

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**

**- and -**

**NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION, LOCAL 73**

**Term: April 1, 2009 to March 31, 2012**

## TABLE OF CONTENTS

*ARTICLE 1 - PREAMBLE AND DEFINITIONS .....	4
ARTICLE 2 - RECOGNITION.....	7
*ARTICLE 3 – DURATION .....	7
ARTICLE 4 – BENEFIT AND BINDING.....	8
ARTICLE 5 - MANAGEMENT RIGHTS.....	8
ARTICLE 6 - UNION SECURITY, ACTIVITIES AND DUES CHECK-OFF.....	9
ARTICLE 7 - UNION REPRESENTATION.....	10
ARTICLE 8 - LEGAL/LIABILITY COVERAGE .....	11
ARTICLE 9 - DISCIPLINE AND PERSONNEL FILES.....	12
ARTICLE 10 - JOINT COMMITTEE .....	14
ARTICLE 11 - NO DISCRIMINATION/HARASSMENT .....	15
ARTICLE 12 - GRIEVANCE PROCEDURE .....	15
ARTICLE 13 - ARBITRATION.....	18
ARTICLE 14 - CORRESPONDENCE AND COMMUNICATION .....	19
*ARTICLE 15 – OCCUPATIONAL HEALTH & SAFETY .....	20
ARTICLE 16 - NEW EMPLOYEES.....	20
ARTICLE 17 - VOLUNTEERS.....	20
*ARTICLE 18 - SICK LEAVE/WORKERS' COMPENSATION .....	21
ARTICLE 19 - PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	24
*ARTICLE 20 - BEREAVEMENT LEAVE .....	27
ARTICLE 21 - LEAVES.....	28
*ARTICLE 22 - LEAVE FOR UNION BUSINESS.....	34
ARTICLE 23 - PREPAID LEAVE.....	37
*ARTICLE 24 - SENIORITY .....	40
*ARTICLE 25 - PROBATIONARY EMPLOYEES .....	42
*ARTICLE 26 - CLASSIFICATIONS.....	43
*ARTICLE 27 - LAYOFF.....	47
*ARTICLE 28 - RECALL.....	49
ARTICLE 29 - TRANSFERS .....	55
ARTICLE 30 – EXCHANGES.....	55

ARTICLE 31 - TEMPORARY REDUCED HOURS OF WORK.....	56
ARTICLE 32 - ADDITIONAL INSTRUCTIONAL SUPPORT HOURS.....	57
ARTICLE 33 - TECHNOLOGICAL CHANGE .....	59
*ARTICLE 34 - JOB POSTING .....	60
*ARTICLE 35 - PAYMENT OF WAGES AND ALLOWANCES.....	63
*ARTICLE 36 – HOURS AND CONDITIONS OF WORK.....	64
*ARTICLE 37 - OVERTIME .....	67
ARTICLE 38 - HOLIDAYS.....	68
*ARTICLE 39 – VACATION PAY .....	68
*ARTICLE 40 - EMPLOYEE BENEFITS .....	68
ARTICLE 41 - TRAVEL AND TRANSPORTATION.....	70
*ARTICLE 42 – TRAINING AND DEVELOPMENT .....	71
*APPENDIX A - RATES AND CLASSIFICATIONS.....	74
LETTER OF UNDERSTANDING #1 .....	78
SERVICE AWARDS, DEATH BENEFITS OR SICK LEAVE PAYOUT .....	78

**\* Article changed in this round of negotiations.**

## **\*ARTICLE 1 - PREAMBLE AND DEFINITIONS**

Both parties to this Agreement recognize that:

- (a) the common object of the Employer and its employees is the rendering of the highest standard of support services possible to the students of Annapolis Valley Regional School Board within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the employees, the students, parents and all members of the educational community;
- (c) the purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and an amicable method of settling differences regarding the same which may from time to time arise, negotiated by the Employer and the Union for Employees in the bargaining unit.

1.1 For the purpose of this Agreement:

- (a) "Agreement" means this Collective Agreement signed between the Annapolis Valley Regional School Board and the Nova Scotia Government and General Employees Union;
- (b) "Board" means the Annapolis Valley Regional School Board ("AVRSB");
- (c) "Casual Employee" means a person hired to work for up to eighty-nine (89) days in the same position on a regularly scheduled basis including days worked as a substitute employee in that position. This Agreement does not apply to Casual Employees'
- (d) "Continuous employment" means the Employee's entire period of employment from the date of hire as a Full-time, Part-time or Term Employee and includes Christmas, March and Summer breaks, and the probationary period;
- (e) "Date of hire" means the first day worked as an Employee and shall include the probationary period;
- (f) "Day" means a working day unless otherwise specified in this Agreement;
- (g) "Employee" means a person employed by the Employer in the bargaining unit;
- (h) "Employer" means the Annapolis Valley Regional School Board ("AVRSB") or its designated management;

- (i) “Full-Time Employee” means a person scheduled to work thirty (30) or more hours per week in a permanent or term position;
- (j) “Geographic Area” means the school region administered by the Annapolis Valley Regional School Board;
- (k) “Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement;
- (l) “Immediate supervisor” means the principal (or designate) or other person designated by the Employer;
- (m) “Lay off/laid off” means an Employee who is in receipt of a lay off notice, is not working for the Employer and has not been rehired;
- (n) “Local” means Local 73 of the Nova Scotia Government and General Employees Union (“Local”);
- (o) “Part-Time Employee” means a person in a permanent position who is regularly scheduled to work less than the hours of a Full-Time Employee;
- (p) “Parties” means the signatories to this Agreement (i.e. the Annapolis Valley Regional School Board and the Nova Scotia Government and General Employees Union);
- \* (q) “Probationary period” is the greater of a period of ninety (90) days, or two hundred and twenty-five (225) hours, but not for more than one hundred and fifty-five (155) days, of actual work from the date of hire;
- (r) “Qualifications” means experience, abilities, technical qualifications (or acceptable equivalencies) and conformance to the job specifications;
- (s) “Recall list” means a list developed by classification and seniority to be used from September 1<sup>st</sup> to June 30<sup>th</sup> (or the date on which lay-off notices are issued) of the following year for recall purposes;
- \* (t) “Region” is the area administered by the Annapolis Valley Regional School Board;
- \* (u) “School year” means the school calendar as prescribed annually by the Department of Education (and not to be less than 195 days per year);
- \* (v) “Seniority” means an Employee’s continuous employment with the Employer;

- \*(w) “Substitute Employee” means a person who is employed on a non-regularly scheduled basis (this Agreement does not apply to Substitute Employees);
  - \*(x) “Surplus list” a list developed by classification and seniority to be used from the date of issuance of lay-off notice to August 31<sup>st</sup> for recall purposes.
  - \*(y) “Temporary Hours” are hours assigned to schools for a duration of less than ninety (90) days;
  - (z) “Term Employee” means a person who is hired to work in a Term position. This Agreement applies to Term Employees from the first day of work in the Term Position;
  - \*(aa) “Term Position” means a vacancy for a period of forty-five (45) days or more with a specific start date and termination date that occurs due to the unpaid absence of an Employee, with the exception of a leave because of Pregnancy, Parental, Adoption, or compensable Workers’ Compensation, or a vacancy that occurs when additional permanent hours are added to schools after the thirtieth (30<sup>th</sup>) day of September;
  - \*(ab) “Trial period” means a period of forty-five (45) days immediately after an existing Employee is awarded a new position for which she competed and was the successful applicant;
  - \*(ac) “Union” means the Nova Scotia Government and General Employees Union (“NSGEU”);
  - \*(ad) “Working day” means days exclusive of Saturdays, Sundays and Holidays;
  - \*(ae) “Year” means the period commencing at 12:01 a.m. on August 01 and ending at 11:59 p.m. on July 31; and
  - \*(af) “Years of service” means the total number of years of continuous employment from the Employee’s date of hire to the present.
- 1.2 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.
- 1.3 The parties shall have the right to designate an alternate representative for any of the parties’ representatives in this Agreement.
- 1.4 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* of Nova Scotia, slow downs, picketing, or any other interferences with

the operations of the Employer and the Employer agrees that there will be no lockout as defined by the *Trade Union Act* during the term of the Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Nova Scotia Government and General Employees Union as the sole and exclusive collective bargaining agent for the Instructional Support Bargaining unit as described in Labour Relations Board (Nova Scotia) Order No. 4497 (Section 31) dated January 21, 1997 but excluding those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, revised statutes of Nova Scotia, 1989. (See Schedule 'A' for copy of Order.)
- 2.2 The Employer shall make available to the Union, on request, information relating to salary, benefits and policies and procedures required by the Union for collective bargaining purposes.
- 2.3 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 2.4 This Agreement applies to:
- (a) Full-Time Employees;
  - (b) Part-Time Employees;
  - (c) Term Employees from date of hire; and
  - (d) Probationary Employees from date of hire except as otherwise provided in this Agreement.
- 2.5 (a) The Employer agrees to provide the Local President with a copy of the Board's Policies and Procedures, and updates when changed. The Board agrees to not change present practices without first consulting with the Joint Committee on changes that will affect the bargaining unit.
- (b) The Employer agrees to implement policies and procedures (and updates when changed) in accordance with the Board's Administrative Procedures on Development of Policy.

## **\*ARTICLE 3 – DURATION**

- \*3.1 \*(a) This Agreement shall in effect for a term beginning from April 1, 2009 to March 31, 2012. After March 31, 2012, this agreement shall be

automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement

- (b) The terms of this Agreement shall become effective from the date of signing except that wages (Article 35 and Appendix "A") shall be effective as provided in Appendix "A".

3.2 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.

3.3 (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 full force and effect for the remainder of the term.

- (b) Any part of this Agreement that is so altered or invalidated as per Article 3.3(a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties

#### **ARTICLE 4 – BENEFIT AND BINDING**

4.1 This Agreement and everything herein shall ensure the benefit of and be binding upon the parties hereto, their successors and assignees respectively.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

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

- (a) maintain order and efficiency;
- (b) hire, determine qualifications, assign work, schedule work, promote, demote, transfer, lay off, determine hours of work, discipline, suspend, or discharge for just cause any Employee covered by this Agreement;
- (c) make and alter, from time to time, rules and regulations to be observed by Employees, 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 Joint Committee;

- (d) determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirements to be used in providing these services; and
- (e) study or introduce new or improved methods or facilities, to determine the standard and quality of care to be provided, to determine schedules of work, the extension, limitation, curtailment or cessation of operations in whole or in part, subject to this Agreement to contract out work, and all other matters concerning the operation of the Employer's services not specifically restricted in this Agreement.

5.2 The Employer agrees that it will not exercise its rights in a manner which is capricious, malicious or biased.

5.3 (a) The Employer agrees, during the term of this Agreement, not to contract out services presently provided by Employees in the bargaining unit until the Union has been advised of the intent and consulted as per this Agreement.

(b) The Employer will make reasonable efforts where work is contracted out to obtain positions with the contractor for Employees whose work is contracted out.

(c) An Employee who indicates she would like the option to return to her employment with the Employer within thirty (30) days of the proposed contracting out shall be given three (3) months to return to the bargaining unit after she commences employment with the contractor.

(d) The Employer agrees to be bound by Section 31 of the *Trade Union Act*.

5.4 The parties acknowledge that some positions in the bargaining unit will be funded by external sources (including fund-raising) or agencies and all employees working in these positions will be Board positions and awarded in accordance with this Agreement.

## **ARTICLE 6 - UNION SECURITY, ACTIVITIES AND DUES CHECK-OFF**

6.1 The Employer agrees that it shall be a condition of employment with the Employer that all Employees covered by this Agreement shall pay membership dues to the Union or an amount equal to such dues, for Employees who are not members of the Union.

- 6.2 It is agreed that the Local 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. Permission shall not be unreasonably withheld.
- 6.3 The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees in the bargaining unit.
- 6.4 The Union will inform the Employer of the deduction to be made under Article 6.
- 6.5 Subject to Article 6.4, the Employer shall provide to the Secretary-Treasurer of the Union, within a reasonable time after the deductions are made:
- (a) a list of employees and the respective deductions; and
  - (b) one monthly payment.
- 6.6 The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.
- 6.7 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.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.1 The Local may appoint a Collective Bargaining Committee, which shall consist of not more than four (4) Employees appointed by the Local. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Local 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 but shall not be eligible for overtime payments for time spent in such meetings which are conducted in other than regular working hours.
- 7.2 The Local shall not be prevented by the Employer from having the assistance of a representative from the Union when meeting with the Employer as required in the grievance procedure or for collective bargaining. The Union representative may have access to Employer's premises for such purposes only with prior notice to the Employer. Reasonable access will not be withheld.
- 7.3 The Employer shall be provided with a list, in writing, of all Local officers and their terms of office and shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Local with a list of supervisory personnel

with whom the Local may be required to transact business and shall supply the Local, within thirty (30) days, of any changes to that list.

- 7.4 (a) The Employer acknowledges the right of the Local to elect Stewards. The Employer shall be notified, within thirty (30) days, on any change to the list of Stewards.
- (b) Each Steward has her regular work to perform on behalf of the Employer. However, if it is necessary to process a grievance during regular working hours, a Steward will do so as expeditiously as possible.
- (c) A Steward or her alternate shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a Steward. Such permission will not be unreasonably withheld.
- (d) A Steward shall report back to her immediate supervisor before resuming the normal duties of her position after she has completed her duties as a Steward; and
- (e) Employees, who are Stewards, shall not suffer any loss of wages or benefits as a result of time spent on their duties during regular working hours, but there shall be no compensation to Employees, who are Stewards, for time spent on other duties outside regular working hours.
- 7.5 The Employer shall provide reasonable access to bulletin boards for the posting of Union notices. The Local shall be given reasonable access to the interschool mail system to deliver information to the school for Local members.

## **ARTICLE 8 - LEGAL/LIABILITY COVERAGE**

- 8.1 The Employer shall assume or pay all reasonable legal costs arising out of the defence of an Employee as a result of performing her duties for the Employer provided she was acting in the course of her employment and in compliance with Board policy, procedures and practices.
- 8.2 Employees will not be held responsible for any infringement of copyright or patent for copying materials when instructed to do so by the Employer. Prior permission to copy copyright and patent materials will be the sole responsibility of the Employer.
- 8.3 Where an Employee is charged with an offence while acting in the course of her employment and is subsequently found not to have committed the alleged offence, the Employee shall be reimbursed for her legal costs.

- 8.4 The Employer shall maintain liability insurance to cover losses or damages that may result from Employees acting within the scope of their assigned duties. Nothing in this Article relieves Employees of responsibility for their own actions.
- 8.5 No Employee shall be required to administer medications or perform medical/nursing procedures, e.g. diabetic testing, checking for head lice, and/or body rashes, etc., without the proper written authorizations and in accordance with the Board policies.

## **ARTICLE 9 - DISCIPLINE AND PERSONNEL FILES**

- 9.1 The Employer reserves the right to discipline, suspend, or discharge Employees for just cause.
- 9.2 An Employee shall have the right to have a Steward present at a meeting called by the Employer for disciplinary purposes. Where circumstances require immediate imposition of discipline and a Steward is not readily available every reasonable effort shall be made to have the President, or designate, of the Local present. If the Employee has requested representation and neither the Steward, nor the President is immediately available, then the Employer shall advise the Union as soon thereafter as possible of the discipline imposed.
- 9.3 An Employee shall be notified in writing of any disciplinary action. Unless specifically directed otherwise by the Employee, the Employer shall notify the Union of the action taken within 48 hours of such decision unless otherwise directed by Section 27, subsection (k) of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.
- 9.4 Whenever the Employer deems it necessary to discipline an Employee, in a manner indicating that dismissal may follow any further infraction, the Employer shall, within five (5) days thereafter, give written particulars of such incident to the Employee, with notice to the Union, unless otherwise directed by Section 27, subsection (k) of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.
- 9.5 Where it is determined, through the grievance process that an Employee has been unjustly disciplined, suspended or discharged, the Employer shall forthwith compensate the Employee for any amounts as agreed between the parties or as determined by arbitration, including where appropriate, reinstatement. If the grievance is sustained in full, all records held by the employer dealing with such discipline, suspension or discharge shall be removed from the personnel file and destroyed immediately upon receipt of the final decision.
- 9.6 Records of any discipline shall be removed from the Employee's file if, within the subsequent thirty (30) months of actual work, there have been no further

incidents of the same or of a similar nature. When a record of discipline has been on an Employee's file for more than twelve (12) months, the Employee may request the record to be removed from the Employee's file and the Employer may agree or not agree to such request.

9.7 Employees' personnel files shall be considered confidential and not accessible to unauthorized Employees.

9.8 (a) Personal files maintained by the Human Resources Department will include but not be limited to information such as:

- completed evaluations;
- letter of appointment;
- copies of educational and licensing upgrading;
- any confidential correspondence;
- letters of commendation and discipline; and
- leave requests for more than thirty (30) days.

(b) Pay and benefits files will include but not be limited to information such as:

- TD1 forms;
- date of commencement of employment;
- job classifications;
- individual travel claims;
- insurance, benefit and pension coverage forms;
- record of accumulated sick leave;
- time sheets;
- leave requests;
- absentee forms; and
- records of employment.

9.9 An Employee may make an appointment for a meeting with the Director of Human Resources, or designate, to review her personnel files. Such appointment shall be during normal Employer office hours. The Employee shall be entitled, to make a copy of any information contained in her personnel file(s). Further, the Employee shall have the right to reply in writing to any document placed in her personnel file(s) and such reply shall become a part of the Employee's record. Information obtained by an Employee in this manner shall not be sufficient and justifiable notification of a letter of warning or criticism.

9.10 With the written permission of the Employee, the Union may request copies of all documents in her personnel file(s) and be given them within five (5) days. The cost of photocopying documents will be charged to the Union at the normal Board rate.

## ARTICLE 10 - JOINT COMMITTEE

- 10.1 The Employer [maximum four (4) representatives and four (4) members of the Local Executive will constitute the Joint Committee. By mutual agreement, other persons may attend meetings of the Committee.
- 10.2 The purpose of the Committee is to foster good communication and effective working relationships, and discuss common concerns which are directly related to the Agreement, between the parties.
- 10.3 (a) The Committee shall meet monthly during the period September 1 to June 30 in each year and may meet on such other dates and times as may be mutually agreed upon. Dates and places will also be mutually agreed upon. Any meeting that is scheduled may be cancelled or rescheduled by mutual agreement. Either party can schedule emergency meetings if required. Meetings will be scheduled during the normal hours of work, in accordance with Article 36.2(a).
- (b) Any member of the Committee who wishes to have any particular matter discussed at any meeting of the Committee shall notify the Chairperson at least five (5) days before the date of the meeting and the Chairperson will then add that subject to the agenda for that meeting.
- (c) The agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties for that meeting at least four (4) days prior to the meeting but with the consent of the parties, any additional matter may be added to the agenda at the meeting.
- (d) Any Employee who is a member of the Committee shall receive regular pay for that day but shall not receive overtime pay in addition.
- 10.4 The Committee shall determine its own procedure through mutual agreement of the parties. The Committee shall define problems, develop viable solutions to such problems and have the power to make recommendations to the Local and the Employer with respect to its discussions and conclusions.
- 10.5 The Employer and the Local shall each designate a Chairperson of the Committee and the representatives of the Employer and the Local shall alternate preparing the agenda and presiding over the meeting. The Recording Secretary will be provided by the Human Resources Department and shall be responsible for distributing the agenda and preparing the minutes. Minutes so prepared shall be distributed by the party preparing the minutes to the other members of the Committee within two (2) weeks following the meeting.

## **ARTICLE 11 - NO DISCRIMINATION/HARASSMENT**

- 11.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the *Human Rights Act*, and without restricting the provisions of that Act, there shall be no discrimination on account of age (except in accordance with a bona fide retirement plan or policy of the Employer), race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability (except where the nature and extent of the disability reasonably precludes the performance of the particular employment or activity), an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, or political belief, affiliation or activity nor by reason of her membership or activity (or lack thereof) in the Union.
- 11.2 The Employer shall make reasonable accommodation for Employees to ensure they are not discriminated against pursuant to the *Human Rights Act* and this Article and the Union shall cooperate with such reasonable accommodation.
- 11.3 It is agreed that the Employer will strive to achieve and maintain a work environment free from personal harassment.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.1 Grievances concerning suspension, discharge, sexual harassment and occupational health and safety issues will be filed at Step 2 of the Grievance Procedure.
- 12.2 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 question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.
- 12.3 An Employee has the right to have a Steward present at any step of the Grievance Procedure. Employees who must be present at meetings concerning a grievance shall have their normal salary continued but will not be paid for time outside the Employee's regular hours.
- 12.4 **Employee Grievances**

Employee grievances shall be processed in the following manner:

- (a) Step 1

The Employee shall discuss the matter complained of with the Employee's

Principal (or immediate Supervisor if not working in a school) within fifteen (15) days of the initial occurrence of the event giving rise to the grievance. The Principal (or immediate supervisor) shall render a decision within five (5) days of discussing the matter with the Employee.

(b) Step 2

- (i) If the matter is not resolved informally at Step 1, the aggrieved Employee shall submit the grievance in writing to the Coordinator of Employee and Labour Relations.
- (ii) The grievance must be submitted within ten (10) days of the date of the reply of the Principal (or immediate supervisor). The grievance shall bear the signature of the Employee, and shall provide a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought.
- (iii) The Coordinator of Employee and Labour Relations shall reply in writing to the grievance within five (5) days from the date upon which it was received.

(c) Step 3

- (i) Failing satisfactory settlement at Step 2, within ten (10) days following the reply of the Coordinator of Employee and Labour Relations, the grievance shall be submitted in writing to the Director of Human Resources.
  - (ii) Within ten (10) days of receipt of the grievance, the Director of Human Resources 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.
  - (iii) Within ten (10) days of the meeting in 12.4(c)(ii), the Director of Human Resources shall reply in writing to the grievance.
  - (iv) If the matter is not resolved at Step 3 of the grievance procedure, the Union may refer the grievance to arbitration pursuant to Article 13.
- (d) Failure to have a Union Official present at any step of the grievance procedure will not invalidate the grievance.



## 12.5 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 Local (with a copy to the Employee Relations Officer of the Union) as the case may be within twenty (20) days of the event giving rise to the grievance. Pursuant to Article 16.1, the event giving rise to the grievance may include the date that the Union was informed in accordance with Article 34.14.
  - (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources or President of the Local shall arrange and hold a meeting to discuss the grievance and at such meeting there shall be present such persons as the parties may mutually agree shall be in attendance and both parties shall act reasonably in this regard.
  - (c) Within ten (10) days of the meeting, the Director of Human Resources or the Employee Relations Officer of the Union shall reply in writing to the grievance.
  - (d) If no satisfactory settlement is reached within ten (10) days of the reply in 12.5(c), it may be submitted by the grieving party to arbitration pursuant to Article 13.
  - (e) It is the intention of the parties that the procedure provided for in this clause shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for Employees where the subject matter of the grievance relates to an individual employee.
- 12.6 It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all the steps thereof and within the applicable time limits failing which the grievance shall be considered to be settled and at an end.
- 12.7 If the Employer fails to comply with the applicable steps and time limits set out above, the griever shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure.
- 12.8 Any of the time limits in this Article may be extended by mutual agreement in writing between the parties within the time limits.
- 12.9 Any step of the grievance procedure may be omitted by the mutual consent of both parties in writing.
- 12.10 The Employer shall supply the necessary facilities for the grievance meetings.

## ARTICLE 13 - ARBITRATION

- 13.1 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.
- 13.2 The Union and the Employer shall endeavour to use a single arbitrator.
- 13.3 (a) The party wishing the grievance to go to arbitration shall within ten (10) days of the reply in the last step of the grievance procedure submit three names to the second party. The second party shall agree to one arbitrator or present three different names. If within 10 days no arbitrator has been agreed upon, then the parties shall agree to use a Board of Arbitration and name their nominee within 2 days.
- (b) The two (2) nominees shall attempt to select a third person by agreement to act as a Chairperson of the Board of Arbitration but if they are unable to agree upon a Chairperson within ten (10) days, either nominee may request the Minister of Labour for the Province of Nova Scotia to select a Chairperson.
- 13.4 The Board of Arbitration (or single Arbitrator) may determine its own procedures, but shall give full opportunity to both parties to present evidence and make representations to it.
- 13.5 The Board of Arbitration (or single Arbitrator) shall, unless the parties otherwise agree, commence the hearing within thirty (30) days and shall rule on the grievance and render its 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.
- 13.6 The decision of the majority shall be the decision of the Board of Arbitration. Where there is a single Arbitrator, the decision of the single Arbitrator shall be the decision. The decision of the Board of Arbitration (or single Arbitrator) shall be final, binding and enforceable on all parties.
- 13.7 Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator or the Chairperson of the Board of Arbitration to reconvene to clarify but not to change the decision. The Board of Arbitration (or single Arbitrator) shall then convene by telephone conference at the earliest possible date to hear the submissions of the parties and shall then, where required, issue a supplementary award clarifying its decision.
- 13.8 The Board of Arbitration (or single Arbitrator) shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement. A Board of Arbitration or single Arbitrator shall have the power to

modify or set aside any unjust penalty of discipline, suspension or discharge, imposed by the Employer.

- 13.9 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one-half (1/2) of those fees and expenses of the Arbitrator or Chairperson not covered by the Provincial Department of Labour.
- 13.10 The time limits provided for in the arbitration procedure may be extended by consent of both parties to this Agreement.
- 13.11 At any stage of the arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the parties or the Board of Arbitration or single Arbitrator to have access to the Board's premises to view any working conditions which may be relevant to the grievance.

#### **ARTICLE 14 - CORRESPONDENCE AND COMMUNICATION**

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

Director of Human Resources  
Annapolis Valley Regional School Board  
P. O. Box 340  
121 Orchard Street  
Berwick, NS B0P 1E0

and addressed, in the case of the Union to:

President  
Nova Scotia Government and General Employees Union  
100 Eileen Stubbs Avenue  
Dartmouth, NS B3B 1Y6

with a copy to the Local President and Secretary and to the Employee Relations Officer assigned to the Local, and addressed, in the case of the Local to such address as the Local advises from time to time.

## **\*ARTICLE 15 – OCCUPATIONAL HEALTH & SAFETY**

- 15.1 The Employer, the Local and the Employees recognize and agree that they are bound by the provisions of the ***Occupational Health & Safety Act*** (Nova Scotia), SNS 1996, c.7.
- 15.2 The Employer, the Local and the Employees in collaboration agree to be bound by the Occupational Health and Safety policies of the Annapolis Valley Regional School Board.
- 15.3 The opportunity will be available for Employees to participate in the Joint Occupational Health and Safety Committee in their workplace.
- \*15.4 Employees will be compensated for all time and expenses while participating in OH&S activities as per the OH&S Act. Compensation for such hours will be at straight time. Employees will be provided with the relevant forms to apply for compensation. Forms should be completed and submitted within thirty days for payment.
- 15.5 The Employer shall take reasonable measures to ensure employees receive training, equipment and assistance to prevent injury on the job.

## **ARTICLE 16 - NEW EMPLOYEES**

- 16.1 Following the next regular meeting of the Human Resources Committee of the Board, the Employer shall, as soon as possible, provide any new Employee with written notice of the position, description (if any), classification and pay rate of new Employees covered by this Agreement. (The Local President and Secretary will be informed of new Employees in accordance with Article 34.14.)
- 16.2 Both parties agree to provide new employees with an “Orientation” package which will include a copy of the Collective Agreement, and other relevant information as determined by the Joint Committee.
- 16.3 The Employer shall provide all new Employees with an orientation to include all essential information related to this position and the Board’s policies, procedures, routines and practices.

## **ARTICLE 17 - VOLUNTEERS**

- 17.1 The Employer and the Union agree that volunteers can assist with the work of Employees.
- 17.2 The Employee will be consulted prior to a volunteer being allowed to assist in functions normally performed by the Employee.

- 17.3 The Employee will be given an opportunity to provide input on the functions expected to be performed by the volunteer. The volunteer will be given reasonable instructions necessary to perform the functions.
- 17.4 An Employee will not unreasonably refuse the assistance of a volunteer.
- 17.5 An Employee will not be held responsible for the actions of volunteers or violations by volunteers of Board policy or the law.
- 17.6 As a stakeholder group, the Local through the Joint Committee, will be requested to provide input into the revision of the Board policy: Volunteers in Schools.
- 17.7 The use of volunteers will not cause the layoff or loss of hours to members of the Bargaining Unit.

**\*ARTICLE 18 - SICK LEAVE/WORKERS' COMPENSATION**

**18.1 Injury on Duty**

The Employer shall provide Workers' Compensation coverage for all Employees covered by this Agreement.

- 18.2 (a) An Employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of her duties to her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.
- (b) The Employee shall fill out an accident report form and where appropriate apply for Workers' Compensation Benefits.
- \*18.3 Where an Employee is unable to return to work as the result of an injury on duty, the Employee's absence will be considered as sick leave until such time as Workers' Compensation has approved the claim. The Employer will consider any absences not approved or compensated by WCB as sick leave.
- 18.4 Where the absence due to injury on duty was for two days or less after the day of the injury, the Employer shall pay the Employee her full wages for the period in which the Employee was unable to work as a result of her injury on duty and deduct the appropriate amount from the sick leave entitlement of the Employee.
- \*18.5 (a) Where, pursuant to the *Workers' Compensation Act*, an Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full cost of any examinations, medical certification forms or reports if not covered by a medical health insurance plan or Workers' Compensation.

- (b) If an Employee who has suffered an on the job injury and is unable to work has her claim terminated by the Workers' Compensation Board, the Employee may appeal the termination or denial and be permitted to use her sick leave benefits. The Employee may request assistance from the Employer with the appeal and any related expenses.
- \*(c) Employees requiring medical attention during working hours will not lose pay for time spent as a result of an accident. Transportation and personal emergency assistance will be provided by the Employer if requested by the Employee, and paid if the cost is not covered by the Employee's Health Benefits.

\*18.6 Where permitted by the *Workers' Compensation Act* and where it will not adversely affect the compensation to be paid to an Employee, the Employer agrees to:

- \*(a) "top-up" the Workers' Compensation benefits that an Employee receives during her absence to a maximum of Eighty-Five percent (85%) of the net pay of the Employee as calculated in accordance with the *Workers' Compensation Act*. Such "top-up" will not exceed three (3) years.
- \*(b) maintain the Employer contributions to all benefit plans in which the Employee is a participant for the period of the Employee's absence from work as a result of the injury on duty.

\*18.7 The position vacated by an Employee on Workers' Compensation will be filled by a casual employee until such time as it is posted and filled as a Term position.

## 18.8 Sick Leave

Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury for which compensation is not payable under the *Workers' Compensation Act*.

- 18.9 (a) An Employee will earn sick leave credits at the rate of two (2) days per month of paid employment to a maximum sick leave accumulation of one hundred and ninety-five (195) days. Those employees working fewer days per month will be credited with sick leave on a pro-rated basis.
- (b) Pay for sick leave shall be an amount equal to the amount received for the normal working days.
- (c) Sick leave accumulation shall be reduced by the amount of sick leave taken.

\*18.10 An Employee is entitled to receive sick leave, including to attend her medical or dental appointments, with pay provided:

- (a) the Employee is unable to perform the normal duties of her position;
- (b) she is not able to perform alternate duties; and
- (c) she has the necessary sick leave credits.

18.11 There shall be no pyramiding of benefits under this Agreement.

18.12 Any unused sick leave benefits shall be cancelled on termination of employment unless otherwise provided in this Agreement.

18.13 In all cases of illness or injury, an Employee will make every reasonable effort to notify her Principal (or immediate supervisor) as soon as possible but preferably at least two (2) hours before the commencement of the school day.

18.14 (a) Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify her immediate supervisor on the afternoon of school prior to her date of return to work.

- (b) If requested by the Employer, after reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must submit a medical certificate outlining the severity and duration of the illness before being permitted to return to duty.

18.15 An Employee may be required to undergo a medical examination(s) by a physician selected in accordance with this Article in the following instances:

- (a) immediately following the commencement of employment; and
- (b) in order to obtain Health Certificates where the Employer is obliged to secure the same pursuant to law.

18.16 (a) The Employer may require the Employee to be examined by a medical practitioner agreeable to the Employee's physician and a physician appointed by the Employer. Correspondence or communication relating to the request shall be copied to the Employee at the time of the request.

- (b) The cost of such independent medical examination shall be borne by the Employer.

\*18.17 The Employee's sick leave balance will be provided on each statement of earnings.

- 18.18 (a) Where the Employer has reason to believe an Employee is abusing sick leave, the Employer may issue to the Employee a directive that requires, for future absences, the Employee to submit, within twenty-four (24) hours following her return to work, a medical certificate in a form satisfactory to the Employer for any absence for which sick leave is claimed.
- (b) Where the Employer has reason to believe that an Employee is abusing sick leave, the Employer may require that she be examined by a physician selected in accordance with Article 18.15(a) to verify any medical certificate submitted by the Employee.
- 18.19 Employees will be advised when they are assigned or will be assigned to work with a student of all relevant and available information necessary to protect the Employees' health including any special care or methods of handling the student. Such information shall also be given to all other Employees who would come into regular contact with that student.
- 18.20 Employees who may by their employment require influenza, Hepatitis B and/or a tetanus inoculation, or any other treatment deemed necessary by a medical practitioner for employment-related reasons not covered by general Health Care will have the cost paid for by the Board upon submission of an expense claim with receipts.
- 18.21 Where, pursuant to this Agreement, an Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations, medical certification forms or reports.
- 18.22 Where such is medically supported, an Employee will participate in a "return to work program" as provided by the Employer.

## **ARTICLE 19 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

### **19.1 Pregnancy Leave**

The Employer shall not terminate the employment of an employee because of her pregnancy.

- (a) An unpaid pregnancy leave of seventeen (17) weeks will be granted.
- (b) An employee shall no later than the fifth (5<sup>th</sup>) month of pregnancy forward to the Employer a written request for pregnancy leave.



- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery, not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) The employee will provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (g) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (h) An Employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 19 may be granted sick leave in accordance with the provisions of Article 18.

## 19.2 Parental Leave

- (a) An Employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice as required under Article 19.2 (a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:

- (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks notice of the date upon which the leave will end.

### **19.3 Parental Leave for Spouse**

The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 19.2 (c):

- (a) shall begin on such date coinciding with or after the birth of the child as the employee determines; and
- (b) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

### **19.4 Parental Leave for Adoptive Parents**

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

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

### **19.5 Resumption of Work**

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an Employee reports for work upon the expiration of the period referred to in Articles 19.1 and 19.2 the Employees shall resume work in the same positions they held prior to the commencement of the pregnancy

and/or parental leave, with no loss of benefits accrued to commencement of the leave.

- (c) While an Employee is on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.
- (d) While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life, and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.
- (e) The replacement employee for a pregnancy/parental/ adoption leave will be granted the rights and privileges of a term employee, except that the specific termination date may vary because of the resumption of work of the incumbent employee in accordance with Articles 19.5 (a) and (b).

#### **19.6 Supplementary Employment Benefits**

- (a) If an Employee on pregnancy, parental or adoption leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit for the first seventeen weeks of the applicable leave. An Employee who is entitled to pregnancy leave will only receive top-up for the pregnancy leave. Employees can not defer the top-up period.
- (b) The Board agrees to top up Employment Insurance payments according to the following schedule. The first two (2) weeks shall be paid at the rate of seventy-five (75) percent from the Board. The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three (93) percent.

#### **19.7 Paternity Leave**

Where an Employee's spouse gives birth to a child, or a child is placed in the Employee's home for adoption, the Employee shall be granted special leave with pay up to a maximum of two (2) days. This leave may be divided into two (2) separate days.

### **\*ARTICLE 20 - BEREAVEMENT LEAVE**

- \*20.1 Employees covered by this Agreement shall be entitled to the following bereavement leave:

- \* (a) When a death occurs in an Employee's immediate family, she shall be granted five (5) consecutive days (which shall include the day of the funeral) following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law and same-sex partner where the Employee and the spouse have been living as partners in the same household for at least one year), fiancé, 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, grandparents and grandchild; and
- \* (b) Employees shall be granted up to 3 calendar days, excluding Saturday and Sunday, (with pay if scheduled to work) to attend the funeral of the Employee's aunt, uncle, niece, nephew, grandparents-in-law, brother-in-law, or sister-in-law.

- 20.2 Employees on layoff or leave of absence without pay are not eligible for bereavement leave.
- 20.3 The Employer, in its sole discretion, may grant leave, with or without pay, to Employees as bereavement leave for persons not within their immediate family as defined in Article 20.1.
- 20.4 If an Employee is on sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to sick leave credits.
- 20.5 The Employee who wishes to attend a funeral of an acquaintance (including a student, or staff member) may be granted time off with pay to attend the funeral with the prior approval of the immediate supervisor. Such leave will not be unreasonably denied.
- 20.6 An additional two (2) days with pay shall be granted if the Employee must travel to attend the funeral or must attend to personal beneficiary responsibilities.

## **ARTICLE 21 - LEAVES**

### **21.1 Approval of Requests for Leave**

- (a) All requests for Leaves will be submitted to the Coordinator of Employee and Labour Relations (Instructional and Operational Support Groups) on the appropriate form. (Forms are required for each leave request.)

- (b) An Employee who returns from a leave of absence during the school year shall return to the former position. If the position no longer exists, then the Employee will be transferred in accordance with Article 27.8.
- (c) An Employee who will be returning from a leave of absence during the next school year shall be recalled in accordance with Article 28.

## 21.2 **Special Leave with/without Pay**

- (a) The Local President will be notified of the names of all Employees who are granted a leave of absence of thirty (30) days or more. The notification will include the name of the person, location of vacancy, duration of the leave, and whether the leave is with or without pay.
- (b) Leave without pay may be granted to a permanent employee who leaves the employ of the Board to work for another employer, for a maximum of one (1) year, or the length of the probationary period in a permanent position with the new employer, whichever is less.
- (c) The Employer may grant a leave of absence with or without pay and benefits to any Employee requesting such leave. Such request, if possible shall be in writing and made at least twenty (20) days in advance of the requested leave, stating the length of the leave and reasons for such request. Such leaves of absence shall not be unreasonably denied. The initial leave may be extended by mutual agreement between the Employee and the Employer.
- (d) The Employer agrees to continue to cost-share benefits for Employees who request a leave of absence with or without pay for the duration of three (3) months. Notwithstanding Article 19.5(d), an Employee on an approved unpaid leave of absence of more than three (3) months to a maximum of twelve (12) months, may make application for the continuation of benefits during the leave period directly to the Group Insurance/Health Plan provider, and if approved, will be responsible for the payment of both the Employee and the Employer share of the group insurance premium if the Employee wishes to maintain coverage.

*Agreement pending the ability to make said arrangements with the benefit provider.*

## 21.3 **Court Leave**

Leave of absence with pay shall be given to an Employee who is required:

- (a) to serve on a jury;
- (b) by subpoena or summons to attend as a witness in any proceeding held:

- (i) in or under the authority of a court;
- (ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
- (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Any Employee given leave of absence with pay pursuant to Article 21.3 shall have deducted from her salary an amount equal to the amount that the Employee receives for such jury duty after deduction of reasonable expenses.

#### **21.4 Graduation Leave**

The Coordinator of Employee and Labour Relations (Instructional and Operational Support Groups) shall, upon request from an Employee who is graduating or whose spouse, 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 a 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 the normal work hours of the Employee.

An additional two (2) days without pay shall be granted if an Employee must travel to graduation.

#### **21.5 Education Leave**

- (a) Where the Employer requires the Employee to attend a course or program, the Employer shall pay the full costs and reasonable expenses associated with such course or program. The Employee must submit receipts and verification of completion of the course or program.
- (b) Employees in receipt of education leave and receiving full salary from the Board shall continue to accrue and accumulate seniority and their seniority will be deemed to be continuous.
- (c) Upon completion of education leave pursuant to this Article, an Employee shall be entitled to return to her former position with the same number of

hours or to a similar position if her former position is not available, all in accordance with the layoff and recall procedures.

- (d) Leave of Absence for educational purposes without pay or benefits shall not be unreasonably denied.

21.6 An Employee may be reimbursed for tuition for approved work related courses successfully completed by the Employee.

21.7 It is the responsibility of the Employer to arrange for training on “new” software applications that the Employees are required by the Employer to use as part of their normal assignment.

### 21.8 **Personal, Family Care, and Emergency Leave**

The Employer, upon request from an Employee, shall grant leave for up to five (5) days in a year, with pay and benefits and without loss of seniority, to provide for the following:

- (b) medical, dental or other appointments of the Employee’s immediate family as defined in Article 20.1(a);
- (c) to attend to the serious illness of a member of the Employee’s immediate family as defined in Article 20.1(a);
- (d) in the event of a household emergency including, but not limited to, fire, flood or other natural disasters;
- (e) to attend to urgent personal matters that cannot be scheduled outside of the Employee’s regular hours, or attended to by someone other than the Employee;
- (f) such other reasons as approved by the Coordinator of Employee and Labour Relations (Instructional and Operational Support Groups).

### 21.9 **Leave of Absence for Political Office**

- (a) In this Article “Candidate” means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person’s consent, in a federal or provincial election.
- (b) An Employee who is a Candidate and wishes an unpaid leave of absence shall apply to the Employer and an unpaid leave of absence shall be granted.
- (c) Where the Employee withdraws as a Candidate and before the election, notifies the Employer of the Employee’s intention to return to work, the

Employee is entitled to return, to the position the Employee left, two weeks after the notice has been given to the Employer unless the Employer and the Employee both agree to the Employee returning at another time.

- (d) An Employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected.
- (e) An Employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position which that Employee left.
- (f) The leave of absence of an Employee who is a successful Candidate shall be extended from ordinary polling day of the election of which the Employee is elected until two weeks after:
  - (i) the Employee resigns from the position the Employee was elected where that resignation occurs before the next election;
  - (ii) where the Assembly is dissolved for the next election, the date the Employee notifies the Employer that the Employee does intend to be a Candidate at that next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
  - (iv) declaration day for the next election when it is official that the Employee has not been re-elected.

whichever is the latest.

- (g) Where an Employee is elected for the second time, the leave of absence of the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.
- (h) An Employee who is not re-elected in the second election during the leave of absence may return to the position that the Employee left, or where the position has been filled or eliminated, to an equivalent position when the leave of absence expires pursuant to paragraph (f).
- (i) During the Employee's leave of absence to be a Candidate, the Employee shall not be paid but the Employee, upon application to the Employer at any time before the leave of absence, is entitled to all benefits if the Employee pays both the Employee's and the Employer's share of the cost.



### 21.10 Pre-retirement Leave

Upon written application to the Director of Human Resources or designate, an Employee is eligible to attend a pre-retirement seminar and will be paid her regularly scheduled hours that coincide with the seminar she attends for a maximum of two days per Employee.

### 21.11 Military Leave

The parties agree where operational requirements permit, an Employee may be granted leave of absence without pay (but with benefits) to a maximum of two weeks for the purpose of taking military training or serving military duty.

### 21.12 Compassionate Leave

- (a) An Employee who has been employed for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member of the Employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
  - (i) the day the certificate is issued; or
  - (ii) where the leave was begun before the certificate was issued, the day the leave was begun.
- (b) The leave of absence may only be taken during the period
  - (i) that begins with
    - (1) the first day of the week in which the certificate is issued, or
    - (2) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
  - (ii) that ends with the last day of the week in which either of the following occurs:
    - (1) the family member dies, or
    - (2) the expiration of twenty-six (26) weeks following the first day of the week referred to in clause (b)(i).

- (c) A leave of absence under this article may only be taken in periods of not less than one week's duration.
- (d) Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate referred to in subsection (b).
- (e) For a period of time specified in this article, the Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of that period.
- (f) An Employee shall advise an Employer as soon as possible of any intention to take a leave of absence under this article.
- (g) If an Employee on compassionate leave in accordance with this Article is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit.
- (h) The Board agrees to top up Employment Insurance payments according to the following schedule. The first two (2) weeks shall be paid at the rate of seventy-five (75) per cent from the Board. The remaining six (6) weeks shall be shared by Employment Insurance and the Board up to ninety-three (93) per cent.

## **\*ARTICLE 22 - LEAVE FOR UNION BUSINESS**

### **\*22.1 Leave Without Pay**

On reasonable notice, special leave without pay shall be granted to Employees for union business:

- (a) as members of the Board of Directors of the Union for the attendance at NSGEU Board meetings;
- (b) as members of the Bargaining Unit negotiating Committee of the Union for attendance at Committee Meetings;
- (c) as delegates to attend annual conventions of the Union and the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
- (d) as delegates to attend special conventions, conferences and/or educational programs;

- (e) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (f) as members of the Executive Committee of NSGEU or the Nova Scotia Federation of Labour to attend Executive Meetings; and
- (g) where operational requirements permit, for such other Union business as may be authorized by the Union.
- \* (h) Members of the bargaining unit will be paid the regular rate of pay for her classification when replacing Employees on Leave for Union Business for absences of five (5) or more consecutive days.

22.2 The permission of the Employer pursuant to Article 22.1 will not be unreasonably withheld.

22.3 Such leave shall be without pay but without loss of benefits or seniority during the period of the leave. The Employer shall continue the salary of any Employee who is granted leave under Article 22.1 and shall bill the Union, and the Union shall pay, an amount equal to the Employee's salary for the period of such leave.

22.4 The Employer shall continue the normal salary of:

- (a) Employees called as a witness at an arbitration prescribed by this Agreement; and
- (b) such Employees necessarily present at a meeting with the Employer, or its representatives, to discuss grievances.

**22.5 Leave for Elected (or Seconded) Position with the Union**

An Employee who is elected or seconded for a position with the Union or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority and negotiated benefits. Such leave shall not be unreasonably denied. The Employee shall receive her pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of her leave.

22.6 When an Employee granted leave pursuant to Article 22.1 is paid or reimbursed by the Union, the Employer agrees to hire a substitute.

**\*22.7 Paid Time for the Local Officers**

Paid time for the President and Chief Steward of the Local to assist the Employer shall be:

\*(a) An amount equivalent to seven (7) days each at the applicable hourly rate, in each year, in excess of regular salary, paid in accordance with Article 35.2; and

(b) To assist the Employer when required during non-working hours.

22.8 The Local President if required by the Employer during regular working hours to attend meetings on behalf of the Local shall be permitted and the President shall have her salary and benefits continued during her absence.

## 22.9 **Leave of Absence for the Full-Time President of the Union**

A leave of absence for the full-time President of the Union shall be granted to a person seeking to become President of the Union in accordance with the following:

(a) An Employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of President.

(b) An Employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term she is to serve up to a maximum of two (2) years.

(c) Notwithstanding Article 22.9(a), a leave of absence for a second (2<sup>nd</sup>) and subsequent consecutive term shall be granted where operational requirements permit.

(d) For the purpose of Article 22.9(b) and (c), the leave of absence shall commence on July 1 and end on June 30.

(e) All benefits of the Employee shall continue in effect while the employee is serving as President, and for purposes, the Employee shall be deemed to be in the employ of the Employer.

(f) Notwithstanding Article 22.9(b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of gross salary shall be reimbursed to the Employer by the Union.

(g) Upon expiration of her term of office, the Employee shall be reinstated in the position she held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.

- (h) Notwithstanding Article 22.9(b) or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence. The Employee will not earn vacation while on a leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums and any other benefits made on behalf of the Employee during the period of leave of absence.

## **ARTICLE 23 - PREPAID LEAVE**

### **23.1 Prepaid Leave Plan**

Permanent Employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan.

### **23.2 Purpose**

The prepaid leave plan is established to afford Employees the opportunity of taking a leave of absence and to finance the leave through deferral of salary.

### **23.3 Terms of Reference**

- (a) Applications under this plan will not be unreasonably denied.
- (b) Approval of Employee requests to participate in the plan shall rest solely with the Employer and a refusal to approve an application shall be final. The reason for refusal will be shared with the applicant.

### **23.4 Eligibility**

Any permanent Employee is eligible to participate in the plan.

### **23.5 Application**

- (a) An employee must make written application to the Employer at least by the 1<sup>st</sup> of May requesting permission to participate in the plan. A shorter period of notice may be accepted by the Employer. Entry date into the

plan for deductions must commence at the beginning of the bi-weekly pay period, in accordance with the operations of the Employer and at the commencement of a school year.

- (b) Written acceptance or denial of the request shall be forwarded to the Employee by June 30<sup>th</sup> of the year of the written application.

### **23.6 Leave**

- (a) The period of leave will be for:
  - (i) the first half of the school year, or
  - (ii) the second half of the school year, or
  - (iii) the entire school year.
- (b) Upon the Employee's return the Employer will endeavour to assign the Employee to the same or similar position in the same classification, or if no longer existent, the Employee will be governed by the appropriate provisions in accordance with this agreement.

### **23.7 Payment Formula and Leave of Absence**

The payment of salary, benefits and the timing of the period of leave shall be as follows:

- (a) During the deferral period of the plan, preceding the period of leave, the Employee will be paid a reduced percentage of the salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the Employee by the Employer to finance the period of leave and deposited in a true savings account in the banking institution chosen by the Employer for regular banking business.
- (b) The deferred amounts, when received are considered to be salary or wages and as such are subject to withholding for Income Taxes, Canada Pension Plan and Employment Insurance at that time and provided this is in accordance with legislation at the time of deductions and deferrals.
- (c) The credit of interest under the terms of this plan shall be done at month's end. The interest paid shall be the interest earned.
- (d) A yearly statement of the amount standing in the Employee's credit will be sent to the employee by the Employer no later than the 31<sup>st</sup> day of August.

- (e) The minimum and maximum length of the deferred period will be two (2) to six (6) years. The minimum and maximum deferred amount may range from ten percent (10%) to thirty-three and one-third percent (33 1/3%) of salary. The minimum and maximum length of any contract under the plan may range from two and one-half (2 ½) years to seven (7) years.
- (f) The Employee may request any length of deferral period in accordance with the provisions set out under Payment Formula and Leave of Absence, section (e).

### 23.8 Benefits

- (a) While the Employee is enrolled in the plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had she not been enrolled in the plan.
- (b) An Employee's benefits will be maintained by the Employer during her leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave that is, all costs are the responsibility of the Employee and there will be no costs to be borne by the Employer.
- (c) While on leave, any benefits related to salary level shall be structured, according to the salary the Employee would have received in the year prior to taking the leave had she not been enrolled in the plan.
- (d) Both Employer and Employee RRSP/pension contributions shall be paid by the Employee during the periods of leave if in accordance with RRSP and pension plans.
- (e) The period of leave shall be a period of pensionable service subject to section (d).
- (f) RRSP/pension deductions shall be made on the salary the Employee would have received had she not entered the plan or gone on leave. (To be checked and determined if it is in accordance with the RRSP and pension plans).
- (g) Sick leave, seniority and vacation credits will not be earned during the period of leave nor will any leave be available during such period.
- (h) Unless otherwise identified in this Article the deferred salary leave will accrue no benefits different than a leave of absence without pay.

### 23.9 **Withdrawal**

- (a) An Employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, and layoff which continues past September 1<sup>st</sup>. Requests for withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of leave.

Termination of the plan will occur with termination of employment.

- (b) In the event of withdrawal the Employee shall be paid a lump adjustment equal to any monies deferred plus accrued interest minus usual deductions or monies due to the Employee. Repayment, in accordance with the Employee's direction, shall be made as soon as possible and within sixty (60) calendar days of withdrawal from the plan.
- (c) Should an Employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible.

### 23.10 **Written Contract**

- (a) All Employees will be required to sign an approval contract, once agreed to by the Employer and the Local, before enrolling in the plan. The contract will set out all other terms of the plan in accordance with the provisions set out herein.
- (b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the Employee and Employer.

## **\*ARTICLE 24 - SENIORITY**

- \*24.1 Upon successful completion of the probationary period, an Employee will accumulate seniority as of the date of hire into a position.

Seniority is defined as an Employee's continuous employment with the Employer and predecessor Employers by classification. For Term Employees, seniority commences from the date of hire and ends on the last day of the term placement.

In the case of a seniority tie in a layoff, recall or job posting situation, the following procedures will be used to break the tie(s):



- (a) for two or more persons hired on the same day, seniority will be ranked according to hours of work on that day in descending order;
- (b) if there is a tie in the number of hours, then the tie will be broken by using the lowest digit in the tens place of the employee number and then proceed to the hundreds place and so on until the tie is broken.

\*24.2 Seniority will be lost and the Employee deemed to have resigned her position when:

- (a) the Employee is discharged for just cause and not reinstated;
- (b) the Employee resigns and does not withdraw her resignation within three (3) days;
- (c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to her by registered mail, but, if within the seven (7) day period, the Employee notifies the Employer of the intention to accept such vacancy, the Employee shall then be allowed two (2) weeks, if employed elsewhere, from the date of such notice of acceptance to report for duty as set forth above;
- (d) the Employee is laid off for more than twenty-four (24) consecutive months;
- (e) the Employee is not able to return to their position after two (2) years from the final payment of salary and wages and is not receiving Workers Compensation and is still not able to return to work; or
- (f) the Employee retires;

\*24.3 Seniority will not accumulate when, subject to article 24.4, the Employee is absent from work without pay for a period of more than thirty (30) days;

\*24.4 Seniority will accumulate when:

- (a) the Employee is absent from work because of sickness, accident, or injury (paid or unpaid) for a period of two (2) years;
- (b) the Employee is absent for Union business and the Employer is being reimbursed for her lost wages and benefits;
- (c) the Employee is in receipt of pregnancy leave;
- (d) the Employee is in receipt of parental leave; or

- (e) the Employee is on an approved leave of absence for thirty (30) days or less;
- \* (f) An Employee is laid off;
- \* (g) The Employee is a term placement.

24.5 It is the Employee's responsibility to keep her address and telephone number current with the Employer.

24.6 An Employee who is transferred from one classification to another classification within the bargaining unit will not lose her position on the seniority list but she shall be on a trial period for a period of forty-five (45) days.

24.7 An up-to-date seniority list by classification calculated as of April 1 will be provided to the President and Secretary of the Local and posted in each work location in May of each year indicating the following:

- (a) Seniority number;
- (b) Employee's name;
- (c) Date of hire as an Employee;
- (d) Employee's classification; and
- (e) Seniority (total accumulated time).

The Local and any Employee shall have (30) days to challenge the accuracy of this list.

24.8 Seniority shall operate on a classification basis as per Article 26.

24.9 The parties have agreed to a signed original for the seniority for the existing Employees and the seniority list is attached as Schedule "C" to this Agreement.

#### **\*ARTICLE 25 - PROBATIONARY EMPLOYEES**

25.1 The probationary period is an evaluation period and is used to determine a new Employee's suitability for appointment to that position. There will be only one (1) probationary period to be served by a new Employee.

\*25.2 New Employees, including Term Employees, shall be on probation for a period of the greater of ninety (90) days, or two hundred and twenty-five (225) hours, but not for more than one hundred and fifty-five (155) days, from the date of hire but

may have this period extended for an additional forty (40) days by mutual agreement between the Employer, the Local and the Employee.

- 25.3 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.
- 25.4 A probationary Employee shall be obliged to pay membership dues to the Union during the probationary period.
- \*25.5 Employees who are on probation have the right to apply for bargaining unit positions while on probation, but will be considered as external applicants. If successful as an external candidate, the Employee shall be on probation for a period of the greater of ninety (90) days, or two hundred and twenty-five (225) hours, but not for more than one hundred and fifty-five (155) days, from the date of hire into the new position. Upon successful completion of the probationary period the Employee shall have her seniority established from the first date of hire into a probationary position.
- 25.6 A probationary Employee is entitled to be credited with sick leave at the rate of two (2) days per month during the probationary period.
- \*25.7 Probationary Employees will receive an oral evaluation at thirty (30) days or seventy-five (75) hours, a written evaluation at sixty (60) days or one hundred and fifty (150) hours, and a final written evaluation prior to the expiry of the probationary period. If the probation period is extended there will be a written evaluation prior to the end of the extension.
- 25.8 Probationary Employees shall have the right to grieve.
- 25.9 If a probationary Employee is disciplined or dismissed, it shall be deemed to be for just cause and the Arbitrator or Board of Arbitration shall not have the power to substitute any lesser discipline or penalty.
- 25.10 The Employer shall, after an Employee has served satisfactorily in a position on a probationary basis, confirm to the Employee, the Local President and Secretary (in writing) the appointment on a permanent basis at the conclusion of the probationary period.

#### **\*ARTICLE 26 - CLASSIFICATIONS**

- \*26.1 There shall be thirteen (13) classifications of Employees covered by this Agreement:

- (a) Library Technician (LT): An Employee who has obtained a Library Technician Diploma or equivalent education and training in a related field, and other bona fide requirements of the position.
- (b) Library Support Worker 1 (LSW 1): An Employee who was an Educational Assistant who was assigned to a position in a library prior to amalgamation of the Employer. Attached as Schedule "B" is a list of all LSW 1's;
- (c) Library Support Worker 2 (LSW 2): An Employee who does not presently have the qualifications of a Library Technician but has been hired since amalgamation of the Employer for a library position and who:
  - (i) prior to their first appointment after the signing of this Agreement has committed to obtain the qualifications of a Library Technician within a time period agreed upon with the Employer; and
  - (ii) thereafter continues to make satisfactory progress towards the attainment of the qualifications of a Library Technician.
  - (iii) If the Local requires information on the Employee's progress toward obtainment of qualifications, the Union will request the information directly from the Employee.
- (d) Library Support Worker 3 (LSW 3) An Employee who holds a term position not exceeding one (1) year without the qualifications of a Library Technician who has been hired since the amalgamation of the Employer for a library position but who has not committed to obtain the qualifications of a Library Technician. LSW 3 positions will be posted as Library Technician positions each year in accordance with Article 34;
- (e) Educational Assistant 1 (EA 1): An Employee who has obtained either a Human Services diploma or equivalent post-secondary training and experience in a related human services discipline, as well as CPR and First Aid training, and other bona fide requirements of the position, or
  - (i) Employees classified as EA 1, prior to the signing of this Agreement.
- (f) Educational Assistant 2 (EA 2): An Employee who upon hiring does not possess the qualifications of an EA 1, but has Grade 12 or equivalent, CPR and First Aid training:
  - (i) and who is enrolled or will commit to obtain the qualifications of an EA 1 within a time period agreed upon with the Employer; and
  - (ii) thereafter continues to make satisfactory progress towards the attainment of the qualifications listed in (e) above.

- (iii) If the Local requires information on the Employee's progress toward obtainment of qualifications, the Union will request the information directly from the Employee.
- (g) Educational Assistant 3 (EA 3): An employee who is hired into a position without the qualifications of an EA 1 as per Article 26.1(e) and who has not committed to obtain said qualifications as per Article 26.1(f). A position occupied by an EA 3 will be deemed to be a Term Position and the Employee will be laid off at the end of the Term Position without right to recall;
- (h) Teachers Resource Centre Technicians ("TRCT"): An Employee who has obtained: a Library Technician Diploma and related educational experience and knowledge to meet the bona fide requirements of the position, or
  - (i) equivalent post secondary training and experience in library sciences, and related educational experience and knowledge to meet the bona fide requirements of the position.
- (i) Student Supervisor (SS): An Employee who has a minimum qualification of CPR and First Aid training (or who is willing to obtain said training) and meets other bona fide requirements of the position.
- \* (j) Student Support Worker 1 (SSW 1): An Employee who has obtained a diploma or equivalent post-secondary training and experience in human services or social services, including specific training in race relations, cross cultural understanding and human rights; and mediation/conflict resolution. The employee will also be required to have knowledge of, and be from the respective visible minority group, and other bona fide requirements of the position.
  - \* (i) An existing Employee in this classification as of the signing of this agreement shall be classified as a Student Support Worker 1 (SSW 1) for pay purposes. Any existing Employee who does not have the qualifications of a SSW 1 shall commit to obtain the qualifications within a time period agreed upon with the Employer, Employee and the Union.
- \* (k) Student Support Worker 2 (SSW 2): An employee who upon hiring does not possess the qualifications of a SSW 1, but has same related training at the post-secondary level:
  - \* (i) and who is enrolled or will commit to obtain the qualifications of a SSW 1 within a time period agreed upon with the Employer; and

- \* (ii) thereafter continues to make satisfactory progress towards the qualifications listed in (i) above in order to maintain their recall rights.
- \* (l) Native Student Advisor 1 (NSA 1): An Employee who has obtained a diploma or equivalent post-secondary training and experience in human services or social services, including specific training in race relations, cross cultural understanding and human rights; and mediation/conflict resolution. The employee will also be required to have knowledge of, and be from the respective visible minority group, and other bona fide requirements of the position.
  - \* (i) An existing Employee in this classification as of the signing of this agreement shall be classified as a Native Student Advisor 1 (NSA 1) for pay purposes. Any existing Employee who does not have the qualifications of a NSA 1 shall commit to obtain the qualifications within a time period agreed upon with the Employer, Employee and the Union.
- \* (m) Native Student Advisor 2 (NSA 2): An employee who upon hiring does not possess the qualifications of a Native Student Advisor 1 (NSA 1), but has same related training at the post-secondary level:
  - \* (i) and who is enrolled or will commit to obtain the qualifications of a NSA 1 within a time period agreed upon with the Employer; and
  - \* (ii) thereafter continues to make satisfactory progress towards the qualifications listed in (i) above in order to maintain their recall rights.

26.2 This Agreement does not apply to employees funded by APSEA.

26.3 Existing classifications shall not be eliminated without prior agreement with the Union.

26.4 The job descriptions for such classifications shall be developed and/or amended by the Employer from time to time and may be amended following consultation with the Local. All job descriptions will be reviewed in consultation with the Local during the term of this Agreement. Upon request, the Union shall be provided with copies of current job descriptions for any bargaining unit position.

26.5 The Employer has the right to establish either ten month or twelve month positions.

- 26.6 (a) The Employer shall have the right to add classifications of Employees and to establish the rate of pay for any new classifications of Employees. If the Union does not agree with the rate of pay for any new classification by the Employer, the Union shall have the right to refer the matter to arbitration pursuant to the provisions of this Agreement and the award of the arbitrator shall be effective as and from the date of the first placement of an Employee in any such new classification.
- (b) If a new classification is created in or added to the Bargaining Unit during the life of this agreement, the Employer shall consult with the Union on the creation of that classification, the applicable job description, and any other documentation relevant to that classification.
- (c) When the duties in any classification are substantially altered the rate of pay and classification shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on a reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled.

#### **\*ARTICLE 27 - LAYOFF**

- 27.1 An employee may be laid off or have hours of work reduced because of shortage of work, shortage of funding, discontinuance of a position, or because of the modification or elimination of services required at or in a school. However, the Employer agrees that it will not contract out work if it will result in the displacement, layoff or reduction in regular hours of any bargaining unit member or if it will result in laid off members not being recalled, providing the work is that of the bargaining unit.
- 27.2 Both parties recognize that job security shall increase in relation to seniority and therefore:
- (a) In the event of layoffs, Employees shall be laid off by classification in reverse order of their seniority provided the senior Employees have the qualifications and are immediately able to competently perform the remaining work; and
- (b) Employees shall be recalled in order of their seniority within the classification, provided, they have the qualifications to immediately be able to competently perform the work; and
- (c) In the event of a layoff, a Teachers' Resource Centre Technician may be recalled as a Library Technician provided she is immediately able to competently perform the work, and vice versa.

- 27.3 No new Employee shall be hired to fill a permanent position in a classification until those laid off in the classification who have seniority have been given an opportunity for recall, provided she has the qualifications to immediately be able to competently perform the work.
- 27.4 The Employer shall not be arbitrary or discriminatory in determining the qualifications or the immediate competency of an Employee to perform work.
- 27.5 Laid off Employees are only eligible for recall during the twenty-four (24) month period immediately following their date of layoff.
- 27.6 Employees who have been recalled shall have reinstated all rights and benefits accumulated up to the date of the layoff.
- 27.7 In the event that the Employer anticipates the closure of a school, it shall meet, as soon as is reasonably possible in the circumstances, with the Local to discuss the fair and equitable treatment of any Employees who may be affected by such a school closure.
- \*27.8 Notwithstanding Article 36.2(e), when hours assigned to a school are reduced, discontinued or transferred prior to or during the school year due to:
- \*(a) a student moving to another school within the Region:
    - i. the Employer shall seek a volunteer from the staff to move with the student to another school.
    - ii. if there are no volunteers then the junior Employee at the school will be offered reduced hours at her current school (if available) or the opportunity to move to the other school providing the senior Employee(s) at the school has the qualifications and is immediately able to competently perform the remaining work in the opinion of the Employer. Should this not be the case, subject to the same criteria, the next most junior Employee will be transferred.
    - iii. should the junior Employee be unable to immediately and competently perform the work or unwilling to accept such other position (or positions), the Employee will be subject to the layoff and recall provisions in this Agreement but without the right to displace another Employee.
    - iv. an Employee moving from another school will not have her hours increased unless the hours cannot be added to senior Employees at the receiving school.
  - \*(b) a student moves outside of the Region:



- i. the junior Employee will be offered reduced hours or laid off providing the senior Employee(s) at the school has the qualifications and is immediately able to competently perform the remaining work in the opinion of the Employer.
- 27.9 (a) The Employer agrees to communicate with the Local and the Employee at least twenty (20) days prior to the effective date of any planned reductions during the period from September 1 to June 15.
- (b) The Employer will advise the Employee who is to be transferred to a different location or laid off at least ten (10) days in advance of the transfer or layoff in accordance with the following procedures:
  - (i) the Employee who has been offered a transfer and accepts must advise as soon as possible, but not later than five (5) days after receipt of the notice. The transfer will be effective immediately upon acceptance; and
  - (ii) the Employee who has been offered a transfer and does not accept the transfer will be laid-off without the option of displacing junior employees in the same classification.

27.10 Employees will be laid-off in the classification affected by the layoff.

## **\*ARTICLE 28 - RECALL**

### **\*28.1 Instructional Support Staff Allocation Proposal**

Prior to June 30<sup>th</sup> each year, the employer will develop an Instructional Support Staff Allocation Proposal (ISSAP) which will indicate the intended level of Educational Assistant, Student Supervision, and Library Services staffing allocations to schools for the next school year. Similarly, the ISSAP will indicate the intended level of Teacher Resource Centre Technician, Student Support Worker and Native Student Advisor staff allocations to the region.

- (a) The ISSAP will indicate the applicable staff allocations expressed in hours per day.
- (b) The application of the ISSAP will indicate if the employer will have a surplus or a deficit of instructional support staff at a regional level, at a school level, or in regional assignments for the next school year.
- (c) The ISSAP will be reviewed at Joint Committee for information and input prior to its submission to the School Board for approval.

## 28.2 Annual Layoff/Recall Process

It is recognized that all Employees are notified of their layoff at the end of the school year and therefore, special arrangements must be made for the filling of positions by Employees in each classification for the next school year.

- (a) If the ISSAP demonstrates that there will be a surplus of staff in any classification within a school or in the region, the Employer, in consultation with the Local, agrees to establish a threshold for school-based or regional recall in an attempt to accommodate those senior Employees who are laid off from their previous position.
- (b) Employees whose seniority is above the threshold for recall in their classification but who are laid off from their previous position because of a reduction of hours for the next school year, shall have their names placed by classification on the surplus list for Surplus Recall: Round 1 and the recall list from September 1 to June 30 by seniority.
- \*(c) Employees whose seniority falls below this threshold, or Employees who have been hired into term positions during the year, pursuant to Article 34.12(b), or Employees who do not possess the required qualifications for the classification as per Article 26.1(a), (b), (e), (h), (i), (j), and (l) will not be eligible for immediate recall to their schools or previous positions but shall have their names placed by classification on the surplus list for Surplus Recall: Round 2 and the recall list from September 1 to June 30 by seniority.
- \*(d) Employees who wish to resign/retire should advise the Employer in writing by April 1.
- (e) No later than June 30 the Employer shall notify the Local and the Employees as to the likelihood that the Employer will be in a position to recall each Employee for work, at their previous school or assignment, and the proposed job requirements, effective as of the next school year.
- \*(f) Within three (3) days of receipt of this notification, each Employee shall notify the Employer whether she wishes to be considered for recall or a change of assignment, if eligible, failing which notification such Employee shall not be considered respectively for recall or a change of assignment.
- (g) Employees will be eligible to be considered for a change of assignment during Surplus Recall Round 1 for the following reasons:
  - i. Offered recall to less hours per day for the next school year
  - ii. Unable to meet, for bona fide reasons, the requirements of the proposed assignment for the next school year

- iii. In accordance with the provisions of Article 11.2
- iv. In accordance with the provisions of Article 31 (TRHW).

Surplus Recall: Round 1

- (h) Employees normally eligible for school-based recall or recall to their previous positions (above the seniority threshold for the classification) but who are laid off from their previous position and declared surplus in accordance with the ISSAP, employees who will be considered for a change of assignment and employees who have requested a transfer, provided they are above the threshold in accordance with 28.2(b), will be given first consideration for recall to vacant positions within their classification.
- (i) Employees who have requested to be considered for recall in accordance with Article 28.2(g) will be notified of the positions available to be filled in their classification for the next school year.
- (j) Employees so notified shall indicate to the Employer the assignments for which they are qualified and wish to be considered for in their classification in the order of their personal preference.
- (k) Employees may then be considered for the positions of their choice by seniority provided they have the qualifications to immediately be able to competently perform the work.

Surplus Recall: Round 2

- (l) All remaining laid-off Employees from Surplus Recall: Round 1 and those who have requested to be considered for recall in accordance with Article 28.2(c) will be notified of the positions available to be filled in their classification for the next school year.
- (m) Employees so notified shall indicate to the Employer the assignments for which they are qualified and wish to be considered for in their classification in the order of their personal preference.
- (n) Employees may then be considered for the positions of their choice by seniority provided they have the qualifications to immediately be able to competently perform the work.
- (o) Employees who are seeking recall pursuant to this Article who possess the necessary skills for the position, but do not have the skills to perform a required medical procedure shall, upon request, be provided the necessary training, at the expense of the Employer, provided that such training is available.

- \* (p) Employees must ensure that they or an appointed representative are available to accept or decline the offered position.
- \*28.3 Following Surplus Recall Round 2, the Employer will advertise vacant positions. If Employees who are still on layoff apply for the vacant position, then Employees in the same classification may be considered by seniority provided they have the qualifications to immediately be able to competently perform the work.
- \*28.4 Employees who remain on layoff after the beginning of the school year will be given preference by seniority to all available casual and temporary hours that have not been assigned as per Article 32.1. Such temporary hours will be paid at the Bargaining Unit rate for the applicable classification.
- 28.5 No Employee is required to accept a vacant position that has a lower number of hours than that of the Employee's previous assignment. An Employee who declines such a vacancy shall retain her position by seniority on the surplus or recall list until she has had an opportunity for recall to employment.
- 28.6 Notwithstanding Article 28.3, during recall from the surplus list if an Employee is qualified to perform the work offered but declines the position, the Employee will yield her position on the surplus list until all other Employees on the surplus list have had an opportunity for recall to employment, or until all positions available have been filled by Employees from the original surplus list.
- 28.7 An Employee shall retain recall rights for twenty-four (24) months from the effective date of layoff.
- \*28.8 Employees who have not been recalled and who have been laid off for twenty-four (24) months will not have any recourse, rights or privileges, as defined in this Agreement, and will have been deemed to have resigned.
- \*28.9 There shall be no requirement to post any positions in schools during the period from July 1st to August 31<sup>st</sup>. Positions will be posted on the Board's website.
- 28.10 No later than September 1, notification of the status of Employees on the surplus list in the bargaining unit will be forwarded to the Local President and Secretary.
- \*28.11 Resignation:
  - An Employee shall be deemed to have resigned if she:
    - (a) fails to notify the Employer of her intention to return to work in September by the deadline set as per Article 28.2(e); or

- \* (b) fails to notify the Employer of her intention to return to work within seven (7) days after receiving her recall notice; or
- (c) fails to return to work at the appointed location and time on the day employment was to begin; or
- (d) fails to provide good or sufficient reason why they are unable to respond to recall on the required date, and an alternate date or arrangement has not been approved; or
- \* (e) the Employee is laid off for more than twenty-four (24) consecutive months; or
- \* (f) the Employee is not able to return to their position after two (2) years from the final payment of salary and wages and is not receiving Workers Compensation and is still not able to return to work; or
- \* (g) the Employee resigns and does not withdraw her resignation within three (3) days; or
- \* (h) the Employee retires.

\*28.12 Notwithstanding any other provision of this Collective Agreement:

- \* (a) A Library Support Worker 1 (LSW 1) may be recalled to the position held in the preceding school year.
- \* (b) A Library Support Worker 2 (LSW 2), Educational Assistant 2 (EA 2), Student Support Worker 2 (SSW 2) or Native Student Advisor 2 (NSA 2) shall only have recall rights during Surplus Recall: Round 2 after the placement of Library Technicians, Student Support Worker 1s, Native Student Advisor\_1s and Educational Assistant 1s and in accordance with seniority and provided the Employee has the qualifications to immediately be able to competently perform the work;
- \* (c) A Library Support Worker (LSW 1) who is laid off may apply for positions that are posted after Round 2 and be considered as a member of the bargaining unit.
- (d) A Library Support Worker 3 (LSW 3) and an Educational Assistant 3 (EA 3) have no right of recall.

28.13 Nothing in this agreement prohibits one Employee from working at more than one school.

28.14 By September 30, the Local President and Secretary and the Employee

Relations Officer will be provided a revised seniority list by classification including the following information:

- (a) who is not returning;
- (b) who has resigned;
- (c) who is still on layoff;
- (d) who is hired in Term positions, stating start and finish dates;
- (e) who has reduced hours or increased hours;
- (f) who has had their assignment changed through a transfer;
- (g) who has TRHW;
- (h) who has been offered special funding positions;
- (i) who has been hired from outside into a position in the bargaining unit;
- (j) who is on prepaid leave;
- (k) current assignment (location); and
- (l) hours of work.

28.15 When a new school opens:

- (a) All staffing changes will be dealt with in the school year prior to the school year when the new school is scheduled to open;
- (b) The Employer will establish the criteria for identifying positions for relocation, and will consult with the Joint Committee in determining the staff so affected; and
- (c) The Employer will consider requests from Employees at schools directly affected by the opening of a new school who wish to remain at their current school or relocate to a new school after Employees designated for relocation have been determined.

28.16 When an existing employee is relocated to a “new” or renovated school and is required by the Employer to work additional hours or beyond their regularly scheduled hours in preparation for the opening of the school, then the employee will be compensated for the approved additional hours at their regular hourly rate.

## **ARTICLE 29 - TRANSFERS**

- 29.1 An Employee who wishes to be considered for a transfer from the assignment of her duties in the previous school year must apply as follows:
- (a) An Employee who has been employed with the Board for a minimum of two (2) consecutive years may apply in writing to the Director of Human Resources, or designate, by May 31 of the current year, for a transfer to a specific location(s) for the next school year;
  - (b) The transfer must adhere to the following conditions:
    - (i) the Employee must be above the threshold for recall in accordance with Article 28.1;
    - (ii) be a request to change locations;
    - (iii) be to a position within the same classification;
    - (iv) be based on seniority;
    - (v) be to a position with no incumbent;
    - (vi) not prevent the Employee from maintaining her position until the transfer is finalized; and
    - (vii) be in accordance with the layoff/recall procedure in this Agreement.
  - (c) The Employer agrees to consider the transfer provided the Employee is, in the judgement of the Employer immediately able to competently perform the work; and
  - (d) The decision of the Employer shall not be grievable.

## **ARTICLE 30 – EXCHANGES**

- 30.1 (a) An Employee who has been employed with the Employer for a minimum of two (2) consecutive years may apply in writing after the Surplus Recall: Round 2 and before November 30 of each school year to the Director of Human Resources, or designate, for an exchange of positions.
- (b) The exchange must adhere to the following conditions:
    - (i) involve two (2) Employees who have the same classification;

- (ii) not be based on seniority;
  - (iii) not prevent a posting to a vacancy;
  - (iv) be requested by both Employees for the primary purpose of exchanging locations;
  - (v) be a request to move to a position which has the same hours initially;
  - (vi) the exchange shall have a trial period of forty-five (45) days subject to reversal by the Employer during this period; and
  - (vii) the exchange shall become permanent on the 46<sup>th</sup> day.
- (c) The Employer agrees to evaluate the merits of the exchange, investigate the feasibility of the exchange with the school administrators involved and reply in writing within three (3) weeks of the request.
- (d) The decision of the Employer shall not be grievable.

#### **ARTICLE 31 - TEMPORARY REDUCED HOURS OF WORK**

- 31.1 (a) Full-time and part-time employees are eligible to be considered for a Temporary Reduced Hours of Work (TRHW) arrangement, where operational requirements permit and the provision of services are not adversely affected.
- (b) An application for a TRHW shall be made in writing to the Director of Human Resources, or designate, and will include the start and end dates of the TRHW arrangement and the number of hours to be reduced.
- (c) The Director of Human Resources, or designate, in consultation with the Principal will approve, or not, the TRHW arrangement presented in the application.
- (d) A TRHW arrangement may be approved for one school year at a time. Upon application, a second year may be approved.
- (e) The Employer may cancel a TRHW arrangement due to operational requirements.
- (f) The Employee may request to cancel the TRHW arrangement in exceptional circumstances and it will be approved providing the Employer does not incur additional salary costs.



- (g) At the end of the TRHW arrangement, the Employee may make application for a permanent reduction of hours of work, or the Employee will resume the hours of work and the employment status, i.e. full-time, held prior to the TRHW arrangement. Should the position no longer exist, she shall be placed in a comparable position in the same classification. If neither is available, the Employee shall be laid off in accordance with Article 27 of this Agreement.
- (h) Employees participating in TRHW arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.
- (i) An Employee's anniversary and/or service date for the purpose of earning pay increment will remain unchanged.
- (j) Long Term Disability: During the TRHW period, Employee contributions to the LTD fund for those presently enrolled will continue to be based upon the provisions of the LTD plan.
- (k) Employee Benefits: During the TRHW period, Employee benefits may continue and will be based upon the provisions of the plan.
- (l) Depending upon the requested duration of the TRHW, the remaining hours may be filled from within the same classification in accordance with Article 32.3.

## **ARTICLE 32 - ADDITIONAL INSTRUCTIONAL SUPPORT HOURS**

### **32.1 Additional Hours for Educational Assistants and Student Supervisors**

It is possible that changing needs within a school may require the provision of additional educational assistant or student supervision support to a school without the creation of a new position. Such hours, temporary or permanent, shall, where operationally feasible, be added to the assignments of Employees in the appropriate classifications who are presently in place within the school, by seniority, as outlined in the following clauses and paid in accordance with Article 32.3:

- (a) In the event that additional hours are assigned or, notwithstanding Article 18.6, existing hours become available after the opening of school for the benefit of a specific student who already has an Employee(s) assigned to her, those hours will be assigned, by seniority, to the Employee(s) in the appropriate classification working with that student provided such Employee(s) are immediately able to competently perform the work;

- (b) In the event that additional hours are assigned or, notwithstanding Article 18.6, existing hours become available after the opening of school for the benefit of a student or students who do not have hours dedicated to them, the hours will be added to Employees in the appropriate classification within the school whose number of hours of employment are less than held by the Employee during the preceding school year. Hours will be allocated to Employees in descending order of seniority, subject to the conditions that the Employee must be qualified and available to immediately be able to competently perform the work being added according to the time schedule when it is needed;
- (c) In the event that it is impossible to add hours in accordance with the criteria outlined in clauses (a) and (b) above, the additional hours will be offered to Employees currently within the school who are willing and qualified to competently perform the work according to the time schedule when it is needed; and
- (d) In the event that all Employees in the school have the same or more hours of work than they had in the preceding school year, or if Employees are unable to accept more hours because of inability to meet conditions described in clauses (a), (b), and (c) above, the allocated hours, when determined by the Employer to be permanent, will be posted in accordance with the provisions of Article 34 - Job Posting.

### **32.2 Additional Library Services Hours**

It is possible that changing needs within a school may require the provision of additional Library support to a school without the creation of a new position. Such hours, temporary or permanent, may be added to the assignment of an Employee who is presently in place within the school, (by seniority if more than one Employee), as outlined in the following clauses and paid in accordance with Article 32.3:

- (a) In the event that additional hours are assigned or, notwithstanding Article 18.6, existing hours become available after the opening of school those hours will be assigned, (by seniority if more than one Employee), to the full-time, part-time or term Employee provided such Employee(s) are immediately able to competently perform the work; or
- (b) In the event that it is impossible to add hours in accordance with the criteria outlined in clause (a) above, the additional hours, when determined by the Employer to be permanent, will be posted as per Article 34 - Job Posting.

### **32.3 Effective the date of the signing of this collective agreement, notwithstanding Article 18.6, such additional or existing instructional support staff hours, including**

hours remaining from a TRHW as per Article 31, will be assigned or compensated as follows:

- (a) for a duration of ninety (90) days or more in the next school year, the hours will be included as a term position in the creation of assignments at the school for the layoff-recall process;
- (b) for a duration of ninety (90) days or more during the current school year, the hours will be offered to a full-time, part-time or term Employee(s) at the school in accordance with the provisions of this Article or, where there are no qualified Employees, posted as a term position;
- (c) for a duration of less than ninety (90) days, the hours may be offered to a full-time, part-time or term Employee(s) at the school, or on the recall list and paid at the appropriate classification rate filled by a casual employee.
- (d) Should the Employer fail to advise the Union within ninety (90) days of the decision to remove the hours or to post the position in accordance with the Collective Agreement, the hours shall be deemed permanent to the end of the School Year and posted accordingly.

### **ARTICLE 33 - TECHNOLOGICAL CHANGE**

(For Full-time and Part-time Employees)

33.1 In this Article "Technological 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 methods, 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 effect the hours of work available to a Full-time or Part-time Employee in the bargaining unit or could reasonably be expected to result in the layoff of a Full-time or Part-time Employee in the bargaining unit.

- 33.2 When the Employer is considering the introduction of technological change:
- (a) The Employer agrees to notify in writing, the President and Secretary of the Local with a copy to the Employee Relations Officer, as far as possible in advance of the intention to introduce technological change and to update the information provided as new developments arise and modifications are made; and
  - (b) Notwithstanding (a), the Employer shall provide the President and Secretary of the Local, with a copy to the Employee Relations Officer, 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.
- 33.3 Technological change shall be introduced only after the Employer and the Local, at Joint Committee, have engaged in consultation to attempt to minimize any adverse effects of the technological change on Employees in the bargaining unit.
- 33.4 Where the introduction of technological change requires new or enhanced skills other 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 without loss of salary or benefits during training periods held during work hours.

#### **\*ARTICLE 34 - JOB POSTING**

- 34.1 In filling a vacancy in an existing or new position, the primary and governing consideration shall be the sufficiency of the qualifications of the Employee for the requirements of the position as determined by the Employer as set out in the job posting; provided, however, that where qualifications are equal, the applicant with the greater seniority shall be appointed.
- 34.2 In determining the sufficiency of the qualifications of any applicant, the Employer shall not be arbitrary nor discriminatory in its decision.
- 34.3 The Employer may advertise vacancies for persons outside the bargaining unit concurrently with the internal posting process described in this Article, but no consideration shall be given to any external applications until the Employer has fully processed all applications from Employees in the bargaining unit and determined that no employee is qualified.
- \*34.4 (a) During the school year, when the Employer decides a vacancy is to be filled within the bargaining unit, the Employer shall post a job posting for five (5) days in each school with a copy forwarded to the Local President.

- (b) Only Employees who have completed their probationary period are eligible to apply for positions (as per Article 25.5).
  - (c) Any applicant from within the bargaining unit must make her written application before the deadline for applications specified in the job posting.
  - \*(d) The Employer is not required to post any position that has a duration equal to or less than forty-five (45) days.
  - (e) Where an appointment is made in accordance with this article the Employer shall provide the Employee with an opportunity for a de-briefing of her interview.
- 34.5 The job posting shall contain a general description of the position, the required qualifications, job status (permanent or term), hours of work and any other relevant information.
- 34.6 The Employer shall have the right to fill the position on a temporary basis not to exceed thirty (30) days until a permanent appointment has been made.
- 34.7 If the qualifications for a job, which has been posted are changed after the job has been posted and before it is filled, the job shall be posted again, following consultation with the Local members of the Joint Committee, setting forth the revised qualifications before the appointment is made. Once advised of a reposting, any employee who applied under the initial posting must advise in writing that she wishes to be considered for the subsequent, amended posting.
- 34.8 The Employer will give full consideration for any vacant positions to Employees who are absent because of illness, or other authorized absences.
- 34.9 When an Employee is placed as the result of a job posting, she will be allowed a forty-five (45) day trial period. If unable to perform the new duties to the satisfaction of the Employer, the Employee will be returned to the position occupied immediately preceding her placement. Any other Employee placed because of the rearrangement of positions shall also be returned to her former position and salary, should the position exist, without loss of seniority.
- 34.10 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such Employee's regular position, shall not have her original regular rate of pay reduced while so temporarily employed.
- 34.11 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is higher than the rate for such

Employee's regular position, shall receive the higher rate of pay while so temporarily employed. Reassignment will be subject to formal verification.

- \*34.12\*(a) An Educational Assistant and a Student Supervisor who applies for and accepts a Term Position in the Employee's school shall retain her former position in that school and shall be returned to her former position in that school upon completion of the term assignment.
  
- \*(b) An Educational Assistant and a Student Supervisor who applies for and accepts a Term Position in a school other than the Employee's school shall not be returned to her former position but laid off in accordance with Article 27 at the end of the term position.
  
- \*(c) All other Employees who apply for and accept a Term Position will retain their former position and shall be returned to their former position upon completion of the Term assignment.

34.13 The Employer agrees to notify the Local if it does not intend to fill a vacancy with reasons clearly stated.

34.14 Following the next Human Resources Committee meeting of the Board, the Local President and Secretary will receive official notice via the Minutes of all:

- (a) successfully hired candidates;
- (b) lay-offs and/or recalls;
- (c) transfers and/or exchanges and/or TRHW arrangements (including extensions and terminations); and
- (d) terminations.

#### Affirmative Action

34.15 The Employer and the Union acknowledge the mutual benefit of affirmative action; and agree to adhere to the following:

- (a) Clear advertising providing a thorough description of job functions, requirements and a stated commitment to affirmative action;
- (b) The use of objective, measurable criteria including employment equity as the basis for selection;
- (c) The Employer and the Local have made a commitment to:
  - (i) designate positions for affirmative action purposes during layoff and recall; or

- (ii) recall to designated positions in accordance with the layoff and recall procedures.
- (d) All affirmative action positions will be pre-determined and filled in accordance with the normal layoff and recall procedure, or posted externally if no qualified internal candidates offer for positions; and
- (e) When positions become available during the school term, other than due to retirement or restructuring, an affirmative action position may be created following consultation with the Local members of the Joint Committee and the Employee Relations Officer.

**\*ARTICLE 35 - PAYMENT OF WAGES AND ALLOWANCES**

35.1 The Employer shall pay Employees in accordance with Appendix “A” attached hereto and forming part of this Agreement. On each bi-weekly pay day each Employee shall be provided with an itemized statement of her wages, overtime, vacation pay and any supplementary pay and deductions. The Employer shall ensure that Employees have access to their pay statements, at the workplace, through employee self service.

\*35.2 For Employees working six (6) or more hours per day as of the first teaching day in September:

\*(a) pay for each Employee shall be equalized over twenty-two (22) or twenty-six (26) pays, as determined by the Employee, provided the Employee is scheduled to work for the full year.

\*(b) wages for Employees working six (6) or more hours per day will be calculated by multiplying the hourly rate by the number of hours per day the Employee works and the number of days assigned to work plus paid holidays per year and dividing that number by the number of pay periods the Employee has instructed the Employer to pay.

\*35.3 Employees working less than six (6) hours per day as of the first day of September shall be paid actual wages. Exceptions may be made for Employees who cannot be assigned additional hours during the school year with the written approval by August 1 of the Coordinator of Employee and Labour Relations.

Employees who have had an unpaid leave that has resulted in an overpayment situation during the previous or current school year will not be eligible to have their pay equalized over twenty-two (22) or twenty-six (26) pays.

- \*35.4 Where periodic adjustment to the pay periods occur, the Employer agrees to consult with the Local prior to this change.
- \*35.5 Vacation pay will be calculated separate from regular hourly wages.
- \*35.6 (a) Overpayment of wages or under-deduction for benefits made in error to an Employee may be recovered by the Employer by withholding the amount of such overpayment or under-deduction in equal deductions from the pay due to the Employee within a twelve month period, or such lesser period as the Employee is under contract with the Employer, or that the Employee and the Employer may agree to in writing.
- (b) Further to this, the Employer will not attempt to recover any overpayment or under-deduction unless notice has been given by the Employer of the existence of such an overpayment or under-deduction, within forty-five days following the end of the fiscal year in which the overpayment or under-deduction has occurred.

#### **\*ARTICLE 36 – HOURS AND CONDITIONS OF WORK**

- 36.1 All Employees are hired by the Employer for the geographic area served by the Employer and are assigned, from time to time, to a school or schools which requires their services.
- \*36.2 (a) The normal hours of work per week for Employees shall be as scheduled by the Employer provided all hours shall be scheduled between the hours of 7:30 a.m. and 4:30 p.m. Monday to Friday inclusive.
- \*(b) Student Support Workers and Native Student Advisors will normally work an eight (8) hour day of recorded time based on a flexible work schedule, which may include working after school, in the evening, and on weekends. Any time accumulated in accordance with 36.12 shall be deducted from time accrued.
- (c) Following consultation with the Local, the hours of work provided in this Article may be modified in the event the Employer establishes a double shift system for a school or hours of schooling which are different than the normal hours established by the Employer. If schools are combined by location, but remain independent, the employee(s) will not have their current hours reduced for the remainder of the school year.
- (d) Notwithstanding Article 36.2(b), in establishing positions the Employer will make reasonable efforts to avoid split shifts.
- \*(e) Subject to Article 27.8, there shall be no reduction in the total number of hours approved in the Staffing Allocation Plan for the Region for Library



Technicians, Library Support Workers, Teachers' Resource Centre Technicians, Student Support Workers, Native Student Advisors and Educational Assistants after September 15 of each year.

- (f) Once the scheduled hours for Student Supervisors are set in September (or after the Employee has begun work), no reduction in hours will be made without giving the Employee two (2) weeks notice.

\*36.3 Full-Time and Part-Time Employees will be scheduled by the Employer as follows:

- (a) Teachers Resource Centre Technicians – Two Hundred (200) days per school year on a flexible work timetable which is established by the Employer each September;
- (b) Library Technicians, Educational Assistants and Library Support Workers – One Hundred Ninety-Five (195) days per school year;
- \* (c) Student Support Workers and Native Student Advisors – Two Hundred and Fifteen (215) days per school year which includes One Hundred and Ninety-Five (195) days during the school year and Ten (10) days immediately preceding and Ten (10) days immediately following the school year;
- (d) Student Supervisors – Up to One Hundred Ninety-Five (195) days per school year, but not less than One Hundred and Eighty-Five (185) days per school year.

36.4 Employees are not scheduled to work during the Christmas and March breaks or during the summer lay-off.

36.5 Storm Days

Where Employees are not required to provide services to students because of weather conditions, Employees will not be expected to attend work on such days and will be paid for such days. However, such Employees will be expected to work and to respond to normal fluctuations in day to day work, including extra-curricular school trips which extend beyond the normal school day, attendance at in-service programs, Employer and school-based meetings, committee meetings (excluding Occupational Health and Safety Meetings) and functions without additional pay.

36.6 Employees shall not suffer a loss of salary if their work place is temporarily closed because of an order by an official body for reasons of health, security and /or safety.

36.7 In the event that the Province of Nova Scotia requires or allows the Employer to implement periods of instruction different from those now required by the Province of Nova Scotia, the necessary changes to this agreement shall be made, following consultation with the Local, in order to accommodate such different periods of instruction.

**36.8 Lunch Breaks**

- (a) An Employee who works three (3) hours a day or less is not entitled to a lunch break.
- (b) All Employees working more than three (3) hours a day shall be entitled to an unpaid lunch break of at least thirty (30) minutes.
- (c) Where the Employer and the Employee agree, the unpaid lunch break may be extended to an unpaid lunch break of up to one (1) hour.

**36.9 Rest Periods**

- (a) Employees working six (6) or more hours per day shall be entitled to two (2) fifteen (15) minute paid rest breaks a day.
- (b) Employees working more than three (3) hours and less than six (6) hours per day shall be entitled to one (1) fifteen (15) minute paid rest break a day.

36.10 Employees shall be provided with proper accommodations for lunch and a secure location to keep personal belongings.

36.11 No changes will be made to working conditions which Employees presently enjoy and which are not contained in this Agreement until such changes are first discussed with the Joint Committee.

**36.12 Overnight Camps and/or Trips**

Where Employees are required to accompany students on school sponsored overnight trips involving time outside the normal working hours. Employees shall be compensated for either eight (8) hours or for all hours worked, whichever is less, at time and one half (1.5X) times their normal rate of pay. The time shall be paid on the pay immediately following January 31 or June 30, unless the time is scheduled as time off at a mutually agreeable time. Pre-approval for payment for participation in overnight camps or trips must be obtained from the Coordinator of Employee and Labour Relations.

**\*ARTICLE 37 - OVERTIME**

- 37.1 Overtime shall be worked on a voluntary basis.
- 37.2 Overtime shall mean overtime authorized or approved in advance by the Employer.
- 37.3 Overtime shall be offered to Employees who are willing and qualified to perform the available work within their classification.
- 37.4 (a) Except as provided for in Article 36.5 and Article 37.5, all time which an Employee is required by the Employer to work beyond the Employee's normal work day or eight (8) hours per day, whichever is greater, or forty (40) hours per week shall be considered as overtime.
- (b) Employees shall be paid overtime rounded off to the nearest fifteen (15) minute period of overtime worked.
- \*37.5 Approved overtime for Student Support Workers and Native Student Advisors will accrue (in an overtime bank) after eight (8) hours per day and forty (40) hours per week. The overtime bank will be reconciled biweekly by the employee's immediate supervisor.
- (a) Overtime so accrued will normally be taken as time off in lieu of the overtime hours worked.
- (b) Such time in lieu will be scheduled with the approval of the immediate supervisor.
- (c) All accumulated overtime must be taken as time in lieu prior to the annual layoff or paid out.
- 37.6 Employees who work overtime shall be paid at the rate of one and one half (1½) times their regular rate of pay, or credited at the rate of one and one half (1½) times for the overtime worked.
- 37.7 Employees may, with the approval of the Employer, take equivalent time off in lieu of pay for overtime hours worked at the appropriate rate.
- 37.8 Except as provided for in Article 37.5, pay for overtime shall be received by Employees in the Employee's next pay following the overtime report being submitted by the Employee to the Employer, provided that such reports are submitted to the Employer at least three (3) full working days prior to the applicable payroll input data dates.

**ARTICLE 38 - HOLIDAYS**

38.1 Provided the Employee is working during the period in which the Holiday falls, paid holidays are:

- (a) Labour Day;
- (b) Thanksgiving Day;
- (c) Remembrance Day;
- (d) Christmas Day;
- (e) Boxing Day;
- (f) New Year's Day;
- (g) Good Friday;
- (h) Easter Monday;
- (i) Victoria Day;
- (j) Canada Day;
- (k) the first Monday in August; and

any other day(s) proclaimed as a holiday by the Federal or Provincial governments or such other day(s) the Minister of Education may declare a school holiday where those days fall on a normal working day.

38.2 For a Holiday an Employee will be paid for the hours the Employee is normally scheduled to work.

**\*ARTICLE 39 – VACATION PAY**

\*39.1 All Employees will receive vacation pay, with each pay, calculated on the following basis and based on the Employee's gross wages during the pay period.

0 - 6 years of service	4%
7 - 10 years of service	6%
11 + years of service	7%
20 + years of service	8%

39.2 Years of service will be based on the date of hire.

**\*ARTICLE 40 - EMPLOYEE BENEFITS**

\*40.1 The Employer will continue to participate with eligible Employees in the provision of group insurance (life, dependent life, and accidental death and dismemberment), medical, dental, and long-term disability plans in accordance with the provisions of the Nova Scotia School Boards Association Benefit Plan existing as of the date of the signing of this collective agreement and the following:

- \* (a) The parties agree that the contributions for the premium cost of participation in the Plan will be cost shared between the Employer and the Employee on a 65/35 percent basis respectively, effective the date of signing of this Agreement.
  - (i) Notwithstanding, the Plan will include a provision that Long Term Disability premiums will be paid 100% by the Employee.
- (b) Effective 01 October, 2004, it shall be a condition of employment for all eligible Employees who work twenty-five (25) hours per week or more, to join and participate in the Basic Life Insurance, Long Term Disability, and Health components of the Nova Scotia School Boards Association Benefit Plan (NSSBA Benefit Plan). An eligible Employee may be exempted from Health coverage if proof of spousal coverage under a comparable plan is provided to the Employer and the provider.
  - (i) To be eligible to participate in the NSSBA Benefit Plan, Employees must have successfully completed the probationary period.
  - (ii) Employees working less than twenty-five (25) hours per week who are currently enrolled in the NSSBA Benefit Plan may continue in said Plan.
  - (iii) New Employees hired to work less than twenty-five (25) hours per week may enroll and participate in the NSSBA Benefit Plan in accordance with the provisions of said Plan.

\*40.2 The Employer will participate with eligible Employees in the provision of a pension plan - as follows:

- (a) Following successful completion of the probationary period and in accordance with the provisions of the Plan, eligibility for participation in the Nova Scotia School Board Association Pension Plan for Non-Teaching Employees shall be as determined by the threshold for part-time employment provided in the Nova Scotia Pension Benefits Act,
- (b) All current Employees who are eligible, including those who currently have a group RRSP will be enrolled in the NSSBA Pension Plan for Non-Teaching Employees and the parties agree to cost share equally the premium cost of participation in the plan as set out by the Board of Trustees of the NSSBA Pension Plan,
- (c) Employees who are currently enrolled in the Standard Life Defined Contribution Pension Plan may leave existing funds to continue in said pension plan; but will be enrolled in the NSSBA Pension Plan for Non-Teaching Employees and all future contributions will be made in

accordance with the provisions of the Employer and the Employee the NSSBA Pension Plan for Non-Teaching Employees.

(d) Employees currently participating in the Group RRSP and not eligible to participate in the NSSBA Pension Plan for Non-Teaching Employees may continue to participate in the Group RRSP with the Employer and Employee contribution at 5% each.

\*(e) Notwithstanding Article 40.2(d), no further contributions will be made to the Group RRSP's or the Standard Life Defined Contribution Plan of those Employees eligible for the NSSBA Pension Plan for Non-Teaching Employees.

40.3 An Employee Assistance Program (EAP) will be provided to Employees. Effective 01 August, 2007, the EAP will be cost-shared on a 50/50 basis to a maximum of \$30.00 per year per employee (\$15.00 for Employer and \$15.00 for Employee). Participation in the EAP will be mandatory.

40.4 Employees will receive the Employee share of the EI Rebate.

40.5 The entitlements of Employees formerly employed by the Annapolis District School Board for service awards, and the Hants West District School Board for death benefits and sick leave payout will be calculated as per Letter of Understanding #1.

## **ARTICLE 41 - TRAVEL AND TRANSPORTATION**

41.1 Any Employee who is required as part of her duties to transport students shall maintain and keep in force such motor vehicle insurance as is required from time to time by the Employer.

41.2 The Employer will reimburse any additional insurance costs beyond the costs of an Employee to obtain Insurance for One Million Dollars (\$1,000,000.00) in liability coverage in order that the Employee has the insurance coverage required by the Employer. The Employer will also reimburse the cost of any necessary and additional insurance coverage to permit the Employee to transport students for reimbursement.

41.3 Notwithstanding 41.2, the Employee must provide, for the Employer's approval, a written quotation from their insurer for the cost of the additional coverage prior to the coverage being obtained. Once the additional coverage is approved by the Director of Human Resources, or designate, reimbursement shall be made upon presentation to the Employer of proof of coverage and payment of the premium.

41.4 An Employee required by the Employer to travel in the performance of her duties shall be reimbursed for travel in accordance with the metrage rate as established by the Employer and the Local will be advised of any changes to the rate prior to implementation.

#### **\*ARTICLE 42 – TRAINING AND DEVELOPMENT**

\*42.1 Effective 01 April, 2010, the Employer shall provide the sum of seventeen thousand and five hundred dollars (\$17,500) in each year of the Agreement for individual Employees to participate in job-related training and development. This shall be known as the Training and Development Fund and shall be separate from any funds allocated for in-service training.

42.2 The Training and Development Fund will be administered by the Director of Human Resources, or designate, who will establish an Advisory Committee with Terms of Reference and guidelines for allocating funds.

42.3 Applications for approval may be made for workshops, seminars, courses and conferences which:

- are a credit towards a certificate of upgrading;  
or
- are directly related to the work for which the employee is or will be responsible;  
or
- are approved by the Director of Human Resources, or designate.

42.4 Applications for approval shall be submitted to the immediate supervisor, then forwarded to the Coordinator of Employee and Labour Relations (Instructional and Operational Support Groups).

42.5 Substitutes for an employee who is attending a workshop, seminar, course, or conference may be provided if necessary (and pre-approved) and charged to the Training and Development Fund.

42.6 To qualify for reimbursement, the employee must apply within sixty (60) days of completion of workshop, seminar, course or conference. Verification of successful completion must be provided at this time.

42.7 Workshop/seminar/course/conference expenses include registration, tuition, and other approved fees, metrage, accommodations and meals where applicable at the current Board rate. Receipts must be supplied for all registrations, meals and accommodation.

- 42.8 Employees shall be limited to two (2) of the following: workshops/seminars/full University credit courses/conferences per year.
- 42.9 Allocated funds not used in one (1) fiscal year will be carried forward to the next year.
- 42.10 In keeping with the Employer's commitment to ongoing Employee development, every effort will be made to complete an annual performance appraisal for each Employee.



IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement at Berwick, in the County of Kings, Province of Nova Scotia this 14<sup>th</sup>, day of December, 2010.

**Signed on behalf of the**

**ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**

Margo Tait  
Superintendent of Schools

Lavinia Parrish-Zwicker, Chair of the Board

Allen Hume  
Director of Human Resources  
Witness

Kim Grimard, Board Secretary

Signed on behalf of the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 73**

Joan Jessome, President NSGEU

Christine J. Davis, Bargaining Committee

Catherine Hiltz, Bargaining Committee

Lorna Blair, ERO/Chief Negotiator

Kerry M Johnson, Bargaining Committee

Patricia D Llewellyn, Bargaining Committee

**\*APPENDIX A - RATES AND CLASSIFICATIONS**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$16.68	\$17.16	\$17.34	\$17.51
2nd	\$16.98	\$17.47	\$17.65	\$17.82
3rd	\$17.30	\$17.80	\$17.98	\$18.16
4th	\$17.62	\$18.13	\$18.31	\$18.50
5th	\$18.05	\$18.57	\$18.76	\$18.95
6th	\$18.48	\$19.02	\$19.21	\$19.40

**Table 1: Educational Assistant 1 (EA 1)**

**NOTES TO RATES AND CLASSIFICATIONS – TABLE 1**

1. Increments are based on date of hire.
2. Current rates are the exit rates of the previous Agreement.
3. Effective April 1, 2009, the rate includes a 2.9% economic increase.
4. Effective April 1, 2010 the rate includes a 1% economic increase.
5. Effective April 1, 2011, the rate includes a 1% economic increase.
6. For the term of this Agreement, Educational Assistants assigned dedicated student supervision or general supervision for 1.5 hours or less per day will be paid the Educational Assistant rate for all hours for 195 days and paid holidays.

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$16.68	\$18.00	\$18.18	\$18.36
2nd	\$16.98	\$18.32	\$18.51	\$18.69
3rd	\$17.30	\$18.67	\$18.85	\$19.04
4th	\$17.62	\$19.02	\$19.21	\$19.40
5th	\$18.05	\$19.48	\$19.67	\$19.87
6th	\$18.48	\$19.94	\$20.14	\$20.34

**Table 2: Student Support Worker 1 (SSW 1)/Native Student Advisor (NSA 1)**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$16.68	\$17.16	\$17.34	\$17.51
2nd	\$16.98	\$17.47	\$17.65	\$17.82
3rd	\$17.30	\$17.80	\$17.98	\$18.16
4th	\$17.62	\$18.13	\$18.31	\$18.50
5th	\$18.05	\$18.57	\$18.76	\$18.95
6th	\$18.48	\$19.02	\$19.21	\$19.40

**Table 3: Student Support Worker 2 (SSW 2) /Native Student Advisor (NSA 2)**

**NOTES TO RATES AND CLASSIFICATIONS – TABLE 2 - 3**

1. Increments are based on date of hire.
2. Current rates are the exit rates of the previous Agreement.
3. Effective April 1, 2009, the rate includes a 2.9% economic increase. Student Support Worker 1s will receive a classification adjustment.
4. Effective April 1, 2010, the rate includes a 1% economic increase.
5. Effective April 1, 2011, the rate includes a 1% economic increase.

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$16.68	\$17.16	\$17.34	\$17.51
2nd	\$17.25	\$17.75	\$17.93	\$18.11
3rd	\$17.81	\$18.33	\$18.51	\$18.69
4th	\$18.39	\$18.92	\$19.11	\$19.30
5th	\$18.95	\$19.50	\$19.69	\$19.89
6th	\$19.51	\$20.08	\$20.28	\$20.48

**Table 4: Library Technician (LT)/Teachers' Resource Centre Technician (TRCT)**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$16.22	\$16.69	\$16.86	\$17.03
2nd	\$16.46	\$16.94	\$17.11	\$17.28
3rd	\$16.70	\$17.18	\$17.36	\$17.53
4th	\$16.94	\$17.43	\$17.61	\$17.78
5th	\$17.19	\$17.69	\$17.87	\$18.04
6th	\$17.44	\$17.95	\$18.13	\$18.31

**Table 5: Library Support Worker 1 (LSW 1)**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
1st	\$12.26	\$12.62	\$12.74	\$12.87
2nd	\$12.91	\$13.28	\$13.42	\$13.55
3rd	\$13.52	\$13.91	\$14.05	\$14.19
4th	\$14.19	\$14.60	\$14.75	\$14.90
5th	\$14.83	\$15.26	\$15.41	\$15.57
6th	\$15.47	\$15.92	\$16.08	\$16.24

**Table 6: Educational Assistant 2 (EA 2)/Library Support Worker 2 (LSW 2)**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
N/A	\$10.50	\$10.80	\$10.91	\$11.02

**Table 7: Educational Assistant 3 (EA 3)/Library Support Worker 3 (LSW 3)**

<b>Increment</b>	<b>Current</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
N/A	\$12.40	\$12.76	\$12.89	\$13.02

**Table 8: Student Supervisor**

## **NOTES TO RATES AND CLASSIFICATIONS – TABLES 4 - 8**

1. Increments are based on the date of hire.
2. Current rates are the exit rates of the previous Agreement.
3. As of April 1, 2009, there will be a 2.9% wage increase for Library Technicians, Teachers' Resource Centre Technicians, Library Support Worker 1s, Educational Assistant 2s, Library Support Worker 2s, Educational Assistant 3s, Library Support Worker 3s and Student Supervisors.
4. As of April 1, 2010, there will be a 1% wage increase for Library Technicians, Teachers' Resource Centre Technicians, Library Support Worker 1s, Educational Assistant 2s, Library Support Worker 2s, Educational Assistant 3s, Library Support Worker 3s and Student Supervisors.
5. As of April 1, 2011, there will be a 1% wage increase for Library Technicians, Teachers' Resource Centre Technicians, Library Support Worker 1s, Educational Assistant 2s, Library Support Worker 2s, Educational Assistant 3s, Library Support Worker 3s and Student Supervisors.
6. For the term of this Agreement, Educational Assistant 2s and 3s, Library Technicians, and Library Support Workers 1, 2 and 3s assigned dedicated student supervision or general supervision for 1.5 hours or less per day will be paid their regular rate of pay for all hours for 195 days and paid holidays.

**LETTER OF UNDERSTANDING #1**

**SERVICE AWARDS, DEATH BENEFITS OR SICK LEAVE PAYOUT**

**BETWEEN**

**ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD,  
(hereinafter referred to as the "Employer")**

**and the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,  
(hereinafter referred to as the "Union")**

1. The existing entitlement of Employees formerly employed by the Annapolis District School Board for service awards was calculated as of 18 November, 1998. There shall be no further entitlements earned or accrued. Payment of the service award to such Employees shall be paid in accordance with the terms existing as of 18 November, 1998. (Attachment "A" to this Letter of the original, signed copies of this Agreement is a list of such employees and their entitlements.)
2. The entitlement of Employees formerly employed by the Hants West District School Board for death benefits under the provisions of the final agreement between the Hants West District School Board and CUPE Local 1449, was determined as of 18 November, 1998. There shall be no additional entitlements earned or accrued after 18 November, 1998. Payment shall be in accordance with the provisions of such final Agreement. (Attachment "B" to this Letter of the original, signed copies of this Agreement is a list of such employees and their entitlements.)
3. All employees formerly with the Hants West District School Board shall have had determined as of 18 November, 1998 the amount of sick leave payout to which such employees may become entitled to under the provisions of the final agreement between the Hants West District School Board and CUPE Local 1449. 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 based on the unused sick leave credits on the date of the entitlement or the amount on Attachment C, whichever is lesser. (Attachment "C" to this Letter of the original, signed copies of this Agreement is a list of such employees and their entitlements.)
4. This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding #1 at Berwick, in the County of Kings, Province of Nova Scotia this 14<sup>th</sup>, day of December, 2010.

**Signed on behalf of the**

**ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**

Margo Tait  
Superintendent of Schools

Lavinia Parrish-Zwicker, Chair of the Board

Allen Hume  
Director of Human Resources  
Witness

Kim Grimard, Board Secretary

**Signed on behalf of the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 73**

Joan Jessome, President NSGEU

Christine J. Davis, Bargaining Committee

Catherine Hiltz, Bargaining Committee

Lorna Blair, ERO/Chief Negotiator

Kerry M Johnson, Bargaining Committee

Patricia D Llewellyn, Bargaining Committee

**\***

\*22.1 Leave Without Pay .....34  
\*22.7 Paid Time for the Local Officers .....35  
\*24.3 Seniority will not accumulate when: .....41  
\*24.4 Seniority will accumulate when: .....41  
\*28.1 Instructional Support Staff Allocation  
    Proposal .....49  
\*28.11 Resignation: .....52

**1**

12.4 Employee Grievances .....15  
12.5 Union or Employer Grievance .....17  
18.1 Injury on Duty .....21  
18.8 Sick Leave .....22  
19.2 Parental Leave .....25  
19.3 Parental Leave for Spouse .....26  
19.5 Resumption of Work .....26  
19.6 Supplementary Employment Benefits .....27  
19.7 Paternity Leave .....27

**2**

21.1 Approval of Requests for Leave .....28  
    21.11 Military Leave .....33  
    21.12 Compassionate Leave .....33  
21.2 Special Leave with/without Pay .....29  
21.8 Personal, Family Care, and Emergency Leave  
    .....31  
21.9 Leave of Absence for Political Office .....31  
22.9 Leave of Absence for the Full-Time President  
    of the Union .....36  
23.1 Prepaid Leave Plan .....37  
23.10 Written Contract .....40  
23.2 Purpose .....37  
23.3 Terms of Reference .....37  
23.4 Eligibility .....37  
23.5 Application .....37  
23.6 Leave .....38  
23.7 Payment Formula and Leave of Absence .....38  
23.8 Benefits .....39  
23.9 Withdrawal .....40

**3**

32.1 Additional Hours for Educational Assistants  
    and Student Supervisors .....57  
32.2 Additional Library Services Hours .....58  
36.12 Overnight Camps and/or Trips .....66  
36.5 Storm Days .....65  
36.8 Lunch Breaks .....66

**A**

ADDITIONAL INSTRUCTIONAL SUPPORT HOURS  
    .....57

Affirmative Action .....62  
Annual Layoff/Recall Process .....50  
APPENDIX A .....74  
ARBITRATION .....18

**B**

BENEFIT AND BINDING .....8  
BEREAVEMENT LEAVE .....27

**C**

CLASSIFICATIONS .....43  
CORRESPONDENCE AND COMMUNICATION .....19  
Court Leave .....29

**D**

DISCIPLINE AND PERSONNEL FILES .....12  
DURATION .....7

**E**

Education Leave .....30  
EMPLOYEE BENEFITS .....68  
EXCHANGES .....55

**G**

Graduation Leave .....30  
GRIEVANCE PROCEDURE .....15

**H**

HOLIDAYS .....68  
HOURS AND CONDITIONS OF WORK .....64

**I**

Instructional Support Staff Allocation Proposal .49

**J**

JOB POSTING .....60  
JOINT COMMITTEE .....14

**L**

LAYOFF .....47  
Leave for Elected (or Seconded) Position with the  
    Union .....35  
LEAVE FOR UNION BUSINESS .....34  
LEAVES .....28  
LEGAL/LIABILITY COVERAGE .....11



**M**

MANAGEMENT RIGHTS .....8

**N**

NEW EMPLOYEES.....20  
NO DISCRIMINATION/HARASSMENT .....15

**O**

OCCUPATIONAL HEALTH & SAFETY .....20  
OVERTIME .....67

**P**

**Parental Leave for Adoptive Parents**.....26  
PAYMENT OF WAGES AND ALLOWANCES .....63  
PREAMBLE AND DEFINITIONS .....4  
**Pregnancy Leave**.....24  
PREGNANCY, PARENTAL AND ADOPTION LEAVE  
.....24  
PREPAID LEAVE.....37  
**Pre-retirement Leave** .....33  
PROBATIONARY EMPLOYEES.....42

**R**

RECALL .....49

RECOGNITION.....7  
**Rest Periods** .....66

**S**

SENIORITY.....40  
SICK LEAVE/WORKERS' COMPENSATION .....21  
Storm Days .....65  
Surplus Recall: Round 1 .....51  
Surplus Recall: Round 2 .....51

**T**

TECHNOLOGICAL CHANGE .....59  
TEMPORARY REDUCED HOURS OF WORK.....56  
TRAINING AND DEVELOPMENT .....71  
TRANSFERS .....55  
TRAVEL AND TRANSPORTATION.....70

**U**

UNION REPRESENTATION.....10  
UNION SECURITY, ACTIVITIES AND DUES  
CHECK-OFF .....9

**V**

VACATION PAY.....68  
VOLUNTEERS.....20