

# **COLLECTIVE AGREEMENT**

**between the**

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5047**

**August 1, 2020 to March 31, 2024**

**TABLE OF CONTENTS**

Article 1	Preamble.....	6
Article 2	Recognition .....	7
Article 3	Employer's Rights .....	9
Article 4	Union Shop .....	10
Article 5	Employee Status Definitions.....	12
Article 6	Work of the Bargaining Unit.....	14
Article 7	Human Rights .....	16
Article 8	Seniority .....	17
Article 9	Staffing.....	20
Article 10	Hours of Work .....	33
Article 11	Overtime .....	35
Article 12	Layoff and Recall.....	37
Article 13	Grievance Resolution .....	42
Article 14	Discipline, Suspension and Discharge.....	46
Article 15	Sick Leave.....	48
Article 16	Leaves of Absence.....	51
Article 17	Bereavement Leave .....	60
Article 18	Leave for Jury Duty .....	61
Article 19	Holidays .....	62
Article 20	Vacation .....	63
Article 21	Proper Accommodation.....	65
Article 22	Personnel File .....	66
Article 23	Job Classification and Reclassification .....	67
Article 24	Labour Management Committee .....	69
Article 25	Medically Related Procedures & Behaviour Management Support.....	70
Article 26	Clothing and Equipment .....	71
Article 27	Occupational Health and Safety .....	72
Article 28	Technological and Other Changes Complete .....	74
Article 29	Professional Development and Incentive Grants .....	75
Article 30	Payment of Wages & Allowance.....	77
Article 31	Pension Plan .....	80
Article 32	Benefit Plan.....	81
Article 33	Compensable Accident .....	82
Article 34	Deferred Salary Leave .....	83

Article 35	Liability Insurance.....	86
Article 36	Effect of Legislation.....	87
Article 37	Entire Agreement .....	88
Article 38	Duration .....	89
Article 39	No Strike/No Lock-Out .....	90
Article 40	Benefit and Binding .....	91
	Letter of Understanding #1- Restoring Library Positions.....	92
	Letter of Understanding #2- Duty to Accommodate .....	93
	Letter of Understanding #3- Redundancies Pursuant to Article 9.03 ( c).....	95
	Letter of Understanding #4- Layoff Pursuant to Article 12.02(a).....	96
	Letter of Understanding #5- Layoff Pursuant to Article 12.05(a).....	98
	Letter of Understanding #6 - Re: Employment Equity .....	99
	Memorandum of Agreement #1 – Wage Harmonization .....	101
	Schedule "A"- Salaries.....	103
	Schedule "B"- Request for Functional Information .....	108
	Appendix "A" – Memorandum of Settlement between NSSCBU & Participating Education Entities & The Government of Nova Scotia .....	110
	Appendix "B" – HRCE-CUPE 5047 Sign Off (June 14, 2023) .....	115
	<i>Letter re: ECEs</i> .....	116
	<i>Letter re: Supervisors</i> .....	117

**TABLE OF CONTENTS (Alphabetic)**

Benefit and Binding .....	Article 40 .....	91
Benefit Plan .....	Article 32 .....	81
Bereavement Leave .....	Article 17 .....	60
Clothing and Equipment .....	Article 26 .....	71
Compensable Accident .....	Article 33 .....	82
Deferred Salary Leave .....	Article 34 .....	83
Discipline, Suspension and Discharge ...	Article 14 .....	45
Duration.....	Article 38 .....	89
Duty to Accommodate .....	Letter of Understanding #2.....	93
Effect of Legislation .....	Article 36 .....	87
Employee Status Definitions.....	Article 5 .....	12
Employer's Rights .....	Article 3 .....	9
Employment Equity .....	Letter of Understanding #6.....	99
Entire Agreement .....	Article 37 .....	88
Grievance Resolution .....	Article 13 .....	42
Holidays .....	Article 19 .....	62
Hours of Work .....	Article 10 .....	32
HRCE-CUPE 5047 Sign Off .....	Appendix B.....	115
Human Rights.....	Article 7 .....	16
Job Classification and Reclassification...	Article 23 .....	67
Labour Management Committee .....	Article 24 .....	69
Layoff and Recall.....	Article 12 .....	37
Layoff Pursuant to Article 12.02(a) .....	Letter of Understanding #4.....	96
Layoff Pursuant to Article 12.05(a).....	Letter of Understanding #5 .....	98
Leave for Jury Duty .....	Article 18 .....	61
Leaves of Absence .....	Article 16 .....	51
Letter re: ECE's .....		116
Letter re: Supervisors .....		117
Liability Insurance.....	Article 35 .....	86

Medically Related Procedures and Behaviour Management Support.....	Article 25 .....	70
Memorandum of Settlement .....	Appendix A.....	110
No Strike/No Lock-Out.....	Article 39 .....	90
Occupational Health and Safety .....	Article 27 .....	72
Overtime .....	Article 11 .....	34
Payment of Wages and Allowance .....	Article 30 .....	77
Pension Plan .....	Article 31 .....	80
Personnel File .....	Article 22 .....	66
Preamble.....	Article 1 .....	6
Professional Development and Incentive Grants .....	Article 29 .....	75
Proper Accommodation .....	Article 21 .....	65
Recognition.....	Article 2 .....	8
Redundancies Pursuant to Article 9.03(c)... Letter of Understanding #3 .....		95
Request for Functional Information .....	Schedule "B" .....	108
Salaries .....	Schedule "A" .....	103
Seniority .....	Article 8 .....	17
Sick Leave .....	Article 15 .....	48
Staffing .....	Article 9 .....	20
Technological and Other Changes .....	Article 28 .....	74
Union Shop .....	Article 4 .....	10
Vacation .....	Article 20 .....	63
Wage Harmonization .....	Memorandum of Understanding #1 .....	101
Work of the Bargaining Unit.....	Article 6 .....	14

**Article 1     Preamble**

- 1.01            Whereas this agreement is entered into by the Halifax Regional Centre for Education (“Employer”) and the Canadian Union of Public Employees, Local 5047 (“Union”) for the purpose of setting out the agreement reached by them in relation to rates of pay, hours of work and certain other conditions of employment.
- 1.02            In recognition of the foregoing, the Parties have agreed to specific terms hereinafter contained.

**Article 2      Recognition**

- 2.01            The Employer recognizes the Union as the sole bargaining agent for all of its Employees pursuant to the Labour Relations Board Orders #6410 and #1979 of the Nova Scotia Labour Relations Board and including all other Employees for which the Union and the Employer have mutually agreed shall be included in the bargaining unit.
- 2.02            Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on jobs which are included in the bargaining unit or are similar to the job of any bargaining unit member except that; the Parties recognize the existing practices of the use of volunteers insofar as these practices do not result in layoff, downgrading or loss of hours to members of the bargaining unit, or in the reduction in the size or jurisdiction of the unit. The Union recognizes the Employer may, as a result of community interest, increase the use of volunteers so long as such increase does not result in layoff, downgrading or loss of hours to members of the bargaining unit, or in the reduction in the size or jurisdiction of the unit.
- 2.03            No Employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representative which may conflict with the terms of the Collective Agreement.
- 2.04            The Union shall have the right at any time to have the assistance of representatives or any other advisors not on the Employer's payroll when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises after gaining prior approval of the Employer; such approval shall not be unreasonably withheld in order to deal with any matters arising out of this Collective Agreement.
- 2.05            (a)      Union officers and committee members who receive prior authorization from her/his supervisor, shall be entitled to leave her/his work during working hours in order to carry out her/his function under this agreement, including but not limited to the investigation and processing of grievances, arbitrations, and attendance at meetings called by the Employer. Such authorization shall not be unreasonably withheld.
- (b)      All time spent in performing such Union duties, including work performed on Employer/Union committees, shall be considered as time worked and paid in accordance with the normal work day. No overtime will be paid for such activities.
- (c)      The Union may appoint a collective bargaining Committee which shall consist of not more than five (5) Employees appointed by the Union. The Union may appoint additional bargaining Committee members, however, such members shall not be compensated by the Employer. The Employer shall be advised of the names of the Committee Members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regularly scheduled pay or other benefits for time spent in meetings with the

Employer in negotiations for a new Collective Agreement, but no compensation shall be paid for any time outside regular working hours.



**Article 3      Employer's Rights**

- 3.01            The Employer shall have the right to manage the operation of the Centre for Education, its services and programs. Without limiting the generality of the foregoing and notwithstanding other provisions of the Collective Agreement, the Employer shall have the right to determine:
- (a)      organizational structure;
  - (b)      complement;
  - (c)      work methods and procedures;
  - (d)      kinds and locations of equipment;
  - (e)      facilities and buildings;
  - (f)      hours of work, scheduling, assignment, training, classification, redundancy and evaluation of Employees;
  - (g)      promotion, demotion, lay-off and discharge of Employees; and
  - (h)      discipline.
- 3.02            The Employer shall not exercise its rights in a manner inconsistent with the provisions of this Collective Agreement or in an arbitrary manner.
- 3.03            The Employer shall have the right to identify the supervisor for each classification within the job description. Where the supervisor is other than that identified in the job description, the employees in that classification will be notified in writing.

**Article 4      Union Shop**

- 4.01            (a)      It shall be a condition of employment that an Employee shall become and remain a member of the Union, and the Employer shall deduct and forward to the Union all initiation fees, dues, assessments, and benefit payments levied from time to time by the Union.
- (b)      Deductions shall commence with the Employee's first pay.
- 4.02            (a)      The Employer shall make the deductions set out in Article 4.01 from each Employee, on each pay and shall transmit them to the National Secretary-Treasurer, Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, ON, K1G 0Z7.
- (b)      An electronic statement, accompanied by a list of the names, addresses, phone numbers and Employer-assigned email addresses for Employees from whom deductions have been made, shall be sent to the Union no later than the fifteenth (15<sup>th</sup>) day each month. The employer will inform the union of employees added or deleted.
- 4.03            The Employer agrees to acquaint potential Employees with the fact that a Collective Agreement is in effect by including on job postings a reference to the Union and a link to the CUPE Local 5047 and HRSB Collective Agreement.
- 4.04            (a)      The Employer shall provide orientation information for new bargaining unit Employees, and provide them with a copy of all pension and benefit information as provided by the plan Administrator(s). The Employer will also provide new Employees who make a request with a printed copy of the Collective Agreement.
- (b)      The Employer will provide the Union with the name, address and worksite(s) of all new Employees covered by the Collective Agreement within ten (10) business days and the employer assigned email within 30 days.
- 4.05            At the same time that income tax (T-4) slips are made available, the Employer shall include on all T-4 slips the total amount of Union dues deducted from each Union member in the previous year. A separate statement shall be provided by the Employer with the T-4 slips if the T-4's do not have a space for Union dues.
- 4.06            The Employer shall provide designated space on bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees. The Employer shall also provide mailboxes for each Employee. The Employer shall take reasonable steps to ensure that correspondence addressed to individual Employees and received at the site is placed in the individual's mailbox. The employer will provide each Employee with an email address to receive correspondence.

- 4.07 Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours. The Employer reserves the right to charge a fee if the timing of the meeting would incur additional costs to the Employer.
- 4.08 The Union and the Employer recognize that every new employee should be familiar with the provisions of this Agreement and his/her rights within it. The Union will be provided with up to three (3) hours per school year on a mutually agreed upon in-service day to provide new employees with an orientation to the Agreement. The employer shall provide an appropriate location for such an orientation. Such time shall be considered work time, but no mileage will be paid to employees for travel to or from the orientation.

**Article 5 Employee Status Definitions**

- 5.01 Permanent full-time Employee means an Employee who is a member of the bargaining unit and is regularly scheduled to work full-time hours in a permanent position.
- 5.02 Permanent part-time Employee means an Employee who is a member of the bargaining unit and is regularly scheduled to work less than full-time hours in a permanent position.
- 5.03 Full-time hours mean the normal regularly scheduled hours of work in accordance with Article (10) - Hours of Work.
- 5.04 (a) "Term position" means a position with a specific start and end date, the duration of which is known in advance to exceed ninety (90) calendar days in a school year.
- (b) A permanent Employee who fills a term position shall be entitled to all the rights and benefits of this Collective Agreement.
- 5.05 (a) "Term Employee" means an Employee (other than a permanent Employee) who is hired to work in a term position as defined in Article 5.04 (a). Term Employees shall be members of the bargaining unit with restricted rights and benefits of this Collective Agreement as follows:
- (i) sick leave,
  - (ii) bereavement leave,
  - (iii) leave for jury duty,
  - (iv) holidays,
  - (v) benefit plan, and
  - (vi) payment of wages and allowances
  - (vii) assessment days entitled to one assessment day off with pay provided the day falls within the employee's term
  - (viii) an in-service day, pursuant to 29.04-paid day at in-service provided the day falls within the employee's term
  - (ix) discipline, suspension and discharge
- in accordance with the relevant Articles in this Collective Agreement.

- (b) A Term Employee who becomes a permanent Employee shall be credited with seniority back to the latest date of hire as a term Employee from which unbroken service commenced and will not be placed on the seniority list until hired as a Permanent Employee.

5.06

“Substitute Employee” means an Employee who is employed to temporarily fill an assignment occupied by a permanent Employee or a term Employee, or to fill an assignment until such time as the assignment is permanently filled or filled as a term position.

Substitute employees shall become members of the bargaining unit on September 1, 2023 with restricted rights and privileges as defined herein:

- (a) They shall be subject to call for work at the discretion of the Employer and may be disciplined, terminated, or dismissed if they have not performed to reasonable standards.
- (b) They shall have all rights pursuant to Nova Scotia Labour Standards Code.
- (c) They shall only be entitled to have a Union representative present during a meeting that may result in discipline.
- (d) The rate of pay shall be reflective of Step 1 or their respective classification as per the salary scales in Schedule A of the Collective Agreement (effective September 1, 2023).

**Article 6 Work of the Bargaining Unit**

6.01 The Employer recognizes the importance of job security to members of the bargaining unit and their instructional role in the educational system.

6.02 The Employer will not contract out work normally performed by members of the bargaining unit, except in the following circumstances:

- (a) in those instances where in order for a student to attend school they must be accompanied by a licensed medical professional;
- (b) in those instances where the student must be accompanied by an individual appointed by the court or on the express recommendation of medical personnel;

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

6.03 The Employer will make reasonable efforts to ensure that any bargaining unit members affected by the contracting out obtain jobs with the contractor to whom the work is contracted.

6.04 Employees affected pursuant to Article 6.02 shall be treated in accordance with Article 12, Layoff and Recall.

6.05 In the event of amalgamation, annexation, dissolution or other change in the Halifax Regional Centre for Education jurisdiction, this Collective Agreement covering the bargaining unit shall continue in full force and effect, and the Centre for Education or other authority employing Employees of this bargaining unit shall be deemed to be the Employer under the existing Collective Agreement for the duration of the agreement or until a new Collective Agreement is reached between the new Centre for Education or other authority.

6.06 (a) The Employer will maintain a minimum of two hundred eighty-one (281) permanent full-time one hundred percent (100%) Educational Program Assistant positions for the life of this Collective Agreement. Full-time one hundred percent (100%) Educational Program Assistant vacancies that are posted as term positions pursuant to article 9.02 (c) will be in addition to the minimum two hundred eighty-one (281) EPA positions identified in this article.

(b) The Employer will maintain a minimum of thirty-seven (37) permanent full-time one hundred percent (100%) Library Support Specialist positions for the life of this Collective Agreement.

- (c) The Employer will maintain a minimum of four (4) permanent full-time one hundred percent (100%) Student Support Worker/African Nova Scotian Student Support Worker positions for the life of this Collective Agreement.

**Article 7 Human Rights**

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



**Article 8 Seniority**

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

**Probationary Employees**

8.02 (a) All newly hired Employees shall be on probation for a period of one hundred and twenty (120) working days from the date of hire. The probationary period may be extended by mutual agreement between the Employer and the Union. Upon successful completion of the probationary period, the Employee's name shall be placed on the Employer's seniority list effective the first day of the probationary period.

(b) All reasonable efforts shall be made to inform probationary Employees of work performance concerns and, when possible, the Employee shall be given the opportunity to improve.

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

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

**Seniority List**

8.05 The Employer shall, by February 15<sup>th</sup> of each year, post the updated seniority list on the Employer's secure intranet and email Employees directly via their HRSB email address to notify them that the seniority list has been posted including a link to the Employer's secure intranet and directions on how to access the list, and supply a copy of the updated Seniority list to each site and supply a copy of the updated list to the Union office. The updated list shall show the name of the Employee, the date of hire, seniority date and the Employee's classification. The Union's copy of the list will include site and percentage for each Employee.

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

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

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

#### Loss of Seniority

8.09 (a) An Employee will lose all seniority rights and privileges in the event the Employee:

- (i) is discharged for just cause and not subsequently reinstated;
- (ii) she/he resigns in writing and does not withdraw such resignation within three (3) working days;
- (iii) is not recalled to work within twenty-four (24) consecutive months after a layoff;
- (iv) is absent without leave for three (3) days without permission or notice giving an acceptable reason for the absence except in exceptional circumstances.

(b) An Employee will lose all seniority rights and privileges after six (6) months in a non-bargaining unit position with the Halifax Regional Centre for Education.

#### Seniority While on Leave

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

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

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

- 8.12           Should an Employee who has accepted a non-bargaining unit position with the Halifax Regional Centre for Education prove unsatisfactory or choose not to remain in the position during the six (6) month period in 8.09(b), she/he shall be returned to her/his former position or equivalent position and location without loss of seniority and at the wage rate of the former position. Any other Employee promoted or transferred because of this rearrangement of positions shall be returned to her/his former position or equivalent position without loss of seniority and at the wage rate of her/his former position.

**Article 9 Staffing**Job Postings

- 9.01 (a) In filling positions within the bargaining unit, the Employer recognizes that job opportunities should increase in proportion to the length of service. Appointments among applicants from the same classification will be made on the basis of seniority, provided the Employee meets the qualifications as required for the position and competencies as set out in the job description. Appointments among applicants from other classifications will be made on the basis of qualifications as required for the position and competencies as set out in the job description.
- (b) Qualifications shall not be established in an arbitrary or discriminatory manner. Any training requirements shall be determined by the Employer.
- (c) An Employee shall apply for postings indicating her/his order of preference by completing an online application clearly setting forth qualifications and competencies for each assignment. Only the information provided at the time of application will be considered.
- (d) Job postings will remain on the Halifax Regional Centre for Education Human Resources website for three (3) business days, plus a weekend, in each of the posting periods. This would be a total of five (5) days for the posting period in each round.
- However, job postings in the Final Round of Postings only will remain on the Halifax Regional Centre for Education Human Resources website for three (3) calendar days.
- (e) The Employer shall have five (5) business days to post successful internal applicants and until August 31 to post successful external applicants, on the HRCE website.
- (f) External applicants will not be eligible for any permanent positions until all internal applicants have been given the opportunity to apply for and/or be trained for any permanent vacancy, providing the training can be completed within the first week of school or the first week of employment if hired after the beginning of the school year.
- 9.02 (a) The job posting will contain classification title, duties, required knowledge and education, skills, hours of work, salary range, location(s), duration if term, medically related procedures (as per Article 25.01), the nature of personal care required, behaviour management support and *bona fide* occupational requirements. An Employee may be required to take job-specific training, as identified in the job posting, provided by the Employer, after they have been appointed to a position. Employees may be required to take other training provided by the Employer as circumstances change.

- (b) A position (that is non-gender specific) posted in the First Round as permanent and unfilled will remain permanent in the Final Round posting. Any EPA position not posted in the permanent rounds will be posted as a term.
- (c) All gender specific positions will be posted as terms during the two rounds of postings and thereafter.
- (d) The Union may, at any Labour management Committee meeting, request the Employer to provide an explanation as to why it has placed a required designation upon an EPA position.
- (e) The Employer agrees to engage in a meaningful discussion with the Union respecting the confidentiality of the student in response to any questions posed pursuant to this article.

#### End of School Year Staffing Allocations

- 9.03
- (a) The Employer will determine budgeted allocations for all sites annually. Staffing changes may also be required during the annual staffing allocation where there is a substantial change to the needs at a site and the current Employees do not have the required qualifications and competencies; current Employees will be considered qualified, provided the training can be completed within a reasonable number of days. Current Employees who are unwilling or unable to be trained will be declared redundant. In the event a substantial change occurs, the Union may request and the Employer shall provide reasons for the substantial change.
  - (b) An Employee is considered redundant when, during the annual staffing process, an Employee's position is reduced. Redundancies may result from allocations at a site being increased to one hundred percent (100%) from a lower percentage.
  - (c) For the purpose of determining the Employee(s) to be declared redundant at a site, the least senior Employee(s) at the site shall be declared redundant provided the senior Employee(s) can meet the qualifications and competencies for the positions which remain at the site.
  - (d) At locations where there is a single Employee in any classification other than Educational Program Assistant-article 12.04 will apply.
  - (e) If the redundant or reduced position is occupied on a term basis, the term position will automatically terminate and the Employee filling the term position shall return to her/his previous status.
  - (f) The Employer will provide redundant employees with written notice seven days prior to the first round of jobs being posted.
- 9.04
- A site shall be defined as all locations for which one principal or supervisor is responsible.

- 9.05 Seven days prior to the first round of jobs being posted, the Employer shall provide the Union with the following information:
- (a) a notification of employees who have been declared redundant or reduced; the percentage of reduction; and those Employees on layoff; in the event of a reduction in the overall workforce, the least senior Employees identified at a site for redundancy in order to accomplish the overall layoff.
  - (b) available assignments which have been identified and allocated for the following school year (including existing term positions which have been identified as permanent positions for the following school year and full school year term positions) together with the qualifications and competencies required for those assignments; in the event of a reduction in the overall workforce, the assignments vacated at a site as a result of layoffs.

First Round of Postings: Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker, Assistive Technology Support Worker Positions

- 9.06 The First Round of Postings will occur no later than the second full week of June and will be open to all permanent Employees. Positions will be posted in accordance with Article 9.01 and awarded in accordance with seniority and qualifications. Employees shall be given an opportunity to apply for all assignment(s), including those available as a result of an Employee vacating a position (as a result of resignation, retirement, leave of absence in excess of ninety (90) calendar days and termination or death) or newly created positions. All vacant permanent positions will be posted in the First Round of Postings.

- 9.07 An Employee who applies for assignments pursuant to Article 9.06 and is awarded an assignment pursuant to 9.01(a) must accept that assignment.

- 9.08 The Employer shall provide the Union with a list of all successful applicants from the First Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.

Final Round of Postings: Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker, Assistive Technology Support Worker Positions

- 9.09 (a) The Final Round of Postings will occur within fourteen (14) days of the first round being posted and will be open to all permanent, term and external applicants. Positions will be posted in accordance with Article 9.01 and awarded in accordance with seniority and qualifications. Assignments which were not filled in the First Round of Postings or become available as a result of an Employee applying for and obtaining an assignment in the First Round of Postings, and any new positions created since that time as a result of reinstatement or increase in funding, new student enrollments, leaves of

absence in excess of ninety (90) calendar days, resignations, retirement, termination or death shall be posted in the Final Round of Postings. For the purpose of this Article, a term applicant is an Employee who held a term position during the current school year; such term applicant will be given preference for positions before external applicants for positions that are posted prior to July 31.

- (b) An Employee who applies for assignments pursuant to Article 9.09 and is awarded an assignment pursuant to 9.01(a) must accept it.
- (c) Positions that are not filled by internal permanent applicants in the Final Round of Postings may be filled by term and external applicants. All term applicants will be considered prior to considering any external applicants. A position filled by an external applicant that was posted as permanent shall be filled on a permanent basis.
- (d) In the event that, following consideration of qualifications as required for the position and competencies as set out in the job description, two term applicants are relatively equal, the term applicant with the longest period of consecutive term service with the Employer shall be awarded the position.

- 9.10 The Employer shall provide the Union with a list of all successful applicants from the Final Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.
- 9.11 A Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker or Assistive Technology Support Worker who applies for assignments pursuant to Article 9.09 and is awarded an assignment pursuant to 9.01(a) must accept it and may only apply for subsequent postings pursuant to Article 9.16 and 9.17.
- 9.12 An Employee who remains reduced at the end of the Final Round of Postings shall be issued a layoff notice pursuant to Article 12.
- 9.13 If a term applicant receives a permanent position in the Final Round of Postings, they are not able to move into a different permanent position in subsequent rounds (because they are not considered a permanent employee until August 1).
- 9.14 If a term applicant is awarded a position for which they applied in the Final Round of Postings before a position to which they applied in the First Round of Postings has been filled, the applicant shall have until September 30 to inquire about their application.

Positions Posted After the Final Rounds of Postings: Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker, Assistive Technology Support Worker Positions

- 9.15 When permanent Library Support Specialist, Student Support Worker, Community Outreach Worker, Child and Youth Care Practitioner or Assistive Technology Support Worker assignments are identified and allocated after the completion of the Final Round of Postings, the assignments shall be posted as permanent positions.
- 9.16 Permanent Library Support Specialists, permanent Student Support Workers, permanent Community Outreach Workers and permanent Child and Youth Care Practitioners and Assistive Technology Support Workers may move to new permanent assignments through the posting process throughout the school year.
- 9.17
- (a) A term Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker, Assistive Technology Support Worker may only apply for term positions that commence following the end date of their current term position.
  - (b) Notwithstanding (a) above, in exceptional circumstances, a term Library Support Specialist, Child and Youth Care Practitioner, Schools Plus Community Outreach Worker, Student Support Worker, Assistive Technology Support Worker may accept a permanent position before the end date of their current term with agreement by the Union and Employer.
  - (c) A permanent Library Support Specialist, a permanent Student Support Worker, a permanent Community Outreach Worker, Child and Youth Care Practitioner or Assistive Technology Support Worker may apply for a term position.
  - (d) External candidates will not be eligible for any term positions until all permanent employees have been given the opportunity to apply for and/or be trained for any term vacancy, providing the training can be completed within a reasonable number of days after commencement.
- 9.18
- (a) A permanent Employee who is awarded an assignment in accordance with Article 9.01 (a) must accept that assignment.
  - (b) Should a position not be filled by an internal applicant it may be filled by an external applicant.
- 9.19 Should a position not be filled by an internal applicant it may be filled by a term or external applicant.
- 9.20 At the end of any term, a permanent Employee shall return to her/his original assignment provided the allocation exists.



- 9.21 External candidates will not be eligible for any term positions until all permanent employees have been given the opportunity to apply for and/or be trained for any term vacancy, providing the training can be completed within a reasonable number of days after commencement.
- 9.22 Should a position not be filled by an internal applicant it may be filled by a term or external applicant.
- 9.23 At the end of any term, a permanent Employee shall return to her/his original assignment provided the allocation exists.

First Round of Postings: Early Childhood Educator Positions

- 9.24 (a) The First Round of Postings will occur no later than the second full week of June and will be open to all permanent and term Employees. Positions will be posted in accordance with Article 9.01. Employees shall be given an opportunity to apply for all assignment(s), including those available as a result of an Employee vacating a position (as a result of resignation, retirement, leave of absence in excess of ninety (90) calendar days and termination or death) or newly created positions. All vacant permanent positions will be posted in the First Round of Postings.
- (b) Permanent Employees will be awarded positions in accordance with seniority and qualifications.
- (c) Term applicants will be placed after Permanent Employees, in order of hire date, so long as they held a Term position during the current school year. For clarity, Term applicants will only be placed if there is no discipline or documented performance concerns on their personnel file during the current term. Where two term applicants have the same hire date, the applicant with the earliest 400# will be awarded the position.
- 9.25 An Employee who applies for assignments pursuant to Article 9.24 and is awarded an assignment must accept that assignment.
- 9.26 The Employer shall provide the Union with a list of all successful applicants from the First Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.

Final Round of Postings: Early Childhood Educator Positions

- 9.27 (a) The Final Round of Postings will occur within fourteen (14) days of the first round being posted and will be open to all permanent, term and external applicants. Positions will be posted in accordance with Article 9.01. Assignments which were not filled in the First Round of Postings or become

available as a result of an Employee applying for and obtaining an assignment in the First Round of Postings, and any new positions created since that time as a result of reinstatement or increase in funding, new student enrollments, leaves of absence in excess of ninety (90) calendar days, resignations, retirement, termination or death shall be posted in the Final Round of Postings.

- (b) Permanent Employees will be awarded positions in accordance with seniority and qualifications.
- (c) Term applicants will be placed after Permanent Employees, in order of hire date, so long as they held a Term position during the current school year. For clarity, Term applicants will only be placed if there is no discipline or documented performance concerns on their personnel file during the current term. Where two term applicants have the same hire date, the applicant with the earliest 400# will be awarded the position. ~~For clarity,~~ Term applicants will only be placed in the Final Round of Postings and any postings that close in August.

9.28 An Employee who applies for assignments pursuant to Article 9.27 and is awarded an assignment must accept it.

9.29 Positions that are not filled by permanent or term applicants in the Final Round of Postings may be filled by external applicants. All term applicants will be considered prior to considering any external applicants. A position filled by an external applicant that was posted as permanent shall be filled on a permanent basis.

9.30 The Employer shall provide the Union with a list of all successful applicants from the Final Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.

9.31 An Employee who remains reduced at the end of the Final Round of Postings shall be issued a layoff notice pursuant to Article 12.

9.32 If a term Early Childhood Educator secures a term Early Childhood Educator position in the same classification in the First Round of Postings, they are eligible to be awarded a permanent Early Childhood Educator position in the same classification in the Final Round of Postings.

9.33 If a term applicant receives a permanent Early Childhood Educator position in the same classification in the Final Round of Postings, they are not able to move into a different permanent Early Childhood Educator position in the same classification in any subsequent rounds.

- 9.34 If a permanent applicant receives a permanent Early Childhood Educator position in the same classification in the Final Round of Postings, they are not able to move into a different Early Childhood Educator position in the same classification more than once during the school year. A permanent Early Childhood Educator may only move into a term Early Childhood Educator position in the same classification once during the school year if the term position extends to the end of the school year. For greater clarity, if a permanent applicant does not receive a permanent Early Childhood Educator position in the same classification in the First and Final Round of Postings, they are able to move into a different permanent Early Childhood Educator position in the same classification once during the school year.

Early Childhood Educator Positions posted during the school year (September – May):

- 9.35 Permanent and term Early Childhood Educator positions may be posted throughout the school year.
- 9.36 A term Early Childhood Educator may only apply for term positions that commence following the end date of their current term position.
- 9.37 A permanent or term Early Childhood Educator cannot move to another Early Childhood Educator position in the same classification (whether term or permanent) throughout the school year, other than as follows:
- (a) A permanent Early Childhood Educator may only move to a different Early Childhood Educator position in the same classification in accordance with 9.34 above.
  - (b) A term Early Childhood Educator may only move to a term Early Childhood Educator position in the same classification that begins after their current term position ends.
- 9.38 (a) A permanent Employee who is awarded an assignment in accordance with Article 9.01 (a) must accept that assignment.
- (b) Should a position not be filled by an internal applicant it may be filled by an external applicant.

First Round of Postings: Educational Program Assistant Positions

- 9.39 (a) The First Round of Postings will occur no later than the second full week of June and will be open to all permanent and term Employees. Positions will be posted in accordance with Article 9.01. Employees shall be given an opportunity to apply for all assignment(s), including those available as a result of an Employee vacating a position (as a result of resignation, retirement, leave of absence in excess of ninety (90) calendar days and termination or death) or newly created positions. All vacant permanent positions will be posted in the First Round of Postings.

- (b) Permanent Employees will be awarded positions in accordance with seniority and qualifications.
- (c) Term applicants will be placed after Permanent Employees, in order of hire date, so long as they held a Term position during the current school year. For clarity, Term applicants will only be placed if there is no discipline or documented performance concerns on their personnel file during the current term. Where two term applicants have the same hire date, the applicant with the earliest 400# will be awarded the position.

9.40 An Employee who applies for assignments pursuant to Article 9.39 and is awarded an assignment must accept that assignment.

9.41 The Employer shall provide the Union with a list of all successful applicants from the First Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.

Final Round of Postings: Educational Program Assistant Positions

9.42 (a) The Final Round of Postings will occur within fourteen (14) days of the first round being posted and will be open to all permanent, term and external applicants. Positions will be posted in accordance with Article 9.01. Assignments which were not filled in the First Round of Postings or become available as a result of an Employee applying for and obtaining an assignment in the First Round of Postings, and any new positions created since that time as a result of reinstatement or increase in funding, new student enrollments, leaves of absence in excess of ninety (90) calendar days, resignations, retirement, termination or death shall be posted in the Final Round of Postings.

(b) Permanent Employees will be awarded positions in accordance with seniority and qualifications.

(c) Term applicants will be placed after Permanent Employees, in order of hire date, so long as they held a Term position during the current school year. For clarity, Term applicants will only be placed if there is no discipline or documented performance concerns on their personnel file during the current term. Where two term applicants have the same hire date, the applicant with the earliest 400# will be awarded the position. Term applicants will only be placed in the Final Round of Postings and in the posting round that closes immediately after August 25.

9.43 An Employee who applies for assignments pursuant to Article 9.42 and is awarded an assignment must accept it.

- 9.44 Positions that are not filled by permanent or term applicants in the Final Round of Postings may be filled by external applicants. All term applicants will be considered prior to considering any external applicants. A position filled by an external applicant that was posted as permanent shall be filled on a permanent basis.
- 9.45 The Employer shall provide the Union with a list of all successful applicants from the Final Round of Postings, as well as the reasons why more senior applicants were not the successful candidates. This information will be provided to the Union prior to the Employer notifying the successful applicants.
- 9.46 An Employee who remains reduced at the end of the Final Round of Postings shall be issued a layoff notice pursuant to Article 12.
- 9.47 If a term Educational Program Assistant secures a term Educational Program Assistant position in the First Round of Postings, they are eligible to be awarded a permanent Educational Program Assistant position in the Final Round of Postings.
- 9.48 If a term applicant is awarded a permanent Educational Program Assistant position in the Final Round of Postings, they are only able to move into a different permanent Educational Program Assistant position in accordance with 9.50 below.

Educational Program Assistant Positions Posted After the Final Rounds of Postings

- 9.49 An Educational Program Assistant who applies for assignments pursuant to Article 9.42 and is awarded an assignment pursuant to 9.01(a) must accept it and may only apply for subsequent postings pursuant to Article 9.50.
- 9.50
- (a) A term Educational Program Assistant may only apply for term positions that commence following the end date of their current term position.
  - (b) A permanent Educational Program Assistant may only apply for a term posting that closes on or before August 25 if the term position is for a full school year.
  - (c) A permanent Educational Program Assistant may only apply for a term position that closes on or after August 25 and during the remainder of that school year as follows:
    - (i) If the permanent Educational Program Assistant has recall rights, they will be considered for term positions as follows:
      - a. A posted term position at their current site up to the percentage from which they were reduced regardless of the length of the term position. A permanent employee in a term position can leave their term position to accept an increase in percentage at the same site before the end of their current term position.

- b. A posted term position at a different site up to the percentage from which they were reduced and the term position must extend to the end of the school year.
  - c. Positions are awarded based on seniority among employees on recall who have applied for the position provided they meet the qualifications and competencies for the position.
- (ii) If the permanent Educational Program Assistant does not have recall rights, they will be considered for term positions as follows:
- a. A posted term position at a different site as long as it is an increase in percentage and extends to the end of the current school year.
  - b. A posted term position at their current site regardless of the length of the term position. A permanent employee in a term position can leave their term position to accept an increase in percentage at the same site before the end of their current term position.
  - c. Positions are awarded based on seniority to those who have applied for the position provided they meet the qualifications and competencies for the position.
- (iii) Employees in (i) above will be awarded positions prior to employees in (ii) above)
- (d) External candidates will not be eligible for any term positions until all permanent employees have been given the opportunity to apply for and/or be trained for any term vacancy, providing the training can be completed within a reasonable number of days after commencement.

9.51 Should a position not be filled by an internal applicant it may be filled by a term or external applicant.

9.52 At the end of any term, a permanent Employee shall return to her/his original assignment provided the allocation exists.

#### Trial Period

- 9.53
- (a) An Employee appointed or assigned by the Employer shall be given a trial period of two (2) months.
  - (b) If the Employee proves unsatisfactory during the trial period, the Employee shall be returned to her/his former position or equivalent position, salary rate and without loss of seniority. Any other Employee reassigned because of the rearrangement of positions shall also be returned to her/his former position or equivalent position, salary rate and without loss of seniority.

Assignment Within Classification

- 9.54
- (a) The Employer may, in consultation with the Union and an Employee, reassign the Employee from one assignment to another within the Employee's classification.
  - (b) An Employee may request a reassignment, in writing with reasons for the request, from one assignment to another within her/his classification for either personal or medical reasons.
  - (c) In making the reassignment under Article 9.54(a) and Article 9.54(b), the Employer will consider an Employee's preference as to school and geographical location.
  - (d) Reassignments of a disciplinary nature cannot be made pursuant to this Article.

Assignment Outside Classification

- 9.55
- If the Employer temporarily reassigns an Employee to an assignment outside her/his classification, for which the salary is lower, the Employee shall retain her/his original salary while in the temporary assignment.

Notification of Employee Status Changes to Union

- 9.56
- The Union shall be notified in writing of all promotions, hirings, layoffs, recalls, deaths, retirements, resignations, and reassignments.
- 9.57
- (a) The Employer agrees not to split any full-time position at a site without consultation with the Union.
  - (b) The Employer agrees to combine permanent part-time positions prior to posting wherever possible, after consultation with the Union.
  - (c) During the school year the Employer may add smaller percentage positions or smaller additional allocations at a single site into existing larger positions at the same site, without posting either the percentage positions or the resulting larger position, even if the resulting position is a full-time position for the remainder of the school year. Smaller percentage positions or smaller additional allocations may be any percentage or allocation, provided they are smaller than the position with which they are combined and are no greater than thirty percent (30%).
  - (d) Any allocations added pursuant to Article 9.57(c) will be assigned on a term basis for the remainder of the school year. Should the allocation remain for the ensuing school year, the resulting larger allocation shall be posted as a single position in the First Round of Postings in that year. In assigning

allocations, Article 9.01(a) shall apply. The Employee occupying the position will be declared redundant pursuant to Article 9.03.

- (e) The Employer shall advise the Union in writing when there is any additional allotment added to any school as per 9.57(c) throughout the school year and the reason for the additional allotment.

9.58 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges, amalgamates, or regionalizes, the Employer will use its best efforts within the scope of its lawful authority to negotiate provisions such that:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) No employee shall suffer a loss of employment as a result of a merger.



**Article 10 Hours of Work**

- 10.01 The hours of work for permanent full time Employees are as follows:
- (a) Library Support Specialists: six and one-half (6 1/2) hours daily from Monday through Friday.
  - (b) Educational Program Assistants, Student Support Workers, Community Outreach Workers, Early Childhood Educators (Lead), Child and Youth Care Practitioners and Assistive Technology Support Workers: seven (7) hours daily from Monday through Friday.
  - (c) Early Childhood Educators (Support): six (6) hours daily from Monday through Friday.

- 10.02
- (a) Employees who work between four (4) and seven (7) hours per day will be entitled to a mandatory continuous minimum thirty (30) minute unpaid lunch break plus two (2) continuous fifteen (15) minute paid rest periods at times designated by the Employer during her/his scheduled hours of work. Where operationally possible, paid rest periods will generally not be scheduled at the start of the Employee's scheduled hours of work. Where operationally possible, the Employee may arrange with the Employer to use one of the fifteen (15) minute rest periods in order to extend her/his lunch break to forty-five (45) minutes.
  - (b) Employees who work less than four (4) hours per day will be entitled to a continuous fifteen (15) minute paid rest period at a time designated by the Employer during her/his scheduled hours of work.

- 10.03 Employees will be available for work on one hundred and ninety-five (195) school days, which include in-service days throughout the school year. Notwithstanding this Article, Employees employed in the classification of Central Library Support Specialists, Child and Youth Care Practitioner and Community Outreach Worker shall work on a twelve (12) month basis. Notwithstanding this Article, Employees employed in the classifications of Early Childhood Educator (Lead and Support) shall be available for work one day in addition to the one hundred and ninety-five (195) school days, with such additional day to be worked preceding the first school day as determined by the supervisor and paid at the Employee's regular rate of pay.

Community Outreach Workers who opt to remain 10-month employees as of July 7, 2022 will continue to work one hundred and ninety-five (195) school days as noted in this article.

**Closures Due to Order of Official Body**

- 10.04
- (a) Employees shall not suffer a loss of salary and benefits if their workplace is temporarily closed to their classification because of an order by an Official Body for reasons of health, security and/or safety;

- (b) In such circumstances, the Employer may:
  - (i) assign an employee to work within their classification at an alternate work location having regard to the proximity of the employee's original work location,
  - (ii) assign an employee to work within their classification from home, or assign other duties within the employee's skillset and qualifications which may include training and professional development.

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

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

10.05 Training (scheduled by the Employer) shall be deemed work and shall be paid at the applicable rate.

**Article 11 Overtime**

- 11.01 Overtime shall be on a voluntary basis.
- 11.02 All overtime must be approved in advance by the appropriate supervisor.
- 11.03
- (a) All time worked in excess of thirty-five (35) hours per week for one hundred percent (100%) Educational Program Assistants, Student Support Workers, Community Outreach Workers, ~~or~~ Early Childhood Educators (Lead), Child and Youth Care Practitioners or Assistive Technology Support Workers, or thirty-two and one half (32.5) hours per week for one hundred percent (100%) Library Support Specialists or thirty (30) hours per week for Early Childhood Educators (Support), shall be considered as overtime and shall be compensated at the rate of one and one-half (1.5) times the Employee's regular rate of pay or taken as time in lieu of pay. For all overtime hours worked on Saturday, the Employee will be compensated at a rate of one and one-half (1.5) times the regular rate of pay. For all overtime hours worked on Sunday, the Employee will be compensated at a rate of two (2) times the regular rate of pay.
  - (b) All time worked in excess of regularly scheduled hours for an Employee whose position is less than one hundred percent (100%) shall be compensated at the Employer's Casual rate of pay or taken as time in lieu of pay until regular overtime rates in (a) above are triggered.
  - (c) Notwithstanding any other provision in the collective agreement, when there is twenty-four (24) hours' notice of a vacancy, permanent part-time employees at the site will be given priority for the work, based on seniority. Part-time term employees at the site will be given priority for such work after permanent part-time employees but prior to substitute employees.
- 11.04 Notwithstanding Articles 11.01 and 11.03, Early Childhood Educators (Lead and Support) are required to attend parent-teacher meetings, not to exceed twice per school year. All mandatory overtime to attend such meetings shall be paid at one and one half (1.5) times the Employee's regular rate of pay.
- 11.05
- (a) Should an Employee be requested by the Employer to work during the Employee's regularly scheduled vacation, the Employee shall be compensated at two (2) times the Employee's regular rate of pay for the hours worked during the vacation period.
  - (b) Subject to Article 10.03, should an Employee, other than a twelve (12) month Employee, be requested by the Employer to work in excess of one hundred ninety-five (195) days, the Employee shall be compensated at two (2) times the Employee's regular rate of pay for each hour worked.

- 11.06        Should an Employee be requested by the Employer to work during a statutory holiday, the Employee shall be compensated at two (2) times the Employees regular rate of pay for the hours worked during the holiday.
- 11.07        By mutual agreement, an Employee may take equal time off in lieu of pay at the Employee's applicable rate within the school year in which the overtime was earned including but not limited to student early dismissal or assessment days. If there is no mutual agreement, overtime will be paid out in the last pay in July.
- 11.08        Notwithstanding Paragraph 11.03, in the event the Employer, pursuant to a motion of the elected Board or order of the Department of Education, elects to have the final day of a school year on a Saturday, Employees shall work on that day at the Employee's regular straight time rate of pay.

**Article 12 Layoff and Recall**

12.01 When it is necessary to invoke staff reductions, it will be accomplished whenever possible by resignations and retirements.

If there is a reduction in the overall numbers in a classification, the Employer will first notify the Union.

12.02 A layoff occurs when:

- (a) as a result of the annual staffing process, an Employee has been declared redundant and remains reduced (i.e. is unwilling or unable to be assigned to an equivalent position) upon completion of the Final Round of postings. Redundancies shall be determined in accordance with Article 9.03.
- (b) during the school year, an Employee's assignment is eliminated or reduced by any amount. However, there is no layoff if an Employee moves location pursuant to 12.08 or 12.09 (a).

12.03 A laid off Employee who accepts or is assigned a position outside her/his original classification shall continue to be laid off unless the position he/she receives is greater than or equivalent to the percentage he/she was laid off.

**Layoffs Resulting from Annual Staffing Process**

- 12.04
- (a) For classifications other than Educational Program Assistant, where there is a single employee at a site, and if the employee is reduced, the employee has the following options:
    - (i) displace an employee with the least seniority within the same classification with an equal percentage; or
    - (ii) accept layoff.
  - (b) Employees will have a maximum of one (1) working day to exercise their rights after receiving a lay-off notice. An employee displaced pursuant to this article is laid off.
  - (c) Notwithstanding any other provision in this Agreement, Employees who have lost a percentage of their position may remain in that position at a reduced percentage.
  - (d) An Employee laid off in accordance with 12.02(a) shall be paid until September 20 at the percentage held prior to the layoff.

**Layoffs During the School Year**

- 12.05 (a) For the purpose of determining the Employee(s) to be redundant or reduced at a site, the least senior Employee(s) at the site shall be declared redundant or reduced provided the senior Employee(s) can meet the qualifications and competencies for the positions which remain at the site, maintaining fifty (50%), eighty percent (80%), and one hundred percent (100%) positions for Educational Program Assistants.
- If a permanent Employee has their position declared redundant during the school year, the Employer will place that permanent Employee in a position equivalent to that from which they were declared redundant, unless the permanent Employee chooses to accept the layoff.
- (b) If the redundant or reduced position is occupied on a term basis and is completely reduced, the term position will automatically terminate and the permanent Employee filling the term position shall return to her/his permanent position. However, should the term position not be completely reduced the permanent Employee can choose to accept the reduced term position or return to her/his permanent position. A term Employee must accept the reduced position.
- (c) Term Employees will be terminated prior to any permanent Employee at the site being laid off, provided the permanent Employee can be trained within a reasonable number of days after commencement.
- 12.06 (a) Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available.
- (b) An Employee may accept the reduction of a permanent position during the school year, continue working in the reduced position, and be on layoff for the amount of the reduction; or the Employee may opt to take a full layoff from the position.
- 12.07 When existing sites are combined, the bargaining unit positions at the sites will be combined and the most junior Employee from the combined list in the affected classification will be laid off to bring about any necessary reduction in staff in accordance with 12.04(a), regardless of the percentage being reduced.
- 12.08 When the position of a Permanent Employee is eliminated because a student ceases to attend a school within the Halifax Regional Centre for Education system for the remainder of the school year, that position will be relocated in full to another location for the remainder of that school year, unless the Employee refuses the relocation. The procedures contained in Article 12.09 (a) will apply to this situation.

- 12.09 (a) Where a position is relocated as a result of a student transfer or where there is a grade level realignment, the following procedures will apply:
- (i) An Employee at the originating site may volunteer to take the position at the new location provided she/he does not increase her/his percentage and, provided she/he has the necessary qualifications and competencies for the new position. If there is more than one volunteer, the most senior Employee shall be transferred.
  - (ii) If there are no volunteers, the most junior Employee at the originating site will be offered the position at the new location, provided she/he does not increase her/his percentage and provided she/he has the necessary qualifications and competencies for the new position, and the needs at the originating site can continue to be met by the remaining complement of Employees.
  - (iii) If the needs of the originating site cannot be met by the remaining Employees due to a bona-fide requirement being performed by the least senior Employee at the site, the next least senior Employee at the originating site will be offered the position at the new location.
  - (iv) Should the Employee identified for relocation refuse the position at the new location, that Employee shall be served with a layoff or redundancy notice in accordance with Article 12 or 9, respectively.
- (b) Where an employee will be relocated for the upcoming school year due to a complete school closure:
- (i) At a site where employees are required to relocate, the employee will be given the opportunity to be assigned to another site to which the allocation(s) is being relocated, in order of seniority provided they are qualified and competent;
  - (ii) If an employee chooses not to relocate to another site to which the allocation(s) is being relocated, they will be issued a redundancy or layoff notice pursuant to Article 9.03 or 12, respectively;
  - (iii) Following relocation pursuant to this Article, the relocated employee will be included in the staff complement for that site for the purpose of allocation changes and any resulting redundancies will be completed pursuant to Article 9.03;
  - (iv) An employee will only be able to relocate to a position of equal or lesser percentage;
  - (v) For the purpose of this article, a complete school closure means a school ceases to be open and no students attend the facility;
  - (vi) When a school closure and grade realignment occur simultaneously, the process for a complete school closure pursuant to this article shall occur prior to the process for grade realignment pursuant to Article 12.09 (a).

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

Recall Rights

12.11 (a) All laid off Employees shall have the right of recall in order of bargaining unit seniority to positions provided they have the qualifications and competencies required for the position by submitting on-line application to positions listed on the Human Resources website.

(b) No new Employees or external candidates shall be hired to fill existing, permanent or new assignments until all Employees on layoff have first been given the opportunity to apply for these assignments, in accordance with Article 9.

(c) All assignments which become available during the school year shall be posted on the Human Resources web-site pursuant to Article 9.

(d) An Employee who is laid off may apply for positions pursuant to Article 9.01(c).

(e) Recall rights shall remain in effect for a period of twenty-four (24) months following the layoff unless the recall period has been extended pursuant to Article 12.13.

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

12.13 The acceptance of a term position by a laid off Employee shall extend the twenty-four (24) month layoff period as referred to in Article 8.08 (a) (iii), Seniority, by the length of the assignment. A permanent Employee who accepts a term assignment shall retain her/his status as a permanent Employee.

12.14 Grievances concerning layoffs and recalls shall be initiated at Step Three of the grievance procedure, Article 13.

12.15 Employees are responsible for keeping the Employer informed of their current address, telephone number, e-mail address, and facsimile (fax) number if applicable.



- 12.16 If an Employee who has seniority rights is re-employed to a permanent assignment or term position during the recall period, all her/his rights and benefits as an Employee accumulated up to the date of her/his layoff will be reinstated.

**Article 13 Grievance Resolution**

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

13.02 (a) Suspension, dismissal, and lay off and recall grievances shall be filed at Step Three of the grievance procedure.

(b) An aggrieved Employee who initiates a grievance pursuant to Article 13.02(a) shall submit the grievance to her/his shop steward within fourteen (14) calendar days of the date upon which the suspension, dismissal, layoff or recall occurred.

13.03 **Employee Grievance**

(a) **Informal Step**

(i) An aggrieved Employee shall submit the grievance to her/his shop steward within fourteen (14) calendar days of the date upon which she/he knew of the occurrence which could become the matter of a grievance. If the Employee's shop steward is absent, she/he may submit her/his grievance to the Union President. At each step of the grievance procedure, the grievor has the right to be present.

(ii) If the steward or Union President considers the grievance to be justified, she/he shall within fourteen (14) calendar days bring the incident to the attention of the immediate supervisor verbally. This meeting shall only include the supervisor, the shop steward or her/his designate, and the Employee. The immediate supervisor shall respond verbally within seven (7) calendar days of being so advised.

(iii) To the extent possible, matters specific to an individual employee or employees at a single site should be dealt with at the site as an informal grievance.

(b) **Step One**

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

(c) Step Two

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

(d) Step Three

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

13.04 Union or Group Employees Grievance

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

13.05 Failure to Process Grievances

- (a) If the respondent to the grievance fails to comply with the applicable steps and time limits set out above, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure;
- (b) Any of the time limits in this Article may be extended by mutual agreement in writing between the Parties.

Shop Stewards

- 13.06 The Union shall notify the Employer in writing of the name of each steward and the name of the chief steward, if applicable, before the Employer shall be required to recognize her/him.
- 13.07 The Employer agrees that shop stewards shall not be hindered or interfered with in the performance of her/his duties while investigating as provided in this Article. The Employer agrees that no Union representative shall be unreasonably denied permission to deal with grievance issues. The Union will endeavour to provide 48 hours notice prior to using any work time to deal with grievances.

Investigation and Processing of Grievances

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

13.12 Arbitration

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

- 13.13      Arbitration Board
- (a)      The Union and the Employer shall each name a nominee to the Board of Arbitration within fourteen (14) calendar days after failure of the Parties to reach mutual agreement on a sole arbitrator. Each party shall notify the other of the name of its nominee;
  - (b)      The Union nominee and Employer nominee shall select a chairperson of the Board of Arbitration and shall notify the Union and the Employer, in writing, of their selection; and
  - (c)      If the Union nominee and the Employer nominee are unable to agree upon a suitable chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a chairperson.
- 13.14      Upon advance notice to the Employer, all reasonable arrangements shall be made to permit the conferring Parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 13.15      Each party shall pay one-half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the Board of Arbitration.
- 13.16      The majority decision of a Board of Arbitration or the decision of a sole arbitrator shall be final and binding upon all Parties, including the Employer, the Union, and the grievor.
- 13.17      The Arbitrator or the Arbitration Board shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Collective Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.
- 13.18      Either party may seek clarification of the Arbitrator or Arbitration Board's decision.
- 13.19      The Employer shall not interfere with a Union officer's access to any Employees who may be witnesses at any stage of the grievance or arbitration process.

**Article 14 Discipline, Suspension and Discharge**

- 14.01 The Employer accepts the principles of progressive discipline. Employees may only be disciplined, suspended or discharged for just cause. Discipline shall include the following:
- (a) a verbal warning to be documented
  - (b) a written warning
  - (c) an unpaid suspension
  - (d) discharge
- 14.02
- (a) It is recognized that the Employer has the right to discipline, suspend, or discharge. An Employee may request the right to have a shop steward or other Union representative present during any meeting in the course of an investigation which might lead to discipline or during the imposition of discipline, suspension, or discharge. The Employer shall make every reasonable effort to accommodate this request. The Employer shall inform the Employee of this right and give her/him reasonable time to arrange for the shop steward or Union representative to be present following which the meeting will occur. The Employer will give the Employee forty-eight (48) hours' notice of any disciplinary meeting when the purpose of the meeting involves a suspension or termination.
  - (b) Prior to the imposition of discipline, suspension or discharge, the Employee shall be notified of the reasons and grounds for action.
  - (c) The Employer may allow an Employee to continue her/his employment throughout the grievance and arbitration period.
  - (d) When necessary, the Employer may require an Employee to be suspended with pay while investigating disciplinary matters.
  - (e) An arbitrator may order a record of discipline for a specific incident removed from an Employee's file as a result of the Employer's failure to comply with the procedures of 14.02 for that specific incident.
- 14.03 The Employer will notify the Union prior to any meeting occurring at which an Employee is disciplined, suspended or discharged.
- 14.04 In the event that an Employee is disciplined, the Employee shall be notified in writing of the reasons for the imposition of discipline and the resulting decision.
- 14.05 Where it is determined, through the grievance process, that an Employee has been unjustly disciplined, suspended or discharged, the Centre shall forthwith compensate

the Employee for any amounts as agreed between the Parties or as determined by arbitration, including, where appropriate, reinstatement.

- 14.06 If, following a full hearing on the merits of the grievance, the grievor is fully exonerated from any alleged wrongdoing, all records held by the Employer dealing with such discipline, suspension or discharge shall be removed from the personnel file and destroyed immediately.
- 14.07 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any documents from the Employee's personnel file of which the Employee is not aware prior to the hearing.

**Article 15 Sick Leave**

- 15.01 Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of her/his illness or injury.
- 15.02 Employees will be granted sick leave with pay in accordance with the provisions of this Article.
- 15.03 Employees will accrue sick leave credits in accordance with the following formula:
- (a) Permanent full-time Employees will accrue sick leave at the rate of twenty (20) days per year to a maximum of one hundred ninety five days (195);
  - (b) Permanent part-time Employees will accrue sick leave on a pro-rata basis relating to the number of hours worked;
  - (c) Term Employees will accrue sick leave on a pro rata basis relating to the length of their term position and the number of hours worked.
  - (d) Where an employee uses more of their allotted sick leave in a year or term than they accrue based on the time worked in the year or term, the Employee shall repay the excess amount of sick leave used.
- Where the Employee returns to the employ of the Employer before the end of the school year or term, as applicable, the Employee shall repay the excess amount of sick leave used in accordance with Article 30.03.
- 15.04 Sick leave credits shall be reduced by the amount of sick leave taken.
- 15.05 Employees shall be notified of sick leave credits on their bi-weekly pay stub.
- 15.06
- (a) It is agreed that sick leave credits in existence for each Employee in the bargaining unit as of the date of the signing of this Collective Agreement shall continue.
  - (b) Those Employees who, at the signing of this Collective Agreement, have in excess of one hundred ninety-five (195) days sick leave credits shall use their sick days in the following order:
    - (i) the current twenty (20) days;
    - (ii) the accumulated days up to one hundred ninety-five (195);
    - (iii) the grandfathered accumulation.



- 15.07 Any unused sick leave benefits shall be cancelled upon termination of the Employee's employment.
- 15.08 In all cases of injury or illness, an Employee shall notify his/her Supervisor as soon as reasonably possible.
- 15.09 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify his/her Supervisor when they will return to work.
- 15.10 A leave of absence due to illness shall be considered continuous service with the Employer.
- 15.11
- (a) An Employee may be required to produce a certificate, pursuant to 15.11(c), from a licensed medical practitioner of the Employee's choice if she/he is unable to carry out her/his duties due to illness for any period of sick leave in excess of five (5) consecutive working days, or if the Employer reasonably concludes that there is a pattern of illness. When the Employer requests a certificate the Employer shall pay the full cost associated with such certificate.
  - (b) The Employer shall not request a certificate from a medical practitioner unless the Employee is off on a period of sick leave at the time of the request.
  - (c) The Employee shall have ten (10) working days to submit the requested certificate to the Employer. All requests for a certificate must be in writing and will include a copy of the medical certificate to be completed, as attached in Schedule "B".
- 15.12 Fraudulent use of sick leave may be grounds for discipline, up to and including dismissal by the Employer.
- 15.13 No Employee shall be reduced as a result of having exhausted her/his sick leave credits.
- 15.14 Time lost by an Employee, as a result of being quarantined by a certified medical practitioner, because of a job-related incident or circumstance shall be treated as a leave of absence with pay, for the duration of the quarantine.
- 15.15
- (a) When an Employee's paid sick leave has expired, she/he may choose to continue enrolment in group benefit plans, subject to the rules of the benefit plans. After thirty (30) working days from the expiry of the Employee's paid sick leave, payment for all benefits shall be the sole responsibility of the Employee unless the Employee has applied for Workers' Compensation Benefits (WCB) or Long-Term Disability (LTD) benefits or the Employee has appealed denial of WCB or LTD benefits.

- (b) Notwithstanding (a) above, the Employee will be required to pay for all group benefits costs after a period of one hundred and twenty (120) calendar days from the expiry of the Employee's paid sick leave, unless the Employee is in receipt of WCB or LTD benefits.
- (c) If an Employee later is awarded WCB or LTD benefits, the Employer will make contributions to the benefits plans and will reimburse the Employee for the benefits contributions for the interim period.

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

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

16.02        **Political Participation Leave**

- (a)    In this Article "candidate" means a person who has been officially nominated as a candidate or is declared to be a candidate by that person, or by others, with that person's consent, in a federal, provincial or municipal election.
- (b)    Upon written request, the Employer shall allow a leave of absence without pay and benefits for the duration of the election process so the Employee may be a candidate.
- (c)    Upon written request, the Employer shall allow a leave of absence without pay and benefits to an Employee who has been elected in a federal, provincial or municipal election. After two (2) years of leave, the Employee's permanent position will be posted on a permanent basis and filled in accordance with Article 9.

The Employee shall retain but not accrue seniority during the leave. Upon return, the Employee shall be placed in an available position comparable to the one occupied prior to the leave of absence and on the same step on the classification wage scale held prior to commencing the leave. The Employee shall retain his/her sick leave credits held prior to commencing the leave.

16.03        **Leave for Court Attendance**

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

- (a)    on behalf of the Employer; or

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

## 16.04

Personal Leave

- (a) For the purpose of this Article, immediate family shall be defined as spouse (including common law or same sex partner where the couple has lived together for at least one year), parents, brothers, sisters, children, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and step and foster parent, child or sibling of the Employee or anyone for whom the Employee is the legal guardian.
- (b) The Employer may, subject to Article 16.05, provide a personal leave for the following:
  - (i) medical, dental or other appointments of the employee or a member of the employee's immediate family that cannot be scheduled outside of working hours;
  - (ii) to enable an employee to care for a member of the employee's immediate family who may be seriously ill;
  - (iii) to enable an employee to attend a graduation of a member of the employee's immediate family;
  - (iv) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
  - (v) to attend at the funeral or celebration of life of a deceased who is not a member of the immediate family of the employee;
  - (vi) two (2) days of travel in conjunction with bereavement leave under Article 17.01 when a death occurs in the employee's immediate family;
  - (vii) such other reason as the Centre, in its discretion, may determine to be appropriate.
- (c) Where an Employee is provided Personal Leave pursuant to this Article, and cancels use of the Personal Leave in advance of the scheduled day(s), those day(s) shall not be deducted from the entitlement noted in (b) above.

- 16.05 The Employee shall be entitled to not more than four (4) days paid personal leave each year. When working conditions permit, Employees may receive up to an additional thirty (30) days leave without pay per year.
- 16.06 Unpaid Personal Leave
- The Centre, in its sole discretion, may provide an extended leave to an Employee for up to and including twelve (12) months. Where an Employee is requesting a leave of greater than one (1) month, the Employee shall give the Employer thirty (30) calendar days' notice of the anticipated start date of the leave, where possible.
- Leave requests for the full school year submitted on or before May 1<sup>st</sup> of the year preceding the leave will be given preference for consideration.
- 16.07 Upon return from an extended unpaid leave in accordance with this Article, the Employee shall return to a position with the Employer. Placement shall be based on the following options:
- (a) placement to the original position after a leave of absence of up to one year;
  - (b) to a comparable position after a leave of absence for longer than one year;
  - (c) placement to a mutually agreed upon position.
- 16.08
- (a) An Employee granted a leave of absence of more than six (6) months shall notify the Employer in writing of the Employee's intended date of return sixty (60) days in advance of the expiration of the leave.
  - (b) An Employee on a personal unpaid leave of absence for a complete school year shall notify the Employer prior to May 1 of his/her return-to-work status for the following school year.
  - (c) If an employee fails to notify the Employer pursuant to this article, the Employee's position may be posted. The Employee would then be able to apply for other positions and would retain his or her seniority according to Article 8.
- 16.09 Entitlement to pension, group insurance and medical care benefits pursuant to Article 31 - Pension Plan and Article 32 - Benefit Plan shall only continue after the first thirty (30) days of the absence without pay if the Employee pays to the Employer the full cost of such benefits, including the Employer's share for the period of absence following the first thirty (30) days of absence. The continuation of pension, medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan. Arrangements for payments shall be mutually agreeable to both Parties.

16.10 Pregnancy Leave

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

Pregnancy leave shall be granted in the following manner:

- (a) an unpaid leave of seventeen (17) weeks will be granted;
- (b) an Employee shall not later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave;
- (c) the Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of the delivery;
- (d) the pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery;
- (e) pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery;
- (f) the Employee will provide the Employer as much notice as reasonably practicable of the commencement of their leave or the employee's return to work.
- (g) An employee suffering from an illness arising out of or associated with the employee's pregnancy, prior to the commencement of the pregnancy leave granted in accordance with Article 16, may be granted sick leave in accordance with the provisions of Article 15.

16.11 Parental or Adoption Leave

- (a) An Employee who becomes a parent of one or more children through the birth or adoption of a child or children is entitled to an unpaid leave of absence of up to sixty-one (61) weeks upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice as required in Article 16.11(a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave:

- (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - (ii) shall end not later than sixty-one (61) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.
- (d) The parental or adoption leave for an Employee who has not taken a pregnancy leave, who becomes a parent of one or more children through birth or adoption of a child or children:
- (i) shall begin on such date coinciding with or after the birth or adoption of the child as the employee determines; and
  - (ii) shall end not later than sixty-one (61) weeks after the parental leave began and in any case, no later than sixty-one (61) weeks after the child or children first arrive in the employee's home.

16.12 Pregnancy, Parental and Adoptive Leave Benefits

- (a) While an Employee is on pregnancy, parental or adoptive leave, an Employee shall continue to accrue and accumulate seniority credits for the duration of the leave and his/her seniority shall be deemed to be continuous.
- (b) The Employer shall continue to pay its share of premium costs for maintaining such medical, extended health, group life and/or other Employee benefit plans in place at the time of leave during the period of pregnancy or parental adoptive leave pursuant to this Article.
- (c) The replacement employee for a parental/ adoption leave will be granted the rights and privileges of a term employee pursuant to Article 5.04 (a), except that the specific termination date may vary because of the resumption of work of the incumbent employee in accordance with Articles 16.10 (f) and Article 16.11 (a).

16.13 Supplementary Employment Benefits

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

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

- (i) The waiting period shall be paid at the rate of seventy-five percent (75%) from the Centre;
- (ii) The remaining weeks shall be shared by Employment Insurance and the Centre up to ninety-three percent (93%) to a maximum of seventeen (17) weeks combined.

- (b) An employee who is granted parental leave only shall be entitled to the following benefits:
  - (i) seventy-five percent (75%) of the employee's weekly salary during the EI waiting period;
  - (ii) Up to a maximum of ten (10) additional weeks;
    - a. where the employee is in receipt of Standard EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
    - b. where the employee is in receipt of Extended EI Parental Benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental Benefits the employee would have been eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
  - (iii) weeks in (i) and (ii) above are to be consecutive and commence at the start of the leave.

#### 16.14 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.
- (a) When an Employee reports for work upon the expiration of the period referred to in Article 16.10 and Article 16.11 the Employees shall resume work in the same positions they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave. If the former position no longer exists, the Employee shall be placed in a comparable position with not less than the same wages and benefits of the former position. An Employee returning from a leave permitted by this Article shall not displace an Employee with greater seniority.

#### 16.15 Request for Leaves in Writing

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



16.16 Centre Assessment and Evaluation Days

Employees shall have two days off with pay on two of the Centre's Assessment and Evaluation Days.

Prior to October 15 each year, all Employees will advise their supervisor of their selection, except for the following:

- (a) Assistive Technology Support Workers, Child and Youth Care Practitioners, 12-month Schools Plus Community Outreach Workers, Early Childhood Educator Leads, and Early Childhood Educator Supports shall not take the Assessment and Evaluation days off in the month of June.
- (b) Educational Program Assistants at the secondary level shall not take both Assessment and Evaluation days off in the month of June where they are required to support full inclusion of students at graduation activities.

16.17 Family Illness Days

An Employee shall be entitled to use up to a maximum of two (2) days per school year from his/her sick leave credits to attend to a member of the Employee's immediate family who is ill when the Employee's personal attention is required. For the purpose of this article, immediate family is defined as mother, father, son, daughter, or other person who permanently resides with the Employee. These days cannot be carried forward.

16.18 Compassionate Care Leave

- (a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) 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 date the certificate is issued; or
  - (ii) where the leave was begun before the certificate was issued, the day the leave was begun.

Where requested by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (1).

- (b) Weeks of leave can only be taken in periods of not less than two weeks duration.
- (c) For the purposes of this Article 16.18 family member, in relation to an employee, means:

- the employee's spouse (including common-law partner)
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child of the employee or the employee's spouse
- a current or former foster child of the employee
- a brother, step-brother, sister, or step-sister of the employee
- a grandparent or step-grandparent of the employee or of the employee's spouse
- a grandchild or step-grandchild of the employee or of the employee's spouse
- a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee
- a son-in-law or daughter-in-law of the employee or of the employee's spouse
- an uncle or aunt of the employee or of the employee's spouse
- the nephew or niece of the employee or of the employee's spouse
- the spouse of the employee's current or former foster child, current or former guardian, grandchild, uncle, aunt, nephew or niece
- the current or former guardian of the employee
- the current or former ward of the employee or the employee's spouse

Employees may apply for compassionate care leave for a person who considers the employee to be like a family member or who is considered by the employee to be like a family member. Employees wishing to take a Leave for a person in this category must provide the HRSB, if requested, with a completed copy of the form.

- (d) An employee shall advise the employer as soon as possible of any intention to take a leave of absence under this Section.
- (e) For the period of time specified in subsection (1), 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 and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (f) Where the employee opts in writing to maintain the benefit plan referred to in subsection 16.09, the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.

- (g) An employee shall give five (5) working days' notice to the employer prior to returning to work if returning earlier than the requested leave.

**Article 17 Bereavement Leave**

- 17.01 When a death occurs in the Employee's immediate family, the Employee shall be entitled to bereavement leave of five (5) working days with pay, with two (2) additional personal days with pay for travel if required.
- 17.02 For the purpose of this Article, immediate family shall be defined as spouse (including common law or same sex partner where the couple has lived together for at least one year), parents, brothers, sisters, children, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and step and foster parent, child or sibling of the Employee or anyone for whom the Employee is the legal guardian.
- 17.03 The Employer may grant additional bereavement leave without pay in cases where extraordinary circumstances prevail.

**Article 18    Leave for Jury Duty**

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

**Article 19 Holidays**

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

**Article 20    Vacation**

20.01        This Article applies only to those Employees required to work twelve (12) months per year.

20.02        “Service” for the purpose of this Article, shall accumulate from the Employee’s most recent date of hire with the Employer.

20.03        The vacation year shall be September 1<sup>st</sup> to August 31<sup>st</sup>. The Employee shall be notified in writing of his/her vacation entitlement each year in January. The Employee’s anniversary date will be the date used to calculate the Employee’s vacation entitlement.

20.04        Employees shall accumulate vacation entitlement as follows:

- (a)    Employees employed for more than one year but less than seven years, fifteen (15) days’ vacation per year;
- (b)    Employees employed for seven years but less than fifteen years, twenty (20) vacation days per year;
- (c)    Employees employed for more than fifteen years, twenty-five (25) vacation days per year;
- (d)    Child and Youth Care Practitioners that were included in the CUPE Local 5047 Bargaining Unit as of the December 8, 2021, Labour Relations Board Order #1979 shall have their vacation entitlements legacied as follows:

<1 year	1.25 days/month	prorated in year of hire
≥ 1 and < 5 years	1.25 days/month	3 weeks (15 days)
≥ 5 years	1.67 days/month	4 weeks (20 days)
≥ 12 years	2.08 days/month	5 weeks (25 days)
≥ 20 years	2.50 days/month	6 weeks (30 days) Max

20.05        Vacations shall be taken in the year accumulated unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee’s control from taking vacation in that year. Payment in lieu of unused vacation may be provided by mutual agreement. If vacation cannot be taken in the subsequent year, the outstanding vacation days will be paid at the end of that vacation year.

- 20.06      Vacation accrued and carried over prior to the signing of this Agreement will be recognized as vacation days accumulated and awarded accordingly.
- 20.07      Vacations may be taken throughout the year subject to the operational requirements of the Employer. The Employer reserves the right, in its sole discretion, to limit the number of Employees on vacation at any time. Subject to the foregoing, vacation shall be granted at each work location in accordance with seniority.



**Article 21 Proper Accommodation**

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

**Article 22 Personnel File**

- 22.01 (a) There shall be one official personnel file for each Employee.
- (b) An Employee may make an appointment with Human Resource Services to review his/her personnel file. Such appointment shall be during normal Centre office hours. The Employee shall be entitled to make a copy of any information contained in his/her personnel file.
- (c) Employees shall be permitted to have inserted in their personnel file any documentation concerning commendation and meritorious conduct.
- (d) All sick leave certificates shall be placed in an employee's separate confidential medical file.
- 22.02 Upon the Employees written request on termination of employment for any reason, the Employer shall provide a letter of confirmation of employment.
- 22.03 Each Employee shall be provided with a copy of his/her evaluation at the time of the evaluation. The Employee shall have an opportunity to respond in writing if she/he so wishes. A copy of the Employee's response shall be attached to the evaluation. The Employer's copy of an Employee's evaluation, and any Employee response, shall be kept in the Employee's personnel file. An Employee shall only be evaluated on matters related to her/his job performance.
- 22.04 The record of an Employee shall not be used against her/him at any time after thirty-six (36) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

**Article 23 Job Classification and Reclassification**

- 23.01 Where the Employer establishes a new classification, the Union will be provided with a copy of the job description and the proposed rate of pay. If the Union does not agree with the proposed rate of pay, it shall be referred to the Classification Review Committee.
- 23.02 Classifications shall not be eliminated without the union receiving at least ninety (90) days' notice.
- 23.03 When the duties in any classification are significantly changed such that either party believes the position has become incorrectly classified, the rate of pay shall be subject to negotiations between the Employer and the Union. Such process shall be commenced by way of a written letter of dispute submitted to the Director of Human Resources or Local Union President outlining the significant change to the duties. The Employer and Union agree that any disputes concerning standardized provincial classifications shall be referred to the Classification Review Committee.

**Classification Review Committee**

- 23.04 While recognizing the right of each individual Employer to determine and establish classification(s) within its own Region/CSAP, the Employer also recognizes the value of maintaining the standardized provincial classifications and wage rates.
- (a) The Classification Review Committee will consist of a maximum of one CUPE employee and a maximum of one management employee from each Region/CSAP as well as a spokesperson for CUPE and an Education and Early Childhood Development spokesperson for the Employers.
  - (b) When a classification is referred to the committee the Employer shall provide the job description and wage rate (as implemented within the Region/CSAP to the members of the Classification Committee a minimum of fourteen (14) calendar days in advance of the meeting.
  - (c) When there are one or more classifications to be considered, the Classification Review Committee will meet with the purpose of reviewing and, where possible, determining the appropriate wage rate for the classification(s) as presented.
  - (d) Such review and determination, where possible, is limited to considering
    - (i) required duties;
    - (ii) standardized title; and
    - (iii) the appropriate wage rate
  - (e) nothing herein prevents the Employer from implementing a new or significantly changed classification anytime in advance of the meeting in accordance with the provisions of their applicable collective agreement.

- (f) Should the Classification Review Committee reach consensus on a different wage rate:
  - (i) For existing classifications, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of the written letter of dispute submitted to the Director of Human Resources or the Local Union President;
  - (ii) For a new classification, if the wage rate is more than the implemented wage rate, it shall be retroactively applied to the date of implementation of the new classification.
  - (iii) For both existing and new classifications, if the wage rate is less than the implemented wage rate it shall be implemented effective the first day of the next pay period following the Classification Review Committee decision or the decision of the arbitrator.
- (g) Should the Classification Review Committee not reach consensus on a wage rate, it may be referred to arbitration for final determination by a mutually agreed upon arbitrator. Prior to any arbitration, the parties may participate in mediation through the Department of Labour, Skills and Immigration.

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

The arbitration costs will be shared equally between the parties.

**Article 24 Labour Management Committee**

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

**Article 25 Medically Related Procedures & Behaviour Management Support**

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

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

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

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

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

25.03 All medication which accompanies a student to school shall be properly labeled and shall have the dosage clearly described. Administration of the medication shall be in accordance with the policy.

25.04 Employees shall not be required to provide Behavior Management Support unless it is specified in the respective job posting and such Employees have received practical training on Behavior Management Support within a reasonable time of commencing in the position.

**Article 26 Clothing and Equipment**

- 26.01 No Employee shall be required to wear a uniform, other provided clothing or equipment unless mutually agreed between the Union and the Employer.
- 26.02 The Employer will make every effort to purchase uniforms and clothing which are made in Canada and bears a recognized union label.
- 26.03 Uniforms or work clothing shall not be substituted for protective clothing, and protective clothing shall not be substituted for uniforms or work clothing.
- 26.04 When a need can be demonstrated, the Employer will provide protective cover clothing or protective equipment to an Employee on request from the Employee. The Employer will repair or replace clothing or equipment when necessary.
- 26.05 (a) The Employer will reimburse an Employee the cost of repairs to a personal vehicle where the damage was caused by a student while being transported in the Employee's personal vehicle during the course of the Employee's work duties and where such cost is not otherwise covered by insurance. The Employee must provide receipts for all such costs.
- (b) Where the personal property of an Employee, other than in (a) above, is damaged in the course of the Employee's duties, the Employer shall reimburse the Employee for reasonable costs relating to dry-cleaning, repair or replacement to a maximum of one hundred dollars \$100.00 per item. The Employer shall make the decision as to whether the damage occurred in the course of the Employee's duties.

**Article 27 Occupational Health and Safety**

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

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

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

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

- (d) The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the OH&S Act.
- (e) The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace that includes:
  - (i) The workplace Violence Prevention Plan
  - (ii) Recognition of warning signs and/or triggers for violence



- (iii) Techniques to identify and de-escalate situations with the potential for violence
- (iv) How to summon help in the event of an incident of violence
- (v) How to exit an unsafe situation

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

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

- (f) The employer agrees to provide the supports that are required under the OH&S act where appropriate in situations of domestic violence involving employees that impact the worksite.

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

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

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

- (g) The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident.

27.03

If requested by the employee the Employer will provide support and counseling in response to the incidents or injuries sustained in the workplace. Employees must first utilize and exhaust the counseling offered by the EAP program.

**Article 28 Technological and Other Changes Complete**

- 28.01 In this Article, “technological change” means:
- (a) the introduction of equipment, material or processes different in nature, type or quantity from that previously used;
  - (b) any change in work methods, organization, operations or processes affecting one or more employees;
  - (c) any change in the location at which the work, undertaking or business operates;
  - (d) any change in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.
- 28.02 When the Employer is considering the introduction of system wide technological change:
- (a) The Employer agrees to notify the Union in writing at least two (2) months in advance where possible of its intentions and to update the information provided as new developments arise and modifications are made. Where two months notice cannot be given, the Employer will notify the Union in writing of the reasons such notice cannot be given.
  - (b) The Employers intention to introduce technological change and the effect this will have on the employees will be discussed with the Union prior to implementation.
- 28.03 The notice mentioned in Article 28.02 (a) shall be given in writing and shall contain all pertinent information including:
- (a) The nature of the change;
  - (b) The date on which the Employer proposes to effect the change;
  - (c) The approximate number, type and location of Employees likely to be affected by the change;
  - (d) The effects the change may be expected to have on Employees' working conditions and terms of employment.
- 28.04 If the Employer introduces new equipment or software, the Employees affected will be given the opportunity to be re-trained on the new equipment or software. If the Employee determines that they do not wish to be re-trained, they will be issued a layoff notice in accordance with Article 12 of this Collective Agreement.

**Article 29 Professional Development and Incentive Grants**

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

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

Training and Professional Development

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

**Article 30 Payment of Wages & Allowance**

- 30.01 (a) The salary scales in Schedule A of the Collective Agreement are effective August 1, 2020.
- (b) Where applicable, progress through the wage increment steps provided for in Schedule A shall be automatic, so that a permanent Employee shall receive the wage rate of the next higher step on his/her anniversary date. However, any period of unpaid time off work pursuant to Articles 16.06 and 16.08 unpaid time off upon expiry of sick leave shall not be considered in determining progress through the wage increment steps.
- (c) Notwithstanding (b) above, progress through the wage increment steps provided for in Schedule A for term Employees shall be determined based on consecutive term service.
- (d) (i) An employee whose employment has been severed between the expiration date of the previous collective agreement and the date of signing of this collective agreement shall receive any retroactive wage increases provided the employee contacts the employer in writing within 30 calendar days of the date of signing of this collective agreement and provides the necessary personal mailing address and/or banking information.
- (ii) Employees who retire between the expiration date of the previous collective agreement and the date of signing of this agreement shall receive any retroactive wage increase regardless of whether they contact the employer.
- 30.02 (a) The Employer agrees to pay all Employees biweekly by direct deposit and the Employee shall be provided with a statement showing all amounts paid (including vacation pay) or deducted for the period and the reasons therefore.
- The first pay date in the school year shall be the first Thursday in August that corresponds with the existing pay cycle.
- (b) (i) Any errors or omissions on an Employee's regular pay or overtime which result in a net underpayment of more than one hundred dollars (\$100.00) shall be adjusted no later than ten (10) days following notification to the Employer in writing; however, the Employer will make all reasonable efforts to process such adjustments as soon as possible.
- (ii) Any errors or omissions on an Employee's regular pay or overtime which result in a net underpayment of less than one hundred dollars (\$100.00) shall be adjusted no later than 21 days following notification to the employer in writing.

- 30.03 (a) Overpayment of salary may be recovered by the Centre by withholding the amount of such overpayment in equal deductions from the pay due to the Employee within a ten (10) month period or such other manner as agreed to by the Employee and the Centre.
- (b) Notwithstanding (a) above, overpayment of salary to an Employee of six hundred dollars (\$600.00) or less may be recovered by the Centre by withholding up to a maximum of twenty-three dollars (\$23.00) per pay.
- (c) Notwithstanding (a) and (b) above, overpayment of salary to an Employee working less than the full school year may be recovered by the Centre by withholding the amount of such overpayment in equal deductions from the Employee's remaining pay periods.
- (d) Notwithstanding (a), (b), and (c) above, overpayment of salary to an Employee may be recovered by the Centre immediately in its entirety provided the Employee is made aware of the error in writing within two (2) weeks of the overpayment.
- (e) If a grievance has been filed with respect to (a) through (d) above, the period of recovery under this Article shall not commence until the Centre has responded to the grievance pursuant to Article 13.03(d).
- 30.04 The amount of annual union dues and all other deductions shall be included on each Employee's T-4 form in the spaces provided. If no space is provided for any deduction, a separate statement shall be provided by the Employer. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.
- 30.05 An Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time she/he performs that job.
- 30.06 (a) An Employee appointed to a permanent position in a higher classification will be paid at the step on the higher classification wage scale that ensures a minimum five percent (5%) wage increase.
- (b) An Employee appointed to a permanent position in a lower classification will be paid at the step on the lower classification wage scale that is equal to his/her current wage or, if an equal step does not exist, the closest step that is less than his/her current wage.
- (c) Notwithstanding (a) and (b) above, where there is one salary for the classification, the Employee will be paid that salary.
- 30.07 When an Employee temporarily relieves in or performs the principle duties of a higher paying position within the bargaining unit, the Employee shall receive the pay for that position at the step equivalent to the step he/she occupies in his/her regular position.

30.08 Travel Allowances

- (a) All Employees required to use their own vehicles for the Employer's business during working hours, overtime hours, travel for education or training seminars, exams or conferences shall be reimbursed at the provincial government rate which may change from time to time. All travel shall be calculated from the first day to the last day of each calendar month.
- (b) The Employer shall also pay the difference in premiums between the rate for liability insurance on the Employee's vehicle if used for personal use only and the rate required to insure such vehicle if used as well for the purpose of the Employer.
- (c) As a condition of employment, the Employer shall not require the Employee to own an automobile.
- (e) Employees shall be paid a travel allowance when the Employer creates a single position or combines more than one position into a single position, encompassing more than one site, and as a result the Employee holding the position uses their own vehicle to travel from site to site in the performance of their job. This travel shall be reimbursed at the provincial government rate which may change from time to time. All travel shall be calculated from the first day to the last day of each calendar month.

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

30.09 An Employee who uses his/her personal vehicle for the transportation of a student(s) in the course of his/her work duties will be required to follow the Centre's *Student Transportation Policy* including completion of the appropriate form.

**Article 31 Pension Plan**

- 31.01 All Employees shall enroll in the Halifax Regional Municipality Pension Plan. Employees shall be governed by the rules and regulations of the Halifax Regional Municipality Pension Plan.
- 31.02 Where possible, Employees shall submit confirmation of retirement, in writing, including the date of retirement by May 1 of the school year in which they plan to retire.



**Article 32 Benefit Plan**

- 32.01 The Employer agrees to share the cost of the premiums for the group life insurance plan and group medical plan for all Employees who qualify for the plan(s). The Employer shall contribute eighty percent (80%) and the Employees shall contribute twenty percent (20%) to the cost of the premiums.
- 32.02 The group life insurance plan shall include provisions for voluntary life and accidental death and dismemberment insurance (A.D.&D.) benefits. Such plans shall provide minimum benefits in the amount of two and one-half (2.5) times the Employee's annual salary in the event of the Employee's death, and this plan shall also provide for a proportionate amount of A.D.&D.
- 32.03 The Employee agrees to pay one hundred percent (100%) of the premium for an LTD plan for all permanent Employees. The long-term disability plan shall provide coverage for not less than 67% of an Employee's annual wages or salary until age sixty-five (65) based on an Employee's ability to perform all of the required functions of her/his own occupation.
- 32.04 The Employer will provide information booklets to all new Employees and update all present Employees when necessary regarding the insurance and health care plans.
- 32.05 The Employer shall provide an Employee Assistance Program.

**CUPE Local 5047 & Child and Youth Care Practitioner Benefits**

- 32.06 In recognition of the Child and Youth Care Practitioners joining 5047's bargaining unit on December 8, 2021 and to recognize the difference in benefits levels between 5047's group benefit plan and the Professional Employee Group plan, HRCE agrees to provide 400\$ (four hundred dollars) as a Health Benefit Spending account over and above the current supplemental group benefits provided to employees who joined the bargaining unit on December 8, 2021. It is agreed that any employees in this classification who became employed once the supplemental group benefits converted to the plan currently in place for members of 5047, will not be eligible for this health spending account. Such benefit will continue for the applicable employees so long as they continue to be employed by HRCE in the capacity of a Child and Youth Care Practitioner.

**Article 33 Compensable Accident**

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

**Article 34 Deferred Salary Leave**

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

(g) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the Employee and Employer.

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

34.06 The Employee's benefits will be maintained during her/his leave of absence; however, the premium costs of all benefits shall be paid by the Employee during the leave of absence through their bi-weekly pay.

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

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

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

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

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

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

34.13 Withdraw from Plan

(a) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the termination of the leave.

(b) In the event of withdrawal, the Employee shall be paid a lump adjustment equal to any monies deferred plus accrued interest. Repayment shall be

made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.

- (c) An Employee who is laid off during the deferral period will be required to withdraw from the plan.
- (d) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

**Article 35 Liability Insurance**

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

**Article 36 Effect of Legislation**

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

**Article 37**    **Entire Agreement**

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

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



**Article 38 Duration**

- 38.01 The term of this Agreement shall be from August 1, 2020 to March 31, 2024 and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) months period preceding the date of its termination.
- 38.02 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the Parties.

**Article 39    No Strike/No Lock-Out**

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

**Article 40 Benefit and Binding**

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

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

In witness whereof the Parties hereto have executed this agreement this **29th day of August, 2023** at Dartmouth in the Halifax Regional Municipality, Nova Scotia.

Signed on behalf of the **Canadian Union of Public Employees, Local 5047:**

Signed on behalf of the **Halifax Regional Centre for Education:**

\_\_\_\_\_  
Chris Melanson,  
President CUPE Local 5047

\_\_\_\_\_  
Tracy O’Kroneg

\_\_\_\_\_  
Donna McCarthy

\_\_\_\_\_  
Charelle Maillet – Chief Negotiator

\_\_\_\_\_  
Sheila Broughm

\_\_\_\_\_  
Jenny- Kate Hadley

\_\_\_\_\_  
Robert Bray

\_\_\_\_\_  
Andréa Pothier

\_\_\_\_\_  
Kristin Welbourn

\_\_\_\_\_  
Angela Martell

\_\_\_\_\_  
Mary Jessome

\_\_\_\_\_  
Lori Williams

\_\_\_\_\_  
Mary Fougere

**Letter of Understanding #1- Restoring Library Positions**

Letter removed from Collective Agreement

***“This page is intentionally left blank”***

**Letter of Understanding #2- Duty to Accommodate**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5047**

and the

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**DUTY TO ACCOMMODATE**

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of her/his position due to a mental or physical disability, the Employer and the Union, together with the affected Employee, shall meet or discuss the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The Parties agree to work together to consider how the Employee's disability can reasonably be accommodated without causing undue hardship to the Employer, the Employee, or the Union. The affected Employee shall participate and cooperate fully in this process.

The Parties to this Letter of Understanding, and the affected Employee, shall share with each other all pertinent information for the accommodation of the affected Employee, including functional information pertaining to the Employee's disability, and information regarding the requirements/duties of the Employee's position.

The Parties agree that they will attempt to accommodate Employees as follows, in the following order:

- (a) in her/his current position;
- (b) in her/his current classification;
- (c) in another classification with equivalent hours/salary, but for which the Employee possesses the qualifications as required for the position and competencies as set out in the job description.
- (d) in another classification which does not have equivalent hours/rate of pay, but for which the Employee possesses the qualifications as required for the position and competencies as set out in the job description.

In considering the feasibility of the options set out in the preceding paragraph, the Parties shall consider, but are not limited to, options such as the modification of duties, shifts, equipment, and/or the retraining of the Employee.

It is understood and agreed that nothing in the Letter of Understanding will require the Employer, the Union or the affected Employee to agree to an accommodation which would impose undue hardship on the Employer, Union or affected Employee. The Employer agrees that it will not impose an accommodation which has the effect of abridging or infringing Collective Agreement rights of other bargaining unit members unless there is no other reasonable alternative.

Agreements between the Parties regarding the accommodation of Employees shall be reduced to writing. These agreements shall contain provisions regarding the process which will be followed by the Parties in the event that there is a change in the accommodated Employee's circumstances, including a lessening or worsening of the Employee's disability.

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter of Understanding #3- Redundancies Pursuant to Article 9.03 ( c )**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5047**

and the

**HALIFAX REGIONAL SCHOOL BOARD CENTRE FOR EDUCATION**

**REDUNDANCIES PURSUANT TO ARTICLE 9.03(c)**

WHEREAS the Parties have a shared interest in minimizing disruption of Employees at a site;

AND WHEREAS the Employer has an interest in maintaining continuity for students at a site;

AND WHEREAS under the application of Article 9.03(c), multiple employees must be made redundant in order to achieve the right mix of allocations;

AND WHEREAS fewer employees would be reduced if less senior employees could be skipped in order to impact a more senior employee whose allocation must be altered to achieve the right mix of allocations;

THE PARTIES AGREE THAT:

During the annual end of year staffing allocations, where the ~~Board~~ **Centre** has determined redundancies in accordance with Article 9.03(c) that require that three (3) or more Employees at a site are to be declared redundant to reduce an allocation by one (1) full time equivalent (FTE) or less, the Board shall notify the Union and the Parties shall discuss reasonable alternatives.

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter of Understanding #4- Layoff Pursuant to Article 12.02(a)**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5047**

and the

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**LAYOFF PURSUANT TO ARTICLE 12.02(a)**

The Parties agree that, during the life of this Collective Agreement, the process under Article 12.02(a) is as follows:

1. If an Employee has been declared redundant and is unwilling or unable to receive an equivalent position upon completion of the third round of postings, then the Employee will receive a lay-off notice.
2. Once the Employee has received the lay-off notice then he/she will become a laid off Employee on September 20<sup>th</sup> of the year in which he/she received the lay-off notice. On September 20<sup>th</sup> his/her pay and benefits will terminate [subject to the Employee's election in Article 12.09(a)].
3. An Employee's status is determined by how and when he/she receives a term position.
  - a. If subsequent to the receipt of the lay-off notice the Employee is able to receive a term position the Employee can choose to accept the term position or remain on lay-off. If he/she accepts the term position he/she will still be considered as a laid off Employee as of September 20<sup>th</sup> of the year in which the notice was provided. If the term position accepted by the Employee is at a lower percentage than his/her previously held permanent position, the Centre will pay the Employee the higher percentage until September 20<sup>th</sup> of the year in which the notice was provided. Following September 20<sup>th</sup> the Employee's pay will revert to his/her actual percentage in the term position. The laid off Employee occupying the term position will receive his/her pay and benefits until the end of the term position. If the term position runs until the end of the school year he/she will be paid until July 31<sup>st</sup> based on a smoothing formula. The laid off Employee will not receive any further pay or benefits unless he/she is recalled in accordance with the Collective Agreement. At the end of the term position he/she will be a laid off Employee and have recall rights in accordance with Article 12.11 and 12.13.
  - b. A redundant Employee who receives a term position in the first or second or third round of postings will not receive a lay-off notice and will remain a redundant Employee. At the point when his/her term position comes to an end he/she would continue to be paid based on the percentage he/she held prior to being declared redundant. The pay would continue until either he/she is laid off in accordance with the Collective Agreement or receive a different position.



- 4. The Employer has agreed to indicate, both by way of the layoff notice and the term appointment that the Employee who has received the layoff notice and then gets a term position will not be paid beyond the end of the following July (the end of the term).
- 5. The Employer has agreed to provide a Record of Employment that is effective either as of September 20<sup>th</sup> (the date of lay-off for an Employee who does not accept or receive a term position), or as of July 31<sup>st</sup> (in a situation where the laid off Employee accepts a term position).
- 6. An Employee laid off at other times of the year who subsequently accepts a term position would not be paid beyond the end of the term.

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter of Understanding #5- Layoff Pursuant to Article 12.05(a)**

between the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5047**

and the

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**LAYOFF PURSUANT TO ARTICLE 12.05(a)**

WHEREAS the Parties have a shared interest in minimizing disruption of Employees at a site;

AND WHEREAS the Employer has an interest in maintaining continuity for students at a site;

AND WHEREAS under the application of Article 12.05(a), multiple employees must be laid off in order to achieve the right mix of allocations;

AND WHEREAS fewer employees would be laid off if less senior employees could be skipped in order to impact a more senior employee whose allocation must be altered to achieve the right mix of allocations;

THE PARTIES AGREE THAT:

Where the Centre has determined layoffs in accordance with Article 12.05(a) that require that two (2) or more Employees at a site are to be laid off to reduce an allocation by one (1) full time equivalent (FTE) or less, the Centre shall notify the Union and the Parties shall discuss reasonable alternatives.

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter of Understanding #6 - Re: Employment Equity**

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

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

The Parties agree:

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

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

1. Agreement of the Employer and Bargaining Unit to conduct a self-identification survey.
2. The Employer will be responsible for the maintenance of the self-identification data.
3. Reporting of the statistical results of the self-identification survey.
4. Analysis of the results of the self-identification survey to compare the number of identified people in the bargaining unit with the identified peoples within the boundaries of the applicable RCE or CSAP.
5. Development of goals and timelines to eliminate the discrepancies in representation of identified peoples between the bargaining unit and the general population.
6. Joint education and training for all employees with respect to the implementation of the Employment Equity Program.
7. Training and development to foster advancement of all interested employees within the bargaining unit.
8. Recruitment of identified peoples.
9. Skills, qualifications, experience as selection criteria for vacant positions.

- 10. An annual and review of the progress towards development of a representative population within the bargaining unit.

Process for Diverse Hires

- I. Notwithstanding any specific clauses contained in the Local Collective Agreement, an Education Entity may, in the job selection process for any position (permanent, part-time, etc.), give preference to a diverse applicant provided the applicant has the skills, qualifications, experience.
- II. A participating Education Entity can only use the preference during the hiring process of up to one (1) position per twenty-five (25) job postings to a maximum of five (5) in a calendar year with the minimum of two being allowed in a calendar year. The participating Education Entity must notify the Union prior to filling an equity position and the Union may request the reasons for such preference. The posting of the position as an equity position means that external candidates can apply at the same time as internal candidates and the preference can be used to hire an external candidate. Additional applicants may be granted preference with the consent of the Union.
- III. Both the Employer and the Union agree these positions will be designated when a regular vacancy occurs. A diverse internal employee shall be awarded a designated position prior to an external candidate. If an internal employee is awarded an equity position pursuant to this clause, then the resulting vacancy will be designated as an equity position and filled by a candidate external to the education entity. This resulting vacancy will not be considered as one of the equity positions pursuant to this clause. Among internal diverse candidates the Collective Agreement applies.

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Memorandum of Agreement #1 – Wage Harmonization****BETWEEN:**

The Canadian Union of Public Employees Union

(“the Union”)

**And**

Education Entities

(“the Employer”)

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

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

**The Parties Agree as Follows:**

1. No later than July 1, 2023, the Classification and Review Committee as contained in this agreement will meet to agree on what the Regular Hourly Rate of pay of each qualified classification should harmonize to, based on the following:
  - a. Identify a proper comparator classification from a Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly-titled jobs perform identical work, and not all job titles match precisely to one another) which the parties agree has the highest Regular Hourly Rate of pay in the Province’s eight (8) education entities. The job description and/or job posting, including the Regular Hourly Rate of pay will be provided to the committee no later than 14 calendar days in advance of the meeting.
  - b. The highest Regular Hourly Rate of pay will be top of scale rates that are adjusted to include the first two years of general wage increases of this agreement (1.5%, 1.5%) and in effect as of December 1, 2022.

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

AGREED TO on behalf of the **Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREED TO on behalf of the **Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Schedule "A"- Salaries**

**August 1, 2021 – March 31, 2024**

The tables below show the wage rates including all negotiated wage adjustments listed above but does not include any increase as a result of the wage harmonization process. The rates for March 31, 2024 are the minimum rates an employee will receive. Additional wage adjustments are possible through the wage harmonization process outlined in Memorandum of Agreement #1 to this collective agreement. Any such adjustments will provide 50% of the gap to the high rate on the date of ratification and an adjustment to bridge the remaining gap on March 31, 2024.

Once the Wage Harmonization process has been completed, the Collective Agreement will be amended to include the Base hourly rates for each classification.

		7/31/2020	0.50%	08/01/2020	1.50%	04/01/2022	1.50%	04/01/2023		3%	
CUPE Scale	Step	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 8% vacation included (*effective date of ratification-June 19, 2023)	Annual Salary with 10% vacation included (*effective date of ratification-June 19, 2023)
<b>Early Childhood Educators, Lead</b>											
	1	\$47,252.03	\$48,197.10	\$47,960.81	\$48,920.06	\$48,680.22	\$49,653.86	\$50,140.63	\$51,143.47	\$52,146.25	\$53,149.07
<b>Early Childhood Educators, Support</b>											
	1	\$28,929.38	\$29,507.98	\$29,363.32	\$29,950.60	\$29,803.77	\$30,399.86	\$30,697.88	\$31,311.85	\$31,925.80	\$32,539.76
<b>Educational Program Assistant</b>											
	1	\$33,586.31	\$34,258.02	\$34,090.10	\$34,771.89	\$34,601.46	\$35,293.47	\$35,639.50	\$36,352.27	\$37,065.08	\$37,777.87
	2	\$34,337.37	\$35,024.13	\$34,852.43	\$35,549.49	\$35,375.22	\$36,082.73	\$36,436.47	\$37,165.22	\$37,893.93	\$38,622.66
	3	\$36,275.19	\$37,000.70	\$36,819.32	\$37,555.71	\$37,371.61	\$38,119.05	\$38,492.76	\$39,262.62	\$40,032.47	\$40,802.32
	4	\$37,000.70	\$37,740.72	\$37,555.71	\$38,306.83	\$38,119.05	\$38,881.43	\$39,262.62	\$40,047.88	\$40,833.12	\$41,618.37
	5	\$37,740.71	\$38,495.53	\$38,306.82	\$39,072.96	\$38,881.42	\$39,659.06	\$40,047.87	\$40,848.83	\$41,649.78	\$42,450.74

		7/31/2020	0.50%	08/01/2020	1.50%	04/01/2022	1.50%	04/01/2023		3%	
CUPE Scale	Step	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 8% vacation included (*effective date of ratification-June 19, 2023)	Annual Salary with 10% vacation included (*effective date of ratification-June 19, 2023)
<b>Library Support Specialist Board Based</b>											
	1	\$42,630.24		\$43,269.69		\$43,918.74		\$45,236.30			
	2	\$44,745.38		\$45,416.56		\$46,097.81		\$47,480.74			
	3	\$46,898.99		\$47,602.47		\$48,316.51		\$49,766.01			
	4	\$48,983.31		\$49,718.06		\$50,463.83		\$51,977.75			
	5	\$51,110.71		\$51,877.37		\$52,655.53		\$54,235.20			
	6	\$52,132.96		\$52,914.95		\$53,708.68		\$55,319.94			
<b>Library Support Specialist School Based</b>											
	1	\$33,586.31	\$34,258.02	\$34,090.10	\$34,771.89	\$34,601.46	\$35,293.47	\$35,639.50	\$36,352.27	\$37,065.08	\$37,777.87
	2	\$34,337.37	\$35,024.13	\$34,852.43	\$35,549.49	\$35,375.22	\$36,082.73	\$36,436.47	\$37,165.22	\$37,893.93	\$38,622.66
	3	\$36,275.19	\$37,000.70	\$36,819.32	\$37,555.71	\$37,371.61	\$38,119.05	\$38,492.76	\$39,262.62	\$40,032.47	\$40,802.32
	4	\$37,000.70	\$37,740.72	\$37,555.71	\$38,306.83	\$38,119.05	\$38,881.43	\$39,262.62	\$40,047.88	\$40,833.12	\$41,618.37
	5	\$37,740.71	\$38,495.53	\$38,306.82	\$39,072.96	\$38,881.42	\$39,659.06	\$40,047.87	\$40,848.83	\$41,649.78	\$42,450.74
<b>Student Support Workers/ Schools Plus Community Outreach Workers</b>											
	1	\$38,697.37	\$39,471.31	\$39,277.83	\$40,063.38	\$39,867.00	\$40,664.33	\$41,063.01	\$41,884.26	\$42,705.53	\$43,526.79
	2	\$38,872.83	\$39,650.29	\$39,455.92	\$40,245.04	\$40,047.76	\$40,848.72	\$41,249.19	\$42,074.18	\$42,899.16	\$43,724.15
	3	\$39,654.50	\$40,447.58	\$40,249.32	\$41,054.29	\$40,853.06	\$41,670.11	\$42,078.65	\$42,920.21	\$43,761.79	\$44,603.37
	4	\$40,460.69	\$41,269.88	\$41,067.60	\$41,888.93	\$41,683.61	\$42,517.26	\$42,934.12	\$43,792.78	\$44,651.49	\$45,510.17
	5	\$41,457.80	\$42,286.94	\$42,079.67	\$42,921.24	\$42,710.86	\$43,565.06	\$43,992.19	\$44,872.01	\$45,751.88	\$46,631.72
	6	\$42,286.93	\$43,132.70	\$42,921.23	\$43,779.69	\$43,565.05	\$44,436.39	\$44,872.00	\$45,769.48	\$46,666.88	\$47,564.32



		7/31/2020	0.50%	08/01/2020	1.50%	04/01/2022	1.50%	04/01/2023	3%		
CUPE Scale	Step	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 8% vacation included (*effective date of ratification-June 19, 2023)	Annual Salary with 10% vacation included (*effective date of ratification-June 19, 2023)
<b>Schools Plus Community Outreach Workers- 12 month</b>											
	1	\$48,841.34		\$49,573.96			\$50,317.57	\$51,827.10			
	2	\$49,062.79		\$49,798.73			\$50,545.71	\$52,062.08			
	3	\$50,049.36		\$50,800.10			\$51,562.10	\$53,108.96			
	4	\$51,066.89		\$51,832.89			\$52,610.39	\$54,188.70			
	5	\$52,325.37		\$53,110.25			\$53,906.90	\$55,524.11			
	6	\$53,371.85		\$54,172.43			\$54,985.01	\$56,634.56			
<b>Child &amp; Youth Care Practitioners (scale effective Aug 1, 2022)</b>											
	1	\$41,143.32						\$42,377.62			
	2	\$43,713.71						\$45,025.12			
	3	\$46,285.64						\$47,674.21			
	4	\$48,857.60						\$50,323.33			
	5	\$51,427.99						\$52,970.83			
	6	\$53,999.91						\$55,619.91			
<b>Assistive Technology Support Workers</b>											
	1	\$33,586.31	\$34,258.02	\$34,090.10	\$34,771.89	\$34,601.46	\$35,293.47	\$35,639.50	\$36,352.27	\$37,065.08	\$37,777.87
	2	\$34,337.37	\$35,024.13	\$34,852.43	\$35,549.49	\$35,375.22	\$36,082.73	\$36,436.47	\$37,165.22	\$37,893.93	\$38,622.66
	3	\$36,275.19	\$37,000.70	\$36,819.32	\$37,555.71	\$37,371.61	\$38,119.05	\$38,492.76	\$39,262.62	\$40,032.47	\$40,802.32
	4	\$37,000.70	\$37,740.72	\$37,555.71	\$38,306.83	\$38,119.05	\$38,881.43	\$39,262.62	\$40,047.88	\$40,833.12	\$41,618.37
	5	\$37,740.71	\$38,495.53	\$38,306.82	\$39,072.96	\$38,881.42	\$39,659.06	\$40,047.87	\$40,848.83	\$41,649.78	\$42,450.74

		<b>03/31/2024</b>				<b>0.50%</b>
CUPE Scale	Step	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 8% vacation included	Annual Salary with 10% vacation included	
<b>Early Childhood Educators, Lead</b>						
	1	\$50,391.33	\$51,399.19	\$52,406.99	\$53,414.81	
<b>Early Childhood Educators, Support</b>						
	1	\$30,851.37	\$31,468.41	\$32,085.43	\$32,702.46	
<b>Educational Program Assistant</b>						
	1	\$35,817.70	\$36,534.03	\$37,250.41	\$37,966.76	
	2	\$36,618.66	\$37,351.04	\$38,083.40	\$38,815.78	
	3	\$38,685.22	\$39,458.93	\$40,232.63	\$41,006.33	
	4	\$39,458.93	\$40,248.12	\$41,037.29	\$41,826.47	
	5	\$40,248.10	\$41,053.07	\$41,858.03	\$42,662.99	
<b>Library Support Specialist Board Based</b>						
	1	\$45,462.48				
	2	\$47,718.15				
	3	\$50,014.84				
	4	\$52,237.63				
	5	\$54,506.37				
	6	\$55,596.54				
<b>Library Support Specialist School Based</b>						
	1	\$35,817.70	\$36,534.03	\$37,250.41	\$37,966.76	
	2	\$36,618.66	\$37,351.04	\$38,083.40	\$38,815.78	
	3	\$38,685.22	\$39,458.93	\$40,232.63	\$41,006.33	
	4	\$39,458.93	\$40,248.12	\$41,037.29	\$41,826.47	
	5	\$40,248.10	\$41,053.07	\$41,858.03	\$42,662.99	

		<b>03/31/2024</b>				<b>0.50%</b>
CUPE Scale	Step	Annual Salary with 4% vacation included	Annual Salary with 6% vacation included	Annual Salary with 8% vacation included	Annual Salary with 10% vacation included	
<b>Student Support Workers/Schools Plus Community Outreach Workers</b>						
	1	\$41,268.32	\$42,093.68	\$42,919.06	\$43,744.42	
	2	\$41,455.44	\$42,284.55	\$43,113.66	\$43,942.77	
	3	\$42,289.04	\$43,134.81	\$43,980.60	\$44,826.38	
	4	\$43,148.79	\$44,011.74	\$44,874.75	\$45,737.72	
	5	\$44,212.15	\$45,096.37	\$45,980.63	\$46,864.88	
	6	\$45,096.36	\$45,998.32	\$46,900.22	\$47,802.15	
<b>Schools Plus Community Outreach Workers- 12 month</b>						
	1	\$52,086.23				
	2	\$52,322.39				
	3	\$53,374.51				
	4	\$54,459.64				
	5	\$55,801.73				
	6	\$56,917.74				
<b>Child &amp; Youth Care Practitioners (scale effective Aug 1, 2022)</b>						
	1	\$42,589.51				
	2	\$45,250.24				
	3	\$47,912.58				
	4	\$50,574.95				
	5	\$53,235.68				
	6	\$55,898.00				
<b>Assistive Technology Support Workers</b>						
	1	\$35,817.70	\$36,534.03	\$37,250.41	\$37,966.76	
	2	\$36,618.66	\$37,351.04	\$38,083.40	\$38,815.78	
	3	\$38,685.22	\$39,458.93	\$40,232.63	\$41,006.33	
	4	\$39,458.93	\$40,248.12	\$41,037.29	\$41,826.47	
	5	\$40,248.10	\$41,053.07	\$41,858.03	\$42,662.99	

**Schedule "B"- Request for Functional Information**



**Request for Functional Information of presenting illness/injury**

Health and Abilities Specialist  
 Halifax Regional Centre for Education  
 33 Spectacle Lake Drive  
 Dartmouth, NS B3B 1X7

Phone: 464-2000 ext. 4121 Fax: 464-0135

**PLEASE COMPLETE BOTH PAGES**

The Halifax Regional Centre for Education (HRCE) (the Employer) has developed a return-to-work program to assist employees in their rehabilitation efforts to restore health and return to employment. Part of the process is to obtain information about your current abilities as they relate to your illness/injury. To do this, we ask that you have your physician or authorized health care professional complete this form.

<b>Section 1 (To be completed by EMPLOYEE)</b>	
Employee's Full Name:	Employee Number: 400 _____
Address:	Telephones:
School/Site:	Telephone (Work):
Immediate Supervisor:	Telephone (Work):
<p><b>EMPLOYEE:</b> I authorize my Health Care Provider to disclose information related to my current illness or injury to my Employer for the purpose of developing a safe return to work plan. The employer will keep this information confidential. It is understood that this information be only of the same nature and extent as disclosed in Section 2 of this Form and the attached Physical Capability Assessment form, and does not authorize the release of information which is different in nature or greater in extent. I understand that I will receive a copy of any medical information received by the Centre upon request and will be made aware of any further requests for medical information from the Board Centre.</p>	
Employee's Signature:	Date:
<b>Section 2 (To be completed by Physician or Authorized Health Professional)</b>	
<p>Does Employee have any significant physical or cognitive impairment that currently impairs the employee from returning to unrestricted duties?</p> <p><input type="checkbox"/> NO    <input type="checkbox"/> YES</p>	<p>The impairment is:</p> <p><input type="checkbox"/> Physical</p> <p><input type="checkbox"/> Cognitive</p> <p><input type="checkbox"/> Both</p>
<p>Is the employee currently seeking active treatment?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>The Employee can return to work:</p> <p><input type="checkbox"/> Unrestricted    <input type="checkbox"/> Restricted    <input type="checkbox"/> Unable to RTW</p>
<p>If the employee is unable to return to work, how long will they be off?</p> <p><input type="checkbox"/> 2-4 weeks    <input type="checkbox"/> 1-3 mos.    <input type="checkbox"/> 3-6 mos.    <input type="checkbox"/> 6-9 mos.</p> <p><input type="checkbox"/> Other, how long? _____</p>	<p>If able to RTW, anticipated date: _____</p> <p><input type="checkbox"/> Regular full time hours    or    <input type="checkbox"/> Graduated hours</p> <p>Proposed GRTW plan:</p>
<p>When are you reassessing this Employee (date)?</p>	
<p>Is the Employee being referred for further evaluation (date)?</p>	
<p>Are there workplace barriers or steps that the Employer could take to assist in rehabilitation and return to work?</p>	



Employee Name: \_\_\_\_\_

The employer and worker will use this information to plan the worker’s early and safe return to work; therefore, it is crucial that all applicable sections be completed in full.

**Section 3: Physician/Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical evidence. Diagnostic or confidential information NOT REQUIRED.**

**PHYSICAL (If applicable):**

<b>Walking:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 min. <input type="checkbox"/> Up to 60 min. <input type="checkbox"/> Other: _____	<b>Standing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 min. <input type="checkbox"/> Up to 60 min. <input type="checkbox"/> Other: _____	<b>Sitting:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 min. <input type="checkbox"/> Up to 60 min. <input type="checkbox"/> Other: _____	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kg <input type="checkbox"/> 5-10 kg <input type="checkbox"/> 10-25 kg <input type="checkbox"/> _____ Other _____	<b>Lifting from floor to shoulder:</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Pushing/Pulling:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kg <input type="checkbox"/> 5-10 kg <input type="checkbox"/> 10-25 kg <input type="checkbox"/> Other: _____	<b>Stair climbing:</b> <input type="checkbox"/> Full abilities Up to 5 steps <input type="checkbox"/> 5-10 steps <input type="checkbox"/> Other: _____	<b>Bending/twisting:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited Please specify: _____	<b>Work above shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited Please specify: _____	<b>Hand functioning:</b> <b>Left:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> <input type="checkbox"/> Limited <input type="checkbox"/> <b>Right:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> <input type="checkbox"/> Limited <input type="checkbox"/>

**COGNITIVE (if applicable):**

<b>Supervision of others:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited <input type="checkbox"/> Unable to supervise	<b>Tolerance to deadlines:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Can occasionally meet deadlines <input type="checkbox"/> Unable to meet deadlines	<b>Attention and Concentration:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Can concentrate but needs regular breaks <input type="checkbox"/> Concentration on detail is severely limited	<b>Performance on multiple tasks:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Can handle multiple tasks if given extra time to complete <input type="checkbox"/> Unable to multi-task
<b>Tolerance to external stimulus:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Can cope with distracting stimulus for portion of the day <input type="checkbox"/> Can only work in a quiet non distracting work environment	<b>Ability to interact with others:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Limited ability to interact with others <input type="checkbox"/> Unable to interact with others	<b>Judgement and Decision making:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Difficulty with planning, organizing and decision making <input type="checkbox"/> Unable to plan, organize and make decisions	<b>Working memory:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Some challenges with retention and recall of information <input type="checkbox"/> Severe challenges with retention and recall

**Other cognitive limitation(s) not noted above that currently impairs the employee from returning to unrestricted duties**  
 Please describe: \_\_\_\_\_

<b>VOICE</b>	<input type="checkbox"/> No Difficulty	<input type="checkbox"/> Occasional Difficulty	<input type="checkbox"/> Constant Difficulty	<b>HEARING</b>	<input type="checkbox"/> No Difficulty	<input type="checkbox"/> Occasional Difficulty	<input type="checkbox"/> Constant Difficulty
--------------	--	--	--	----------------	--	--	--

The HRCE offers immediate, confidential help for any concern for employees enrolled in a HRCE or NSTU benefit plan, through the Employee and Family Assistance Program(s).

- Non-teaching employee groups (CUPE, NSUPE, NSGEU, PEG): Morneau Shepell: 1-844-880-9142 or www.workhealthlife.com
- Teachers (NSTU): Resilience Program: 1-877-955-6788
- Can assist with: Addictions, Child/Elder Care, Health/Wellness, Legal/Financial Marital, Separation, Divorce, Stress, Career Planning

**Health Care Provider: The information provided in this document is true and based on my examination of the patient.**

<b>Print Name:</b>	<b>Signature:</b>
<b>Professional Designation:</b>	<b>Date:</b>
<b>Stamp with registration number:</b>	
<b>Mailing Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>

*Please consider billing us an amount of less than \$45 CAN for completion of this form; please include an invoice with the completed form.*

**Appendix "A" – Memorandum of Settlement between NSSCBU & Participating Education Entities & The Government of Nova Scotia**

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

**NOVA SCOTIA SCHOOL BOARD COUNCIL OF UNIONS (the "Union") and its locals:  
955, 964, 2272, 3876, 3890, 4682, 5047 & 5050**

**AND:**

**THE PARTICIPATING EDUCATION ENTITIES (SRCE, TRI-COUNTY, CSAP,  
AVRCE, CCRCE, SSRCE, HRCE & CBVRCE)**

**AND:**

**THE GOVERNMENT OF NOVA SCOTIA,  
represented herein by the Treasury Board, (the "Employers")**

1. The Union and the Employers ("the Parties") agree to the terms of this memorandum as constituting a settlement of all matters in dispute pertaining to collective bargaining.
2. The Union will recommend ratification of this Memorandum of Settlement including all locally agreed to items in accordance with the *Bargaining protocol* and the Employers will also ratify this agreement.
3. The Parties agree that the term of all collective agreements (the "Collective Agreements") shall be from April 1, 2021- March 31, 2024 and all negotiated items will become in effect as of the date of ratification, except where expressly identified or noted otherwise. It is further agreed that the term of the agreement between L.5047 & HRCE will be in effect between August 1, 2020 – March 31, 2024.
4. Retroactivity will be applied to wages only. Additional wage adjustments shall be applied and take effect as outlined in Schedule 1 attached to this document.
5. The Memorandum of Settlement shall be made up of all the agreed to articles attached to this document, in Schedule 1 as well as all locally agreed to items.
6. The Parties agree, except as otherwise amended by this settlement, the terms and conditions of the previous collective agreement shall remain.
7. The Union and the Employers agree to keep the terms of this agreement confidential until presented for ratification.

Signed on behalf of the Union and Employers on this 19 day of April, 2023.

For the Union

For the Employers

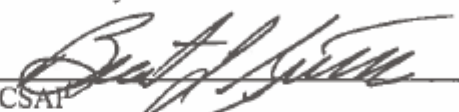
  
L.955

  
SRCE

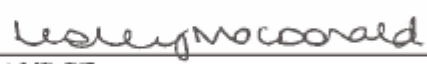
  
L.964

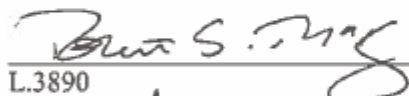
  
Tri-County

  
L.2272

  
CSAI

  
L.3876

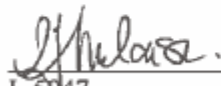
  
AVRCE

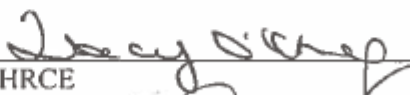
  
L.3890

  
CCRCE

  
L.4682

  
SSRCE

  
L.5047

  
HRCE

  
L.5060

  
CBVRCE

**SCHEDULE 1****~~EDUCATION ENTITIES RESPONSE TO OUTSTANDING PROPOSALS~~  
~~APRIL 18, 2023~~**

1. Employment Equity – see attached proposal.
2. Term – the Education Entities maintain a three year term being April 1, 2021 – March 31, 2024.
3. Wages:
  - a. Year 1: 1.5% on April 1, 2021;
  - b. Year 2: 1.5% on April 1, 2022;
  - c. Year 3: 3% on April 1, 2023; 0.5% on March 31, 2024.
4. 5047 and HRCE Bridge Recognition – the 1.5% effective April 1, 2021 would be paid retroactively to 5047 as of January 1, 2021. Wages as per 3 (b) and (c) would be paid to members of 5047 as per the above.
5. Trade Classifications Defined – see attached document.
6. Minimum Wage Classifications Defined – agreed as listed on Employer's January 24, 2023 document (attached).
7. Wage Adjustment/Wage Adjustment Effective Date:
 

---

  - a. The Education Entities will apply a \$2.50 wage adjustment to the Trade Classifications as defined in the attached document dated January 24, 2023, effective April 1, 2023 (prior to the application of the 3% increase on that day).
  - b. The Education Entities will apply a \$2.00 wage adjustment to the minimum wage classifications as defined in the attached document dated January 24, 2023, effective April 1, 2023 (prior to the application of the 3% increase on that day).
  - c. Classifications for which the top of the wage scale remains under \$20.00 per hour after the first two (2) years of economic adjustments (1.5%, 1.5%) will receive an additional \$1.00 per hour on April 1, 2023 but immediately before the Year three (3) economic adjustment of 3.0%.
  - d. The Education Entities will apply a \$0.50 wage adjustment to all bus driver classifications effective April 1, 2023 (prior to the application of the 3% increase on that day).
  - e. No employee will receive an adjustment under both 7(b) and 7(c).
8. Effective the date of ratification, Local 5047 will receive vacation pay in accordance with the chart below (the Halifax Collective Agreement will be updated to reflect this change):



---

<b>Years of Service</b>	<b>% Vacation Pay</b>
0-4	4%
4+-10	6%
10+	8%

9. Wage Harmonization – see attached.

*Education Entities  
Counter  
January 24<sup>th</sup>, 2022*

---

**Trades Classifications:**

- Tradespersons,
- Mechanics,
- Motor Vehicle Body Repairers,
- ~~HVAC~~
- Building Operator
- Lead Head Mechanic,

---

- Head Mechanic,
- Apprentices (maintain differential with the trades),
- Maintenance Supervisor.

~~Building Specialist, Building Technician, Maintenance Supervisor, Leads, Heads, Lead Hands, Lead Heads, and Apprentices~~

**Minimum Wage Classifications:**

- Lunch Bus Ground Supervisors (LBG) (CBVRCE)
- Bus Assistant Supervisors
- Cafeteria Workers (maintain differential with Head Cafeteria Workers)

**Appendix “B” – HRCE-CUPE 5047 Sign Off (June 14, 2023)**

**HRCE-CUPE 5047 Sign Off  
June 14, 2023**

1. Local 5047 and HRCE Bridge recognition – the 1.5% effective April 1, 2021 would be paid retroactively as of August 1, 2020.
2. The Employer agrees to have one meeting, within three months of signing this Collective Agreement, with representatives of CUPE Local 5047 for the purpose of hearing members’ concerns and recommendations with respect to the implementation of the Provincial Inclusive Education Policy and provincial Pre-Primary Program.
3. Effective the date of ratification of the Collective Agreement, employees will receive vacation pay in accordance with the chart below:

Years of Service	% Vacation Pay
0 – 4	4%
4+ – 10	6%
10+ – 20	8%
20+	10%

4. The Employer will reconcile July 2023 pay on the basis that employees worked their regular shift during the strike period. This does not include reimbursement of wages for the strike period.
5. Once the Wage Harmonization process has been completed, the Collective Agreement will be amended to ~~include the Base hourly rates for each classification.~~
6. CUPE agrees to communicate its unanimous recommendation of this tentative agreement to the membership.
7. CUPE agrees to direct the members to return to work on Monday, June 19, 2023. Pay will resume for CUPE members effective Monday, June 19, 2023.
8. CUPE maintains picketing activity, radio ads, social media communications and other publications until June 19, 2023. CUPE will ensure that picketing is respectful.

Signed on behalf of Halifax Regional Centre for Education:

*Tracy O'Keefe*

Name

June 14, 2023

Date

Signed on behalf of CUPE, Local 5047:

*[Signature]*

Name

June 14, 2023

Date

**Letter re: ECEs**

*This letter is to confirm the following, and such letter will be housed in the collective agreement to be signed by both parties at a date to be determined:*

March 8, 2023

CUPE Local 5047 (The Union) raised concerns related to Early Childhood Educators (ECEs) who work within the Pre-Primary program surrounding training and supports for members of this classification who require assistance supporting children with social/emotional or deregulation needs. Specifically, the Union wishes to ensure that there is a joint effort to best support ECEs and the diverse needs of children within our school communities that access the Pre-Primary program.

Through conversations in bargaining, there is an understanding that supports are available to ECEs, and the Employer is willing to discuss ways to facilitate reasonable training and supports to best support ECEs within the program. The Union and the Employer agree that the topic of training and supports available to ECEs will be a standing item for discussion at Labour Management Committee meetings during the life of this Collective Agreement. Further, where the Union provides reasonable notice of specific concerns with respect to this issue in advance of the Labour Management Committee meeting, the Employer will make reasonable effort to ensure that appropriate representatives attend said meeting for discussion on this issue.

**AGREED TO on behalf of the Halifax Regional Centre for Education**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AGREED TO on behalf of the Canadian Union of Public Employees, Local 5047**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter re: Supervisors**

**Halifax**  
Regional Centre for Education

July 14, 2023

Chris Melanson  
President  
CUPE Local 5047

Dear Mr. Melanson:

During this round of negotiations, the parties agreed to exchange a letter wherein the Halifax Regional Centre for Education (HRCE) will list the supervisors for each classification at the time of the signing of the Collective Agreement subject to the new Article 3.03; to be housed at the end of the Collective Agreement for ease of reference. Please see list below:

<b>Classification</b>	<b>Reports To</b>
African Nova Scotian Student Support Workers	Regional Coordinator of African Canadian Education Services
Assistive Technology Support Workers	Facilitator, Student Services
Child and Youth Care Practitioners	Para-Professional Development Lead
Early Childhood Educators (Lead)	Pre-Primary Supervisor
Early Childhood Educators (Support)	Pre-Primary Supervisor
Educational Program Assistants	School Principal
Library Support Specialists	School Principal
Mi'kmaw/Indigenous Student Support Workers	Regional Coordinator of Mi'kmaw Education & Services
Schools Plus Community Outreach Workers	Schools Plus Facilitators

Yours truly,

Charelle Maillet  
Lead Negotiator  
HRCE

---

**Human Resource Services**  
33 Spectacle Lake Drive  
Dartmouth, Nova Scotia B3B 1X7  
Telephone: (902) 464-2000  
Fax: (902) 464-2316