same classification for the same hours in receiving schools, Custodial staff may choose vacancies in a lower classification within the receiving schools and be placed in a seniority-dominant approach with others in the receiving classifications, or may choose to exercise bumping rights under Article 18.3 (c).
  - (c) For clarity, there will be no promotions or increases in hours obtained throughout the transfer process.
  - (d) All vacancies occurring at a school six (6) months prior to closing will be posted as Term positions. The six (6) month period may be extended by mutual agreement.

### 18.3 Bumping Process:

- (a) Where it is absolutely necessary to invoke staff reductions it shall be accomplished, wherever possible, by natural attrition.
- (b) In the event of a layoff, Employees shall be laid off in the reverse order of their County seniority, by classification.
- (c) Where a reduction is to take place, the affected employee may, at their option, either displace into a vacancy of equivalent (or less) rate of pay and guaranteed hours of work for which there have been no applicants of greater seniority, accept a layoff, or bump as follows:

#### Bus Drivers:

- i. Displace any one of the five (5) least senior employees in the classification and county;
- ii. After this initial move in (i), the affected Employee may displace any one of the remaining less senior employees in the classification and county;
- iii. Any employee displaced in accordance with (ii) above may displace the least senior employee in the classification and county;
- iv. The displaced employee, who shall be on layoff, shall be placed on the spare list if the employee so chooses.

#### Classification Groups:

- i. Displace the least senior employee in their classification and county; or
- ii. Displace the least senior Employee of equivalent guaranteed hours in any of the classifications in the group in the county; or
- iii. Displace the least senior Employee in the classification group.
- iv. An Employee displaced in accordance with (i) or (ii) or (iii) above, may displaced the least senior Employee of equivalent guaranteed hours in any of the classifications in the group in the county or the least senior employee in the classifications in the group;
- v. Any Employee(s) displaced in accordance with (iv) above, may displace the least senior Employee of equivalent guaranteed hours in any of the classifications in the group and county.
- vi. Any Employee(s) displaced in accordance with (i), (ii), (iii), (iv) and (v) above and when there are no junior Employees of equivalent hours, may displace the least senior Employee in the group.
- vii. The displaced Employee, who shall be on layoff, shall be placed on the Spare list if the Employee so chooses.

If at any stage of the displacement process, a displaced Employee is absent from the workplace on an extended leave, the displacement process shall be interrupted and the absent Employee shall retain their displacement rights which they shall exercise upon their return to active work at which point the displacement process shall resume.

(d) For the purposes of 18.3(c) classification groups shall be defined as follows:

Group 1 – Head Mechanics, Mechanics

Group 2 – Building Specialist, Head Custodian, Custodian, Janitor

Group 3 – Building Operator, Applicable Trade

(e) Pursuant to 18.3(c), in no circumstances will the bumping process result in an upward or promotional move, meaning no employee shall be eligible to displace into a position paying a higher hourly rate or having a greater number of guaranteed hours.

(f) The exercise of bumping rights will be coordinated by the Director of Human Resources or designate in accordance with the provisions of Article 18.

(g) No new employees shall be hired until all Employees on the recall list who are able to perform the work required have had an opportunity to be recalled.

A recall list shall be maintained by the employer at any time that employees are on layoff and a copy of the list, updated as necessary, shall be provided to the Union.

18.4 Employees shall be recalled to work by classification and by County in their order of seniority, provided they are, immediately able to fully and competently perform the work.

18.5 The Employer shall notify Employees who are to be laid off at least fourteen (14) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available.

18.6 Notwithstanding Article 18.5, 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.

18.7 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 19 – HOURS OF WORK**

19.1 All employees

(a) The Employer agrees that the normal Working Days for all Employees, covered by this Agreement shall be five (5) days per week, Monday through Friday.

(b) Trades Employees shall be scheduled for eight (8) hours per day.

- (c) Except where otherwise agreed by the parties, where more than eight (8) hours of custodial services are allocated to a school, the hours shall be allocated so as to create the maximum number of eight (8) hour daily positions for that school.
- (d) The hours worked by part-time custodians shall be as determined by the Employer. A custodian shall be permitted to hold more than one (1) part-time position and reasonable consideration to changes in scheduling shall be given by the Employer to enable an Employee to hold a total of eight (8) scheduled daily hours of work.
- (e) Custodial employees shall work day shift hours during school break periods, i.e. Christmas, March break, summer break, unless the parties agree otherwise, subject to operational requirements.

## 19.2 Bus Drivers

- (a) The Employer agrees that the normal Working Days for Bus Drivers covered by this Agreement shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer plus an additional days' pay at regular rates as compensation for each of the holidays listed in Article 23.4.
- (b) Each Bus Driver will be paid five (5) hours per day calculated as beginning from the time the bus leaves its overnight resting spot in the morning and ending when the last student is discharged at the school and in the afternoon as beginning when the first student enters the bus and ending when the bus arrives back at its overnight resting spot and including driving time between schools when drop off and pickup between different schools is required.- The Bus Driver's standard times includes a total forty-five (45) minutes per day for daily and Motor Carrier Division inspections, pre-trip inspections, clean up and washing of bus, and transport to bus garage for regular maintenance. The bus drivers' standard time does not include time devoted to unscheduled maintenance.
- (c) If a Bus Driver's standard time as calculated above exceeds the hours provided for in (b), the Bus Driver will be paid for time worked up to eight (8) hours per day at regular rates. Eight (8) minutes or more of extra time shall be paid as fifteen (15) minutes. This shall be known as 'tipping time'.
- (d) On overnight trips, Drivers will receive no pay from the time the bus is parked for the night, and pay will commence at 8:00 o'clock the next morning or when the bus is put into use, whichever comes first.
- (e) At the commencement of each school year, Bus Drivers will be paid five (5) hours per day. If necessary any adjustment will be reflected in the final processing of the Time and Metrage sheets. Such processing and adjustments shall be completed and paid by the first pay in November.

- 19.3 Where the schedule of an employee is to be changed, the appropriate manager and a representative of the Union shall be involved at a meeting called at the request of the employee.

**(\*) ARTICLE 20 – BREAK PERIODS**

20.1 In this Agreement:

- (a) Employees (excluding Bus Drivers) who work an eight (8) hour shift are entitled to one (1) unpaid one-half (1/2) hour meal period and two (2) paid fifteen (15) minute rest periods at times designated by the Employer during their shift. Where agreed to by the Employer and the affected Employees, the

Employees may forgo the daily paid breaks and receive a paid one-half (1/2) hour meal period.

- (b) Employees (excluding Bus Drivers) who work a shift longer than eight (8) hours shall be entitled to a meal period(s) and rest periods on a pro rata basis to the entitlement specified in clause (a) above. The first rest period would occur at eight hours into the shift and again at the end of each four hours worked. The first meal period would occur at ten hours into the shift and at the end of each six hours worked, subject to operational requirements.

20.2 All meal and rest periods are non-cumulative, i.e. they must be used at the designated time(s) provided operational requirements permit or they will be lost.

**ARTICLE 21 – OVERTIME**

21.1 “Overtime” shall mean time in excess of the scheduled hours:

- (a) For a Full-Time Employee which is authorized or approved except in an emergency by the Employer.
- (b) For part-time employees, overtime shall not be paid until the employee has worked at least twelve (12) hours in one day or forty (40) hours in one week.

21.2 (a) Overtime shall not include time worked which is ten (10) minutes or less. If time worked is over ten (10) minutes, a minimum of one-half (1/2) hour of overtime shall be paid.

- (b) Overtime work before and after the regular scheduled daily hours shall be paid for at the rate of time and one-half (1 1/2) for the first four (4) hours and double time after four (4) hours.

21.3 An Employee who is called to work outside scheduled hours in unusual or emergency circumstances shall receive the greater of

- (a) Four (4) hours pay at the Employee’s regular rate; or
- (b) Pay for the period of actual work performed at the overtime rate;
- (c) Subject to operational requirements, any employee who is assigned a split shift and who is required by the Employer to return to school earlier than scheduled shall be entitled to either a four (4) hour call back, or be offered the opportunity to finish his/her shift beginning from the time he/she returns to the school early.



- 21.4 Employees covered by this Agreement shall be paid at time and one-half (1 ½) for Saturdays and at double time for all approved time worked on a Sunday not regularly scheduled.
- 21.5 Employees covered by this Agreement shall be paid at double time for work performed on a Holiday when the Employee was not scheduled to work.
- 21.6 Opportunities for overtime shall be offered to permanent employees in order of their seniority on a rotating basis, by site, except in the case where an employee has been assigned to a security call-out list in which case that employee shall be called for security issues. If no permanent employee is available, substitutes may be called. In cases of emergency employees will report for overtime and call-out.
- (\*21.7 Notwithstanding any other provisions of this Agreement, the Union agrees that for trips paid directly by student- raised funds, all time will be at the regular hourly rate.  
A driver who takes a weekend student activity trip shall be paid for a minimum of five (5) consecutive hours per day.
- (\* 21.8 On student activity trips, the Employee shall be provided with a meal allowance as per Tri-County Regional Centre for Education Policy 305 Staff Travel. On overnight student activity trips, drivers shall be provided with or reimbursed for reasonable private lodging accommodations.
- 21.9 Instead of cash payments for overtime, an Employee may choose to receive time off at the appropriate rate at a time mutually agreed by the Employee and Employer. Time in lieu accumulation shall not exceed sixty-four (64) hours for bus drivers and eighty (80) hours for all other employees.

## **ARTICLE 22 – STORM DAYS AND NON-INSTRUCTION DAYS**

- 22.1 Where Employees are not required to provide services to students because students are not in school because of weather or because instruction is not being provided to students, employees in the following occupations shall be expected to report to work as follows:
- (a) Building Specialist, Building Operator, Head Custodians, Custodians, Janitors, Mechanics, and Trades persons to attend work and perform regular duties on such days; and
  - (b) Bus Drivers if directed by the Employer, to attend training and/or development sessions;
  - (c) When a total system shutdown (i.e. - administrative offices closed) is declared, employees will not report to work and shall suffer no loss of pay;
  - (d) Notwithstanding Article 22.1 (c), in the event of inclement weather where travel to or from work is too hazardous, all absent time shall be deemed to be leave and the employee has the option to:
    - i. Use banked time for time missed
    - ii. Use vacation time for time missed
    - iii. Arrange to make up the missed time
    - iv. Unpaid leave

Such consideration must be communicated and approved with the immediate supervisor for confirmation of circumstances

## **ARTICLE 23 – HOLIDAYS**

23.1 (a) All Regular Full-Time Employees, Part-Time Employees, and Substitute Employees working in term positions, except Bus Drivers, shall be entitled to earn (in accordance with this Article), the following paid Holidays:

- |                   |                           |
|-------------------|---------------------------|
| 1. New Year's Day | 7. First Monday in August |
| 2. Heritage Day   | 8. Labour Day             |
| 3. Good Friday    | 9. Thanksgiving Day       |
| 4. Easter Monday  | 10. Remembrance Day       |
| 5. Victoria Day   | 11. Christmas Day         |
| 6. Canada Day     | 12. Boxing Day            |

Or any other day as proclaimed by the Federal, Provincial or Municipal Government.

(b) Holiday time for Part-Time Employees shall be paid on a pro-rata basis.

23.2 Employees will be entitled to be paid for a Holiday or in lieu of a Holiday only if the Employee has received or is entitled to receive pay from the Employer at least fifteen (15) days in the thirty (30) calendar days prior to the Holiday and must have worked the Employee's scheduled work day immediately preceding and immediately following the Holiday.

23.3 When a Holiday falls within a period when an Employee is on authorized sick leave, or on other authorized paid leave, a Holiday is considered a Holiday and no payment for any other type of leave will be made for that day.

23.4 Holiday entitlement for Bus Drivers shall be as follows:

- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Thanksgiving Day
- Remembrance Day
- Labour Day in school years where school commences prior to Labour Day

Or any other day as proclaimed by the Federal, Provincial or Municipal Government that falls during the school year.

For Bus Drivers holiday pay shall be paid pursuant to Article 19.2(a).

## **ARTICLE 24 – VACATIONS**

24.1 Custodian and trade employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year of service – In accordance with the Labour Standards Code (Nova Scotia)

One year or more – Two weeks – ten (10) Working days

Three years or more – Three weeks – fifteen (15) Working Days

Ten years or more – Four weeks – twenty (20) Working Days

Twenty years – Twenty-One (21) Working Days

Twenty-one years – Twenty-two (22) Working Days

Twenty-two years – Twenty-three (23) Working Days

Twenty-three years -Twenty-four (24) Working Days

Twenty-four years -Twenty-five (25) Working Days

- 24.2 Bus Drivers and Groundskeepers shall be paid 4% vacation pay with three years or less service, 6% vacation pay with between three and ten years of service, 8% vacation pay with between ten and twenty-four years of service, and 10% vacation pay for twenty-five years of service, to be included with their pay cheque. For purposes of this article, adjustments will be made affective the first pay in January or September.

When an employee is in receipt of temporary earnings replacement benefits under the Workers' Compensation Act his/her vacation pay 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.

- 24.3 If a paid Holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time designated by the Employee and approved by the Regional Centre.
- 24.4 An Employee terminating employment at any time in the Employee's vacation year, before the Employee has taken vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 24.5 The vacation year runs from January 1 to December 31. 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 of service shall be pro-rated.

24.6 In this Agreement:

- (a) In single custodial schools, vacations of custodians are to be taken any time during the month of July and up until the end of the third full week of August.  
In schools where there is more than one custodian vacations are to be taken at any time during the months of July and August except where the Employer is able to demonstrate to the Union an urgent need to have the custodian present. Employees entitled to more than three (3) weeks' vacation, shall be entitled to take vacation time beyond three (3) weeks at a time mutually agreed outside of July and August.
- (b) Those Employees with four or more weeks of vacation will receive a bonus of one day for every week of vacation over three which is taken in July or August.

- 24.7 On or before the 15<sup>TH</sup>. day of April of each year, Employees will indicate to the Employer their preferred vacation dates on the list circulated by the Employer. Vacation schedules will be posted on or before the 31st. day of May of each year. The proper functioning of the Employer's operations will be considered

by the Employer in scheduling vacations and changes to the vacation schedule 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 such a change.

- 24.8 Preference in scheduling vacation shall be given to senior Employees if possible. An Employee can only use seniority in preference over other Employees for one period of vacation during the annual vacation year.
- 24.9 Vacation may be re-scheduled before or after its commencement, upon mutual agreement, where an Employee is afflicted with a serious illness or injury and proof of such is provided to the employer
- 24.10 Employees who have taken paid vacation credits prior to earning them shall not be required to repay the unearned portion in the event of death while in service.

## **ARTICLE 25 – SICK LEAVE PROVISIONS**

- 25.1 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.
- 25.2 (a) Upon successful completion of the Employee's probationary period, an Employee will earn sick leave credits at the rate of one and one half (1½) days per month of active service to a maximum sick leave accumulation of one hundred fifty (150) days. A sick leave credit of one and one half (1½) days will be earned if the employee has had active service for a minimum of ten (10) days during the month.
- (b) Employees shall be allotted their full amount of days for the year in January and be permitted to use them anytime during their regularly scheduled year. If the employee leaves the employ of the Employer, and if they have used more days than they have earned before their departure then the Employer can make deductions from any monies owing to the employee upon departure.
- (c) Those Employees who have more than 150 accumulated sick days (as of the date of this Agreement) will not lose such sick days in excess of 150 but will not continue to accumulate sick leave until they are below 150 accumulated sick days and in such event shall be entitled to accumulate sick days only up to the maximum of 150 days.
- (d) Active service is defined as:
- Actual work
  - Union leave where Employer is reimbursed by the Union
  - Paid leave for business between Union and the Employer
  - Paid vacation
  - Paid bereavement
  - Paid Sick Leave
  - In receipt of WCB but not including permanent disability
- 25.3 Employee's pay advice shall reflect accrued sick leave credits.

- 25.4 A deduction shall be made from accumulated sick leave of all normal Working Hours (exclusive of Holidays) absent for sick leave.
- 25.5 An Employee shall attempt to schedule Employee medical appointments outside of regular working hours but when this is not possible, sick leave may be used to attend medical appointments.
- 25.6 In all cases of illness or injury, an Employee must notify the Employee's Immediate Supervisor as soon as possible and, where practical, at least two (2) hours before the commencement of the shift(s) to be missed by the Employee.
- 25.7 (a). An Employee shall be required to produce a certificate from a medical practitioner for any absence due to illness in excess of (5) five working days, certifying that he/she was unable to carry out his/her duties due to illness.
- (b) On request, an Employee shall be required to produce a certificate, at no cost to the Employee, from a medical practitioner approved by the Employer.
- 25.8 An Employee must provide two (2) weeks' notice to the Employer of the Employee's ability to return to work when the Employee has been absent for a period of three (3) months or more due to illness or injury. Any such return shall require a medical certificate certifying they are able to return to work and must identify restrictions, if any.
- 25.9 An Employee is not entitled to receive sick leave when he is on vacation, Holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement.
- 25.10 Fraudulently applying for sick leave shall be grounds for immediate dismissal by the Employer.

## **ARTICLE 26 – PREGNANCY AND/OR PARENTAL LEAVE**

- (\*26.1 An Employee shall be entitled to pregnancy and/or parental leave in accordance with Section 59 of the Labour Standards Code (Nova Scotia). An employee shall be returned to the employee's former position upon return to work, following the leave. If the employee's own position has been eliminated, then the employee shall be offered a comparable position, in accordance with Article 18: Lay-Off & Recall.
- 26.2 During the period of leave the Employer shall continue to pay its share of the group benefits as per the Nova Scotia Education Common Services Bureau (NSECSB) (formerly known as the NSSBA) CUPE Employees Plan and the Employer's share of the pension plan.
- 26.3 An employee on pregnancy and/or parental leave shall continue to earn seniority as if the employee was at work.
- 26.4 An employee should make every reasonable attempt, no later than the fifth (5<sup>th</sup>) month of pregnancy, to forward to the Director of Human Resources a written request for a leave of absence.

## **ARTICLE 27- LEAVES OF ABSENCE**

### **Unpaid Leave of Absence**

- 27.1 (a) Leave of absence without pay and without loss of seniority may be granted by the Regional Centre to any Employee requesting such leave for a period not to exceed twelve (12) consecutive months. Such request shall be in writing to the Director of Human Resources with thirty (30) days prior notice. Sick leave credits do not accumulate during the leave of absence. Employees are responsible for paying the full premiums for benefits normally cost shared by the Regional Centre during their leave of absence excluding leave of absence for Union business. When an employee's request for an unpaid leave is denied the employer will advise of the reason(s) supporting its decision.
- (b) Sick leave credits do not accumulate during a leave of absence in excess of thirty (30) calendar days.
- (c) For leaves of absence of less than thirty (30) calendar days, benefits normally cost shared by the Regional Centre will continue to be cost-shared by the Regional Centre; and
- (d) For leaves of absence of thirty (30) calendar days or more, employees are responsible for paying the full premiums for benefits normally cost-shared by the Regional Centre during a leave of absence.
- (e) If an employee is on a leave of absence of thirty (30) calendar days or more, and is the successful candidate for a posted vacancy and does not return to work immediately, the sixty (60) days worked trial period as stated in Article 17.7 (a) shall start to be counted on the day the employee is notified of the position.
- 27.2 Notwithstanding Article 27.1(d), an Employee who is absent due to illness or injury shall be entitled to continue to require the Employer to cost share medical benefits for a period up to thirty (30) months after the last payment of sick leave by the Employer.

### **Jury Duty**

- 27.3 Upon written notice by the Employee three (3) days in advance (or otherwise as much notice as is reasonable practical), the Employer shall grant a leave of absence with pay to Employees who serve as a juror or witness in any court or who is required by Subpoena to attend a Court of law or Coroner's Inquest. Leave shall also be granted for time spent in Court during the jury selection process. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or Court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a Coroner's Inquest or is required to serve as a Court witness in any matter arising out of the Employee's employment shall be considered as time worked at the appropriate rate of pay. An Employee released from jury duty or as a witness shall return to complete that part of the work shift that the Employee would have missed had the jury duty or requirement to attend as a witness continued.

Bereavement Leave

27.4 Employees covered by this Agreement shall be entitled to the following bereavement leave:

- (a) When a death occurs in an Employee's immediate family the employee shall be granted seven (7) consecutive calendar days immediately following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law where the Employee and the spouse have been living as partners in the same household for at least one year), parent (including legal guardian or such other person who may have been responsible for the child-rearing of the Employee), child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandchild and grandparent.
- (b) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the funeral of the Employee's, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
- (c) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, at the discretion of the Employer.
- (d) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.

Where the family of a deceased Employee requests pallbearers from the Union, the Employer shall grant the necessary leave with pay for up to six (6) pallbearers

Other Leaves

27.5 On reasonable notice and on written application by the Employee, the Regional Centre may grant a leave of absence without pay to an Employee who is elected or selected:

- (a) As a member of the Executive Committee, CUPE, for the attendance at executive meetings, or
- (b) As a delegate to attend special conventions, conferences and/or educational programs.

Such leaves shall be without pay but without loss of benefits or seniority during the period of the leave.

27.6 An Employee who is elected or selected for a Full-Time position with the Union or anybody, with which the Union is affiliated, shall be granted a leave of absence without loss of seniority and without pay for a period of one (1) year. Such employee shall continue to receive the Employee's wages and benefits and the Employer will invoice the Union or appropriate body for reimbursement.

27.7 An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade the employee's employment qualifications.

27.8 An Employee shall be entitled to use up to five (5) days of sick leave in a year in order to attend to:

- (a) A serious immediate family member illness.
- (b) Attend medical appointments with immediate family members. Employees will provide appointment confirmation, if requested.
- (c) Serious household matters such as fire, flood, ice or wind damage, etc.

\*27.9 The Director of Human Resources or designate shall, upon request from an employee who, or whose child, is graduating from a high school or post-secondary institution on a day of work of an employee, allow such an employee to take one (1) day leave of absence with pay to enable the employee to attend the graduation ceremony. Such leave shall be granted as follows:

- (a) if the graduation is outside the Region; or
- (b) if the graduation is within the Region during normal work hours of the employee.

\*\*This article applies to Substitutes working in Term positions.

## **ARTICLE 28 – EMPLOYEE BENEFITS**

28.1 (a) It is agreed and understood by the parties to this agreement that the employees scheduled fifteen (15) hours or more per week and a three (3) month waiting period shall receive those benefits as contained from time to time in the plan formerly known as the Nova Scotia School Boards Association Members Employee Benefit Plan and now known as the Nova Scotia Education Common Services Bureau (NSECSB) Members Employee Benefit Plan.

(b) The cost of the plan shall be on a 65/35 basis, with the Regional Centre paying 65% of the premium. Any changes to the cost sharing shall be subject to negotiation between the parties.

(c) Notwithstanding 28.1(b), Employees will be responsible for 100% of the premium costs for Long Term Disability (LTD).

(d) It shall be a condition of employment for all eligible Employees to join and participate in the plan with exception of health and dental if evidence of spousal coverage is presented.

28.2 Employee Pension entitlements shall be in accordance with the following provisions:

(a) Pension Plan means the Tri-County Regional Centre for Education CUPE Staff Pension Plan.

(b) Eligible employee means an employee eligible to participate in the pension plan as specified in the Tri-County Regional Centre for Education CUPE Staff Pension Plan.

(c) All eligible employees will be required to join the Tri-County Regional Centre for Education CUPE Staff Pension Plan in accordance with the requirements of the plan save and except:

- those employees who are already enrolled in the Town of Yarmouth Pension Plan.
- those employees who are already enrolled in the NSECSB Pension Plan formerly known as the NSSBA Pension Plan.

(d) A Pension Plan advisory committee, with union representation consisting of two CUPE members participating in the pension plan and a representative of CUPE, will meet annually to monitor the Pension Plan.



## **ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES**

- 29.1 Wages and allowances shall be paid in accordance with Appendix “A” which is attached to and forms part of this Agreement. A detailed pay stub shall be issued for each pay period. The stub shall clearly identify:
- regular wages
  - holiday pay
  - vacation pay
  - overtime/ call-out
  - extra curricular pay
  - allowances
  - each deduction from pay
- 29.2 Overpayment of salary (or under deductions by the Employer) made to an Employee may be recovered by the Employer by withholding an amount no greater than ten percent (10%), (or an amount mutually agreed upon) of the net pay of any further salary payment until the amount is fully reimbursed. No deductions shall be made without first contacting the Employee.
- 29.3 Meal allowances shall be paid as per Tri-County Regional Centre for Education Policy 305 Staff Travel.
- 29.4 Any employee required to plug in a block heater of an Employer-owned vehicle at the employee’s overnight resting place shall be provided with an annual “plug-in” allowed in the amount of \$90.00.
- 29.5 Custodians working in an itinerant position, in two separate schools, on two separate campuses, will receive a travel allowance, at the Regional Centre rate, for travel one way, at a minimum of \$5.00 per week, for the expense of travelling between schools.
- 29.6 Drivers are expected to complete the Time sheet and verify the initial Route Sheets and shall submit this information no later than October 1<sup>st</sup> of each year. Route sheets shall be updated as necessary.
- 29.7 An Employee shall receive pay at the rate of time and one half, upon entering a sewer/septic system.

## **ARTICLE 30 – SAFETY AND HEALTH**

- 30.1 The Regional Centre will comply with the Occupational Health and Safety Act (Nova Scotia).

## **ARTICLE 31 – PROTECTIVE CLOTHING/TOOL REPLACEMENT**

- 31.1 The Employer shall supply the following:
- (a) On board of each bus – one pair of coveralls (or a smock if preferred by the Employee), one pair of gloves, and a flashlight. Wheelchair accessible buses will also be equipped with suitable rain gear.
  - (b) To each Head Custodian – one pair of coveralls (or smock if preferred by the Employee). Each school will be equipped with suitable raingear.

- (c) To each Mechanic, three pairs of coveralls, suitable raingear, which will be replaced by the Employer as required. The Employer shall continue to provide laundering service of coveralls, at no cost to the Employee.
- (d) Maintenance Trades Person, two pairs of coveralls or two pairs of uniform pants and shirts, work gloves, suitable raingear and one pair of safety rubber boots, which will be replaced by the Employer as required.
- (e) To each Mechanic, Maintenance Trades Person, Building Operator, Building Specialist, Head Custodian, Groundskeeper, an annual allowance of up to \$225.00 for CSA approved safety boots and \$125.00 for CSA approved safety footwear for Custodians and Janitors. Receipts required for reimbursement.
- (f) To each Custodian and Head Custodian an apron, smock, or work shirt to a maximum of \$30.00 per Employee, if requested.
- (g) Tool replacement for Employee-owned tools used on the job (that are not covered by insurance or warranty) when such tools are vandalized, stolen, worn out, lost or are broken during proper use on the job. Tool replacement will occur within five (5) working days, pending availability. The Employer shall self-insure or provide a policy of fire and theft insurance covering tools and equipment owned by an Employee and used on the job. The insurance coverage will pay the cost of replacement tool at 100%, plus the deductible, if any.
- (h) To each Groundskeeper, coveralls, work gloves, safety helmet, eye and ear protective equipment, raingear, and any other equipment required by legislation.

## **ARTICLE 32 – GENERAL CONDITIONS**

- (\*)32.1 Reasonable facilities (including hot water) shall be provided for Employees to have their meals and keep their clothes.
- 32.2 The Employer shall provide Bulletin Boards which shall be placed so that all Employees will have reasonable access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees.
- 32.3 The Union shall be entitled to distribute information from the Union during non-working hours and, with the approval of the Employer to convene meetings on premises of the Employer during non-working hours.
- 32.4 The Union and the Employer will share equally the cost for printing or photocopying the required number of copies of this Collective Agreement.
- 32.5 Whenever the singular is used in this Collective Agreement it shall be considered as if the plural had been used where the context requires.
- 32.6 In this Agreement:  
On the day of each month upon which regular monthly special or deferred meetings of the Units of the Union are scheduled, work shall be rescheduled so that it will cease not later than 6:00 p.m. except in

cases of emergency, affording all Employees an opportunity to attend provided that such Employees attend such meeting and also provided.

- (a) The Employee notifies the Employer at least one (1) day in advance of the date of the meeting or such shorter period as the Employer may permit;
- (b) The time off is made up by the Employee at a time being mutually agreed between the Employer and Employee since such time made up shall not be considered overtime; and
- (c) The rescheduling does not require payment by the Employer to any Substitute Employee.

32.7 The Employer will turn over to the Union the Employee's share of the annual Employment Insurance rebate cheque.

32.8 There shall be no pyramiding of rates of pay or benefits anywhere in this Agreement.

(\*32.9 All employees are entitled to work in a harassment-free workplace.

### **ARTICLE 33 – PRESENT CONDITIONS AND BENEFITS**

33.1 All provisions of this Agreement are subject to applicable laws now or hereafter in affect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **ARTICLE 34 – WORKERS' COMPENSATION**

34.1 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 days following a compensable injury) up to a maximum of ninety-five percent (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 the employee's 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 reaches 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 employees 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 i.a) above shall prevail.

34.2 An employee shall continue to accrue seniority while in receipt of Worker's Compensation Benefits.

- 34.3 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.
- 34.4 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 the time spent at the work place unless the employee continues to receive full WCB benefits for the time worked.

**(\* ARTICLE 35 – NO STRIKE OR LOCKOUT**

- 35.1 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the Trade Union Act (Nova Scotia), or any other interference with the operations of the Employer by the Employees and/or Union and the Employer agrees that there will be no lock-out as defined by the Trade Union Act during the term of the Agreement.

**(\* ARTICLE 36 – RETIREMENT**

- 36.1 The date for normal retirement shall be the first of the month following the month in which the employee turns 65 years of age.

**(\* ARTICLE 37 – MEDICAL, LICENSE AND EYE EXAMINATIONS**

- 37.1. The Employer will reimburse employees for the cost of all required medical and eye examinations. For any employees required to have a Class 2B license the Employer will reimburse such employees for all additional costs incurred in upgrading to and renewing a Class 2B license from a Class 5 license upon the employee producing a receipt

**ARTICLE 38 – RESOLUTIONS AND REPORTS**

- 38.1 In this Agreement:

- (a) Copies of all rules and regulations and Regional Centre Policy adopted by the Regional Centre, which affect the members of this Union, are to be forwarded to the Union.

**ARTICLE 39 – TERM OF AGREEMENT**

- 39.1 This Agreement shall be binding and remain in effect from April 1, 2015 to March 31, 2021 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.
- 39.2 Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

- 39.3 Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, 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.
- 39.4 (a) If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in force and effect for the remainder of the term.
- (b) Any part of this agreement that is so altered or invalidated as per Article 39.4(a) shall, on the request of either party, be renegotiated by the Employer and the Union and shall be replaced or altered as then may be mutually agreed between the parties.
- 39.5 An Employee who has left their employ due to regular or early retirement between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages for the time worked, salaries or other perquisites.

In the event that an Employee has died, the retroactive payment owing shall be paid to the Employee's beneficiary, or in the absence of a beneficiary to the Employee's estate.

#### **ARTICLE 40 – BENEFIT AND BINDING**

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

#### **ARTICLE 41 – JOB DESCRIPTIONS, CLASSIFICATION AND RECLASSIFICATION**

- 41.1 The Employer agrees to give to the Union copies of all job descriptions (including changes to such job descriptions) within thirty (30) days from the date such job descriptions are prepared or changed. Changes to job descriptions shall be given to the Union at Labour Management meetings.
- 41.2 Existing classifications shall not be eliminated without the prior agreement of the Union.
- 41.3 If a new classification is established during the term of this Agreement the rate of pay for such classification shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new classification, the rate proposed by the Employer shall be introduced and the dispute shall be referred to arbitration and the decision of the arbitrator shall be effective from the date the position was first filled by an Employee.

#### **ARTICLE 42 – TECHNOLOGICAL CHANGE**

- 42.1 In this Article “Technology Change” means any change in:
- (a) The introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
- (b) In work method, organization, operations or processes affecting one or more employees;

- (c) In the location at which the work, undertaking or business operations; or
- (d) In the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business;

that could reasonably be expected to adversely affect the hours of work available to an Employee in the bargaining unit or could reasonably be expected to result in the layoff of an Employee in the bargaining unit.

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

- (a) The Employer agrees to notify the Union as far as possible in advance of the intention to introduce technological change and to update the information provided as new developments arise and modification are made; and
- (b) Notwithstanding (a), the Employer shall provide the Union at least sixty (60) Days prior notice in writing of any technological change which will result in the layoff of any Employee in the bargaining unit.

42.3 Technological change shall be introduced only after the Employer and the Union has engaged in consultation to attempt to minimize any adverse effects of the technological change on Employees in the bargaining unit.

42.4 Where the introduction of technological change requires new or enhanced skills than those already possessed by the Employees affected by the technological change, the Employer agrees to provide reasonable additional training opportunities for employees adversely affected by the proposed technological change.

#### **ARTICLE 43 – PUBLIC/PRIVATE PARTNERSHIPS**

43.1 In the event that 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, provided that Employees in the bargaining unit were providing services at the school(s) replaced by the school owned and operated by such person, corporation, or other entity:

- (a) agree with such corporation, person or other entity that Employees in the bargaining unit will provide custodial services at such school; or
- (b) require that such corporation, person or other entity hire such persons as it requires for custodial services from the Employees affected on such terms and conditions as to wages and benefits that are no less favourable than those provided in this Agreement; and
- (c) any custodial Employees affected who are not hired by the corporation, person or other entity shall be entitled to exercise their rights under this Agreement.

**ARTICLE 44 – PROFESSIONAL DEVELOPMENT FUND**

1. The Employer shall provide the sum of five thousand (\$5000.00) for the establishment of a Professional Development Fund (PDF) upon the date of signing of this agreement.
2. The purpose of the PDF is to allow CUPE members the financial assistance to develop skills including, but not limited to literacy, mathematics, and courses related to the employees' classification.
3. The Labour Management Committee will establish guidelines for the PDF and the Human Resources Department will administer the fund.
4. The Labour Management Committee will be provided with semi-annual reports on the PDF.
5. The PDF will be replenished annually by the Employer to return the PDF to five thousand dollars (\$5000.00).
6. The unused portion of the PDF will be carried over annually and the maximum balance shall not exceed \$7,500 in any given year.

IN WITNESS WHEREOF the parties hereto acknowledge that this Collective Agreement was signed on unceded Mi'kmaq territory at Yarmouth, Nova Scotia this 2 day of July, 2019.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964

Per: [Signature]

Per: [Signature]

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

[Signature]

Witness as to Canadian Union of Public Employees, Local 964

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: [Signature]

Per: \_\_\_\_\_

[Signature]

Witness as to Tri-County Regional Centre for Education



## APPENDIX "A"

PS Group	Current Rate	2015.04.01	2016.04.01	2017.04.01	2018.04.01	2019.03.31	2019.04.01	2020.03.31	2020.04.01	2021.03.31
		0%	0%	1%	1.50%	0.50%	1.50%	0.50%	1.50%	0.50%
Apprentice 1	18.430	18.430	18.430	18.610	18.890	18.980	19.260	19.360	19.650	19.750
Apprentice 2	19.570	19.570	19.570	19.770	20.070	20.170	20.470	20.570	20.880	20.980
Apprentice 3	20.730	20.730	20.730	20.940	21.250	21.360	21.680	21.790	22.120	22.230
Apprentice 4	21.880	21.880	21.880	22.100	22.430	22.540	22.880	22.990	23.330	23.450
Building Operator	27.050	27.050	27.050	27.320	27.730	27.870	28.290	28.430	28.860	29.000
Building Specialist	23.450	23.450	23.450	23.880	24.040	24.160	24.520	24.640	25.010	25.140
Bus Driver	22.520	22.520	22.520	22.750	23.090	23.210	23.560	23.680	24.040	24.160
Custodian	18.060	18.060	18.060	18.240	18.510	18.600	18.880	18.970	19.250	19.350
General Labourer	15.450	15.450	15.450	15.600	15.830	15.910	16.150	16.230	16.470	16.550
General Maintenance	20.450	20.450	20.450	20.650	20.960	21.060	21.380	21.490	21.810	21.920
Head Custodian	18.860	18.860	18.860	19.050	19.340	19.440	19.730	19.830	20.130	20.230
Head Mechanic	25.750	25.750	25.750	26.010	26.400	26.530	26.930	27.060	27.470	27.610
Inventory Clerk	20.720	20.720	20.720	20.930	21.240	21.350	21.670	21.780	22.110	22.220
Janitor	16.940	16.940	16.940	17.110	17.370	17.460	17.720	17.810	18.080	18.170
Mechanic	24.870	24.870	24.870	25.120	25.500	25.630	26.010	26.140	26.530	26.660
Motor Vehicle Body Repair	24.870	24.870	24.870	25.120	25.500	25.630	26.010	26.140	26.530	26.660
Tradesperson	24.870	24.870	24.870	25.120	25.500	25.630	26.010	26.140	26.530	26.660

**MEMORANDUM OF AGREEMENT #1**

**Bus Drivers**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
("The Employer")

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
("The Union")

The Parties to this Letter of Agreement agree to the following:

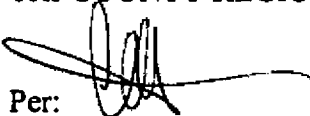
- 1) Bus Drivers are ten (10) month employees.
- 2) For unpaid school breaks Bus Drivers shall have their service interrupted; However, the service for the unpaid leave period will be re-credited once the Bus Driver is recalled.
- 3) Benefits are maintained for Bus Drivers during all unpaid school breaks.
- 4) Bus Drivers' pay is inclusive of all monies owing with respect to vacation pay and statutory holiday pay.
- 5) Bus Drivers shall be deemed to be laid off during unpaid school breaks. Recall following the school break periods shall be automatic.

DATED this 2 day of July, 20 19

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

**MEMORANDUM OF AGREEMENT #2****SICK LEAVE PAYOUT**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
 (“The Employer”)

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
 (“The Union”)

The parties to this Letter of Understanding agree as follows:

1. All Employees formerly employed by the Yarmouth District School Board shall have determined the amount of sick leave payout to which such Employees may become entitled to under the provisions of the final Agreement between the Yarmouth District School Board and the Union, which reads as follows:

*“All employees at retirement age of 60 or over with ten (10) years of service or more shall receive a lump sum payment of 100% for all unused sick leave with a maximum of one hundred and fifty (150) days accumulated credit. All employees with ten (10) years of service or more, except employees discharged for cause, shall receive a lump sum payment of 50% for all unused sick leave credit upon termination of employment with a maximum of one hundred and fifty (150) days of accumulated credit”.*

There shall be no further additions to such entitlements. Such Employees shall be entitled to be paid such entitlement on the terms as provided for in such Collective Agreement provided that the amount paid to such Employee shall be the amount calculated as of the date of the signing of this Agreement or the applicable percentage of unused sick leave credits from the date of entitlement, whichever is the lesser. In the event of the death of the Employee while employed by the Regional Centre, the benefit will be paid to the estate of the Employee.

2. All Employees formerly employed by the Shelburne District School Board shall have determined the amount of sick leave payout to which such Employees may become entitled to under the provisions of the final Agreement between the Shelburne District School Board and the Union which reads as follows:

*“All employees covered by this agreement who reach retirement age and retire or are forced to retire due to poor health, from employment with the Employer, shall receive 100 per cent cash payment of all unused sick leave credits. All employees covered by this agreement who have completed a minimum of 10 years of service with the Employer and leave employment voluntarily or otherwise, except employees dismissed for cause, shall receive 50 per cent cash payment for all unused sick leave credits”.*

There shall be no further additions to such entitlements. Such Employees shall be entitled to be paid such entitlement on the terms as provided for in such Collective Agreement provided that amount paid to such Employee shall be the amount calculated as of the date

of the signing of this Agreement or the applicable percentage of unused sick leave credits from the date of entitlement, whichever is the lesser. In the event of the death of the

Employee while employed by the Regional Centre, the benefit will be paid to the estate of the Employee.

3. When an Employee is entitled to a payment pursuant to the provisions of this Letter of Understanding, the Employee may choose from the following options for payment, provided such option is permitted by law or the terms of the applicable plan.


- (a) A lump sum payment at the time of termination of employment;
- (b) A Registered Retirement Savings Plan payable to the registered carrier, to be held in trust for the Employee;
- (c) Converted into a paid pre-retirement vacation or equivalent (in the case of an employee who is retiring), or
- (d) Rolled into a Pension Plan in accordance with the provisions of the Plan.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

**MEMORANDUM OF AGREEMENT #3**

**Employee Wellness/Sick Leave**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
(“The Employer”)

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
(“The Union”)

It is understood by the Parties that during the term of the collective agreement that:

- 1) Within 90 days of the signing of this agreement a committee shall be formed which shall be a sub committee of the Labour Management Committee.
- 2) The composition of the committee shall be three representatives of the union and three representatives of the Regional Centre.
- 3) The mandate of the committee will be to analyze the use of sick leave of the membership by making recommendations on:
  - Attendance management systems.
  - Corrective measures for the sick leave abuse.
  - An employee wellness program
  - An incentive program to reward those employees who use a minimum amount of sick leave and to assist in reducing the overall level of sick leave usage.
- 4) Time spent by union members serving on the committee shall be considered as time worked.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: [Signature]

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: [Signature]

**MEMORANDUM OF AGREEMENT #4**

**Substitute Employees Seniority**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
**(“The Employer”)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
**(“The Union”)**

The Parties to this Letter of Understanding agree as follows:

1. Substitute employees in the bargaining unit hired before the signing of this collective agreement shall have their seniority ranking assigned to them in a numerical order based on their hours worked as at May 31, 2001.
2. Seniority for substitute employees hired after the signing of this collective agreement is defined as the date of hire of employee.
3. The seniority of those described in article 1 above will have priority over those hired after the date of signing of this agreement. These employees are identified to be Lillian Nunn and Judy Young.
4. The Parties agree that for the period from January 1, 2001 to May 31, 2001 the hours for substitute employees will not be adjusted to reflect:
  - (a) hours not captured for extracurricular bus trips
  - (b) hours worked by substitutes in more than one job classification.
  - (c) The seniority list for substitute employees shall be published within thirty (30) days of the signing of this agreement.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

# Memorandum of Agreement #5

## Pension Contribution Rates and Plan Amendments

BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION  
("The Employer")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964  
("The Union")

The parties hereby agree as follows

1. The language of Article 28.2 in the Expired Collective Agreement shall be renewed without amendment.
2. Notwithstanding Article 28.2, during the life of the Agreement, the Employee contribution rate shall not exceed forty-five percent (45%) of the normal cost (meaning the going concern normal cost expressed as a percentage of payroll as calculated by the Plan Actuary) of the plan (excluding any special payments) as established by the Plan Valuation. Normal cost is subject to change by an actuarial valuation prior to the expiration of the contract. The Employee's contribution rate shall be expressed as a percentage of payroll and rounded to two decimal points.
3. Notwithstanding Article 28.2, in the event that the Employer intends to make any amendments to the current Plan Text, they shall meet with the Pension Advisory Committee prior to proceeding with any amendments and fully discuss the proposed amendments and the rationale and provide any and all relevant financial or other information at the time of the discussions. The Pension Advisory Committee shall be provided the opportunity to ask questions, seek clarifications, and make suggestions as they see appropriate.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

## **MEMORANDUM OF AGREEMENT # 6**

### **Job Sharing Agreement**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
 (“The Employer”)

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
 (“The Union”)

**THE PARTIES** hereto agree that Employees may be permitted to enter into a Temporary job sharing arrangement of a Full-Time position with the Employer under the following provisions:

#### **SECTION 1**

- 1.01 Job sharing will only be authorized where operational requirements permit and the provision of services is not adversely affected. In stating this, job sharing will not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official.
- 1.02 Job sharing partners shall be classified as Regular Part-Time term job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement. With the cessation of a job sharing arrangement, the shared position will revert back to being a Full-Time position.
- 1.03 No Employee shall be required to enter into a job sharing arrangement.

#### **Originating of Job Sharing Request**

- 1.04 An Employee shall submit a written proposal for job sharing to the Employee’s immediate Manager. The proposal shall include, but not be limited to the duration and description of the requested work/schedule allocation.
- 1.05 At least one Employee wishing to job share must be a CUPE Bargaining Unit Member and is incumbent of Full-Time position to be shared. Both Employees must be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.
- 1.06 All specifics associated with the job sharing opportunity shall be posted in accordance with Article 17.
- 1.07 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with Article 17. No Employee outside the Bargaining Unit will be employed as a job sharing partner until all Employees in the Bargaining Unit have adequate time to apply for the job sharing opportunity(s).
- 1.08 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee is interested in the job sharing partner opportunity.



- 1.09 The applicant Employee (the Employee who originated the job sharing request) will remain in the Employee's previous position and the recruitment process concludes if no suitable job sharing partner is found.

### **Cessation of Temporary Job Sharing Arrangements**

- 1.10 Upon the expiry of a temporary job sharing arrangement, the Employees will be returned to the same positions (if they exist) or equivalent regular position as held prior to the temporary job share arrangement.
- 1.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days' notice of his/her request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement.
- 1.12 A job sharing Employee shall provide thirty (30) days' notice of the intent to leave the job sharing arrangement. When a job sharing partner wishes to discontinue the arrangement, the arrangement ceases and the other job sharing partner has the option to initiate a new temporary job share arrangement in accordance with Sections 1.04, 1.05 and 1.06 above.
- 1.13 A job share agreement will be terminated should the original Full-Time position be subject to a reduction in hours.

### **Terms of Job Sharing Arrangements**

- 1.14 The position will be clearly identified as a temporary job sharing arrangement. Any new Employees hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis.
- 1.15 The duration of the job share will be a set term, with a minimum of six (6) months and the maximum of twelve (12) months. Any Party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties mutually agree.
- 1.16 A work schedule including days off will be developed with the Employees' Supervisor prior to the commencement of the job share. The work schedule and percentage of the jobs share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.
- 1.17 Job sharing Employees will be paid for hours worked during the pay period. Time worked in excess of a scheduled shift or in excess of the average bi-weekly hours (80 hours), will be compensated as overtime.
- 1.18 Employees sharing a position shall have the first chance at filling in when the other job sharing partner is absent. In the event, the job sharing partner does not wish to cover the other partner's absences the Employer shall attempt to schedule other eligible employees. As required by operational demands, the job sharing partners agree to make themselves available to work any extended absences, leaves, or time off of their partner when required by the Employer provided forty-eight (48) hours' notice is given. It is also expected that job sharing partners will make themselves reasonably available to work additional shifts as required by operational demands should the Employer be unable to schedule other eligible

Employees. Such time shall not constitute overtime unless the Employee works in excess of the hours outlined in Article 21.

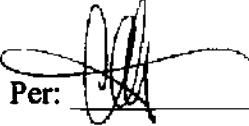
1.19 This Interim Job Sharing Agreement shall cease to have any effect when the current Collective Agreement between the Tri-County Regional Centre for Education and the Canadian Union of Public Employees expires.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

**MEMORANDUM OF AGREEMENT #7**

**New Classifications**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
(“The Employer”)

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
(“The Union”)

The Employers and CUPE Locals agree:

While recognizing the right of each individual Employer to determine and establish classification(s) within its own Regional Centre, each Employer also recognizes the value of maintaining the voluntarily developed standardized classification and wage scale.

To that end:

- a. There will be established a New Classification Committee consisting of a maximum of one CUPE employee and a maximum of one management employee from each Regional Centre as well as spokespersons for CUPE and the Employers.
- b. The New Classification Committee will meet annually, if required.
- c. When an Employer has developed a new classification (a classification that does not currently exist and appropriately falls within that particular Regional Centre’s CUPE bargaining unit), the Employer shall provide the job description and wage scale (as implemented within the Regional Centre) to the members of the New Classification Committee a minimum of fourteen (14) calendar days in advance of the annual meeting.
- d. When there is one or more new classifications to be considered, the New Classification Committee will meet at the annual meeting with the purpose of reviewing and, where possible, determining the appropriate relative wage scale for the new classification as presented.
- e. Such review and determination, where possible, is limited to considering:
  - i. required duties;
  - ii. standardized title; and
  - iii. the appropriate wage scale as it fits within the relativities established within the existing agreement.
- f. Nothing herein prevents the Employer from implementing a new classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.
- g. Should the New Classification Committee reach by consensus a different wage scale:

- i. if the different wage scale is more than the implemented wage scale, it shall be retroactively applied to the date of implementation of the new classification;
  - ii. if the different wage scale is less than the implemented wage scale, it shall be implemented effective the next pay period following the New Classification Committee decision.
- h. Should the New Classification Committee not reach consensus on a different wage scale, either:
- I. The Employer's implemented wage scale remains; or
  - II. At the discretion of CUPE or an Employer, the unresolved issue of appropriate relative wage for the new classification will be settled by a mutually agreed upon arbitrator [with the jurisdiction of applying the conditions established in (e)].
  - III. Following each annual meeting, if there is more than one referral pursuant to (ii), then those matters will be referred to the same Arbitrator at the same hearing.

DATED this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per:  \_\_\_\_\_

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

  
Per: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT #8****Redeployment**

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
**(“The Employer”)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964**  
**(“The Union”)**


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:


- (a) 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 Regional Centre. 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 Regional Centre'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.
- (b) For the purposes of this agreement the lay-offs discussed are limited to permanent lay-offs provincially mandated by the shared-service review.
- (c) 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.
- (d) The committee will address any issues around implementation and interpretation including the awarding of funded severance, if any.
- (e) 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.
- (f) The ability to speak and write fluently in French is a requirement for employment with the CSAP.

DATED this 2 day of July, 2017

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per:  \_\_\_\_\_

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per:  \_\_\_\_\_

## Memorandum of Agreement #9

### Use of Regional Buses on School Trips

**BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION**  
("The Employer")


**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964]**

The Employers and CUPE Locals agree ("The Union")

Regional Centre Buses and Bargaining Unit Drivers shall be used for all school trips subject to availability of buses and qualified drivers.

**DATED** this 2 day of July, 2019

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: 

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: 

# Memorandum of Agreement #10

## Retirement/Severance/Death Benefit/Long Service

BETWEEN: TRI-COUNTY REGIONAL CENTRE FOR EDUCATION  
("The Employer")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 964]

The Employers and CUPE Locals agree ("The Union")

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 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 anyway admitting to the constitutionality of Bill 148 in whole or part.

Note:

The Parties agree that this will be added to all CA Articles and MOAs that relate to the existing Severance or Sick Time service payouts.

DATED this 2 day of July, 209

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 964

Per: [Signature]

TRI-COUNTY REGIONAL CENTRE FOR EDUCATION

Per: [Signature]