

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ANNAPOLIS VALLEY REGIONAL  
CENTRE FOR EDUCATION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3876**

**Effective 01 April 2021 to 31 March 2024**

**\*In the event of any discrepancy between this copy and the text of the original, signed agreement, the original agreement shall be deemed to be correct and binding.**

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

1.1 Both parties to this Agreement recognize that:

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

1.2 In this Agreement:

- (a) "Agreement" means this Collective Agreement between the Employer and the Union.
- (b) "Cafeteria Employees" means Head Cafeteria Workers and Cafeteria Workers.
- (c) "Continuous Employment" means an Employee's entire period of employment from Date of Hire to a Part-time or a Full-time position and includes Christmas, March and Summer breaks.
- (d) "CUPE" means the Canadian Union of Public Employees.
- (e) "Date of Hire" means an Employee's first day of work as a Part-time Employee or as a Full-time Employee.
- (f) "Day" means, except in Article 15.1(a), all days exclusive of Saturdays, Sunday and Holidays unless otherwise specified in this Article.
- (g) "Employee" means a Permanent (Full-time and Part-time), Probationary or Spare person in accordance with Article 3.
- (h) "Employer" means the Annapolis Valley Regional Centre for Education or its designated management.
- (i) "Full-time Employment" means employment based on the normal hours per day in a position by classification.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this Agreement.

- (k) "Part-time Employment" means employment based on less than the normal hours per day in a position by classification.
- (l) "Permanent Employee" means a Full-time or Part-time employee who has successfully completed the probationary period.
- (m) "Probationary Employee" means a newly hired Employee during the period of ninety (90) days of actual work from the Date of Hire into a vacant position.
- (n) "Probationary Spare Employee" means a spare employee who has not completed their probationary period.
- (o) "Spare Employee" means an Employee who is available to work and is employed on an "as needed" basis in accordance with Article 15, or has been appointed into a Term or Unfilled position and has completed the probationary period.
- (p) "Union" means the Canadian Union of Public Employees, Local 3876.
- (q) "Year" means the period commencing at 12:01 a.m. on August 1 and ending on July 31.
- (r) "School Year" means the school calendar as prescribed annually by the Department of Education and Early Childhood Development (and not to be less than 195 days per year).
- (s) "Temporary Position" is a position:
  - (i) vacated by an incumbent who is on paid or unpaid leave for an unknown period of time;
  - (ii) vacated by an incumbent who is on paid or unpaid leave for a known period of time of less than sixty (60) days;
  - (iii) that has been newly created, but not yet filled through the posting process;
  - (iv) work overload for short periods of time of less than sixty (60) days which may be extended with approval by the Union;
- (t) "Term Position" is an unfilled position vacated by an incumbent who is on unpaid leave, for a period of time greater than 60 days and the leave has a specified end date or a position created for a specific period of time.
- (u) "Unfilled Position" is a permanent position for which there is an incumbent.
- (v) "Vacant Position" is a permanent position for which there is no incumbent.

1.3 The Employer shall have the right to designate an alternate representative for any of the Employer's representatives in this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Union recognizes and acknowledges that it is the exclusive right of the Employer to manage its affairs and to direct the workforce and, unless this Agreement specifically and expressly provides otherwise and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, determine qualifications and classifications, assign work, determine hours of work, promote, demote, transfer, lay-off, discipline, suspend, or discharge for just cause any Employee covered by this Agreement;
  - (c) make and alter, from time to time, rules and regulations to be observed by Employees, these rules and regulations shall not be inconsistent with the express provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be first discussed at a meeting of the Labour Management Committee;
  - (d) determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirements to be used in providing these services;
  - (e) study or introduce new or improved methods or facilities, to determine the standard and quality of services to be provided, to determine schedules of work, the extension, limitation, curtailment or cessation of operations in whole or in part, and all other matters concerning the operation of the Employer's services not specifically restricted in this Agreement.
- 2.2 All Employees hired by the Employer for the geographical area served by the Employer may be reasonably assigned, from time to time, to a school, building or route which requires their services.
- 2.3 The Union acknowledges that from time to time its schools and buildings may be used after normal school hours for various functions and incidental custodial duties associated with these functions may be performed by persons other than Employees. Where the Employer determines that regular custodial duties are required, Employees will be used in accordance with the terms of this Agreement.
- 2.4 In order to provide job security to full-time and part-time Employees in the Bargaining Unit, the Employer agrees that, during the term of this Agreement, no work or services presently performed by full-time Employees or part-time Employees shall be contracted out, transferred, leased or assigned in whole or in part if such contracting out, lease, transfer or assignment would result in the lay-off or reduction of scheduled hours of work of any full-time or part-time Employee.

### **ARTICLE 3 – RECOGNITION**

- 3.1 The Employer recognizes the Canadian Union of Public Employees, Local 3876, as the sole and exclusive collective bargaining agent for a Bargaining Unit known as the Operational Support Bargaining Unit consisting of all Employees, but excluding those persons excluded by paragraphs (a) and (b) of subsection (2) of section 2 of the *Trade Union Act*, Revised Statutes of Nova Scotia, 1989 ("Bargaining Unit"). The current classifications include: bus driver with additional duties; head bus driver; bus driver; lead head mechanic, head mechanic; mechanic; apprentice mechanic; motor vehicle body repairer; head custodian; custodian; janitor; cleaner; head tradesperson; tradesperson; apprentice tradesperson; inventory clerk; general labourer; student labourer; general maintenance; head cafeteria worker; cafeteria worker; and school secretary within the geographical area previously known as the Hants West District School Board.
- 3.2 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 3.3 This Agreement applies to:
- (a) Permanent Employees;
  - (b) Probationary Employees; and
  - (c) Spare Employees.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement which is prohibited by the *Human Rights Act* (Nova Scotia) or the *Trade Union Act* (Nova Scotia).
- 4.2 Where a transfer is required in order to accommodate special needs of an Employee pursuant to the *Human Rights Act* (Nova Scotia), the Employer and the Union shall consult to seek an appropriate accommodation. Such a transfer may be implemented notwithstanding any other provision in this Agreement.

### **ARTICLE 5 - UNION SECURITY AND ACTIVITIES**

- 5.1 All Employees who are in a permanent position or who are classified as spare employees shall, as a condition of continued employment become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.
- 5.2 It is agreed that the Union and the Employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.

- 5.3 The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union outside of the Employer's regular work day.

#### **ARTICLE 6 - UNION DUES / CHECK-OFF**

- 6.1 The Employer shall deduct from every member of the Union in the Bargaining Unit, any monthly dues, initiation fees, and assessments levied in accordance with the Union constitution and by-laws.
- 6.2 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a copy of the names and classifications Employees from whose wages the deductions have been made.
- 6.3 The Union shall forward to the Employer a letter authorizing deductions for members for any assessments or changes in assessments before the Employer shall make such deductions. The Union shall ensure that all Employees so affected will be notified.
- 6.4 The Employer agrees to put the Union Dues deducted on the T-4's at the end of each year.
- 6.5 The Union shall indemnify the Centre for Education and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.

#### **ARTICLE 7 - NEW EMPLOYEES**

- 7.1 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 7.2 The Employer shall provide new Employees with a copy of the Collective Agreement. It is agreed that the printing of the Agreement will be cost-shared between the parties on a 50/50 basis and printed at a Union shop or a print shop as mutually agreed between the Union and the Employer.

#### **ARTICLE 8 - CORRESPONDENCE AND COMMUNICATION**

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

Director of Human Resources  
Annapolis Valley Regional Centre for Education  
P.O. Box 340  
Berwick, NS B0P 1E0

and addressed, in the case of the Union to:

Recording Secretary  
Canadian Union of Public Employees, Local 3876  
With a copy to the President of Local 3876

The Union shall notify the Employer of the Recording Secretary's and President's addresses.

- 8.2 Either party can change its address for notice and correspondence by giving fifteen (15) days notice to the other party.
- 8.3 The Employer shall twice annually on March 31<sup>st</sup> and September 30<sup>th</sup> provide to the Union a list, in electronic format, of all the employees in the bargaining unit. The list will include each employee's name, job title/classification, home mailing address, telephone numbers, and work e-mail. This list shall be used exclusively to contact Union members and to provide home mail-outs when necessary.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, term, or spare), and if the employee is on a leave of absence.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.1 The Employer and the Union shall, within thirty (30) days of the signing of this Collective Agreement establish a Labour Management Committee made up of not more than seven (7) Employees appointed by the Union and not more than seven (7) representatives appointed by the Employer.
- 9.2 The purpose of the Committee is to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining process between the parties or any relevant legislation, including *Freedom of Information and Protection of Privacy (FOIPOP) (Nova Scotia)*.
- 9.3 In this Agreement:
- (a) The Committee shall meet at least four (4) times per year and may meet on such other dates and times as may be mutually agreed upon. Dates and places will also be mutually agreed upon. Any meeting which is scheduled may be cancelled or rescheduled by mutual agreement.
  - (b) Subject to Article 9.2, any member of the Committee who wishes to have any particular matter discussed at any meeting of the Committee shall notify the Recording Secretary at least five (5) days before the date of the meeting and that subject will be added to the agenda for that meeting.
  - (c) The agenda of the matters proposed to be discussed at any meeting will be circulated to the parties for that meeting at least four (4) days prior to the meeting



but with the consent of the parties, any additional matter may be added to the agenda at the meeting. The agenda will be prepared and distributed to all committee members by the Recording Secretary appointed from the Human Resources Department. A standing agenda item will be to identify significant trends in Occupational Health and Safety across multiple worksites and to discuss and make recommendations to improve the health and safety practices affecting multiple worksites.

- (d) The Union shall be notified of the name, position and employment status (e.g. full-time, part-time, term, or spare), start date and work location of all employees hired into the bargaining unit.
- 9.4 The Committee shall determine its own procedure through mutual agreement of the parties.
- 9.5 The Employer and the Union shall each designate a Chairperson of the Committee and the representative of the Employer and the Union shall alternate presiding over the meeting. A Recording Secretary appointed from the Human Resources Department will prepare and distribute minutes to the other members of the Committee and the representative of the Union within fourteen (14) days following the meeting.
- 9.6 Each party shall be responsible for their own expenses. Any Employee who is a member of the Committee shall receive their regular pay for that day but shall not receive any premium or overtime pay in addition.

#### **ARTICLE 10 - UNION REPRESENTATION**

- 10.1 The Union may appoint a Collective Bargaining Committee which shall consist of not more than seven (7) Employees appointed by the Union. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. The Union members so selected shall not suffer any loss of regular pay or other benefits for time spent in meetings with the Employer on negotiations for a new collective agreement but no compensation for any time outside regular working hours will be paid for time spent in such meetings which are conducted in other than regular working hours.
- 10.2 In this Agreement:
- (a) The Employer shall have the right within a reasonable time to have the assistance of persons from outside its employ when negotiating with the Union; and
  - (b) The Union shall have the right within a reasonable time to have the assistance of a National Representative of the Union when dealing with or negotiating with the Employer.
- 10.3 For purposes of Collective Bargaining, the Employer shall make available to the Union, on request, job descriptions, positions in the bargaining unit, job classifications, wage rates and pension and benefit plans.

- 10.4 On the signing of this Agreement, the Union shall provide the Employer with a list, in writing, of all Union officers and Stewards and their terms of office and shall advise, within fifteen (15) days, of any changes to that list. On the signing of this Agreement, the Employer shall supply the Union with a list of supervisory personnel with whom the Union may be required to transact business and shall advise the Union, within fifteen (15) days of any changes to that list.
- 10.5 The Employer shall provide a bulletin board at each worksite for the posting of Union notices.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

### 11.2 Employee Grievances

- (a) Employee grievances shall be processed in the following manner:

#### Step 1

The Employee shall discuss the matter complained of with the Employee's Immediate Supervisor (or designate) within ten (10) days of the initial occurrence of the event giving rise to the grievance. The Immediate Supervisor (or designate) shall render a decision within five (5) days of discussing the matter with the Employee.

#### Step 2

- (i) If the matter is not resolved informally at Step 1, the aggrieved Employee, shall have an Executive Member or a Union Steward submit the grievance in writing to the appropriate Coordinator of Human Resources.
- (ii) The grievance must be submitted within seven (7) days of the date of reply of the Supervisor or the day by which the Supervisor should have replied in Step 1. The grievance shall bear the signature of the Employee, and shall provide a summary of the facts giving rise to the grievance, an identification of the specific article(s) of the Agreement alleged to have been violated and a description of any relief sought.
- (iii) The appropriate Coordinator of Human Resources shall arrange to meet with the employee, accompanied by a Union Representative, and reply in writing to the grievance within ten (10) days from the date upon which it was received.

### Step 3

- (i) Failing satisfactory settlement within ten (10) days after the grievance was submitted under Step 2, the grievance shall be submitted in writing to the Director of Human Resources.
  - (ii) Within ten (10) days, the Director of Human Resources shall reply in writing to the grievance.
  - (iii) Within ten (10) days of receipt of the grievance, the Director of Human Resources shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present the grievor, the Steward, the President of the Union, the representative of the Union, the Immediate Supervisor and the Director of Human Resources and such other persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
  - (iv) If the matter is not resolved at Step 3 of the grievance procedure, the Union may refer the grievance to arbitration pursuant to Article 12.
- (b) Failure to have a Union Official present at any step of the grievance procedure will not invalidate the grievance.
- (c )
- (i) Where more than one employee wishes to file a grievance concerning the interpretation, application, administration, or violation of this agreement, and where the individual employee circumstances being grieved are identical, then the Employer and the Union may mutually agree to process the individual grievances as a group grievance.
  - (ii) If the Director of Human Resources and the President of CUPE Local 3876 mutually agree to proceed with the individual grievances as a group grievance, then the group grievance shall go forward to Step 3 of the process.
  - (iii) If the Director of Human Resources and the President of CUPE Local 3876 fail to reach mutual agreement, then the individual grievances shall go forward as individual grievances, at Step 2 of the process.

### 11.3 Union or Employer Grievance

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation) by one or the other party to the Director of Human Resources or the President of the Union Local as the case may be within ten (10) days of the event giving rise to the grievance:
  - (i) Within ten (10) days, the Director of Human Resources shall reply in writing to the grievance;

- (ii) Within ten (10) days of receipt of the grievance, the Director of Human Resources shall arrange and hold a meeting to discuss the grievance and at such meeting there shall be present such persons as the parties may mutually agree shall be in attendance and both parties shall act reasonably in this regard; and
  - (iii) If no satisfactory settlement is reached within ten (10) days upon receipt of the grievance, it may be submitted by the grieving party to arbitration pursuant to Article 12.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for Employees.

**11.4 In this Agreement:**

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

**11.5 The Employer shall supply the necessary facilities for the grievance meetings.**

**11.6 In this Agreement:**

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select Stewards (and alternates);
- (b) Each Steward has his regular work to perform on behalf of the Employer. Notwithstanding the foregoing, if it is necessary to process a grievance during regular working hours, a Steward will do so as expeditiously as possible;
- (c) A Steward shall obtain the permission of his Immediate Supervisor before leaving his work to perform his duties as a Steward, such permission not to be unreasonably withheld;
- (d) The Steward, where appropriate, shall report back to his Immediate Supervisor before resuming the normal duties of his position after he has completed his duties as a Steward; and

- (e) Employees who are Stewards shall not suffer any loss of pay or benefits as a result of time spent on their duties during regular working hours, but there shall be no compensation to Employees who are Stewards for time spent on their duties outside regular working hours.

**11.7 Where the parties have been unsuccessful in resolving the matter through the grievance procedure, the parties may jointly submit the matter to the Department of Labour and Advanced Education's Grievance Mediation Program, or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after the grievance mediation.**

## **ARTICLE 12 - ARBITRATION**

- 12.1 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.
- 12.2 In this Agreement, the Union and the Employer shall endeavour to use a single arbitrator.
- (a) The party wishing the grievance to go to arbitration shall within ten (10) days of the reply in the last step of the grievance procedure submit three names to the second party. The second party shall agree to one (1) arbitrator or submit three (3) different names.
  - (b) If, within ten (10) days no arbitrator has been agreed upon, then the parties shall either mutually agree to request the Minister of Labour for the Province of Nova Scotia to select the sole arbitrator, or refer the matter to a Board of Arbitration and name their nominees within two (2) days.
  - (c) The two (2) nominees shall attempt to select a third person by agreement to act as a Chairperson of the Board of Arbitration, but if they are unable to agree upon a Chairperson within ten (10) days, either nominee may request the Minister of Labour for the Province of Nova Scotia to select a Chairperson.
- 12.3 The single Arbitrator or the Board of Arbitration once constituted shall rule on the grievance and render its decision as expeditiously as possible but in any event no later than one (1) month from the date of the end of the arbitration hearing or within such longer times as may be mutually agreed upon by the parties.
- 12.4 Should the parties disagree as to the meaning of the decision of the Board of Arbitration, either party may apply to the single Arbitrator or to the Chairperson of the Board of Arbitration to reconvene to clarify but not to change the decision. The single Arbitrator or the Board of Arbitration shall then convene by telephone conference at the earliest possible date to hear the submissions of the parties and shall then, where required, issue a supplementary award clarifying its decision.
- 12.5 The decision of the majority shall be the decision of the Board of Arbitration. Where there is a single Arbitrator, the decision of the single Arbitrator shall be the decision. The

decision of the single Arbitrator or the Board of Arbitration shall be final, binding and enforceable on all parties.

- 12.6 The single Arbitrator or the Board of Arbitration shall not have the power to alter, and, modify, change or make any decision inconsistent with the provisions of this Agreement. Except where this Agreement provides for a specific penalty, the single Arbitrator or the Board of Arbitration shall have the power to substitute the penalty imposed by the Employer with respect to any discipline imposed by the Employer.
- 12.7 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one-half (½) of those fees and expenses of the chairperson not covered by the provincial Department of Labour.
- 12.8 The single Arbitrator or the Board of Arbitration may determine its own procedures, but shall give full opportunity to both parties to present evidence and make representations to it. The single Arbitrator or the Board of Arbitration shall hear and determine the difference or allegation and render a decision as expeditiously as possible after the Chairperson is appointed.
- 12.9 The parties agree that statements made by a member of the Union at any meeting of the Union shall not be used in grievance or arbitration proceedings.
- 12.10 The Employer shall continue the normal wages and benefits of:
- (a) Employees called as witness at an arbitration prescribed by this Agreement; and
  - (b) Such Employees necessarily present at a meeting with the Employer, or its representatives, to discuss grievances.

### **ARTICLE 13 - DISCIPLINE**

- 13.1 The Employer reserves the right to discipline, demote, suspend or discharge Employees for just cause.
- 13.2 In the event that the Employer disciplines an Employee in writing, the Employee shall be provided with a copy of such written disciplinary action. In accordance with Section 27, subsection (k) of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*, an Employee may authorize in writing the Employer to advise a representative of the Union of the disciplinary action taken.
- 13.3 In this Agreement:
- (a) An employee shall have the right to have an Executive Member or a Steward present at a meeting called by the Employer for disciplinary purposes. Where circumstances require the immediate imposition of discipline and an Executive Member or a Steward is not readily available, every reasonable effort shall be made to have a member of the Local Union Executive present. In the event that a Union member refuses the right to have an Executive Member or a Steward present, the

Employer shall have the Employee sign a release to that effect which shall be copied to the Union.

- (b) An interview for disciplinary purposes shall be understood to mean an interview convened for the purpose of a written warning, reprimand, a suspension or the dismissal of an Employee. Any interview which does not intend any of the aforementioned procedures shall not be considered a meeting for disciplinary purposes.
- (c) **The Employer will make every reasonable effort to provide notification of meetings pursuant to this Article to the affected employee at least twenty-four (24) hours prior to the meeting. At the time of notification, the employee shall be provided with the reason(s) for the meeting. If the employer deems the situation to be of a serious nature/incident, they will notify the union and employee immediately and the twenty-four (24) hour notice will be waived.**

13.4 Whenever the Employer deems it necessary to censure an Employee in writing in a manner indicating that dismissal may follow any further infraction or, may follow, if such Employee fails to bring their work up to a required standard by a given date, the Employer shall give written particulars of such censure to the Employee involved. In accordance with Section 27, subsection (k) of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*, an Employee may authorize in writing the Employer to advise a representative of the Union of the disciplinary action taken.

13.5 Where it is determined, through the grievance process that an Employee has been unjustly disciplined, suspended or discharged, the Employer shall forthwith compensate the Employee for any amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement.

13.6 Records of any discipline shall be removed from the Employee's file if, within the subsequent twenty-four (24) months of work, there has been no further discipline of the same or of a similar nature. When a record of discipline has been on an Employee's file for more than eighteen (18) months, the Employee may request the record to be removed from the Employee's file and the Employer may agree or not agree to such request.

13.7 In this Agreement:

- (a) An Employee who operates an Employer-owned motor vehicle in the course of their employment is obligated to advise the immediate supervisor immediately of any motor vehicle infraction for which they are charged while operating an Employer-owned motor vehicle under the *Motor Vehicle Act, Criminal Code of Canada* or the *Summary Proceedings Act*;
- (b) An Employee covered by this Agreement, while operating an Employer-owned motor vehicle, who becomes involved in any collision or accident with such motor vehicle may be suspended, with or without pay, until an investigation has been completed. Where the Employee is found not responsible for such accident, the Employee will be fully reinstated and will receive all back pay and full seniority rights retroactive from the date of the suspension;

- (c) An Employee who operates an Employer-owned motor vehicle as a regular part of their duties shall immediately advise their immediate supervisor if the Employee's license to operate a motor vehicle is suspended or cancelled; and
- (d) An Employee who operates an Employer-owned motor vehicle as a regular part of their duties who is convicted of an offence under the *Criminal Code of Canada* relating to the operation of a motor vehicle is subject to dismissal by the Employer and in any grievance or arbitration proceedings, the single Arbitrator or the Board of Arbitration shall have no right to substitute any lesser penalty.

#### **ARTICLE 14 - OFFICIAL EMPLOYMENT FILES**

14.1 Official Employment files maintained by the Human Resources Department will include information such as:

- Completed Performance Appraisals
- Letter of Offer
- Copies of educational & licensing upgrading
- Any confidential correspondence
- Letters of commendation and discipline
- TD1 forms
- Date of commencement of employment
- Job Classification
- Insurance, Benefit and Pension coverage forms

14.2 An Employee may make an appointment for a meeting with the Coordinator of Human Resources to review the Employee's file(s). Such appointment shall be during normal Employer office hours. The Employee shall be entitled, to make a copy of any information contained in the file(s). Further, the Employee shall have the right to reply in writing to any document placed in the file(s) and such reply shall become a part of the Employee's record.

#### **ARTICLE 15 - SPARE EMPLOYEES**

15.1 Notwithstanding any other provision in this Agreement, the following provisions shall apply to Spare Employees:

- (a) A Spare Employee shall be on probation until the Spare Employee has worked the equivalent of ninety (90) days of the normal work hours for the classification. The time served as a job share partner by a newly hired Employee will be considered as time toward completion of the probationary period to become a spare;
- (b) During this probationary period or at the conclusion of the probationary period, the Employer shall either dismiss the Spare Employee or shall issue to the Employee a letter, copied to the Union, indicating that the Employee has successfully completed the probationary period;



- (c) During this probationary period, a Spare Employee shall be employed at the discretion of the Employer and may be dismissed without cause;
- (d) If a Spare Employee is dismissed after completing the probationary period to become a Spare Employee, the Employer must prove just cause;
- (e) Spare Employees shall be called to work on a rotational basis from the official spare list for **worksites**. The rotation will continue from day to day, except in instances where it is known that the absence will be greater than **ten (10) days**, at which time the call in will start at the beginning of the list for the duration of the said absence. The normal rotation will resume following the placement of the Spare for the absence of greater than **ten (10) days**;
- (f) Following successful completion of the probationary period, the Spare Employee shall be placed on the Spare Employee seniority list with written notification to the Union;
- (g) Seniority for a Spare Employee shall be effective from the date of completion of the probationary period;
- (h) Upon being appointed to a Permanent Full-time or Permanent Part-time position, the seniority for a Spare Employee shall be effective only from the date of the appointment to the Permanent Full-time or Permanent Part-time position;
- (i) A Spare Employee shall lose seniority rights as a Spare Employee for any of the reasons outlined in Article 16.3, or, seniority rights for a Spare Employee will be lost if the Spare Employee is unavailable without good or sufficient cause, the Spare Employee does not keep the Employer informed of the Employee's current contact information;
- (j) A Spare Employee is entitled to:
  - (i) earn and use sick leave credits as per Article 27.9.
  - (ii) be paid holidays in accordance with Article 26 if the Spare Employee has received or is entitled to receive pay from the Employer at least fifteen (15) days in the thirty (30) calendar days prior to the holiday and must have worked the Employee's scheduled work day immediately preceding and immediately following the holiday.
  - (iii) vacation pay at 4% of wages, and 6% after eight (8) years.
  - (iv) the rate of pay for the classification in accordance with Schedule A.
  - (v) all rights and benefits in accordance with the Notes of Schedule A.
- (k) Notwithstanding Article 15.1 (h), 15.1 (j), Article 27.9, and Article 28, Employee benefits do not apply to Spare Employees.

- (l) Spare Employees who have not worked in a **three (3) month** period shall be removed from the official Spare list and the Spare Seniority list (if applicable) **with the exception of medically supported reasons or prior approval from Human Resources.**
- (m) Spare Employees who have completed their probationary period to become a Spare Employee who are hired into a vacant position will serve a forty-five (45) day trial period.

**ARTICLE 16 - SENIORITY**

- 16.1 (a) Seniority is defined as an Employee's length of continuous service with the Employer (including service with the predecessor District School Boards), since the Employee's most recent effective date of hire into a permanent position.
- (b) Continuous service means no break in service due to resignation, retirement, or termination.
- 16.2 (a) The Employer shall maintain two seniority lists:
  - (i) one for Permanent and Probationary Employees and one for Spare Employees showing the date upon which the Employee's service with the Employer commenced, and
  - (ii) Individual lists by classification for Spare Employees showing the date on which seniority is effective for Spare Employees.
- (b) Where two or more Employees commenced work on the same date, the higher seniority shall be given to the Employee whose Employee Number is the lowest.
- (c) A tentative seniority list based on seniority as of 31 December shall be provided to the Union and posted at the appropriate worksites by 15 January of each year.
- (d) The Union and any Employee shall have until thirty (30) days after receipt of said seniority list being posted to challenge the accuracy of the seniority list.
- (e) By 01 March of each year a verified seniority list shall be posted and it shall be deemed to be accurate.
- 16.3 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:
  - (a) the Employee is discharged for just cause and not reinstated;
  - (b) the Employee resigns and does not withdraw their resignation within forty-eight (48) hours;

- (c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to the Employee by registered mail, but, if within the seven (7) day period, the Employee notifies the Employer of their intention to accept such recall, the Employee shall then be allowed two (2) weeks, if employed elsewhere, from the date of such notice of acceptance to report for duty as set forth above. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and telephone number;
- (d) the Employee is laid off for more than two (2) years;
- (e) the Employee is laid off before completing the probationary period;
- (f) the Employee is not able to return to their position because of illness or injury after two (2) years from the final payment of salary and wages by the Employer;
- (g) the Employee retires; or
- (h) the Employer has been unsuccessful in contacting the Spare Employee for work in accordance with Article 15.1 (i).

## **ARTICLE 17 – CLASSIFICATION**

- 17.1 The job descriptions for all classifications shall be as determined by the Employer from time to time.
- 17.2 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.
- 17.3 Classifications shall not be eliminated without the union receiving at least ninety (90) days notice.
- 17.4 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**

- 17.5 **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 classification 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 with the Region/CSAP to the members of the Classification Review 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:**
  - required duties;**
  - standardized title; and**
  - 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 a 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 the 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 a consensus on a wage rate it may be referred to arbitration for final determination by a mutually agreed upon arbitrator. Prior to an arbitration the parties may participate in mediation through the Department of Labour, Skills and Immigration.**
- (h) 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.**

- (i) **The arbitration costs will be shared equally between the parties.**

## **ARTICLE 18 - HOURS AND DAYS OF WORK**

18.1 The normal hours and days of work for Full-time Employees by classification shall be:

- (a) **Bus Driver with Additional Duties:** Eight (8) hours per day, five (5) consecutive days per week scheduled Monday through Friday, inclusive with all work scheduled between the hours of **6:00 a.m. and 5:30 p.m.** for 195 days;
- (b) **Bus Driver:** Five (5) hours per day, five (5) consecutive days per week scheduled Monday through Friday, inclusive with all work scheduled between the hours of 6:00 a.m. and 5:30 p.m. for 195 days. Notwithstanding the foregoing, under special circumstances, the Employer may hire a Bus Driver for more than five (5) hours per day;
- (c) **Head Custodian, Custodian, Janitor, General Maintenance, Cleaner:** Subject to Article 18.3, eight (8) hours per day scheduled five (5) consecutive days per week scheduled Monday through Friday;
- (d) **Head Bus Driver, Motor Vehicle Body Repairer, Tradesperson, General Labourer, Student Labourer, Inventory Clerk, Apprentice Tradesperson:** Subject to Article 18.3, eight (8) hours per day scheduled five (5) consecutive days per week scheduled Monday through Friday, inclusive with all work scheduled between the hours of 6:00 a.m. and 5:30 p.m.
- (e) **Lead Head Mechanic, Head Mechanic, and Mechanic:** Subject to 18.3, eight (8) hours per day scheduled five (5) consecutive days per week scheduled Monday through Friday, inclusive with all work scheduled between the hours of **5:30 a.m to 9:00 p.m.**
- (f) **School Secretary:** Up to seven and one half (7.5) hours per day scheduled five (5) consecutive days per week, Monday through Friday inclusive, with all work normally scheduled between the hours of **7:30 a.m. and 5:00 p.m.** School secretaries will be paid for two hundred and five (205) work days, normally composed of one hundred and ninety-five (195) school days plus a **total of ten (10) days to be divided between prior to the start of and after the end of the school year. The schedule will be approved by the Director of Human Resources or designate.**
- (g) **Cafeteria Employees:** Up to seven (7) hours per day scheduled five (5) consecutive days per week, Monday through Friday inclusive, with all work normally scheduled between 7:00 a.m. and 3:30 p.m.

18.2 For Employees in the classifications referred to in Articles 18.1 (c), 18.1 (d), **18.1 (e)** and 18.1 (f), the Employer shall have the right, following meaningful consultation with the Union, to establish other hours of work or to provide that Saturday may be a regularly scheduled day of work provided that such arrangements are required to accommodate the

use of schools or other buildings of the Employer on Saturdays or to service vehicles of the Employer and, further, to establish other work arrangements as may be required from time to time provided such work arrangements are for an extended period of time of at least thirty (30) days, or other arrangements as mutually agreed between the parties.

- 18.3 On the day of each month on which a regular, special or deferred meeting of the Union is scheduled, scheduled work shall cease not later than 6:00 p.m., except in cases of emergency and in cases of Employees working evening or night shifts.
- 18.4 Bus Drivers (including Bus Driver with Additional Duties and Head Bus Drivers) may be required to do supplementary driving during the school day provided, where possible, the Employee is provided with a minimum of twenty-four (24) hours notice.
- 18.5 An Employee required to attend an in-service shall be paid for the regularly scheduled hours of work for that day.
- 18.6 An Employee cannot work in more than one position such that the normal working hours for the combined positions exceed eight (8) hours per day or forty (40) hours per week.
- 18.7 **Based on operational needs, a term janitor position may be created for Saturday and/or Sunday. This may be combined with other part-time positions not to exceed forty (40) hours/week.**
- 18.8 Permanent Part-time Employees will have the opportunity to fill temporary positions in their classification, at their worksite, on a daily basis, up to the Full-time hours of the position before any Spare Employee is called.
- 18.9 Notwithstanding Article 18.8, for known absences of 10 days duration or more, Permanent Part-time Employees may have the opportunity to fill temporary positions in their classification, up to the Full-time hours of the position before any Spare Employee is called, provided that both positions report to the same immediate supervisor.
- 18.10 All Permanent Full-time and Part-time Employees employed on a school year basis (but excluding Cafeteria Employees) will be scheduled by the Employer for at least one hundred and ninety-five (195) days per school year (pro-rated where applicable).
- 18.11 All other work arrangements not herein mentioned shall be mutually agreed upon by the Employer and the Employee and the Union.

## **ARTICLE 19 – BREAKS**

19.1 In this Agreement:

- (a) All Employees, who work a shift of seven (7) hours or more, shall have an unpaid lunch break from a minimum of thirty (30) minutes to a maximum of (1) hour per day and two (2) fifteen (15) minute paid rest periods at times designated by the Employer during their shift.

- (b) **All Employees who work a shift of six (6) hours or more shall have an unpaid lunch break of thirty (30) minutes and one (1) fifteen-minute paid rest period at times designated by the Employer during their shift.**
  - (c) **Employees working four (4) hours or more are entitled to one (1) fifteen (15) minute rest period at a time designated by the Employer during their shift.**
  - (d) **All meal and rest periods are non-cumulative, that is, they normally must be used at the designated time(s) or they will be lost.**
- 19.2 **Applicable Employees shall be allowed five (5) minutes wash-up time before lunch period and before quitting time.**

## **ARTICLE 20 - OVERTIME**

- 20.1 **Overtime shall mean overtime authorized or pre-approved by the immediate supervisor. If, for a legitimate reason, it is not possible to gain pre-approval, then the immediate supervisor must verify the time worked as approved overtime.**
- 20.2 **In this Agreement:**
- (a) **All time which an Employee is required by an immediate supervisor to work beyond the normal work day, normal work week as defined in Article 18 - Hours and Days of Work, or on a Holiday shall be considered as overtime;**
  - (b) **Employees shall be paid overtime rounded off to the nearest fifteen (15) minute period of overtime worked.**
- 20.3 **Employees who work overtime shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the time worked.**
- 20.4 **Overtime and call out time shall be divided among Employees who are willing and qualified to perform the available work.**
- 20.5 **An Employee who is called out to work outside their regular working hours in unusual or emergency circumstances shall receive a minimum of four (4) hours of pay at the Employee's regular rate of pay. Should an Employee be called out during the original call out (first four (4) hours) to the same facility for the same reason, the Employee will be compensated for the hours worked beyond the first four (4) hour period at the overtime rate. It is agreed that should there be a subsequent call out after four (4) hours have elapsed from the original call out the Employee shall be entitled to an additional call out in accordance with this agreement.**
- 20.6 **Call outs under this Article which fall in between the times of a bus driver's regular time of start and regular time of finish are not call outs under this Article.**
- 20.7 (a) **Normally overtime will be paid as it is earned, however, Employees may, with the approval of the Employer, accumulate hours to be taken as time-in-lieu. An**

Employee may bank up to a maximum of ten (10) days at any time during the-year for time-off in lieu of pay for overtime hours worked. The Employer may place a limit on the total number of days taken as time-in-lieu during the year. Such time-in-lieu will normally be taken during the year in which it was earned.

- (b) Bus drivers may, with the approval of the Employer, bank up to a maximum of ten (10) days per year for time-off in lieu of pay for extra-curricular student trips in accordance with Article 20.8.
- (c) Employees shall be entitled to carry over the overtime banks from year to year.

20.8 Notwithstanding any other provisions of this Agreement, the Union agrees that for extra-curricular student trips, all time will be at the regular hourly rate.

20.9 Permanent bus drivers will have the right to any extra curricular or co-curricular trips in rotation beginning with the most senior bus driver who puts their name on the list provided that the bus driver is able to complete the normally scheduled bus runs.

- (a) Notwithstanding the above, extra or co-curricular trips on non-instructional days shall be offered to permanent bus drivers who have signed up, on the basis of their seniority, and the drivers shall be paid for any additional time beyond their regular day. If additional permanent or probationary drivers, are required, they will be assigned in reverse order of seniority.

In the event that additional drivers are needed the trips may be offered to spare bus drivers.

- (b) Payment for these hours shall be for additional hours worked above the hours of their position at their regular rate of pay.

20.10 All employees covered by this Agreement who are required by the employer to travel in the performance of their duties in their own vehicle shall be reimbursed for travel in accordance with the Employer's Travel and Expense Reimbursement Policy.

- (a) During the term of this agreement, the minimum metrage allowance will be the government rate.
- (b) Employees who are required to use their own motor vehicle of a type commonly called a van or pick-up truck shall be reimbursed in accordance with the Employer's Travel and Expense Allowance Policy plus \$0.06 per kilometre.

20.11 (a) Reimbursement for breakfast, lunch, and dinner shall be paid in accordance with the government rate. Receipts will be required for reimbursement.

- (b) Reimbursement for meals shall be paid to bus drivers for extra-curricular trips as follows:

- (i) Lunch: Trip must commence by 11:30 a.m. and must extend to 1:30 p.m. or later, and



- (ii) Dinner: Trip must commence by 4:30 p.m. and must extend to 6:30 p.m. or later.
  - (c) If exceptional circumstances require an Employee to work through the noon meal period to attend a meeting or inservice called by the Employer and no opportunity is provided for the Employee to eat, then the Employee will be reimbursed for said meal in accordance with Clause 20.10 (a) and a receipt will be deemed to have been submitted. Receipts will be required for reimbursement.
  - (d) Overnight accommodations will be provided as necessary on out of town trips. Receipts will be required for reimbursement.
- 20.12 The appropriate reimbursement for meals will be paid if an Employee is required to work overtime for a period in excess of two (2) hours.
- 20.13 Pay for overtime or special trips shall be received by Employees in the next pay following the overtime report being submitted by the Employee to the Employer, always providing that such reports are submitted to the Employer at least three (3) full working days prior to the applicable payroll input data days.
- 20.14 An Employee will not be laid off during regular hours to equalize any overtime worked.

#### **ARTICLE 21 - STORM DAYS AND NON-INSTRUCTION DAYS**

- 21.1 Employees shall not be expected to report to work on System-wide Shutdown Days when all schools and worksites are closed. Employees shall not suffer any loss of pay or benefits.
- (a) On a day when there is a closure of schools, Employees who normally work the day shift will report to work at 8:00 a.m. Employees will then work their regular hours.
  - (b) On a day when there is a closure of schools, Employees who normally work the evening shift (Janitors, Head Custodians) will report to work at 12:00 noon or the delayed opening time, whichever is the later. Employees will then work their regular hours.
  - (c) On a day when there is a closure of schools and it is announced that there is a delayed opening for worksites, Employees scheduled to work will report to work at the stated delayed start time and work the remainder of their shift.
  - (d) On a day when there is a closure of worksites after the Employee's workday has begun, then the Employee will end their workday and return home. The Employees who have not yet begun their workday will not report to work on that day.
- 21.2 In the case of severe local conditions when a closure of all schools and worksites in one county of the Region has been announced, then Employees in that county shall not be expected to report to work. Employees shall not suffer any loss of pay or benefits.

21.3 Notwithstanding Article 21.1 and 21.2, where Employees are not required to provide services to students because students are not in school because of weather or because instruction is not being provided to students, Employees shall be expected as follows:

- (a) **Janitor, Head Tradesperson, Tradesperson, General Maintenance, General Labourer, Bus Driver with Additional Duties, Head Bus Driver, Head Mechanic, Mechanic, Motor Vehicle Body Repairer, Inventory Clerk, Head Custodian, Custodian, Apprentices, School Secretary, Cafeteria Worker and Head Cafeteria Worker:** to attend work and perform designated duties on such days;
  - (i) If an employee cannot report for work because of storm conditions, the lost time shall be treated as a leave with pay if approved by the Coordinator of Human Resources.
  - (ii) If an employee reports to work late as a result of storm conditions but works for more than half of the regular shift, the employee will not lose pay or benefits for the time missed.
  - (iii) Prior to the commencement of the shift, the employee shall call the supervisor to advise if they will be late or unable to report to work.
  - (iv) If an employee does not report to work on a storm day when Regional Office is not closed, then the employee may use time in lieu of overtime, flextime or vacation leave with the approval of the Coordinator of Human Resources.
- (b) **Bus Driver:** if directed by the Employer, to attend training and/or development sessions.

21.4 (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 resignation is operationally practical, reasonable and otherwise safe.**

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

## ARTICLE 22 - LAYOFF AND RECALL

- 22.1 (a) The Employer shall provide the Union at least thirty (30) calendar days' notice of reductions which may result in the permanent layoff of any Regular Full-time or Part-time Employees in the bargaining unit.
- (b) The Employer and the Union will engage in consultation to attempt to minimize any adverse effects of the reduction on Regular Full-time or Part-time Employees in the Bargaining Unit. This may include revisions to the current displacement/layoff provisions where mutually agreed.
- 22.2 A layoff may be temporary, indefinite or permanent.
- 22.3 In the event of layoffs, Employees shall be laid off on a per classification basis in the reverse order of their seniority. Employees in the Tradesperson classification shall be laid off within the trade in the reverse order of seniority (for example: carpenters, burner mechanics, electricians, HVAC technicians, plumbers, mechanics, motor vehicle body repairer).
- 22.4 An Employee who is laid off shall be entitled to displace the least senior Employee in another classification provided the Employee is immediately able to fully and competently perform the remaining work. Notwithstanding the foregoing, no Employee is entitled to displace another Employee if, through displacement, the Employee would have more scheduled hours of work than the Employee had prior to the lay-off of the Employee.
- 22.5 Unless legislation is more favourable to the Employee, the Employer shall notify an Employee who is to be laid off ten (10) working days prior to the effective day of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available. The notice provided for in this Article shall not extend to nor be provided to an Employee who is "displaced" in accordance with the preceding provisions of this Article.
- 22.6 Employees shall be recalled to work in their order of seniority, provided they are, immediately able to fully and competently perform the work. No new Employee shall be hired until all Employees on layoff have been given their right of recall.
- 22.7 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- 22.8 If there are Bargaining Unit members on recall in classifications and consideration is being given to contracting out the work of those same classifications, the Union will be given the opportunity for consultation.
- 22.9 **Employees who have been recalled from layoff shall have all of their seniority, service and accrued sick bank that was accumulated up to date of layoff, reinstated. This applies only to employees recalled during the first twenty-four (24) month period immediately following the date of layoff.**

## **ARTICLE 23 - PROBATIONARY EMPLOYEES IN PERMANENT/TERM POSITIONS**

- 23.1 Notwithstanding any other provision in this Collective Agreement a newly hired Employee hired into a permanent or term position shall be on probation for a period of one hundred and thirty-five (135) days of actual work from the date of hire into the permanent or term position ("Probationary Employee") and shall be subject to the following terms and conditions:
- (a) The probationary period may be extended by mutual agreement between the Employer, the Union and the Employee;
  - (b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee for ongoing employment with the Employer and at any time during the Probationary Period, the Employee may be terminated immediately by the Employer;
  - (c) The probationary period shall include time worked in a term position, if the employee in the term position is the same employee selected into said position without a break of service following a posting in accordance with Article 24;
  - (d) A Probationary Employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Agreement;
  - (e) A Probationary Employee shall be obliged to pay membership dues to the Union during any probationary period;
  - (f) The seniority of a Probationary Employee shall, on successful completion of the probationary period, revert back to their date of hire into the vacant position;
  - (g) A Probationary Employee is entitled to be credited with sick leave at the same rate as any other Employee during the probationary period but must repay all sick leave taken if the Employee does not successfully complete the probationary period;
  - (h) Probationary Employees shall have the right to grieve. If a Probationary Employee is disciplined or dismissed for performance, it shall be deemed to be for just cause and the Board of Arbitration or Single Arbitrator shall not have the power to substitute any lesser discipline or penalty, provided that said Employee received an oral evaluation at thirty (30) days, a written evaluation at sixty (60) days and a final written evaluation prior to the expiration of the probationary period;
  - (j) For Probationary Employees in permanent or term positions, pay and benefits shall be in accordance with the Notes of Schedule A.

## **ARTICLE 24 - JOB POSTING**

- 24.1 All vacant, unfilled, and term positions within the Bargaining Unit shall be posted for a **minimum of five (5) days.**

- (a) If the position is not filled by a Permanent, Probationary or Spare Employee, the Employer may then, in compliance with the Annapolis Valley Regional Centre for Education Employment Equity Policy, consider the applications from persons outside the bargaining unit.
- 24.2 The job posting shall contain the nature of the vacant, unfilled or term position, location (if applicable), the qualifications required, the duration and/or possibility of extension of a term position, and a notation that wage rates are as per the current Collective Agreement. Every reasonable effort will be made to post positions such that they may be filled prior to the current incumbent's last day of employment.
- (a) Should an Employee, due to exceptional medical circumstances, request, and be granted, the opportunity to return to their former position, then the Employee in the Term Position shall be given a five (5) day written notice. Notwithstanding Article 22.5 this notice may cause five (5) days notice for each of the Employees in the subsequent positions affected by said Employee's absence.
- 24.3 For a period of up to twenty (20) days from the date of the close of applications for a vacant, unfilled or term position within the Bargaining Unit, the Employer shall have the right to fill the position on a temporary basis until an appointment is made.
- 24.4 In filling a vacant, unfilled or term position, the Employer will proceed as follows **based on the employment status of the applicant:**
- (a) **For positions that would be considered a lateral move for the applicants, including increased hours, decreased hours/duties, but excluding increased and/or significantly different duties/responsibilities:**
    - i. **The Employer shall offer the position to the most senior permanent employee currently in the classification or in a higher classification in a similar role.**
    - ii. **If there is not an application from a permanent employee, the Employer shall next offer the position to the most senior probationary employee currently in the same classification.**
  - (b) **For positions that would be considered as advancements for the applicants, the position has increased and/or significantly different duties/responsibilities:**
    - i. **The Employer shall consider the most senior permanent employee who has the required qualifications and is not currently in a position with similar duties/responsibilities and successfully completes an on-site evaluation/skills assessment.**
    - ii. **If there is not an application from a permanent employee, the Employer shall next consider the most senior probationary employee who has the required qualifications and successfully completes an on-site evaluation/skills assessment.**
  - (c) **It is understood that in considering seniority per article 24.4 (a) & (b), it shall be applied among the overall pool of applicants for the position**

- (d) **If there is not an application from a permanent or probationary employee, the Employer shall next consider the most senior spare employee in the classification.**
  - (e) **If there is no permanent, probationary or spare applicant, then the Employer may then, in compliance with the Employment Equity provisions, consider the applications from persons outside the bargaining unit.**
  - (f) **Notwithstanding the provisions of Article 24.4, a probationary employee is not eligible for term positions.**
- 24.5 The Employer may advertise Bargaining Unit vacancies outside the Bargaining Unit concurrently with the internal posting process described in Article 24.1 but no consideration shall be given to such applications except in accordance with the process outlined in Article 24.4.
- 24.6 If the successful applicant is a Permanent Employee, the Employee shall be on a trial period in the new position for a period of forty-five (45) days worked. In the event that the Employer determines that this Employee is unsatisfactory in the position during the trial period, the Employee shall be returned to the Employee's former Bargaining Unit position without loss of seniority; any other Employee promoted, transferred, or hired because of any rearrangement of positions within the Bargaining Unit shall be returned to the Employee's former position (if any) without loss in seniority.
- 24.7 Notification of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment will be provided to the Recording Secretary of the Union by the Employer.
- The Employer will provide to the Union, the name of the successful applicant for job postings. The Employer will upon request, discuss with the Union the selection process.
- 24.8 The Employer may give consideration to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of a vacancy. The Employer may give such Employee a reasonable period to qualify with the understanding that if the required qualifications are not met within such time period, the Employee will return to the Employee's former position.
- 24.9 An Employee who applies for and accepts an unfilled or term position advertised under this Article shall retain the Employee's former status and shall be returned to the Employee's former position upon completion of the unfilled or term position.
- 24.10 The duration of a term position may be extended with the current incumbent without posting the position.

## **ARTICLE 25 - VACATIONS**

- 25.1 The year, for purposes of calculating vacation entitlement and scheduling, runs from 01 June of one year to 31 May of the following year.

- 25.2 All Full-time and Part-time Employees working ninety (90) percent or more of the year shall receive annual vacation with pay as follows:
- (a) In the first year of employment from the date of hire to 01 June, vacation time entitlement will be pro-rated up to a maximum of ten (10) days;
  - (b) from 01 June of the first year to 31 May of the second year of Continuous Employment – ten (10) days;
  - (c) from three (3) years to nine (9) years of Continuous Employment fifteen (15) days;
  - (d) from ten (10) years to fifteen (15) years of Continuous Employment - twenty (20) days;
  - (e) from sixteen (16) years to nineteen (19) years of Continuous Employment twenty-three (23) days;
  - (f) from twenty (20) years to twenty-four (24) years of Continuous Employment twenty-five (25) days and;
  - (g) from twenty-five (25) years of Continuous Employment and beyond thirty (30) days.
- 25.3 All Part-time and Full-time Employees who work less than ninety (90) percent of the year shall receive annual vacation pay or pro-rated vacation time with pay as follows:
- (a) In the first year of employment from the date of hire to 01 June - 4% of the Employee's gross wages or vacation time entitlement pro-ration of ten (10) days;
  - (b) from 01 June of the first year to 31 May of the second year of Continuous Employment - ten (10) days - 4% of the Employee's gross wages or ten (10) days;
  - (c) from three (3) years to nine (9) years of Continuous Employment - 6% of the Employee's gross wages or fifteen (15) days;
  - (d) from ten (10) years to fifteen (15) years of Continuous Employment - 8% of the Employee's gross wages or twenty (20) days;
  - (e) from sixteen (16) years to nineteen (19) years of Continuous Employment - 9% of the Employee's gross wages or 23 days;
  - (f) from twenty (20) years to twenty-four (24) years of Continuous Employment - 10% of the Employees gross wages or twenty-five (25) days and;
  - (g) from twenty-five (25) years of Continuous Employment and beyond - 12% of Employee's gross wages or thirty (30) days.

- 25.4 There will be a one-time opportunity at the date of hire for New Part-time and Full-time Employees who work less than ninety (90) percent of the year to choose either vacation pay or vacation time with pay in accordance with Article 25.3.
- 25.5 Normally, vacation is earned in one year and taken during the following year.
- 25.6 (a) Requests for vacation to be taken between September and June must be submitted in writing by Employees to their Immediate Supervisor at least four (4) weeks in advance of the period(s) requested;
- (b) Requests for vacation to be taken in July and August must be submitted in writing by Employees to their Immediate Supervisor between 01 March and 01 April;
- (c) The proper functioning of the Employer's operations will be considered by the Employer in scheduling vacation periods. The Employer will give a reply to the Employee's request for vacation within two (2) weeks of the request for vacation. In the event of an emergency, both parties agree to act reasonably.
- 25.7 If a Holiday, as outlined in Article 26 – Holidays, occurs during an Employee's vacation leave, the Holiday will not be considered as vacation.
- 25.8 An Employee with a vacation entitlement shall be entitled to receive up to three (3) weeks of their vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.
- 25.9 Preference in scheduling vacation shall be given to senior Employees; an Employee can only use their seniority in preference over other Employees for one period of vacation during the annual vacation year.
- 25.10 An Employee who is on an unpaid leave or who is not receiving pay from the Employer, or who is on Workers' Compensation for a period of greater than twelve (12) months, shall not earn vacation pay or time during the period of the absence.
- 25.11 Subject to the approval of the Employer, an Employee entitled to fifteen (15) or more days vacation may carry over up to ten (10) days of their annual vacation entitlement to be taken in the next vacation year. Days so accrued and not taken in the next vacation year shall be paid out by the Employer.
- 25.12 If an employee leaves the employ of the Employer, then any accumulated, but not taken, vacation entitlement will be paid out at the appropriate rate as per Articles 25.2 and 25.3. An employee with less than one year of continuous employment will be paid out at 4% of the gross wages.

## **ARTICLE 26 - HOLIDAYS**

- 26.1 All permanent full-time and part-time Employees are entitled to the following paid holidays:
- (a) New Year's Day



- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Labour Day
- (g) Truth and Reconciliation Day**
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Any other day proclaimed as a Holiday by the Federal or Provincial Government.

Permanent full-time and part-time Employees shall be entitled to receive a paid holiday for Canada Day and First Monday in August if they are normally scheduled to work the day before and the day after.

- 26.2 When any of the above-noted Holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, another day off with pay will be granted by the Employer.
- 26.3 Spare Employees will be entitled to be paid for a Holiday or in lieu of a Holiday only if the Spare Employee has received or is entitled to receive pay from the Employer at least fifteen (15) days in the thirty (30) calendar days prior to the Holiday and must have worked **their** scheduled work day immediately preceding and immediately following the Holiday.
- 26.4 When a Holiday falls within a period when an Employee is on authorized sick leave, or on other authorized paid leave, a Holiday is considered a Holiday and no payment for any other type of leave will be made for that day.
- 26.5 An employee who is not required to work on a Holiday shall receive pay equal to the pay the Employee would regularly earn for a normal day of work. An employee who is required to work on a Holiday shall be paid at the rate of time and one-half plus receive another day off with pay at a time mutually agreed upon by the Employee and the Employer.
- 26.6 Job share partners shall be entitled to receive a paid Holiday if it is their normally scheduled day of work.

## **ARTICLE 27 - SICK LEAVE**

- 27.1 Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the *Workers' Compensation Act* or any other health insurance coverage the Employee may have. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from work due to illness or injury as described above.

- 27.2 An Employee will earn sick leave credits at the rate of one and three quarters (1-3/4) days per month of paid employment, based on the number of hours allocated to the position, to a maximum sick leave accumulation of two hundred and fifteen (215) days.
- 27.3 An Employee is not entitled to use sick leave when they are on vacation (unless hospitalized for non-elective surgery), holiday, a leave of absence, Workers' Compensation or any other leave specified in this Agreement.
- 27.4 In all cases of illness or injury, an Employee must notify the Employer as soon as possible but at least two (2) hours before the commencement of the day shift(s) to be missed by the Employee, or by 10:00 a.m. for the night shift(s).
- 27.5 An Employee must provide twelve (12) hours notice to the Employer of their ability to return to work when they have been absent due to illness or injury.
- 27.6 Fraudulently applying for sick leave shall be grounds for immediate dismissal by the Employer.
- 27.7 In this Agreement:
- (a) An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) working days, certifying that they were unable to carry out their duties due to illness.
  - (b) Notwithstanding the foregoing, the Employer may request a medical certificate from a Medical Practitioner at any time if the Employee's attendance record indicates sick leave usage which results in above average absence from work.
  - (c) Where the Employer has reasonable concerns about the Employee's ability to perform their regular duties upon the Employee's return to work the Employer may require the Employee to undergo a medical or optical examination by a doctor or optician with a view to ascertaining the Employee's fitness to carry on with or resume the Employee's regular work.
- 27.8 Subject to the approval of the Director of Human Resources or designate, an Employee shall be entitled to use up to four (4) days of sick leave in a year in the case of serious illness of spouse or child of the Employee or to attend medical appointments of spouse or child of the Employee which cannot be scheduled outside of the working hours of the Employee. The Employee shall, if requested, provide a certificate showing proof of entitlement under this Article.
- 27.9 Spare Employees will earn sick leave credits at the rate of one and one-half (1½) days per twenty (20) days of paid employment in the classification after the Spare Employee has successfully completed the probationary period. Such sick leave shall accrue to a maximum of twenty (20) days and will be credited to the Spare Employee at such time as the Spare Employee is hired into a vacant, unfilled or term position in the classification. A Spare Employee who loses seniority as a Spare Employee shall forfeit any such accumulated sick leave.

## **ARTICLE 28 - EMPLOYEE BENEFITS**

28.1 The Employer will continue to participate with eligible employees in the provision of group insurance (life, dependent life, and accidental death and dismemberment), medical, dental (employees formerly covered under the Kings County District School Board), and long-term disability plans (employees formerly covered under the Kings County District School Board and those who formerly had weekly indemnity in the Hants West District School Board) in accordance with the provisions of plans existing as of the date of the signing of this collective agreement and the following:

- (a) Employee/employer contributions will be shared between the Employer and Employees on a 65/35 percent basis respectively, except for those employees who currently participate in long-term disability, which are 100% the responsibility of the employee.
- (b) It is mandatory for all new eligible Employees who work fifteen (15) hours per week or more, after a three month waiting period, to join and participate in the Health, Dental, Basic Life Insurance, Dependent Life, Accidental Death and Dismemberment, components of the Nova Scotia Education Common Services Bureau Benefits Plan for CUPE Employees of the Annapolis Valley Regional Centre for Education (NSECSB Benefit Plan). New Employees will have a one time opportunity to join the Long Term Disability Plan. An eligible Employee may be exempted from Health and Dental coverage if proof of spousal coverage or group coverage from a previous employer under a comparable plan is provided to the Employer and the provider.
- (c) All employees not currently enrolled in the dental plan will be enrolled in the dental plan, effective August 1, 2014. An eligible Employee may be exempted from Health and Dental coverage if proof of spousal coverage or group coverage from a previous employer under a comparable plan is provided to the Employer and the provider.
- (d) **When the Long Term Disability application has been received it is a requirement for employees to complete all relevant portions during the applicable time frame and if approved, convert from paid/unpaid sick leave to LTD effective the date of approval.**

28.2 The Employer will participate with eligible Employees in the provision of a pension plan as follows:

- (a) Following successful completion of the probationary period and in accordance with the provisions of the plan, eligibility for participation in the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees shall be as determined by the threshold for part-time employment provided in the Nova Scotia Pension Benefits Act.
- (b) Effective 01 August, 2005, all current employees who are eligible, including those who currently have a Group RRSP funded at 5% Employee and 5% Employer may, on a one time basis, be enrolled in the Nova Scotia Education Common Services Bureau Pension Pension Plan for Non-Teaching Employees and the parties agree

to cost-share equally the premium cost of participation in the plan as set out by the Board of Trustees of the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees.

- (c) Employees who become eligible after 01 August, 2005, will be enrolled in the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees in accordance with the provisions of 28.2 (a).
  - (d) Employees who are currently enrolled in the Standard Life Defined Contribution Pension Plan may continue in said pension plan with the Employer and Employee contribution at 5% each; or may enroll in the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees.
  - (e) Employees currently in the Group RRSP and not eligible to participate in the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees may continue to participate in the Group RRSP or join the NSECSB Defined Contribution Pension Plan with the Employer and Employee contribution at 5% each.
  - (f) Notwithstanding Article 28.2 (e), Employees not eligible to participate in the Nova Scotia Education Common Services Bureau Pension Plan for Non-Teaching Employees may enroll in the NSECSB Defined Contribution Pension Plan with the Employer and Employee contribution at 5% each.
  - (g) The Employer agrees to encourage any Trustee Member representing the Annapolis Valley Regional Centre for Education to use any surplus funds generated by the NSECSB pension plan to improve the pension plan benefits.
- 28.3 An Employee and Family Assistance Program (EFAP) will be provided to Employees. The EFAP will be cost-shared on a 50/50 basis to a maximum of \$30.00 per year per employee (\$15.00 for Employer and \$15.00 for Employee). Participation in the EFAP will be mandatory.
- 28.4 The entitlements of employees formerly employed by the Annapolis District School Board and Kings County District School Board for service awards, and the Hants West District School Board for death benefits and sick leave payout will be calculated as per Letter of Understanding #2.

## **ARTICLE 29 - LEAVES**

### **Pregnancy/Parental/Adoption Leave**

#### **29.1 Pregnancy Leave**

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

- (a) **An unpaid leave of seventeen (17) weeks will be granted.**

- (b) An employee shall no later than the fifth (5<sup>th</sup>) month of pregnancy forward to the Employer a written request for a pregnancy leave.**
- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.**
- (d) Pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery, not later than the date of delivery.**
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.**
- (f) The employee will provide the Employer as much notice as reasonably practicable of the commencement of their leave or the employee's return to work.**
- (g) The Employer may require the employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant employee or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing their ability to work.**
- (h) An employee suffering from an illness arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending if, pregnancy leave granted in accordance with Article 27 may be granted sick leave in accordance with the provisions of Article 29.**

## **29.2 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 that the employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.**
- (b) Where notice is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.**

- (c) **The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:**
  - (i) **shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;**
  - (ii) **shall end not later than 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 leave for an Employee who becomes a parent of one or more children through birth or adoption of a child or children, other than who has not taken a pregnancy leave:**
  - (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 seventy-eight (78) weeks after the parental leave began and in any case, no later seventy-eight (78) weeks after the child or children first arrive in the employee's home.**

### **29.3 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. The employee is entitled to only one (1) interruption and deferral of each leave,**
- (b) **When an Employee reports for work upon the expiration of the period referred to in Articles 29.1 and 29.2 the Employees shall resume work in the same positions they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave.**
- (c) **While an Employee is on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.**
- (d) **While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life, and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.**
- (e) **The replacement employee for a parental/ adoption leave will be granted the**

**rights and privileges of a term employee, except that the specific termination date may vary because of the resumption of work of the incumbent employee in accordance with Articles 29.3 (a) and (b).**

#### **29.4 Supplementary Employee Benefits**

- (a) If an employee on pregnancy, parental or adoption leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employee Benefit for the first seventeen weeks of the applicable leave. An employee who is entitled to pregnancy leave will only receive top up for the pregnancy leave will only receive top up for the pregnancy leave. Employees cannot defer the top up period.**
- (b) The Employer agrees to top up Employment Insurance payments according to the following schedule. The waiting period for Employment Insurance Benefits shall be paid at the rate of seventy-five (75) percent, the Employer and the remaining period shall be shared by employment Insurance and the Employer up to ninety-three (93) percent to a maximum of seventeen (17) weeks.**

#### **Bereavement Leave**

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

- (a) When a death occurs in an Employee's immediate family, they shall be granted five (5) days (which shall include the day of the funeral) following the death without loss of pay or benefits if scheduled to work. These days will normally be immediately following the death, unless due to circumstances, the appropriate Coordinator of Human Resources approves a deferral of the bereavement leave. Immediate family includes: spouse (includes common law and same-sex partner where the Employee and the spouse have been living as partners in the same household for at least one year), fiancé, parent (including legal guardian or such other person who may have been responsible for the child-rearing of the employee), child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparents and grandchild.**
- (b) Where the interment or memorial service is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service, if it is a regularly scheduled work day.**
- (c) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the funeral of the Employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.**
- (d) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to**

the Employee as bereavement leave under this Article, at the discretion of the Employer.

- (e) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.
- (f) All Employees shall be entitled to attend the funeral of a child in the school the Employee works or on the bus the driver drives if the funeral is held during the normal work hours of the Employee.
- (g) **The Employer shall grant two (2) Union members as selected by the CUPE 3876 Executive Committee, one-half (1/2) day off to attend the funeral for a member of the local Union with no loss of pay or benefits. The employer will be reimbursed by the Union.**

### **Union Business Leave**

29.6 On reasonable written notice, special leave without pay may be granted to Employees who are elected or selected for union business and requests for such leave will not be unreasonably denied:

- (a) as a member of the Executive Committee of CUPE Local 3876 for attendance at Executive meetings; or
- (b) as members of the Bargaining Unit Negotiating Committee of the Union for attendance at Committee Meetings;
- (c) as delegates to attend annual conventions of the Union and the Union's affiliated bodies;
- (d) as delegates to attend special conventions, conferences and/or educational programs;
- (e) as members of the Executive Committee of CUPE Centre for Education Co-ordinating Committee or the Nova Scotia Federation of Labour to attend Executive Meetings; and
- (f) for such other Union business as may be authorized by the Union.

Such leave shall be without pay, and without loss of benefits or Seniority during the period of the leave.

29.7 The Employer shall continue the normal salary and benefits of any Employee who is granted leave under Article 29.6 (a), (b), (c), (d), and (e), and shall bill the Union, or the appropriate organization, and the Union, or appropriate organization, shall pay, an amount equal to the Employee's salary for the period of such leave. For Article 29.6 (f), the Employer shall invoice the Union for the Employee's normal salary and the Employer's share of benefits.



29.8 An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted a leave of absence without pay or benefits for a period of up to one year. Such leave shall be renewed each year upon the request, during the term of office of the Employee.

### **Jury/Witness Duty**

29.9 In this Agreement:

- (a) Upon written notice by the Employee three (3) days in advance (or otherwise as much notice as is reasonably possible), the Employer shall grant a leave of absence with pay to Employees who must absent themselves from work for actual jury duty in any court. Any monies received by an Employee in respect of such jury duty (other than for mileage expenses) shall be turned over to the Employer where reasonably possible. An Employee released from jury duty shall return to complete that part of the work shift that they would have missed had the jury duty continued.
- (b) Upon written notice by the Employee three (3) days in advance (or otherwise as much notice as is reasonably practical), the Employer shall grant a leave of absence with pay to an Employee who by subpoena or summons attends as a witness in a proceeding to which neither the Employee nor the Union is a party. Employees subpoenaed as witnesses will make every effort to minimize their time away from work through scheduling discussions with the party that issued the subpoena where reasonably possible. An employee released from witness duty shall return to complete that part of the work shift they would have lost had the witness duty continued.

### **Unpaid Special Leaves of Absence**

29.10 The Employer may grant in its sole discretion a leave of absence without pay to any Employee requesting such leave. Such a request must be made in writing in advance of the requested leave stating the length of leave and reasons for such request.

- (a) Requests for unpaid leaves of absence for more than three (3) months require twenty (20) days notice.
  - (b) Requests for unpaid leaves of less than three (3) months but more than five (5) consecutive days require five (5) days notice.
  - (c) Requests for unpaid leave of less than five (5) consecutive days require forty-eight (48) hours notice.
  - (d) The Employer may place a limit of fifteen (15) days of incidental unpaid leaves per year.
- 29.11 (a) Notwithstanding Article 29.10, an employee on an approved unpaid special leave of absence of more than three (3) months to a maximum of twelve (12) months, in accordance with Article 29.10 (a), may make application for the continuation of benefits during the leave period directly to the Group Insurance/Health Plan

provider, and if approved, will be responsible for the payment of both the Employee and Employer share of the group insurance premium if the Employee wishes to maintain coverage.

- (b) An Employee on an approved unpaid special leave of absence in accordance with Article 29.10 may make application to their respective Group RRSP or Pension Plan provider to arrange for the continuation of contributions to said plan, provided such an arrangement is permitted by the plan. If the continuation of contributions is permitted by the plan, it is understood that the Employee will be responsible for both the Employee and the Employer share of the allowable contribution.

### **Graduation Leave**

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

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

### **Pre-Retirement Leave**

29.13 An Employee is eligible to attend a pre-retirement seminar offered, either by the Employer, the Union and/or the Pension Plan, and will be paid for their regularly scheduled hours that coincide with the seminar attended by the Employee up to a maximum of two days per Employee.

### **Personal Leave**

29.14 The Director of Human Resources or designate shall, upon request from an Employee grant a leave of absence of up to three (3) days with pay and benefits and without loss of seniority to attend to serious illness in the immediate family [as defined under the bereavement article 29.5 (a)], or urgent personal matters that cannot be scheduled outside of the Employee's regular working hours or tended to by anyone other than the Employee. Such leave shall not be unreasonably withheld.

### **Educational Leave**

- 29.15 (a) **An employee shall be granted paid leave to write job-related examinations to upgrade qualifications required and approved by the Employer.**
- (b) **An employee seeking a leave of absence for educational purposes without pay or benefits shall not be unreasonably denied.**

## **ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES**

- 30.1 The Employer shall pay Employees in accordance with Schedule "A" attached hereto and forming part of this Agreement. Such payment shall be by direct deposit to not more than one (1) account in the Employee's name at a recognized Canadian financial institution. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and any supplementary pay and deductions through Employee Self-Service (ESS).
- 30.2 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is higher than the rate of pay for the Employee's regular position shall receive the higher rate of pay while so assigned.
- 30.3 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for the Employee's regular position shall receive their regular rate of pay while so assigned and not the rate of pay for the classification of the temporary assignment.
- 30.4 Overpayment of wages or under deduction for benefits in excess of 5% of net pay made in error to an Employee may be recovered by the Employer by withholding the amount of such overpayment or under deduction in equal deductions from the pay due the Employee within a twelve (12) month period or such lesser period, as the employee is under contract with the Employer or that the Employee and Employer may agree to in writing. The Employer will not attempt to recover any overpayment or under deduction, unless notice has been given by the Employer of the existence of such an overpayment or under deduction, within forty-five (45) days following the end of the fiscal year in which the overpayment or under deduction has occurred.
- 30.5 Overpayment of wages or under deduction of benefits equal to or less than 5% of net pay will be recovered in full on the next pay.
- 30.6 The Employer will provide Employees with access to their pay statements through Employee Self Service.
- 30.7 **The Employer shall pay the full cost of certificate or licensing fees for employees who periodically or regularly are required to renew a certificate or license, provided the certificate or license is required as determined by the employee's supervisor.**
- 30.8 **Where water testing certification/recertification is required of a CUPE employee, the Employer will be responsible for training costs.**

## **ARTICLE 31 - MEDICAL EXAMINATIONS**

- 31.1 The Employer agrees that the fees for medical and eye examinations and licenses which Bus Drivers are required to undergo, in accordance with the Nova Scotia Classified Driver License Requirements, will be paid by the Employer.

- 31.2 The Employer may require an Employee to undergo, at the expense of the Employer, a medical or optical examination by a doctor or optician with a view to ascertaining the Employee's fitness to carry on with or resume the regular work of the Employee.
- 31.3 It is a condition of continued employment with the Employer that an Employee pass all required medical, license and eye examinations.
- 31.4 It is a condition of continued employment with the Employer that a Bus Driver provide written consent to the Employer who will authorize the Department of Transportation and Communications, Highway Safety and Field Programs, Driver Record Processing, to issue Driver's Abstracts to the Employer on an annual basis or as determined by the Employer.

## **ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY**

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

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

- 32.2 **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.**
- 32.3 **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.**
- 32.4 **The Employer agrees to have a current violence risk assessment for all worksites in accordance with the OH&S Act. The violence risk assessment will include but will not be limited to:**
- **violence that has occurred in the workplace in the past**
  - **violence that is known to occur in similar workplaces**
  - **the circumstances in which work takes place**
  - **the interactions that occur in the course of performing work**
  - **the physical location and layout of the workplace**
  - **any specific factors recommended by the workplace Joint Occupational Health and Safety Committee.**

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

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

**32.6 (a) 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.**

**(b) 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.**

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

**32.7 (a) 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.**

**(b) 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.**

**(c) 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.**

**(d) 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.**

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

### **ARTICLE 33 - PROTECTIVE CLOTHING AND EQUIPMENT**

- 33.1 All Employees covered by this Agreement who can justify the need for coveralls to their supervisors shall be supplied with same by the Employer.
- 33.2 Mechanics, Motor Vehicle Body Repairers and Tradespersons will be reimbursed for the purchase of certified safety footwear to a maximum of \$200.00 per year with the submission of receipts.
- 33.3 Employees in other classifications will be reimbursed for the purchase of certified safety footwear to a maximum of \$200.00 per year with the submission of receipts provided their job duties require such footwear and with the prior written approval of their immediate supervisor.

### **ARTICLE 34 - NO STRIKE/LOCKOUT**

- 34.1 The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.
- 34.2 An Employee covered by the Agreement shall have the right to refuse to cross the picket line arising out of legal labour disputes with the Employer or legal picket lines arising out of any other legal disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, any refusal to cross such a picket line shall result in the loss of pay for the period of the refusal. In the event that Employees refuse to cross a picket line, the Union agrees to provide the maintenance necessary to prevent damage to buildings and equipment.

### **ARTICLE 35 - TECHNOLOGICAL CHANGE**

- 35.1 In this Article "Technological Change" means any change in:
- (a) The introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
  - (b) In work methods, organization, operations or processes affecting one or more Regular Full-time or Part-time Employees;
  - (c) In the location at which the work, undertaking or business operations; or
  - (d) In the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business that could reasonably be expected to adversely e-affect the hours of work available to a Regular Full-time or Part-time Employee in the

bargaining unit or could reasonably be expected to result in the layoff of a Regular Full-time or Part-time Employee in the bargaining unit.

- 35.2 When the Employer is considering the introduction of technological change:
- (a) The Employer agrees to notify the Union as far as possible in advance of the intention to introduce technological change and to update the information provided as new developments arise and modifications are made; and
  - (b) Notwithstanding (a), the Employer shall provide the Union at least sixty (60) days prior notice in writing of any technological change which will result in the layoff of any Regular Full-time or Part-time Employee in the bargaining unit.
- 35.3 Technological change shall be introduced only after the Employer and the Union have engaged in consultation to attempt to minimize any adverse effects of the technological change on Regular Full-time or Part-time Employees in the bargaining unit.
- 35.4 Where the introduction of technological change requires new or enhanced skills than those already possessed by the Regular Full-time or Part-time Employees affected by the technological change, the Employer agrees to provide reasonable additional training opportunities for employees adversely affected by the proposed technological change.

#### **ARTICLE 36 - BENEFIT AND BINDING**

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

#### **ARTICLE 37 - PUBLIC/PRIVATE PARTNERSHIPS**

- 37.1 In the event that the Employer enters into an agreement with a corporation, person or other entity with respect to a school to be owned and operated by that corporation, person or entity, the Employer shall, provided that Employees in the bargaining unit were providing services at the school(s) replaced by the school owned and operated by such person, corporation, person or other entity:
- (a) agree with such corporation, person or other entity that Employees in the bargaining unit will provide custodial and maintenance services at such school; or
  - (b) require that such corporation, person or other entity hire such persons as it requires for maintenance and custodial services from the Employees affected on such terms and conditions as to wages and benefits that are no less favourable than those provided in this Agreement; and
  - (c) any Employees affected who are not hired by the corporation, person or other entity shall be entitled to exercise their rights under this Agreement.

- 37.2 Notwithstanding Article 37.1, if the Regional Centre for Education is not a contractual party to an agreement between the Department of Education and Early Childhood Development and a corporation, person or entity, to provide a school facility for use by students enrolled with the Annapolis Valley Regional Centre for Education, then the management of the Regional Centre for Education will inform the Department of Education and Early Childhood Development, in writing, with a copy to the Union, of the Employer's contractual obligations with CUPE Local 3876, and request that the Department inform said corporation, person or entity of same.

### **ARTICLE 38 - CAFETERIA EMPLOYEES**

- 38.1 Where the Employer determines to close a cafeteria which uses Employees in the bargaining unit, the Employer shall give to the Union at least sixty (60) days notice in advance. The affected Head Cafeteria Worker and Cafeteria Workers will be provided with in-house training should they wish to be considered for other positions in the bargaining unit, provided they have the educational background/qualifications (if required) and meet the requirements of the position.
- 38.2 For pay purposes, Cafeteria Employees will be paid for the number of days accounted for in their individual calendars.
- 38.3 Volunteers in cafeterias will not do bargaining unit work or perform bargaining unit duties.

### **ARTICLE 39 - WORKERS COMPENSATION**

- 39.1 Where permitted by the *Workers' Compensation Act* and where it will not adversely affect the compensation to be paid to an Employee, the Employer shall provide the following benefits:
- (a) the supplementing (topping up) of pay (excluding the first two days following a compensable injury) up to a maximum of ninety-five percent (95%) of the net pre-accident pay. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. The value of such top-up shall be pro-rated and charged against accrued sick leave provided that the accrued sick leave balance is not less than the equivalent of five (5) sick days for the applicable classification. Such top up shall expire once the accrued sick leave hours reaches the minimum threshold described above and the employee shall be paid only the Workers' Compensation benefits.
  - (b) Should this collective agreement contain specific language that entitles an employee to accrue sick leave benefits while in receipt of Workers' Compensation benefits, then such accrual will only be available to the employee upon their return to active employment and cannot be used to supplement (top up) the current WCB claim. Should the collective agreement be silent on the accrual of sick leave while on WCB, then the process as outlined in (a) above shall prevail.



- (c) the continuation of the payment of the Employer's share of any benefit plans during the term of a compensable claim.
- 39.2 An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 39.3 When an employee is in receipt of temporary earnings replacement benefits under the *Workers' Compensation Act* their vacation pay or entitlement shall continue to be paid during the first twelve (12) months as if the Employee was actively at work. After twelve (12) months absence on WCB no further vacation benefits will accrue.
- 39.4 An employee who participates in an ease back or return to work program following a period of Workers' Compensation shall be paid at the hourly rate of pay for the employee's permanent classification for all time spent at the work place unless the employee continues to receive full WCB benefits for the time worked.

#### **ARTICLE 40 – JOB SHARE**

- 40.1 Permanent Full-time Employees are eligible to be considered for a job share arrangement where operational requirements permit and the provision of services are not adversely affected.
- 40.2 An application for a job share arrangement shall be made in writing to the appropriate Coordinator of Human Resources and will include the start and end dates and the number of hours involved for each partner.
- 40.3 (a) The appropriate Coordinator of Human Resources, in consultation with the immediate supervisor(s), will approve, or not, the job share arrangement presented in the application.  
  
(b) The decision to approve or deny any application is not grievable.
- 40.4 A job share arrangement may be approved for a minimum of six (6) months and up to a maximum of twelve (12) months at a time. Subsequent job share applications must be submitted and approved on an annual basis.
- 40.5 The job share application shall be submitted by 15 March and notification shall be provided to the Employee by 15 April. In exceptional circumstances, exceptions may be made to the application and approval dates.
- 40.6 The Employer may cancel a job share arrangement due to operational requirements.
- 40.7 The job share partner in the term position:
  - (a) if a Permanent Part-time Employee, then all rights and benefits of the Collective Agreement apply in accordance with Article 28 and 30;

- (b) if a Spare Employee, then the rights and benefits of the Collective Agreement apply in accordance with Article 15;
  - (c) if a Newly Hired Employee, then the rights and benefits of the Collective Agreement apply in accordance with Article 15.
- 40.8 Employee Benefits and Pension: During the job share period, Employee benefits and pension may continue and will be based upon the provisions of the plan(s) as follows:
- (a) the cost share for the benefits and pension for the incumbent shall remain in force and effect during the term of the job share arrangement provided that the incumbent's hours of work/income meet the threshold for eligibility in the benefits and pension plan(s);
  - (b) the incumbent will be responsible for 100% of the cost share for the benefits and pension if the incumbent's hours of work and/or income do not meet the threshold for eligibility in the benefits and pension plan(s).
- 40.9 The Employee Benefits Officer will advise the job share incumbent applicant of any benefits or pension implications prior to the approval of the job share arrangement by the appropriate Coordinator of Human Resources.
- 40.10 The Employee Benefits Officer will advise the job share partner applicant of any benefits or pension implications prior to the approval of the job share arrangement by the appropriate Coordinator of Human Resources.
- 40.11 Job share partner positions for Permanent Part-time Employees will require a trial period in accordance with Article 24.6. Job share partner positions for Spare Employees will require a probationary period in accordance with Article 15.1.
- 40.12 Job share partners will be able to apply for posted full-time and part-time positions as they become available provided that:
- (a) there is a successful applicant who has expressed an interest in serving as the job share partner in the term position, or
  - (b) the current job share partner agrees to remain in the term position if there is not a successful applicant to succeed him/her as the job share partner.

#### **ARTICLE 41 – EMPLOYEE RETIREMENT ALLOWANCE**

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

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

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

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

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

- 41.2 Effective as of the date of signing the agreement, an Employee who retires, resigns or is laid off permanently, will receive an Employee Retirement Allowance as follows:
- a) after fifteen (15) years of consecutive employment with the Employer, an Employee shall be eligible to receive the equivalent of five (5) days of wages at their current hourly rate of pay for the number of hours worked per day;
  - b) after thirty (30) years of consecutive employment with the Employer, an Employee shall be eligible to receive the equivalent of ten (10) days of wages at their current hourly rate of pay for the number of hours worked per day.
- 41.3 When an Employee dies in the service of the Employer, the Employee Retirement Allowance shall be paid to the deceased’s estate.
- 41.4 Notwithstanding Article 41.2, an Employee shall be entitled to file with the Employer, a written designation of beneficiary for the purpose of the payment of an Employee Retirement Allowance to an Employee who dies in the service of the Employer.
- 41.5 The Employee Retirement Allowance shall be paid in one (1) lump sum in cash or to a Registered Retirement Savings Plan.

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

- 42.1** Effective April 1, the Employer shall provide the sum of five thousand dollars (\$5000.00) for the each year of the agreement.
- 42.2** The Fund shall be administered by the Director of Human Resources, or designate, who will establish an Advisory Committee with union and employer representation with Terms of Reference and a process for allocating funds.
- 42.3** The purpose of this fund is to provide individual CUPE employees financial assistance to develop skills related to their classification.
- 42.4** Applications for approval shall be submitted to the employee's immediate supervisor, then forwarded to the Director of Human Resources or designate.
- 42.5** To qualify for reimbursement, employees must apply within sixty (60) days of completion of the training and include verification of successful completion.
- 42.6** The Labour Management Committee will be provided with semi-annual reports on the Fund.
- 42.7** Any funds remaining at the end of the fiscal year will be carried over. The maximum balance of the fund not to exceed seven thousand five hundred dollars (\$7500.00).
- 42.8** The parties agree that prior to May 31 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 of the following school year as provided by the employer.
- 42.9** 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 43 - DURATION**

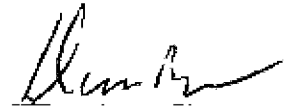
- 43.1** This agreement shall be binding and in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the termination date that it desires its termination or amendment.
- 43.2** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

- 43.3 Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other party that changes will be proposed. Within twenty-one (21) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.
- 43.4 If any article in this agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in force and effect for the remainder of the term.
- 43.5 Any part of this agreement that is so altered or invalidated shall, only with mutual agreement, be renegotiated by the Employer and the Union.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at Berwick, Nova Scotia this 1<sup>st</sup> day of August, 2023.

Signed on behalf of the

**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**



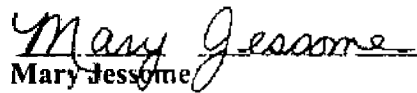
**Dave Jones**  
Regional Executive Director of Education



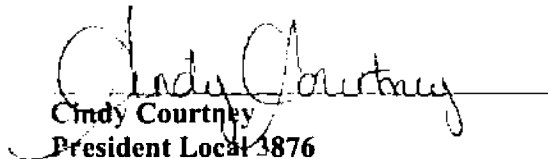
**Lesley MacDonald**  
Director of Human Resources

Signed on behalf of the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**



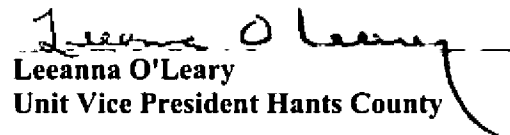
**Mary Jessome**  
National Representative



**Cindy Courtney**  
President Local 3876



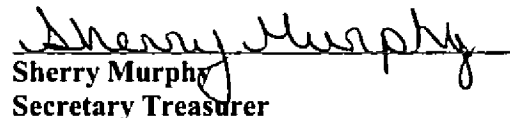
**Kevin Carther**  
Unit Vice President Annapolis County




**Leeanna O'Leary**  
Unit Vice President Hants County



**Nicole Pitre**  
Unit Vice President Kings County



**Sherry Murphy**  
Secretary Treasurer



**Wenda McLaughlin**  
Vice President

**SCHEDULE "A"**

<b>Classification</b>	<b>Current</b>	<b>April 1, 2021 1.5%</b>	<b>April 1, 2022 1.5%</b>	<b>October 1, 2022</b>	<b>April 1, 2023 Wage Adj</b>	<b>April 1, 2023 3.0%</b>	<b>March 31, 2024 .05%</b>
<b>Cafeteria</b>							
Cafeteria Worker	\$13.18	\$13.38	\$13.58	\$13.60	\$16.50	\$17.00	\$17.08
Head Cafeteria	\$16.68	\$16.93	\$17.18	\$17.18	\$19.18	\$19.76	\$19.86
<b>Property Services</b>							
Janitor	\$18.16	\$18.43	\$18.71	\$18.71	\$19.71	\$20.30	\$20.40
Cleaner	\$16.82	\$17.07	\$17.33	\$17.33	\$18.33	\$18.88	\$18.97
Custodian	\$19.36	\$19.65	\$19.95	\$19.95	\$20.95	\$21.57	\$21.68
Head Custodian	\$20.22	\$20.52	\$20.83	\$20.83	\$20.83	\$21.46	\$21.56
General Maintenance	\$21.92	\$22.25	\$22.58	\$22.58	\$22.58	\$23.26	\$23.38
General Labourer	\$16.56	\$16.81	\$17.06	\$17.06	\$18.06	\$18.60	\$18.70
Student Labourer	\$12.70	\$13.14	\$13.55	\$13.60	\$16.50	\$17.00	\$17.08
Tradesperson	\$26.66	\$27.06	\$27.47	\$27.47	\$29.97	\$30.86	\$31.02
Head Tradesperson	\$27.61	\$28.02	\$28.44	\$28.44	\$30.94	\$31.87	\$32.03
Apprentice Tradesperson Year 1	\$19.76	\$20.06	\$20.36	\$20.36	\$22.86	\$23.54	\$23.66
Apprentice Tradesperson Year 2	\$20.98	\$21.29	\$21.61	\$21.61	\$24.11	\$24.84	\$24.96
Apprentice Tradesperson Year 3	\$22.22	\$22.55	\$22.89	\$22.89	\$25.39	\$26.15	\$26.28
Apprentice Tradesperson Year 4	\$23.46	\$23.81	\$24.17	\$24.17	\$26.67	\$27.47	\$27.61
<b>Secretarial Clerical</b>							
School Secretary	\$22.52	\$22.86	\$23.20	\$23.20	\$23.20	\$23.90	\$24.02
<b>Transportation</b>							
Bus Driver	\$24.54	\$24.50	\$24.87	\$24.87	\$25.37	\$26.13	\$26.26
Bus Driver with Additional Duties	\$22.58	\$22.92	\$23.26	\$23.26	\$23.76	\$24.48	\$24.60
Head Bus Driver	\$24.68	\$25.05	\$25.43	\$25.43	\$25.93	\$26.70	\$26.84
Inventory Clerk	\$22.21	\$22.54	\$22.88	\$22.88	\$22.88	\$23.57	\$23.69
Mechanic	\$26.66	\$27.06	\$27.47	\$27.47	\$29.97	\$30.86	\$31.02
Head Mechanic	\$27.61	\$28.02	\$28.44	\$28.44	\$30.94	\$31.87	\$32.03
Lead Head Mechanic	\$29.95	\$30.40	\$30.86	\$30.86	\$33.36	\$34.36	\$34.53
Motor Vehicle Body Repairer	\$26.66	\$27.06	\$27.47	\$27.47	\$29.97	\$30.86	\$31.02
Apprentice Mechanic Year 1	\$19.76	\$20.06	\$20.36	\$20.36	\$22.86	\$23.54	\$23.66
Apprentice Mechanic Year 2	\$20.98	\$21.29	\$21.61	\$21.61	\$24.11	\$24.84	\$24.96
Apprentice Mechanic Year 3	\$22.22	\$22.55	\$22.89	\$22.89	\$25.39	\$26.15	\$26.28
Apprentice Mechanic Year 4	\$23.46	\$23.81	\$24.17	\$24.17	\$26.67	\$27.47	\$27.61

## **I. RATES**

1. Schedule "A" lists the permanent employee rates by classification.
2. **The percentage wage increases for classifications as per Schedule "A" are as follows:**
  - **April 1, 2021: 1.5%**
  - **April 1, 2022: 1.5%**
  - **April 1, 2023: Classification adjustments as listed below**
  - **April 1, 2023: 3.0%**
  - **March 31, 2024: 0.5%**
3. **The following classification adjustments will be applied effective April 1, 2023 immediately before the 3% increase on the same day:**
  - (a) **A \$2.50 adjustment to the Trades Classifications as defined in Schedule A of this agreement;**
  - (b) **A \$2.00 adjustment to minimum wage classifications as defined in Schedule A of this agreement;**
  - (c) **A \$0.50 adjustment to all bus driver classifications (Bus Driver, Head Bus Driver, and Bus Driver with Additional Duties);**
  - (d) **A \$1.00 adjustment to classifications for which the top of the wage scale remains under \$20.00 per hour after the first two years of economic adjustments (1.5%, 1.5%)**
  - (e) **No employee will receive an adjustment under both (b) and (d) of this list, meaning that a minimum wage employee who receives the \$2.00 adjustment but remains under \$20.00 will not receive an additional \$1.00 adjustment.**
4. **For classifications who are paid minimum wage, where a legislated increase to the minimum wage under the Minimum Wage Order (*General*) occurs on the same day as one of the economic adjustments or classification adjustments, the legislated minimum wage increase will be applied first.**
5. **The table above shows the pay rates including all negotiated wage adjustments 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 Letter of Understanding # 5 of 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.**
6. **Bus Drivers hired prior to 01 September, 2009 are "green circled" in accordance with the Framework Agreement dated 01 April 2005.**

7. Employees specifically identified in Notes 6 are named in Attachment "A", of Schedule "A", attached to the original of this Agreement.
8. Job Share Partners are in term positions in accordance with Article 40 Job Share.



ATTACHMENT "A"  
TO SCHEDULE "A"

1. Bus Drivers deemed to be "green circled" as per Note 6:

Rodney Byers  
Russell Cranton  
Gary Cress  
Eugene Cress  
Chester Deveau  
Peter Floris

Nancy Hartt  
Leslie Hudson  
Wayne Leary  
Charles Lewis  
Clinton Lewis  
Elizabeth McCann

Philip Mead  
Craig Robinson  
Barry Trimper  
Dale Young

## **LETTER OF UNDERSTANDING # 1**

### **RE: Implementation of Article 18.8 and Article 18.9**

The parties to this agreement agree as follows with respect to the implementation of Article 18.8 and Article 18.9:


1. A list of Permanent Part-time Employees interested in working additional hours in their classification (up to a maximum of 8 hours per day) will be developed.
2. The list will indicate the worksites or bus runs that the permanent part-time employee is interested in working on a temporary basis.
3. Employees will be offered opportunities for additional hours from the list on a rotational basis.
4. The initial rotation will be determined in order of highest seniority.
5. Employees will be responsible for adding or removing their name from the list once it is developed.
6. This process will apply for the term of this collective agreement.

IN WITNESS WHEREOF the parties hereto have signed this Letter of Understanding #1 at Berwick, Nova Scotia this 1<sup>st</sup> day of August, 2023.

Signed on behalf of the


**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**

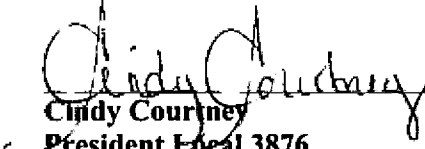
  
\_\_\_\_\_  
**Dave Jones**  
**Regional Executive Director of Education**

  
\_\_\_\_\_  
**Lesley MacDonald**  
**Director of Human Resources**

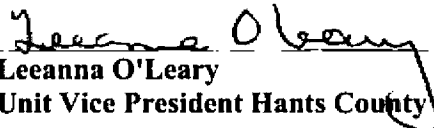
Signed on behalf of the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**

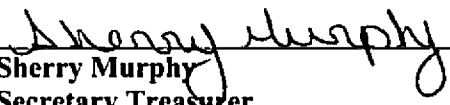
  
\_\_\_\_\_  
**Mary Jessome**  
**National Representative**

  
\_\_\_\_\_  
**Cindy Courtney**  
**President Local 3876**

  
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**Kevin Carther**  
**Unit Vice President Annapolis County**

  
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**Leeanna O'Leary**  
**Unit Vice President Hants County**

  
\_\_\_\_\_  
**Nicole Pitre**  
**Unit Vice President Kings County**

  
\_\_\_\_\_  
**Sherry Murphy**  
**Secretary Treasurer**

  
\_\_\_\_\_  
**Wenda McLaughlin**  
**Vice President**

## LETTER OF UNDERSTANDING #2

### **Re: Service Awards, Death Benefits or Sick Leave Payout**

1. The entitlement of Employees formerly employed by the Annapolis District School Board for service awards was calculated as of 16 July, 1998. There shall be no further entitlements earned or accrued. Payment of the service award to such Employees shall be in accordance with Attachment "B" of the original copies of this Agreement.
2. The entitlement of Employees formerly employed by the Hants West District School Board for death benefits was calculated as of 16 July, 1998. There shall be no further entitlements earned or accrued. The entitlement as of 16 July, 1998 or fifty percent (50%) of unused sick leave credits on date of the death of the Employee, whichever is the lesser, shall be paid out as per Attachment "A" of the original copies of this Agreement.
3. All employees formerly employed by the Hants West District School Board shall have calculated for them the amount of sick leave payout to which such employees may become entitled to under the provisions of the final agreement between the Hants West District School Board and the Union. There shall be no further additions to such entitlements. Such employees shall be entitled to be paid such entitlement on the terms provided for in such Collective Agreement provided that the amount paid to such Employee shall be the amount calculated as of 16 July, 1998 or the applicable percentage of unused sick leave credits on the date of entitlement, whichever is the lesser; and as recorded in Attachment "A" of the original copies of this Agreement; and
4. The names of employees who may be entitled to specific benefits in accordance with items 1 to 3 of this Letter of Understanding #2 are attached as Appendix "A" herein.

IN WITNESS WHEREOF the parties hereto have signed this Letter of Understanding #2 at Berwick, Nova Scotia this 1<sup>st</sup> day of Augst, 2023.

Signed on behalf of the

**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**



**Dave Jones**  
**Regional Executive Director of Education**



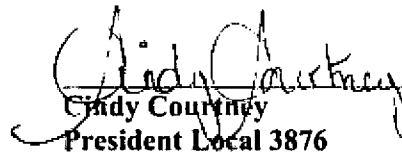
**Lesley MacDonald**  
**Director of Human Resources**

Signed on behalf of the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**



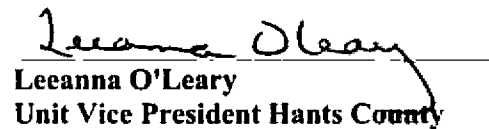
**Mary Jessome**  
**National Representative**



**Cindy Courtney**  
**President Local 3876**



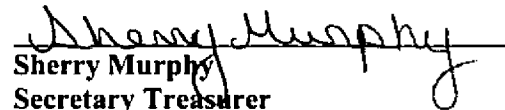
**Kevin Carther**  
**Unit Vice President Annapolis County**



**Leeanna O'Leary**  
**Unit Vice President Hants County**



**Nicole Pitre**  
**Unit Vice President Kings County**



**Sherry Murphy**  
**Secretary Treasurer**



**Wenda McLaughlin**  
**Vice President**

**APPENDIX "A"**

**LETTER OF UNDERSTANDING #2**

**Re: Service Awards, Death Benefits or Sick Leave Payout**

1. Employee formerly employed by the Annapolis District School Board who may be entitled to a benefit in accordance with service awards calculated as of 16 July, 1998:

Russell Cranton  
Leslie Hudson

Charles Lewis

2. Employees formerly employed by the Hants West District School Board who may be entitled to a benefit in accordance with provisions in Letter of Understanding #2, items 2 or 3:

Mark Church  
Stephen McKenzie

Bernadette Shirley  
Fred Ward

## LETTER OF UNDERSTANDING #3

### **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 will include:**

- 1. Agreement of the Employer and Bargaining Unit to conduct a self-identification survey.**
  
- 2. The Employer will be responsible for the maintenance of the self-identification data.**
  
- 3. Reporting of the statistical results of the self-identification survey.**
  
- 4. Analysis of the results of the self-identification survey to compare the number of identified people in the bargaining unit with the identified peoples within the boundaries of the applicable RCE or CSAP.**
  
- 5. Development of goals and timelines to eliminate the discrepancies in representation of identified peoples between the bargaining unit and the general population.**
  
- 6. Joint education and training for all employees with respect to the implementation of the Employment Equity Program.**

- 7. Training and development to foster advancement of all interested employees within the bargaining unit.**
- 8. Recruitment of identified peoples.**
- 9. Skills, qualifications, experience as selection criteria for vacant positions.**
- 10. An annual review of the progress towards development of a representative population within the bargaining unit.**

#### **Process for Diverse Hires**

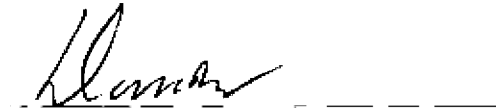
- I. Notwithstanding any specific clauses contained in the Local Collective Agreement, an Education Entity may, in the job selection process for any position (permanent, part-time, etc.), give preference to a diverse applicant provided the applicant has the skills, qualifications, experience.**
- II. 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 (2) 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.**



IN WITNESS WHEREOF the parties hereto have signed Letter of Understanding #3 at Berwick, Nova Scotia this 1<sup>st</sup> day of August, 2023.

Signed on behalf of the

**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**



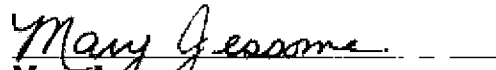
**Dave Jones**  
Regional Executive Director of Education



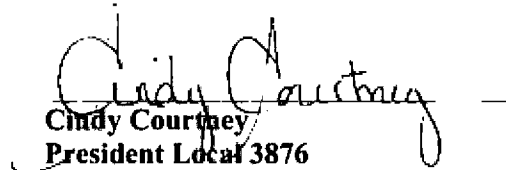
**Lesley MacDonald**  
Director of Human Resources

Signed on behalf of the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**



**Mary Jessome**  
National Representative



**Cindy Courtney**  
President Local 3876



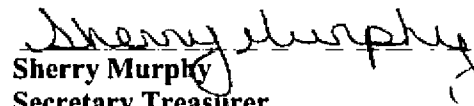
**Kevin Carther**  
Unit Vice President Annapolis County



**Leeanna O'Leary**  
Unit Vice President Hants County



**Nicole Pitre**  
Unit Vice President Kings County



**Sherry Murphy**  
Secretary Treasurer



**Wenda McLaughlin**  
Vice President

## **LETTER OF UNDERSTANDING #4**

### **RE: Redeployment**

The Employers and CUPE Locals agree:

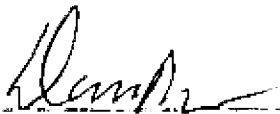
In the event that Shared Services initiatives result in work being transferred from one or more of the above Employers to another of the above Employers, and the transferred work falls within the bargaining unit of a CUPE Local at the receiving Employer and the receiving Employer determines that it will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

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

IN WITNESS WHEREOF the parties hereto have signed this Letter of Understanding #4 at Berwick, Nova Scotia this 1<sup>st</sup> day of August, 2023.

Signed on behalf of the

**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**



**Dave Jones**  
Regional Executive Director of Education



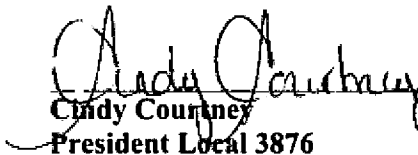
**Lesley MacDonald**  
Director of Human Resources

Signed on behalf of the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**



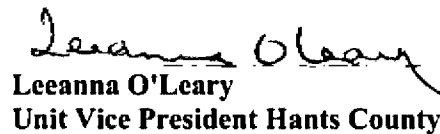
**Mary Jessome**  
National Representative



**Cindy Courtney**  
President Local 3876



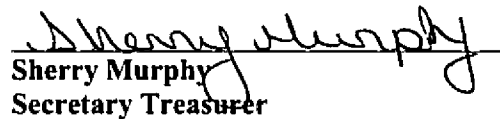
**Kevin Carther**  
Unit Vice President Annapolis County



**Leeanna O'Leary**  
Unit Vice President Hants County



**Nicole Pitre**  
Unit Vice President Kings County



**Sherry Murphy**  
Secretary Treasurer



**Wenda McLaughlin**  
Vice President

## LETTER OF UNDERSTANDING #5

### RE: Wage Harmonization

**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 Regular Hourly Rate 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 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 economic adjustments of this agreement (1.5%, 1.5%) and in effect as of December 1, 2022.**
  - (c) In comparing Regular Hourly Rate of pay, use the Employer rate paid at top of scale as of December 1, 2022. It will also include any advance parity adjustment up to that date, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province's eight (8) education entities, shall be applied.**
  - (d) For the purpose of determining the applicable Halifax CUPE Regular Hourly Rate of pay, the salaries as contained within the Halifax CUPE wage schedules (Schedule A) will be converted to a Regular Hourly Rate of pay less any vacation amount that had been added and will factor in the smoothing which occurs withing the Halifax agreement.**
- 2. The parties agree to make best efforts to complete the wage harmonization analysis no later than October 31, 2023. The timeline for moving to the aligned rate will be as follows:**

- (a) Retroactive to the Date of Ratification - adjust the Regular Hourly Rate of pay to bridge 50% of the gap with the aligned rate;**
  - (b) March 31, 2024 – bridge the remaining gap with the aligned rate. The increase resulting at this point will be applied prior to any applicable general wage adjustment.**
  - (c) Any classification adversely impacted in the 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).**
- 3. Notwithstanding any other provision in the collective agreement, this Letter of Understanding shall prevail.**
- 4. This document will govern the wage harmonization process.**

IN WITNESS WHEREOF the parties hereto have signed this Letter of Understanding #5 at Berwick, Nova Scotia this 1<sup>st</sup> day of August, 2023.

Signed on behalf of the

**ANNAPOLIS VALLEY REGIONAL CENTRE FOR EDUCATION**



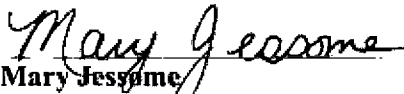
**Dave Jones**  
**Regional Executive Director of Education**



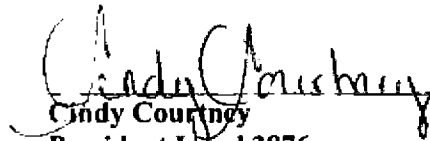
**Lesley MacDonald**  
**Director of Human Resources**

Signed on behalf of the

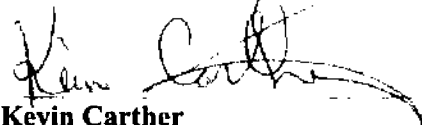
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3876**



**Mary Jessome**  
**National Representative**



**Cindy Courtney**  
**President Local 3876**



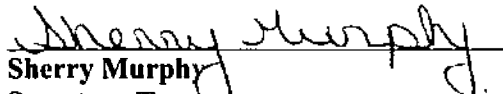
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