

COLLECTIVE AGREEMENT

BETWEEN

SOUTH SHORE REGIONAL SCHOOL BOARD

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION

April 1, 2007 – March 31, 2010

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - STRIKES OR LOCKOUT	3
ARTICLE 5 - PAYMENT OF WAGES AND ALLOWANCES	3
ARTICLE 6 - HOURS OF WORK	4
ARTICLE 7 - STATUTORY HOLIDAYS	5
ARTICLE 8 - ASSIGNMENTS	5
ARTICLE 9 - QUALIFICATIONS	6
ARTICLE 10 - VACATION ENTITLEMENT	6
ARTICLE 11 - BENEFIT PLANS	6
ARTICLE 12 - SICK LEAVE	7
ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY	8
ARTICLE 14 - LEAVE OF ABSENCE WITH PAY	9
ARTICLE 15 - LEAVE OF ABSENCE FOR PREGNANCY OR ADOPTION	9
ARTICLE 16 - LEAVE OF ABSENCE FOR UNION BUSINESS	11
ARTICLE 17 - PROFESSIONAL DEVELOPMENT GRANTS	12
ARTICLE 18 - PROBATION	12
ARTICLE 19 - DISCIPLINE AND DISCHARGE	13
ARTICLE 20 - SENIORITY	14
ARTICLE 21 - JOB POSTING	15
ARTICLE 22 - HEALTH AND SAFETY	15
ARTICLE 23 - LAYOFF AND RECALL	16
ARTICLE 24 - GRIEVANCE PROCEDURE	16
ARTICLE 25 - JOINT CONSULTATION COMMITTEE	19
ARTICLE 26 - UNION REPRESENTATION	19
ARTICLE 27 - JOB SHARING	20
ARTICLE 28 - PREPAID LEAVE PLAN	20
ARTICLE 29 - EMPLOYER LIABILITY	22
ARTICLE 30 - TERM OF AGREEMENT	24
SCHEDULE A - Wages	25
LETTER OF UNDERSTANDING - RED CIRCLING OF HOURS	27
MEMORANDUM OF AGREEMENT - SUBSTITUTE ARRANGEMENTS	28
MEMORANDUM OF AGREEMENT - VIOLENCE TRAINING	29
MEMORANDUM OF AGREEMENT - RETIREMENT SEMINAR	30
MEMORANDUM OF AGREEMENT - AUTISM TRANSITION FACILITATOR	31

PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the South Shore Regional School Board and the Union and its members; to clearly define the hours of work; rates of pay; and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise with respect to this Agreement; to promote the mutual interest of the South Shore Regional School Board and its Employees; to promote and maintain mutually satisfactory working conditions; in recognition whereof the parties hereto covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 (a) **“Employer”** means the South Shore Regional School Board.
- (b) **“Union”** means the Service Employees International Union, Local 902.
- (c) **“Days”** in the Agreement are defined as workdays, unless otherwise specified.
- (d) **“Bargaining Unit”** means all full-time, part-time, and term employees in positions represented by the Service Employees International Union, Local 902.
- (e) **“Date of Hire”** – means an employee’s first day of work as a Permanent Full-Time, Permanent Part-Time, or Term Employee.
- (f) **“Full-time”** means an Employee who has completed the normal probationary period, and works the hours as prescribed in Article 6 of this Agreement.
- (g) **“Part-time”** means an Employee who has completed the normal probationary period, and works fewer than the normal hours of a regular full-time Employee.
- (h) **“Substitute Employee”** – means an employee who is employed on an on-call but non-regularly scheduled basis. Substitute employees normally work when Permanent Full-Time or Permanent Part-Time employees are absent from work due to illness, vacation, Union business, bereavement leave, holidays or in cases of emergencies or other unforeseen circumstances. Substitute employees do not accrue seniority and are not entitled to the benefits of the agreement.
- (i) **“Probationary Employee”** – means an Employee during the applicable period of one hundred and ninety (190) days of actual work from the Employee’s Date of Hire as a Full-Time Employee, Part-Time Employee, or Term Employee. After the completion of the probationary period Full Time, Part Time, and Term Employees will be entitled to all eligible benefits of this agreement. Term employees must occupy the same position to satisfy probationary period requirements.
- (j) **“Term Employee”** – means an Employee who is employed on a temporary basis for thirty (30) days or more of continuous work in the same assignment.
- (k) **“Superintendent”** means the Superintendent of Schools, or official designate.
- (l) **“Immediate Supervisor”** as used in the context of this Agreement means the principal of the school to which the Employee is assigned.
- (m) **“Board”** means the South Shore Regional School Board.

ARTICLE 2 – RECOGNITION

2.01 The Board agrees to recognize and does hereby recognize the Union as the sole bargaining agent for collective bargaining purposes for all Employees of the Board, employed in the following classifications:

All full-time, Part-Time, and Term Employees of the bargaining unit, excluding Employees in the Administrative Bargaining Unit, Employees in the Operational Support Bargaining Unit, teaching staff, and those excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act* (Nova Scotia).

2.02 No Employee shall be required or permitted to make a written or verbal agreement with the School Board, or its representatives, which is contrary to the terms of this Collective Agreement.

2.03 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement by reason of age (up to age 65), race, religion, creed, colour, ethnic or national origin, sex, marital status, physical or mental disability nor by reason of their membership or activity in the Union, in accordance with the *Human Rights Act* (Nova Scotia).

2.04 Check-Off:

(a) The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the bi-weekly pay of all Employees in the bargaining unit.

(b) The Union will inform the Employer of the authorized deduction to be checked off for all Employees.

(c) The Employer shall remit the amounts deducted in accordance with Article 2.04 (a) to the Secretary Treasurer of the Union by cheque by the 15th day of the following month and the cheque shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

(d) The Employer further agrees that it will deduct an additional twenty (20) dollars from each employees' pay on the last pay-day of the school year and that this amount shall be forwarded to the union along with a separate check-off list indicating that the employee has paid union dues in the amount of ten (10) dollars for the month of July and ten (10) dollars for the month of August.

(e) The Union will save the Employer harmless from any and all claims which may be made against the Employer for any errors the Employer may make in making deductions from pay as herein provided.

(f) The Employer shall indicate on the form provided by Revenue Canada (T4) the annual amount of contributions under this Article.

2.05 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. Such permission shall not be unreasonably withheld.

2.06 The Employer agrees to notify the Union of the appointment of each member of the Bargaining Unit. The Employer agrees to distribute, at the request of the Union, SEIU membership forms as provided by the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union and the Employees covered by this Agreement recognize and acknowledge that the Employer has the exclusive right to manage the School Board's system and any enterprise in which the School Board is engaged. Without limiting the generality of the foregoing, the Employer has the right to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, determine qualifications, assign work, promote, demote (as a non-disciplinary measure), transfer, layoff, discipline for just cause any Employee covered by this Agreement;
 - (c) Make and alter, from time to time, rules and regulations, including a Code of Conduct, to be observed by Employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement and any changes to such rules and regulations shall, except in the case of an emergency, be first discussed at a meeting of the Joint Consultation Committee;
 - (d) Determine the nature of the work to be performed, the standard and quality of service to be provided, the schedules of work and the methods and procedures to be used;
 - (e) Study or introduce new or improved methods or facilities, to determine the standard and quality of care to be provided, to determine schedules of work, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work or services, providing such contracting out would not result in the layoff or reduction of scheduled hours of work of any Employee in the Bargaining Unit, and all other matters concerning the operation of the Board's services not specifically restricted in this Agreement.

ARTICLE 4 - STRIKES OR LOCKOUT

- 4.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act* (Nova Scotia), and the Employer agrees that there will be no lockout as defined by the *Trade Union Act* during the term of the Agreement.

ARTICLE 5 - PAYMENT OF WAGES AND ALLOWANCES

- 5.01 The Employer shall pay Employees in accordance with the salary provisions as set out in Schedule "A" annexed hereto and forming part of this Agreement. The payment shall be direct deposit to one account at the financial institution in Nova Scotia designated by the Employee.
- 5.02 The Employer shall pay to each Employee on the first (1st) or second (2nd) Thursday in September, as dictated by the payroll calendar, and on every second (2nd) Thursday thereafter for twenty-two (22) pay periods, a pro-rated amount based on the number of pay periods divided into the Employee's total salary less authorized deductions.
- 5.03 In the event that changes to the EI Act would disqualify SEIU members from EI benefits, the parties agree that their yearly earnings shall be divided by 26 pay periods. Any changes to the

number of pay periods will only commence September 1st of the following year. It is understood any such changes will not contravene Employment Insurance legislation.

- 5.04 Overpayment of salary made in error to an Employee may be recovered by the Employer by withholding an amount no greater than ten percent (10%), or a greater amount if mutually agreed, of the net pay of further salary payments until the amount is fully reimbursed. This clause shall not apply to any Employee whose employment is terminated.
- 5.05 The Employer shall itemize on a statement all deductions from the salary of each Employee. Upon implementation of the SAP HR Payroll Self Service, the payroll advice (pay stub) will be issued electronically after such employee has been trained and provided with computer access to receive such stub.
- 5.06 Employees shall not be required to use personal vehicles to conduct business for the Employer. Employees who use their cars on the Employer's business shall be paid at the Board rate for mileage not normally traveled from home to work and return.
- 5.07 No Employee shall suffer a loss of salary if a school is temporarily closed for any reason by the Employer, or a provincial Authority.
- 5.08 Employees who are required by the Employer to attend seminars, training, in-services, conferences, etc., unless transportation is provided, will receive mileage at the Board rate where the employee travels in his/her own vehicle. When attending any of the above noted seminars, training, in-services, conferences, etc. at the request of the Employer, any hotel costs, meals, etc. incurred by the employee, necessary in fulfilling his/her responsibility in attending such function, will be paid by the Employer at the prevailing Board rate.

ARTICLE 6 - HOURS OF WORK

- 6.01 The regular hours of work for all full-time Program Support Assistants shall be five and one-half (5.5) hours per day, twenty-seven and one-half (27.5) hours per week inclusive. Each normal workday shall include up to a one (1) hour unpaid meal break, which may be reduced to one-half (1/2) hour unpaid meal break. based on the individual school's needs. The regular hours for part-time Program Support Assistants shall be three (3) hours per day, fifteen (15) hours per week.
- 6.02 The work year for Program Support Assistants shall be one hundred ninety (190) days per year, corresponding to the first day of the school year and the one hundred and ninetieth (190th) day of the school year as established by the Employer.
- 6.03 The regular hours of work for all full-time Librarians, Library Technicians, and Library Clerks shall be seven (7) hours per day, thirty-five (35) hours per week. Each normal workday shall include a one (1) hour unpaid meal break, which may be reduced to one-half (1/2) hour by mutual agreement between the Employee and the immediate Supervisor.
- 6.04 The work year for Librarians, Library Clerks and Library Technicians shall be one hundred ninety-five (195) days per year, as corresponds to the school year as established by the Employer.
- 6.05 The Union recognizes that the commencement and dismissal of classes varies from school to school within the district, and that the Employee's daily starting time and finishing time for work will vary from school to school.
- 6.06 Split shifts shall not be assigned to any Employee. The unpaid meal break shall not cause a split shift.

6.07 All hours worked by library staff in excess of their daily rate shall be taken in lieu of as mutually agreed between the Employee and the supervisor.

6.08 Extended hours for Program Support Assistants shall be assigned at the discretion of the Employer by the Superintendent. The filling or assigning of extended hours shall not be considered a “newly created position” and shall not be posted. Extended hours shall be paid at the Employee’s regular rate.

“Extended hours” shall be defined as:

- (i) Time spent on a school bus with a child or children.
- (ii) Time spent before or after the normal work hours supervising a child or children.
- (iii) Time spent during the noon-hour break supervising a child or children.
- (iv) Where the employees are required to attend I.P.P meetings outside of regularly scheduled hours.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 Employees shall be entitled to the following holidays. Payment for these holidays is incorporated into the hourly rate or annual salary.

Good Friday
Easter Monday
Queen’s Birthday
Thanksgiving
Remembrance Day

7.02 If Remembrance Day falls on a weekend, it shall not be a holiday under this Article unless declared a holiday by the Minister of Education.

7.03 Probationary Employees shall be entitled to holiday pay as provided in the Labour Standards Code of Nova Scotia.

ARTICLE 8 – ASSIGNMENTS

8.01 Bargaining Unit Employees are hired by the Employer for the region and are assigned, on a yearly basis, based on the needs of students. When a position in a school occupied by a Bargaining Unit Employee is discontinued or transferred due to a modification or the elimination of services required, the Bargaining Unit Employee will be offered work in accordance with Article 21.03.

8.02 The Employer shall have the right to transfer an employee, in order to maintain efficient operations but, where qualifications are equal, and the impact on the student is minimal, as determined by the Employer, the employer will transfer at the discretion of the displaced employee, the least senior employee in the school.

8.03 The employer will not require a Bargaining Unit Employee to accept a transfer without the Employee’s consent, which would require travel in excess of thirty-two (32) additional kilometers (twenty [20] miles), one way distance, than what is currently traveled to the present work location.

- 8.04 All circuit employees shall continue to have one base school and shall receive a mileage allowance when required to travel from the base school to any other school.
- 8.05 The Employer agrees to provide the Union with job descriptions for all positions included in the bargaining unit.
- 8.06 Where possible the Employer will provide assignment information (school and hours of work) for the upcoming school year prior to the end of the current school year.

ARTICLE 9 – QUALIFICATIONS

- 9.01 The criteria set for identifying level one Program Support Assistants shall be as follows:
- a) Successful completion of a minimum two year course of study certified by the Department of Education, in a related field of study, such as, but not limited to, the educational support program by the Nova Scotia Community College.
 - b) The course of study must have a significant Special Education component.
 - c) The course of study must include a supervised practicum of no less than 100 hours
 - d) Notwithstanding 9.01(a), it is agreed the Public Program Assistant Course, as currently offered by the Human Services Education Institute satisfies the criteria for Level One Status.
- 9.02 A Library Technician is a graduate of an accredited program in Library and Information Technology which is offered by a community college or post-secondary institution.
- 9.03 A Library Clerk is a High School Graduate with qualifications as determined by the Employer.
- 9.04 A Librarian holds a Masters degree in Library and /or Information Studies/Services/Sciences from an accredited institution. The course of study must include children’s and/or young adult literature, and/or School Library component, along with a supervised practicum.

ARTICLE 10 - VACATION ENTITLEMENT

- 10.01 Bargaining Unit Employees shall receive vacation pay as follows:

0 years to 2 years	4%
3 years to 8 years	6%
9 years to 17 years	8%
18 + years	10%

Vacation entitlement shall be incorporated into the bi-weekly pay.

ARTICLE 11 – BENEFITS

- 11.01 It is agreed and understood by the parties to this agreement that the employees shall receive those benefits as contained from time to time in the plan known as the Nova Scotia School Boards Association Benefit Plan for SEIU Employees.

- 11.02 The cost of the plan shall be shared on a 55% Employer /45% Employee basis. These benefits covered by this cost sharing arrangement are defined as Group Life, AD&D, Medical and Dental benefits. Any changes to the cost sharing shall be subject to negotiation between the parties.
- 11.03 It shall be a condition of employment for all eligible employees to join and participate in the plan with the exception of health and dental if evidence of spousal coverage is presented.

Pension Plan

- 11.04 Pension Plan means the Southwest Regional School Board Support Staff Pension Plan.
- 11.05 The premium cost of the pension plan will be shared on a 50/50 basis. Any changes to the cost sharing shall be subject to negotiations between the parties.
- 11.06 It shall be a condition of employment that all eligible employees shall register and participate in the pension plan.

ARTICLE 12 - SICK LEAVE

- 12.01 Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from duty due to illness or injury as described above.
- 12.02 Permanent full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month, worked to a maximum total of one hundred and seventy (170) working days. Sick leave credits earned prior to the effective date of the Agreement shall continue to be recognized for purposes of accumulation.
- 12.03 Permanent Part-time Employees shall accumulate sick leave on a pro-rata basis depending on the number of hours worked.
- 12.04 If an Employee is injured on the job and loses time from the job because of this injury, the Employee shall be paid 85% of the Employee's salary, through the employer's payroll system, for a period of seventeen (17) weeks. The Workers' Compensation cheque will be forwarded directly to the Employer.
- 12.05 (a) An Employee may be required to produce a medical certificate for a period of absence for which sick leave is claimed:
- i) Where the Employee has been absent, or is expected to be absent for more than three (3) consecutive days provided that the Employee is given adequate advance notice by the Employer, or
 - ii) Where the Employer reasonably believes that the Employee is misusing sick leave credits and has provided the Employee with advance notice of the requirement to provide a certificate.

If the advance notice referred to above is not written notice, the Employer will confirm in writing the requirement to provide a certificate.

- (b) Such certificate shall be from a qualified medical practitioner chosen by the Bargaining Unit Employee and shall notify the Employer whether or not the Employee has been ill, whether

or not the illness prevented the Employee from going to work and when the Employee may return to work. The certificate shall not identify the nature of the Employee's illness, unless otherwise decided by the Employee.

- (c) Where Article 12.06 (a) (ii) applies, the Employer may require a Bargaining Unit Employee be examined by a mutually agreed alternate medical practitioner or, if the Employer and the Employee are unable to agree, the Employee will designate three (3) medical practitioners.

The Employer may reject up to two of the three medical practitioners designated by the Bargaining Unit Employee. The Employee shall be examined by one of the medical practitioners not rejected by the Employer. The certificate from the medical practitioner shall advise the Employer whether the Employee has an illness that requires absence from work. However, the report shall be in general terms and shall not identify the nature of the Employee's illness, unless otherwise decided by the Employee.

- (d) The cost of providing a medical certificate shall be at the Employer's time and expense.

- 12.06 Bargaining Unit Employees who are ill shall endeavor to notify their immediate Supervisor of the expected duration of the illness as early as possible, and shall endeavor to give the immediate Supervisor the maximum possible notice of their return to work.

ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY

- 13.01 The Employer shall grant, upon receipt of a written request, leave of absence of one school year to a full-time Employee who has a valid reason for the leave request and who has been employed as a full-time Employee for a period of two (2) or more consecutive years, detailed as follows:

- (a) Applications for a Leave of Absence shall be submitted on the appropriate board form to the Director of Human Resources on or before March 1st. of the school year prior to the one in which the leave is desired.
- (b) A Leave of Absence of less than one (1) year shall be granted at the discretion of the Employer.
- (c) Applications for a Leave of Absence of less than one (1) year shall be made on the appropriate board form to the Director of Human Resources at least two (2) months prior to the anticipated date of commencement.
- (d) In exceptional circumstances the Employer may grant a leave with less than two (2) months notice.
- (e) The Employee agrees to notify the Employer on or before April 15th of his/her intention to return to work.
- (f) An Employee who returns from such a leave of absence shall, after returning to work, enjoy the benefits they would have had if they had not taken the leave.

- 13.02 Once granted a one-year leave of absence, an Employee will not be entitled to an additional one-year leave of absence within the next three (3) school years.

ARTICLE 14 - LEAVE OF ABSENCE WITH PAY

- 14.01 Employees covered by this Agreement who have completed their probationary period shall be entitled to the following bereavement leave:
- (a) When a death occurs in an Employee's immediate family, the Employee shall be granted five (5) consecutive workdays immediately following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law where the Employee and the spouse have been living as partners in the same household for at least one year), parent (including legal guardian or such other person who may have been responsible for the child-rearing of the Employee), child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent and grandchild.
 - (b) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the funeral of the Employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
 - (c) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, at the discretion of the Employer.
 - (d) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances warrant.
- 14.02 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 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. An Employee released from jury duty shall return to complete that part of the work shift that he would have missed had the jury duty continued. Failure to provide written notice of jury duty and continued absence without explanation will mean the Employee has voluntarily terminated the Employee's employment.
- 14.03 Compassionate leave with pay to a maximum of five (5) days in any one year shall be granted for the purpose of caring for a member of the Employee's immediate family, as defined in Article 14.01, when the Employee has been unable to obtain other proper care for such member. Such leave is to be taken from the Employee's sick leave bank.
- 14.04 An Employee upon request shall be granted one (1) day leave of absence with pay to attend the graduation ceremonies of the employee, spouse, or child(ren) from a post-secondary institution. The Employee may be granted up to one (1) additional day's leave, if scheduled to work, to travel if such graduation ceremonies are outside the province. This leave shall be deducted from the employee's sick leave bank.

ARTICLE 15 - LEAVE OF ABSENCE FOR PREGNANCY, ADOPTION, OR PARENTAL LEAVE

- 15.01 Maternity, Parental, and Adoption leave shall be in accordance with the Labour Standards Code.
- (a) A female Employee shall, no later than the fifth (5) month of pregnancy, forward to the Employer a written request for leave of absence or give notice of intention to resign.
 - (b) A leave of absence for pregnancy shall be considered continuous service with the Employer. Where an Employee reports for work upon the expiration of the leave period, the Employee shall resume work with no loss of pay or benefits accrued to the commencement of the

maternity leave. The Employee shall return to the same position the Employee held prior to the commencement of the leave; however, the provisions of 8.01 shall apply, where applicable.

- (c) An Employee shall produce, when so requested by the Employer, a certificate from a legally qualified medical practitioner specifying the date upon which delivery will occur in the opinion of the medical practitioner.
 - (d) In the case of illness, as noted in Article 10 Sick Leave, An Employee shall be permitted to use up to forty (40) days of accumulated sick leave during each leave of absence for pregnancy.
- 15.02 (a) The Employer shall, upon request of an Employee and receipt of a certificate from the Administrator of Family and Child Welfare stating that said Employee has filed a notice of proposed adoption, grant the Employee a leave of absence, without pay, of up to six (6) months as the Employee requests. Notwithstanding the above, the Employee may use up to five (5) days sick leave credits immediately following the date the adopted child comes into the care of the Employee.
- (b) A leave of absence for adoption shall be considered continuous service with the Employer. Where an Employee reports for work upon the expiration of the leave period, the Employee shall resume work with no loss of pay or benefits accrued to the commencement of the adoption leave. The Employee shall return to the same position the Employee held prior to the commencement of the leave; however, the provisions of 8.01 shall apply, where applicable.
- 15.03 Where time absent under Article 15 exceeds thirty (30) calendar days, group insurance and medical care benefits will only continue after the first thirty (30) days of absence if the Employee pays, in advance, the full cost of insurance benefits, including the Employer's share, for the period of absence following the first thirty (30) days of absence. Continuation of medical care and group insurance benefits during any absence is subject to the terms of the applicable plans.
- 15.04 An Employee, upon request, shall be granted an unpaid parental leave in accordance with the Labour Standards Code.

ARTICLE 16 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 16.01 On reasonable notice and on written application by the Employee, the Board shall grant a leave of absence without pay to an Employee who is elected or selected:
- (a) As a member of the Executive Committee, SEIU, for the attendance at executive meetings; or
 - (b) As a delegate to attend special conventions, conferences and/or educational programs.

Such leaves shall be without pay but without loss of benefits or seniority during the period of the leave. The Employer will continue the salary of an Employee, who is granted leave without pay for Union business, and will invoice the Union for the Employee's salary.

ARTICLE 17- PROFESSIONAL DEVELOPMENT GRANTS

- 17.01 The Employer shall provide the sum of five thousand dollars (\$5000) in each year of the agreement for Bargaining Unit Employees taking job related credit courses commenced and successfully completed while in the employ of the Board.

All applications for funds under this Article must be submitted by September 30th to the Director of Human Resources and must be supported by receipts and a statement proving successful completion of the course. On or before October 30th, the funds shall be paid to those Bargaining Unit Employees who have verified successful completion of the course. Payment to other applicants shall be paid upon verification of successful completion of the course. If the amount of funds requested through this Article is greater than the maximum amount available, it shall be paid to the applicants on a pro-rated basis.

- 17.02 The Board agrees to provide, on a pro-rated basis, an amount of five thousand dollars (\$5000) each year in the budget to enable Bargaining Unit Employees to attend the annual provincial in-service conference that would include registration fees, plus an allowance for expenses.
- 17.03 Upon approval of the immediate Supervisor, and a written request by a Bargaining Unit Employee, the Board may grant permission for an Employee to attend, without loss of pay, seniority or benefits, one additional seminar or conference directly related to their job, provided the total cost in any one budget year for all Bargaining Unit Employees does not exceed five thousand dollars (\$5000). The funds will be allocated on a pro-rated basis.
- 17.04 The employer agrees to provide employees with in-service training opportunities, which are relative to their work, on designated district in-service days. Where operational requirements permit, Library staff will be permitted time off with pay in order to attend training sessions that may arise outside of regular in-service days, provided that the training sessions are relative to the employee's profession.

ARTICLE 18 – PROBATION

- 18.1(i) Notwithstanding any other provision in this Collective Agreement an employee newly hired as a permanent full time, permanent part time employee shall be on probation for a period of one hundred and ninety (190) days of actual work from the Date of Hire and shall be subject to the following terms and conditions as set out below.
- (a) The probationary period may be extended by mutual agreement between the Employer and the Union.
 - (b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer, and at any time during the probationary period the Employee may be terminated at the sole discretion of the Employer.
 - (c) After thirty days of employment the probationary employee will be provided with an oral evaluation. At the conclusion of the probationary period the Employee will receive a written evaluation.
 - (d) Upon completion of the probationary period, the principal will recommend to the Board that:
 - (i) The Employee be given permanent status,
 - (ii) The probationary period be extended.

- (e) A Term Employee shall be obliged to pay membership dues to the Union.
- (f) The seniority of a Term Employee shall commence following successful completion of the probationary period.
- (g) Term Employees shall have the right to grieve.
- (h) If an Employee, who has not completed the probationary period, is disciplined or dismissed, 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. Employees who have not completed the probationary period shall not have the right to grieve.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

- 19.01 No Employee shall be suspended or discharged, except for just cause.
- 19.02 Whenever the Employer or its authorized agent deems it necessary to suspend or discharge an Employee, the Employee shall have the right to have a steward present at a meeting where the reasons for the suspension or discharge will be given.
- 19.03 The Employee shall be notified in writing of any action and/or penalty within five (5) days of any action in Article 19.02, either hand delivered or by mail, with a copy to the Secretary of the Union.
- 19.04 Whenever the Employer or its authorized agent deems it necessary to censure an Employee in a manner indicating that discipline, up to and including dismissal may follow any further infraction, or may follow if such Employee fails to bring work up to a required standard by a given date an Employee shall be notified in advance of any meeting concerning discipline and shall have the opportunity to have their Steward, or designate, present. It is understood by the parties that the Employer reserves the right to deliver disciplinary notices to Employees by mail or delivery, and in such event, there is no meeting and no right to have a Steward present. In all cases where the Employer or its authorized agent deems it necessary to censure an Employee, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Employee involved with a copy to the Secretary of the Union.
- 19.05 An Employee may review the Employee's personnel file at the Board's office at a time mutually agreeable to the Employee and the Coordinator of Employment and Labour Relations (or designate). An Employee shall have the right to a copy of any material contained in their Personnel File.
- 19.06 If a letter of warning or discipline is addressed to an Employee and placed on the Employee's personnel file, the Employee shall have the right to reply in writing thereto and such reply shall become part of the Employee's record. Any act of outstanding meritorious conduct shall be similarly recorded. Letters of warning or discipline shall form part of the Employee's record but shall not be used in any proceeding against the Employee if no further complaint has been made within the subsequent thirty-six (36) months from the date the letter first formed part of the Employee's record.

ARTICLE 20 – SENIORITY

- 20.01 Seniority is defined as an Employee's length of service with the Employer, since the Employee's most recent Date of Hire as seniority rated Employee, in the Employee's classification in the bargaining unit.
- 20.02 The Employer shall maintain a seniority list showing the date upon which the Employee's Service with the Employer commenced. Where two or more Employees have the same seniority, preference shall be given to the Employee with the higher final digit of the Employee's Social Insurance Number. If the tie remains unbroken, the higher of the last two digits shall be used.

An up-to-date seniority list as of December 31 shall be provided to the Union and posted annually by the end of February. Any objections to the seniority list must be made within sixty (60) days of posting. If no objection is made, the list is deemed to be correct in respect to that Employee and no further challenge may be made.

- 20.03 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:
- (a) The Employee is discharged for just cause and not reinstated.
 - (b) The Employee resigns and does not withdraw the Employee's resignation within two (2) days;
 - (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 the Employee's 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 24 months.
 - (e) The Employee retires.

20.04 An Employee's seniority will not accumulate but will not be lost when:

- (a) The Employee is placed in a position with the Employer outside the bargaining unit.

20.05 Seniority will not be lost and will continue to accumulate when:

- (a) The Employee is absent from work because of sickness, accident or injury.
- (b) The Employee is absent for Union business.
- (c) The Employee is in receipt of pregnancy leave.
- (d) The Employee is in receipt of parental leave.
- (e) The Employee is on an approved leave of absence.

20.06 The School Board agrees that an Employee shall not be transferred out of the Bargaining Unit without the Employee's consent.

ARTICLE 21 - JOB POSTING

- 21.01 (a) When the Employer decides a vacancy or a newly created position in the bargaining unit is to be filled, the Employer shall post notice of the position on the Board's website and in each building where Employees in the bargaining unit work for a minimum of five (5) working days. During the Christmas, March and summer breaks, notice will be given through the Halifax Chronicle Herald and/or local newspapers. Applications for such vacancies shall be submitted through the on-line application system. Those technically unable to apply on-line are required to contact Human Resources for assistance.
- (b) Notwithstanding the above, effective July 1, 2004, all jobs will be posted on the Employer's web site.
- 21.02 A "vacancy" occurs when there is no incumbent in that position.
- 21.03 In filling a vacancy in an existing or new position, the candidate's skills, qualifications pertaining to the student's individual program and demonstrated ability to immediately perform all of the required functions of the work in question shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are relatively equal, seniority will govern.
It is understood that a student's individual program will not be tailored to give any particular individual perceived advantage in the hiring or recall process.
- 21.04 Interviews shall be conducted to assist in the selection of the successful candidate when filling a vacancy. Interviews shall be conducted for term positions providing there are no qualified employees, as determined by the Employer, on lay-off.
- 21.05 The Employer shall have the right to fill vacancies occurring after September 30 on a temporary basis. Preference in filling vacancies on a temporary basis will be given to Employees displaced under Article 8.01, and subject to the process outlined in Article 21.03 and 21.04. Vacancies filled on a temporary basis will be posted for the next school year.
- 21.06 The Employer may advertise vacancies and newly created positions outside the Bargaining Unit concurrently with the internal posting process described in this Article. Seniority rated applicants resulting from the internal posting process shall be considered first.
- 21.07 An employee who is successful in attaining a full-time position is not eligible for further participation in applying for any further positions for the ensuing school year without the consent of the Employer.
- 21.08 An employee who is successful in attaining a part-time position may apply for Full-Time positions but may not, without the consent of the Employer, apply for any further part-time positions for the ensuing school year.

ARTICLE 22- HEALTH AND SAFETY

- 22.01 The Employer will comply with the *Occupational Health and Safety Act* (Nova Scotia).
- 22.02 Where lifting is required the Employer agrees that assistance will be provided when needed.
- 22.03 (a) Employees shall have the opportunity to serve on the OH&S school committees.

- (b) The Board, the Union and the Employees agree to co-operate in the prevention of accidents and the promotion of health and safety.
- (c) Where operational requirements permit the Board shall permit alternates for Employees, where necessary, to replace OH&S committee members who are receiving training as part of their duties as member of the OHS Committee.

22.04 Violence Against Staff:

- (a) Acts of violence, and or verbal or physical abuse in the school are not acceptable.
- (b) Employees shall have the right to report their concerns of violence and abuse to their immediate supervisor.
- (c) If the discipline concern remains unresolved, the employee shall have the right, accompanied by a union representative, if so desired, to address the issues with the Superintendent of Schools, or designate.

ARTICLE 23 - LAYOFF AND RECALL

23.01 An Employee may be laid off because of shortage of work, shortage of funds, or because of the elimination of a position or classification.

23.02 In the event of layoffs, Employees shall be laid off in the reverse order of their seniority within the county providing the senior Employees have the skills and qualifications specific to the student's individual program, as provided in article 21.03, and demonstrated ability to immediately perform all the required functions of the work in question. Employees so affected shall be given a reasonable time for training and opportunity to obtain the required qualifications.

23.03 Employees shall be recalled to work in their order of seniority within the county provided the senior Employees have the skills, qualifications specific to the student's individual program, as provided in article 21.03, and demonstrated ability to immediately perform all the required functions of the work in question.

ARTICLE 24 - GRIEVANCE PROCEDURE

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

24.02 Grievance Procedure

- (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) working days of the time the Employee became aware of, the circumstances 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

- (a) If the matter is not resolved informally at Step 1, the aggrieved Employee, if the Employee wishes, shall submit the grievance in writing to the Coordinator of Employment and Labour Relations.
- (b) The grievance must be submitted within ten (10) days of the date of reply of the Supervisor or the day by which the Supervisor should have replied in Step 1. The grievance shall bear the signature of the Employee, where available, and shall provide a summary of the facts giving rise to the grievance, and a description of any relief sought.
- (c) The Employee and/or the Steward shall meet and discuss the grievance with the Coordinator of Employment and Labour Relations (or designate) in an attempt to resolve the grievance.
- (d) The Coordinator of Employment and Labour Relations (or designate) shall reply in writing to the grievance within five (5) days from the date upon which it was received.

Step 3

- (a) Failing satisfactory settlement within ten (10) days after the grievance was submitted under Step 2, the grievance shall be submitted in writing by the Union to the Director of Human Resources (or designate).
- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources (or designate) shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present the Coordinator of Employment and Labour Relations and a member of the Board, a Union Steward and President (or designate) of the Local.
- (c) Within ten (10) days of the meeting referred in (b) above, the Director of Human Resources (or designate) shall reply in writing to the grievance.
- (d) If the matter is not resolved at Step 3 of the grievance procedure, the Union may refer the grievance to arbitration.

24.03 The grievance procedure will not be invalidated by the decision of an Employee not to have a Steward present at any step of the grievance procedure.

24.04 Any level of the grievance procedure may be bypassed by mutual agreement of the parties.

24.05 Union policy grievances and grievances concerning termination of employment, suspension or harassment by a supervisor shall be filed within ten (10) working days by the Union or the Employee, as the case may be, becoming aware of the circumstances giving rise to the grievance, steps one (1) and two (2) of the grievance procedure may be bypassed and such grievance may be filed directly with the Director of Human Resources.

Arbitration Procedure

24.06 Except where good and sufficient cause is shown, no matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.

24.07 (a) The Union or the Employer, as the case may be, shall within ten (10) days of the date of the reply in the last step of the grievance procedure, notify the other party in writing by confirmed fax or personal delivery addressed to the other party indicating the name, address and telephone number of its nominee to an Arbitration Board.

- (b) Within ten (10) days thereafter, the other party shall answer by confirmed fax or personal delivery indicating the name, address and telephone number of its nominee to the Arbitration Board.
 - (c) The two (2) nominees shall then select a chairperson as expeditiously as possible.
 - (d) If the party receiving the notice fails to appoint a nominee, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 24.08 The parties may mutually agree to the appointment of a sole Arbitrator instead of an Arbitration Board, in which event, the provisions of this Article shall apply equally to the appointment of a sole Arbitrator where reference is made to an Arbitration Board.
- 24.09 The Arbitration Board 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.
- 24.10 The Arbitration Board shall determine its own procedure but shall give full and fair opportunity to all parties to present evidence and make representations.
- 24.11 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.
- 24.12 (a) The decision of the Arbitration Board shall be final, binding, and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. Except where this Agreement otherwise provides, the Arbitration Board shall have the power to alter or modify any penalty.
- (b) The Arbitration Board shall have the power to allow all necessary amendments to the grievance in order to determine the real matter in dispute.
- 24.13 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one-half (1/2) of those fees and expenses of the chairperson not covered by the provincial Department of Labour.
- 24.14 The time limits fixed in the grievance and arbitration procedure may be extended by consent of the parties.
- 24.15 In the event the parties disagree as to the meaning of the decision of the Arbitration Board, either party may apply to the Chairperson of the Arbitration Board to reconvene the Arbitration Board to clarify but not change the decision. Wherever possible, the reconvening of the Arbitration Board shall be by way of tele-conference.
- 24.16 At any stage of the grievance or arbitration procedure, the parties shall have the reasonable assistance of the Employee(s) concerned and any other witnesses. All reasonable arrangements will be made to permit the parties or the Arbitration Board to have access to the Employer's premises to view any working conditions that may be relevant to the resolution of the grievance.

ARTICLE 25 - JOINT CONSULTATION COMMITTEE

- 25.01 The Employer and the Union shall establish a Joint Consultation Committee made up of not more than three (3) Employees appointed by the Union, one of whom is the Union President, and not more than three (3) management representatives appointed by the Employer. An Employer and a Union representative from the Joint Consultation Committee shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- 25.02 By providing a forum for discussion, the Committee shall attempt to foster good communication and effective working relationships between the parties. The Committee does not have the authority to make decisions nor can it usurp the normal functioning of the grievance or collective bargaining processes between the parties.
- 25.03 The Committee shall determine its own procedure through consensus of its Committee members.
- 25.04 Bargaining unit members shall not lose pay or other benefits as a result of time spent during regular working hours in meetings and on activities related to the committee. There shall be no compensation of time spent outside regular working hours.

ARTICLE 26 - UNION REPRESENTATION

- 26.01 The Union may appoint a Collective Bargaining Committee that shall consist of not more than three (3) Union members, plus the President. 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 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.
- 26.02 A representative of the Union may be present when meeting with the Employer. The Union representative may have access to Employer's premises in order to investigate and assist in the settlement of a grievance.
- 26.03 The Employer shall be provided with a list, in writing, of all Union officers and their terms of office shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Union with a list of supervisory personnel with whom the Union may be required to transact business.
- 26.04 (a) The Employer acknowledges the right of the Union to appoint or otherwise select one (1) shop Steward and one (1) alternate at each school. The Employer shall be notified, within thirty (30) days of any changes to the list of stewards. It is understood that any training or meetings for the stewards shall be conducted outside of working hours.
- (b) Each Steward has regular work to perform on behalf of the Employer. To process a grievance during regular working hours, a Steward will do so as expeditiously as possible;
- (c) A Steward or alternate shall obtain the permission of the Steward's immediate Supervisor, or the immediate Supervisor's designate before leaving work to perform duties as a steward, such permission not to be unreasonably withheld;
- (d) The Steward shall report back to the Steward's immediate Supervisor before resuming the normal duties of the Steward's position after completing duties as a Steward;

- (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.

ARTICLE 27 - JOB SHARING

- 27:01 The terms and conditions governing job-sharing arrangements will be negotiated by the union and the Employer.
- 27:02 (a) Job sharing will only be permitted when jointly requested by existing Employees and those employed in job-sharing situations will continue to be members of the bargaining unit and covered by the Agreement.
(b) Notwithstanding Article 27.02(a), Library staff shall be permitted to find a job share partner from outside the bargaining unit, through the posting and qualification process, if there is no interested bargaining unit employee who is willing to job share.
- 27:03 Except as otherwise provided herein, Employees participating in job sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.
- 27:04 Job sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.
- 27:05 Both Employees in a job sharing arrangement must be permanent Employees, one of whom is the incumbent of the position to be job-shared. Both Employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job-shared.
- 27:06 An Employee wishing to job share her position has the responsibility of finding an eligible Employee willing to enter into the job-sharing arrangement. The two Employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate Supervisor of the position to be job-shared. The letter of application is to include a letter of support from the immediate Supervisor.
- 27:07 A position will be job-shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two (2) year maximum period must be mutually acceptable to the Employees, the Employer and the Union. At the end of the job-sharing period, the Employees will resume the full-time positions they held prior to entering into the job-sharing arrangement.
- 27:08 Each of the two Employees in a job-sharing arrangement will be required to fulfill one-half (1/2) of the full-time work schedule requirements or such ratio that may be agreeable to the Employer and the Employee, averaged over a maximum of two (2) complete bi-weekly pay periods.
- 27:09 A position that is unfilled as a result of a job share shall be filled by the posting process. If the incumbent in the job share retires or vacates her position the entire full-time position will be posted. The other partner in the job share will revert back to her position held prior to the job share arrangement. Job sharing will not be used in order to convert full-time positions into two or more part-time positions. This will not restrict the Employers' right to determine the needs of the school.

ARTICLE 28 - PREPAID LEAVE PLAN

28.01 Purpose

The Prepaid Leave Plan is established to afford Employees the opportunity of taking a one (1)

year leave of absence and to finance the leave through deferral of salary.

28.02 **Terms of Reference**

- (a) A suitable replacement for the Employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.
- (b) Applications under this plan will not be unreasonably denied by the Board.

28.03 **Eligibility**

Any permanent Employee is eligible to participate in the plan.

28.04 **Application**

- (a) An Employee must make written application to the Director of Human Resources on or before April 15th of the calendar year prior to the school year deferment is to commence, requesting permission to participate in the plan.
- (b) Written acceptance or denial of the Employee's request, with explanation, shall be forwarded to the Employee by June 30th in the calendar year the original request is made.

28.05 **Leave**

- (a) The period of leave will be one (1) school year.
- (b) On return from leave, the Employee will be assigned to his/her same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.

28.06 **Payment Formula and Leave of Absence**

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

- (a) During the deferral period of the plan, preceding the period of the leave, the Employee will be paid a reduced percentage of the Employee's salary. The remaining percentage of salary will be deferred, and this accumulated amount, plus the interest earned, shall be retained for the Employee by the financial institution appointed by the Union.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (c) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3 of the salary. The maximum length of any contract under the plan will be seven (7) years.

28.07 **Benefits**

- (a) While the Employee is enrolled in the plan prior to the period of the leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the plan.

- (b) An Employee's benefits will be maintained by the Employer during the leave of absence; however, the Employee shall pay the premium costs of all such benefits during the leave.
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had the Employee not been enrolled in the plan.
- (d) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Pension deductions shall be made on the salary the Employee would have received had the Employee not entered the plan, or gone on leave.
- (f) Sick leave credits will not be earned during the period of leave, nor will sick leave be available during such period.

28.08 **Withdrawal**

- (a) An Employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted, in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (b) In the event of withdrawal, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the plan.
- (c) An Employee who is laid off during the deferral period will be required to withdraw from the plan.
- (d) Should an Employee die while participating in the plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the Employee's estate as soon as possible with two (2) bi-weekly pay periods upon notice to the Employer.

28.09 **Written Contract**

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

ARTICLE 29 - EMPLOYER LIABILITY

- 29.01 (a) The Employer will defend, negotiate or settle claims or actions against an Employee for such claims, which arise from the performance of the Employee's duties and responsibilities (including alleged breaches of confidentiality) and provided the Employee was acting in the course of the Employee's employment.

- (b) The Employer will be responsible for any damages and legal costs against an Employee as described in (a) provided the Employee acted within the scope of Employee's employment.
- (c) If the Employer fails to defend any such claims or actions on the grounds that the Employee was not acting within the scope of the Employee's employment and it is subsequently determined that the Employee was acting within the scope of the Employee's employment, the Employer will reimburse the Employee for all reasonable expenses incurred in defending the claim.

ARTICLE 30 – TERM OF AGREEMENT

- 30.01 (i) The Union and the Employer mutually agree that this Agreement will be effective from the date of signing to March 31, 2010 and shall continue thereafter from year to year unless written notice of contrary intention is given by either party to the other party by October 1st in any year that it desires its termination or amendment.
- (ii) Notwithstanding 28.01, Article 5.1 shall be retroactive to the dates specified in Appendix “A”.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement at

_____, Nova Scotia, this ____ day of _____, 2008.

THE SERVICE EMPLOYEES
INTERNATIONAL UNION

SOUTH SHORE REGIONAL
SCHOOL BOARD

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness

Schedule 1: April 1, 2007 - March 31, 2008

		Years of Service				
		1	2	3	4	5
Level	Program Support Assistant Library Technician	\$ 13.80	\$ 14.67	\$ 15.55	\$ 16.44	\$ 17.31
Level	2 Program Support Assistant Library Clerk	\$ 11.84	\$ 12.53	\$ 13.24	\$ 13.95	\$ 14.67
	Substitute	\$ 11.84	\$ 11.84	\$ 11.84	\$ 11.84	\$ 11.84
	Librarian (annual Salary)	\$ 29,605.36	\$ 30,838.10	\$ 32,023.51	\$ 33,409.57	\$ 34,741.10

All Bargaining Unit Employees, except for Librarians, shall be paid according to the hourly rates as set out in Appendix "A". Librarians shall be paid an annual salary as set out in Appendix "A"

Schedule 2: April 1, 2008 - March 31, 2009

		Years of Service				
		1	2	3	4	5
Level	1 Program Support Assistant Library Technician	\$ 14.20	\$ 15.10	\$ 16.00	\$ 16.92	\$ 17.81
Level	2 Program Support Assistant Library Clerk	\$ 12.19	\$ 12.90	\$ 13.63	\$ 14.36	\$ 15.10
	Substitute	\$ 12.19	\$ 12.19	\$ 12.19	\$ 12.19	\$ 12.19
	Librarian (annual Salary)	\$ 30,463.91	\$ 31,732.41	\$ 32,952.19	\$ 34,378.45	\$ 35,748.59
	Autism Transition Facilitator	\$ 19.06	\$ 20.20	\$ 21.41	\$ 22.70	\$ 24.06

All Bargaining Unit Employees, except for Librarians, shall be paid according to the hourly rates as set out in Appendix "A". Librarians shall be paid an annual salary as set out in Appendix "A"

Schedule 3: April 1, 2009 - March 31, 2010

		Years of Service				
		1	2	3	4	5
Level						
1	Program Support Assistant Library Technician	\$ 14.61	\$ 15.54	\$ 16.46	\$ 17.41	\$ 18.33
Level						
2	Program Support Assistant Library Clerk	\$ 12.54	\$ 13.27	\$ 14.02	\$ 14.77	\$ 15.54
	Substitute	\$ 12.54	\$ 12.54	\$ 12.54	\$ 12.54	\$ 12.54
	Librarian (annual Salary)	\$ 31,347.37	\$ 32,652.65	\$ 33,907.80	\$ 35,375.42	\$ 36,785.30
	Autism Transition Facilitator	\$ 19.61	\$ 20.79	\$ 22.04	\$ 23.36	\$ 24.76

All Bargaining Unit Employees, except for Librarians, shall be paid according to the hourly rates as set out in Appendix "A". Librarians shall be paid an annual salary as set out in Appendix "A"

**LETTER OF UNDERSTANDING
PROGRAM ASSISTANTS – RED CIRCLING OF HOURS**

The parties of this Letter of Understanding agree as follows:

1. The hours of work for the Program Support Assistants listed below shall remain red-circled for the duration that the Program Support Assistant occupies the Program Support Assistant's current position.
2. The Program Support Assistants listed below whose hours of work are red-circled shall be required to work their red-circled hours.
3. The Program Support Assistants listed below may voluntarily reduce their red-circled hours of work to regular hours of work as stipulated in Article 6 of the collective agreement.
4. Red-circled hours voluntarily reduced shall not be reinstated.

5. The list of Program Support Assistants affected by this Letter of Understanding are as follows:

Wanda Wile	7	Jackie Swain	7
June Devanney	7	Wendy Tanner	7
Norma Cutler	7	Kelli Nauss	7
Francine Veinot	7	Kimberley Lamrock	7
Geraldine Wagner	7	Deborah Gilbert	7
Doris Veinotte	7	Katherine Jones	6 ¼
Dianne Mitchell	7		

WITNESS WHEREOF the parties hereto have signed this Collective Agreement at

_____, Nova Scotia, this ____ day of _____, 2008.

THE SERVICE EMPLOYEES
INTERNATIONAL UNION

SOUTH SHORE REGIONAL
SCHOOL BOARD

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness

Memorandum of Agreement

Between

Service Employees International Union

And

South Shore Regional School Board

Re: Substitute Arrangements

It is understood by all parties that it will be the responsibility of the school administration to arrange for substitutes for such times that employees are absent due to illness.

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness

Memorandum of Agreement

Between

Service Employees International Union

And

South Shore Regional School Board

Re: Violence Training in Dealing with Aggressive Students

The Employer agrees that it will provide training to address the issue of dealing with physically aggressive students. This training will be targeted towards those employees who have not participated in such training and who are assigned to students who display violent tendencies.

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness

**Memorandum of Agreement
Between
Service Employees International Union
and the
South Shore Regional School Board**

Re: Retirement Seminar

The Employer agrees that it will provide an opportunity to attend a retirement seminar for those employees scheduled to retire within five (5) years from their scheduled date of retirement.

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness

Memorandum of Agreement

Between

Service Employees International Union

And

South Shore Regional School Board

Re: Autism Transition Facilitator

Effective the date of signing of the collective agreement the position of Autism Transition Facilitator will become part of the collective bargaining agreement. It is agreed the current incumbent will retain this position with a wage grid reflected in the current wage table. The incumbent will retain seniority from the original date of hire in the position. The hourly wage will be the current wage in addition to economic wage increases as reflected in the collective agreement commencing April 1, 2008. This position will be recognized as a separate classification in the collective agreement.

Gerard Higgins, Business Agent, SEIU

Wanda Broome, Board Chairman

Jackie Swaine, Union Representative

Nancy Pynch-Worthylake, Superintendent

Kenneth Malcolm, Union Representative

Witness

Witness