

**COLLECTIVE AGREEMENT**

between the

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

and

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**April 1, 2021 to March 31, 2024**

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## ARTICLE 1 - PREAMBLE

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 administrative support services possible to the students within the bounds of resources available;
- (b) A relationship of goodwill, respect and dignity is essential between the Employer, the Employees, the students, the parents and all members of the educational community;
- (c) the purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and 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; and
- (d) it is also the purpose of this Agreement to encourage efficiency in operations.

1.2 In this Agreement:

- (a) "Agreement" - means this Collective Agreement between the Employer and the Union;
- (b) "Circuit Employee"- An Employee who works at two or more locations.
- (c) "Date of Hire" - means an Employee's first day of work as a permanent part-time or as a permanent full-time;
- (d) "Days" - means days exclusive of Saturdays, Sundays or holidays unless otherwise specified in this Agreement; for Employees working less than a twelve (12) month position, the months of July and August will also be excluded for the purpose of the grievance process;
- (e) "Employee" - means an Employee in the bargaining unit employed by the Employer;
- (f) "Employer" - means the South Shore Regional Centre for Education;
- (g) "Permanent Full-Time Employee" means an Employee who is regularly scheduled to work in a permanently established position established by the Employer as a full-time position (see Article 8);
- (h) "Holiday"- means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a holiday in this Agreement;
- (i) "Immediate Supervisor" - means the principal (or designate) or other person designated by the Employer;

- (j) "Local" - means the Nova Scotia Government and General Employees Union, Local 70;
- (k) "Parties"- means the Employer and the Union, the signatories to this Agreement;
- (l) "Probationary Employee" - means an Employee during the period of one hundred and fifty (150) days of actual work from the Employee's date of hire as a permanent full-time or as a permanent part-time Employee;
- (m) "Qualifications" - means the technical qualifications and conformance to the job specifications, as identified in the position description;
- (n) "Permanent Part-Time Employee" - means an Employee who is regularly scheduled to work in a permanently established position established by the Employer as a part-time position but who works less than the hours scheduled per week for a permanent full-time (see Article 8);
- (o) "School Year" - means the twelve (12) month period commencing August 1st and ending July 31st in the next calendar year;
- (p) "Service" - means the total accumulated months of employment with the Employer.
- (q) "Substitute" - means an Employee who is employed on an occasional 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. A substitute Employee may not work on a regularly scheduled basis for more than forty-five (45) days of actual work. A substitute Employee is not a member of the bargaining unit and does not accumulate service.
- (r) "Term Employee" - means an Employee who is employed on a temporary basis of more than forty-five (45) days of actual work that is of definite duration defined by reference to time or to an event, to fill a position temporarily vacated by a regular Employee. Term Employees are members of the bargaining unit but have no recall rights; do not acquire seniority. A term Employee who becomes a permanent Employee, in the same position, at the expiration of the term shall be credited with the days worked in the term position towards the probationary period; positions for which there is no incumbent will be advertised as permanent positions after one hundred and thirty five (135) days and the "term" Employee has no prior claim to the position;
- (s) "Union" - means the Nova Scotia Government and General Employees Union;
- (t) "Vacancy"- means there is no bargaining unit incumbent in that position; and
- (u) "10.5 Month Employee"- means an Employee who occupies a permanent full-time or permanent part-time position that is identified in Article 8.3 (a) and 8.3 (b). Classifications identified in Article 8.3 (a) and 8.3 (b) will be paid the applicable

holiday(s) together with vacation pay in accordance with Article 10 and Article 11.

- (v) "Board" means the South Shore Regional Centre for Education ("SSRCE").
- (w) "Surplus" or "Surplus Employee" means a permanent or probationary status employee whose position has been deemed to be in excess of the number of positions required by the Employer within their school(s)/work location(s).

1.3 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 lock-out as defined by the Trade Union Act during the term of the Agreement.

1.4 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.

## **ARTICLE 2 - RECOGNITION**

2.1 (a) The Employer agrees to recognize and does hereby recognize the Union as the sole bargaining agent for all permanent full-time and permanent part-time administrative support Employees of the Employer as described in Order #4509 of the Labour Relations Board (Nova Scotia) referred to as Interim Order (i) dated June 20, 1997, as amended.

(b) The following is a list of exclusions to the bargaining unit described in Article 2.1(a) as determined by the Labour Relations Board (Nova Scotia) and subsequent Agreements of the Employer and the Union:

- Employees in the Instructional Support Bargaining Unit (SEIU);
- Employees in the Operational Support Bargaining Unit (CUPE);
- Teachers;
- Supervisors and those above the rank of Supervisor;
- Transportation Officer;
- Communications Officer;
- Personnel Officer;
- Executive Assistant to Regional Executive Director of Education;
- Executive Assistant to the Director of Human Resources;
- Executive Assistant to the Director of Programs and Student Services;
- Executive Assistant to Coordinator of Human Resources;
- Executive Assistant to Director of Finance;
- Executive Assistant to the Director of Operations; and
- Coordinators.

2.2 This Agreement applies to:

- (a) Permanent full-time Employees;
- (b) Permanent part-time Employees;
- (c) Probationary Employees from the date of hire, except as otherwise provided for

in this Agreement; and  
(d) Term Employees except as otherwise provided for in this Agreement.

- 2.3 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or it's representatives, which may conflict with the terms of this Collective Agreement.
- 2.4 It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.
- 2.5 Where there are more than three (3) Employees at a work location, the Employer shall provide sufficient space and access to bulletin boards for the posting of Union Notices, which shall be accessible to Employees.
- 2.6 The Employer will permit reasonable use to the Local of the inter school mail delivery system, fax machines, e-mail and telephone services provided that such use is at no additional cost to the Employer.
- 2.7 The Employer will permit Committee and General Membership Meetings of the Local to be held in schools of the Employer provided prior permission is received and providing that the Employer incurs no additional cost to hold such meeting.

### **ARTICLE 3 - NO DISCRIMINATION/HARASSMENT**

- 3.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the Human Rights Act, and without restricting the provisions of that Act, there shall be no discrimination on account of age (except in accordance with a bona fide retirement plan or policy of the Employer), race, color, religion, creed, sex, sexual orientation, gender identity and gender expression, physical disability or mental disability (except where the nature and extent of the disability reasonably precludes the performance of the particular employment or activity), an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, or political belief, affiliation or activity nor by reason of membership or activity (or lack thereof) in the Union.
- 3.2 The Employer shall make reasonable accommodation for the Employees to ensure they are not discriminated against pursuant to the Human Rights Act and this Article and the Union shall cooperate with such reasonable accommodation.
- 3.3 The Employer recognizes the right of Employees to work in an environment free of harassment and provides measures in Employer policy and procedures. Employees may have the assistance of a Union representative in dealing with issues arising under this Article.
- 3.4 The South Shore Regional Centre for Education (SSRCE) and the Nova Scotia Government and General Employees Union (NSGEU) believe in social justice and the value of diversity. The parties recognize the diverse communities served by the SSRCE

and believe that the composition of the workforce should reflect the diversity of these communities. Where mutually agreed, and such agreement shall not be unreasonably withheld, designated positions or other employment equity considerations may be a component of the selection processes for classifications covered by this Agreement. Parties agree that Employment Equity provisions and processes will be a standing item of the Joint Consultation Committee (JCC). The Employer agrees to provide the union with all information regarding the employment equity provisions or considerations.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.1 a) The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees (including Probationary and Term Employees) in the bargaining unit.
- (b) The Union will inform the Employer in writing of the deduction to be made in accordance with Article 4.1(a).
- 4.2 Deductions shall be made from each pay commencing from the date of employment and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by particulars identifying each Employee, employment status and the deductions made on the Employee's behalf.
- 4.3 The Employer agrees to put the Union dues deducted on the Employees' T-4s.
- 4.4 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.
- 4.5 The Employer agrees to notify the Presidents of the Local, within ten (10) days, in writing or electronically of appointments (including term appointments), long term vacancies, reclassification, transfers, exchanges of position, job sharing arrangements (including extensions), resignations, terminations, layoffs and recalls within the bargaining unit.
- 4.6 Prior to February 15, the Employer will provide an up to date list of all active Employees as of December 31 to the Local President(s). This list will contain the name, work location, job title, home address and home phone number.

#### **ARTICLE 5 - NEW EMPLOYEES**

- 5.1 The Employer agrees to acquaint new Employees with the fact that a Union Collective Agreement is in effect and provide each new Employee with a copy of the Collective Agreement.
- 5.2 The Employer shall provide new Employees with a copy of their job description and information relating to benefit plans.



## **ARTICLE 6 - EMPLOYEE INFORMATION**

- 6.1 The parties agree to have printed in booklet form sufficient copies of this Agreement, the cost of which shall be shared equally between the Employer and the Union. All new Employees will receive Agreements electronically, but printed booklets shall be available upon request.
- 6.2 The Employer shall make current job descriptions available on the Employer's intranet.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.1 The Union and the Employees covered by this Agreement recognize and acknowledge that the Employer has the exclusive right to manage the Employer's system and any enterprise in which the Employer 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 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; and
  - (e) study or introduce new or improved methods or facilities, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work or services, and all other matters concerning the operation of the Employer's services not specifically restricted in this Agreement.
- 7.2 All Employees are hired by the Employer and may be temporarily assigned, from time to time, to respond to unforeseen or non-recurring situations, to a school or office building, which requires the Employee's services.
- 7.3 (a) The Employer recognizes the importance of job security to members of the bargaining unit and their contribution to the educational system and therefore agrees that it will not contract out work if it will result in the dismissal, layoff or reduction in regular hours of bargaining unit members or if it will result in laid-off members not being recalled.
- (b) Where work is contracted out for reasons beyond the control of the Employer, the Employer will make reasonable efforts to obtain positions with the contractor for Employees whose work is contracted out. The Employer will provide the Union

with notice prior to contracting out services and will discuss its reasons with the Union.

- (c) An Employee who indicates the Employee would like the option to return to the Employee's employment with the Employer within thirty (30) days of the proposed contracting out shall be given three (3) months to return to the Bargaining Unit after the Employee commenced employment with the contractor; and
  - (d) The Employer agrees to be bound by section 31 of the Trade Union Act.
- 7.4 The Employer and the Union agree that neither party will exercise their rights in an arbitrary, capricious or bad faith manner.
- 7.5 No changes will be made to working conditions, which Employees presently enjoy, and which are not contained in this Agreement until such changes are first discussed with the Joint Consultation Committee.

#### **ARTICLE 8 - HOURS OF WORK**

- 8.1 (a) Subject to Article 8.1(b) and (c) the regular work hours for all permanent full-times (both 10.5 and 12 month Employees), shall be thirty-five (35) hours per week, scheduled five (5) days per week, Monday through Friday. The normal working day shall consist of seven (7) hours scheduled between the hours of 7:00 a.m. and 6:00 p.m.
- (b) Notwithstanding Article 8.1(a) the regular work week for Dispatchers will be forty (40) hours per week scheduled, five (5) days per week, Monday through Friday scheduled between the hours of 7:00 a.m. and 6:00 p.m. except when school is not in session. During March break, December break and summer break, the clerk dispatchers shall revert to the normal hours worked by the members of the bargaining unit as per Article 8.1(a) during these time periods with pay to be reduced accordingly.

Notwithstanding Article 8.1(a) the regular work week for the IT Support Specialists and the Information Systems and Design Officer, will be forty (40) hours per week, scheduled five (5) days per week, Monday through Friday, except when school is not in session. During March break, December break and summer break, the IT Support Specialists and the Information Systems Administrator and Design Officer will be allowed to work a modified or flex work week on a mutually agreed schedule.

In recognition of the fact that this classification may have travel responsibilities which may necessitate travel outside normal work hours, such additional time will be banked at the applicable overtime rate and such time will be used when operationally feasible.

It is agreed that all overtime, other than travel time, worked by IT Support Specialists will be accumulated at the rate of one and one-half (1 1/2) times the regular rate for all hours in excess of their regularly scheduled hours.

- (c) Each normal work day shall include a one (1) hour unpaid meal break.

The Employer will not prevent Employees from leaving their stations during the lunch break. The meal break may be reduced to one-half (1/2) hour if mutually agreed by the Employee and the Employer. All existing one-half (1/2) hour lunch periods shall be continued unless extended by mutual agreement.

- (d) Unless otherwise agreed by the Employer and the Employee:

- (i) Employees in a position of six (6) or more hours a day are entitled to two (2) fifteen (15) minute paid breaks during their day; and
- (ii) Employees in a position of three and a half (3 1/2) hours up to but not including six (6) hours a day are entitled to one (1) fifteen (15) minute paid break during their day.
- (iii) Notwithstanding Article 8.1(a) the regular work week for the IT Support Specialists and the Information Systems and Design Officer, will be forty (40) hours per week, scheduled five (5) days per week, Monday through Friday, except when school is not in session. During March break, December break and summer break, the IT Support Specialists, and the Information Systems Administrator and Design Officer will be allowed to work a modified or flex work week on a mutually agreed schedule. It is agreed that all overtime, other than travel time, worked by IT Support Specialists will be accumulated at the rate of one and one-half (1 1/2) times the regular rate for all hours in excess of their regularly scheduled hours.

Classifications that have travel responsibilities which may necessitate travel outside normal work hours, such additional time will be banked at the applicable overtime rate and such time will be used when operationally feasible.

- (e) The normal working day may vary for special circumstances in some schools. The Principal/Supervisor, in consultation with the Regional Executive Director will determine the times, provided the complete working day equals seven (7) hours for permanent full-time Employees.

8.2 (a) The Employer may, where operational requirements permit, authorize a flexible working hours schedule, provided the annual total is not reduced.

- (b) Where Employees have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work week schedule, providing operational requirements permit and service is not adversely affected. The averaging period for a modified work week shall not exceed 4 calendar weeks, except as mutually agreed between the Employer and the Employee.

8.3 (a) The work year shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer, plus a total of eleven (11) additional days which shall be either immediately afterschool closing

in June, or immediately prior to school opening in September, or a combination of both as determined by the Employer as per the following list:

- School Administrative Assistants; and
- Administrative Assistants in Central/Regional Office;

(b) The work year shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer, plus a total of ten (10) additional days which shall be either immediately after school closing in June, or immediately prior to school opening in September, or a combination of both as determined by the Employer as per the following list:

- Student Support Workers
- Lead Early Childhood Educators
- Support Early Childhood Educators

(c) The work year for twelve (12) month Employees will be as per the following list:

- Administrative Assistants in Central/Regional Office;
- Receptionist/Clerk;
- Procurement Analyst;
- IT Support Specialists;
- Clerks;
- Transportation Clerk
- Head Payroll Clerk;
- Payroll Clerks;
- Accounts Payable Clerk;
- Accounting Clerks;
- Information Systems Administration and Design Officer
- SchoolsPlus Community Outreach Workers;

8.4 An Employee who works less than seven (7) hours per day shall work their hours consecutively and only have hours extended by their required lunch break in their position.

8.5 If the Employer increases the hours currently designated to a position, the incumbent in the position will automatically be given the increased hours. If the incumbent in the position is currently assigned full-time hours, then the priority will be given to Employees at that work site, in the same classification, who are permanent part-time Employees (by seniority) before posting the vacancy, subject to articles 16.9 and 16.10 - Layoff and Recall.

## **ARTICLE 9 - OVERTIME**

9.1 In cases of emergency Employees will not unreasonably refuse to report for overtime and call back.

9.2 All overtime must be approved in advance by the appropriate Supervisor.

It is recognized that there may occasionally be extenuating circumstances when it is not possible for an Employee to obtain prior authorization for overtime. In those circumstances, the Employer will not unreasonably refuse to compensate the Employee for that overtime.

9.3 Overtime shall be offered to those Employees who are willing and qualified to perform the available work.

The opportunity to work overtime shall be offered first to the Employees who ordinarily do the work, which needs to be done.

If the regular Employee is not available to do the overtime then part-time Employees (by seniority), working at the same location will be offered the extra hours.

9.4 All time worked in excess of an Employee's regular scheduled working day or working week shall be compensated at the rate of time and one-half the Employee's regular rate of pay. For part-time Employees, overtime shall not be paid until the Employee has worked the usual number of hours for a full-time Employee in that classification. Overtime shall be rounded up to the nearest quarter (1/4) hour when calculating overtime compensation.

9.5 All work performed on weekends, or all work performed during an Employee's vacation, with prior written authorization from the Employer, including any of its representatives, shall be compensated at the rate of double the Employee's regular rate of pay.

9.6 Overtime compensation shall be paid in the next pay period. Both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and agree on when the time is to be taken. Such time shall be taken at the applicable overtime rate.

(a) Employees who accumulate time off in lieu of pay are encouraged to use the accumulated hours in the year in which the hours are accrued.

9.7 10.5 month Employees shall not be required to report for work and are not paid during the following periods when the school system is closed:

- (a) March Break;
- (b) December Break; and
- (c) Summer Break, other than the period set out in Article 8.3(a).

If such Employees are requested to work, and agree to come to work, they will be paid overtime for all such time worked at the applicable overtime rate.

9.8 (a) In situations other than those where Article (9.7) applies, where an Employee has left work for the day and is requested to and agrees to come back for work which occurs before the Employee's next scheduled work, such Employee shall be paid the greater of four (4) hours straight time pay or time and one-half for all time worked.

(b) There shall be no guaranteed four (4) hours pay (as per "a" above) if the

Employee is informed of such work and its starting time before the Employee has left work on the Employee's last scheduled shift prior to the unscheduled work.

- 9.9 Where the Employee is required to work at home, outside their normal hours of work, as a service to the Employer, the Employee shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for the time spent performing service for the Employer, rounded to the nearest quarter (1/4) hour.
- 9.10 Notwithstanding 9.5(a) SchoolsPlus Community Outreach Workers who agree to work at the annual overnight day camp, known as the Brigadoon Camp, shall be compensated for all hours worked, including travel, at the employee's regular (1x) rate of pay. If the number of employees who agreed to work is greater than the number needed, the employer will select employees on a seniority basis. Both the Employee and the Employer agree that time off may be granted in lieu of pay and when there is mutual agreement on when the time is to be taken.

### ARTICLE 10 - HOLIDAYS

10.1 Permanent full-time Employees shall be given the following paid holidays:

(a) New Year's Day	(i) Truth and Reconciliation Day
(b) Heritage Day	(j) Thanksgiving Day
(c) Good Friday	(k) Remembrance Day
(d) Easter Monday	(l) One half (1/2) day on Christmas Eve
(e) Victoria Day	(m) Christmas Day
(f) Canada Day	(n) Boxing Day
(g) First Monday in August	(o) One half (1/2) day on New Years' Eve
(h) Labour Day	
and such other holidays as are proclaimed legal holidays by the Federal or Provincial Government or the Minister of Education.	

Permanent 10.5 month Employees shall be paid for the above holidays only if such Employee has received or is entitled to receive pay on the Employees last regularly scheduled working day immediately preceding the holiday, and pay on the Employees first regularly scheduled working day immediately following the holiday which shall include any of the additional eleven (11) days or ten (10) days of work scheduled as provided for in Article 8.3(a) or 8.3 (b).

- 10.2 When a paid holiday coincides with the Employee's day of rest, the Employer shall grant the holiday with pay on either the working day immediately prior to or following the day of rest or another day mutually agreed upon between the Employee and their immediate Supervisor.
- 10.3 If a paid holiday falls during the Employee's scheduled vacation period, the Employee shall be credited with an additional vacation day.
- 10.4 An Employee who is required to work on a holiday shall be paid two (2) times the regular rate of pay for the hours worked on the holiday and shall receive another day off at a time mutually agreed between the Employee and immediate Supervisor.

## ARTICLE 11 - VACATIONS

- 11.1 The vacation year shall be August 1 to July 31.
- 11.2 For twelve (12) month Employees, vacations may be taken at any time throughout the twelve (12) month period subject to the operational requirements of the Employer as determined by the Employer. Subject to the foregoing, vacations will be granted in each work location in accordance with seniority and the personal preference of Employees will be considered and will not be unreasonably denied.
- 11.3 Employees leaving the employ of the Employer prior to July 31 in any year shall have their termination pay adjusted according to a pro-rated calculation of vacation benefits accrued.

Years of Service	12 Month Employees	10.5 Month Employees
Less than one year	Pro-rated portion of fifteen (15) working days	6% of Employee's gross (87.5% of 12 month entitlement)
1 - 8 years	Fifteen (15) working days	6% of Employee's gross wages (13 working days)
9 - 17 years	Twenty (20) working days	8% of Employee's gross wages (17.50 working days)
18 years and over	Twenty-five (25) working days	10% of Employee's gross wage (22 working days)
30 years and over	Thirty (30) working days	12% of Employee's gross wages (26.5 working days)

- 11.4 (a) Employees shall accumulate vacation entitlement as follows:
- (b) The vacation entitlement of permanent part-time Employees shall be pro-rated in accordance with actual duration of service.
- (c) 10.5 month Employees with vacation entitlement in excess of six (6%) percent will have the option of taking that entitlement in excess of six (6%) percent in vacation days rather than wages. Should an Employee choose to take the vacation days, rather than the increased percentage of vacation pay, they shall communicate this request to the Employer, no later than June 30th, immediately preceding the vacation year.
- (d) In the ninth year of service, after the anniversary date of hiring, a 10.5 month Employee shall be entitled to a portion of the four and one half (4.5) extra vacation days for that vacation year.
- 11.5 For twelve (12) month Employees; vacation may be re-scheduled before or after its commencement, upon mutual agreement where an Employee is afflicted with a serious illness or injury.
- 11.6 For twelve (12) month Employees, any vacation may be used one (1) full day or partial

at a time provided the Employee has the consent of the Employees supervisor.

- 11.7 Twelve (12) month Employees shall earn vacation entitlement equivalent to the number of hours they are normally scheduled to work.
- 11.8 Twelve (12) month Employees shall be paid for vacation time at the regular rate of pay in effect at the time the vacation is taken. Adjustments to their pay will be made on the appropriate date and paid to the Employees as if they were at work.
- 11.9 An Employee who is not able to schedule all their vacation may carry over up to ten (10) days of such unused vacation to the following years, to a maximum accumulation of fifteen (15) days. Accumulated days may be used in any school year. Vacation beyond the maximum accumulation will be paid out when vacation requests are denied or cancelled for operational purposes.
- 11.10 Vacation entitlement shall be displayed on the Employee's bi-weekly pay advice.
- 11.11 For 10.5 month Employees vacation pay shall be paid with each pay in accordance with the percentage entitlement as provided for in this Article.
- 11.12 10.5 month Employees shall be entitled to take up to five (5) unpaid days during the one hundred ninety-five (195) day school year, such days to be scheduled by mutual agreement between the Employee and the immediate Supervisor of the Employee.

## **ARTICLE 12 - SICK LEAVE PROVISIONS**

- 12.1 Sick leave with pay is granted against accumulated credits. 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.
- 12.2
  - (a) Employees shall earn sick leave credits at the rate of one and one half (1.5) days per month of active service to a maximum sick leave accumulation of one hundred ninety-five (195) days.
  - (b) Employees shall be allotted their full amount of days for the year in September and be permitted to use them any time during their regularly scheduled year. If the Employee leaves the employ of the Employer, and if they have used more days than they have earned before their departure then the Employer can make deductions from any monies owing the Employee upon departure.
- 12.3 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.
- 12.4
  - (a) An Employee may be required to produce a medical Request for Medical Information Form 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.
  - (iii) 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 Employee and shall notify the Employer whether or not the Employee has been ill, whether or not the illness prevented the Employee from coming 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 12.04(a)(ii) applies, the Employer may require an Employee to be examined by a mutually agreed alternate medical practitioner or, if the Employer and the Employee are unable to agree, the Employer will designate three (3) medical practitioners.

The Employer may reject up to two of the three medical practitioners designated by the 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, which 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) Where pursuant to this Agreement an Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full cost of any such examinations, medical certificate, forms or reports. The cost of providing a medical certificate shall be at the Employer's time and expense.
- 12.5 Employees who are ill shall endeavor to notify the Employer of the expected duration of the illness as early as possible and shall endeavor to give the Employer the maximum possible notice of their return to work.
- 12.6 Upon returning to work from an illness or injury, the Employer is required to make reasonable adjustments to the workplace, location, hours of work and/or duties in order to accommodate the Employee's return to work to the extent that it does not cause undue hardship. The Employer and Employees are both obligated to cooperate in efforts to a successful return to work.
- 12.7 (a) Where there is reason to believe that an illness is caused due to the abuse of alcohol or other drugs, the Employer shall offer the Employee to undergo a medical examination by a medical doctor or other health care professional who specializes in the treatment of alcohol and drug problems. An Employee directed to undergo such examination, shall be granted leave with pay to attend the examination. Where the Employee in question is requested by the Employer, and voluntarily elects to undertake a full treatment and rehabilitation program

approved by the Employer, the Employee shall be granted entitlement to utilize accumulated sick leave in accordance with this Article.

- (b) Nothing in Article 12.7(a) shall be interpreted to restrict the Employer's right to discipline, independent of such treatment program.

### **ARTICLE 13 - SENIORITY**

- 13.1 (a) Seniority is defined as an Employee's length of service with the Employer, since the Employee's most recent Date of Hire as an Employee in the bargaining unit less periods of time for which seniority does not accumulate pursuant to this Agreement.
- (b) Notwithstanding any other provision of this Agreement, seniority shall not accumulate (but shall not be lost) when the Employee is on an unpaid leave of absence for more than one (1) year.
- (c) When an Employee works in a term position that is consecutive with the date of hire into a permanent position, that Employee's seniority and service will be retroactive to the start of the term date upon successful completion of the probationary period.

- 13.2 The Employer shall maintain a seniority list showing the date upon which the Employee's service with the Employer commenced. Where two or more Employees commenced work on the same date, and have the same total accumulated seniority, preference shall be given to the Employee with the higher last digit of the Employee's Social Insurance Number. If the tie remains unbroken, the higher of the last two digits shall be used. Present potential seniority conflicts will be identified and dealt with through the same mechanism prior to completing the seniority list and thereafter using the same procedure.

An up to-date seniority list as of December 31 shall be provided to the Union and posted annually in the work place by February 15. Any objections to the seniority list must be made within forty-five (45) days of posting. If no objection is made, the list is deemed to be correct in respect to that Employee and no further challenge may be made.

- 13.3 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 the Employee's resignation within three (3) days;
  - (c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to 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;

- (d) the Employee is laid off for more than two (2) years;
- (e) the Employee is not able to return to the Employee's position after thirty (30) months from the final payment of salary and wages and is not receiving Workers' Compensation and is still not able to return to work. The Employer will contact the Employee no later than month twenty-four (24) of the absence to determine if a return to work, including any accommodation options, is possible prior to the loss of seniority at month thirty (30); and
- (f) the Employee retires.

If the Employee returns to the employ of the Employer after losing seniority pursuant to this Article, the Employee's seniority will not be restored.

#### **ARTICLE 14 - PROBATIONARY EMPLOYEES**

14.1 Notwithstanding any other provision in this Collective Agreement a newly hired Employee shall be on probation for a period of one hundred and fifty (150) of actual work from the date of hire as a permanent full-time or permanent part-time Employee ("Probationary Employee") and shall be subject to the following terms and conditions:

- (a) Probationary Employees will receive an oral evaluation at thirty (30) days, a written evaluation at ninety (90) days and a final written evaluation at the expiry of the probationary period.
- (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.
- (c) A probationary Employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Agreement.
- (d) A probationary Employee shall be obliged to pay membership dues to the Union during any probationary period.
- (e) The seniority of a probationary Employee shall, on successful completion of the probationary period, revert back to the Employee's date of hire.
- (f) 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 but not earned if the Employee does not successfully complete the probationary period.
- (g) Probationary Employees shall have the right to grieve.
- (h) If a probationary Employee 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.

14.2 A probationary Employee discharged during the probationary period for unsatisfactory work performance shall be given ten (10) calendar days' notice of discharge or pay in lieu of notice.

14.3 If an Employee is recalled to the same position after the summer break, the summer break will not be considered a break in the probationary period.

However, if the Employee returns to a different position after the summer break the Employee must serve the complete probationary period but for seniority purposes service will begin upon the date of the first hire.

14.4 A term Employee who becomes a permanent Employee, in the same position, at the expiration of the term shall be credited with the hours worked in the term position towards the probationary period.

#### **ARTICLE 15 - JOB POSTING AND STAFF CHANGES**

15.1 When a vacancy in the bargaining unit arises, the Employer will, within seven (7) days, advise the Local Presidents and NSGEU Employee Relations Officer of whether and/or when the vacancy will be posted together with information as to any interim measures to be taken with respect to the vacancy.

When a vacancy in the bargaining unit is to be filled, the Employer shall post notice of the position on the Employer's website for a minimum of five (5) working days. Applications for such vacancies shall be submitted through the on-line application system. Those technically unable to apply online are required to contact the Human Resources Departments for assistance.

"Term Employees" will not have recall rights, layoff rights, seniority rights, and will not have the advantage of their term qualifications being considered as time which will "immediately" qualify them for a permanent position while working in a term position.

Term Employees will only be considered for bargaining unit positions once it has been deemed that there are no permanent eligible Employees, but given preference over external candidates once they have completed the probationary period.

15.2 If the posting is for a term position:

- (a) if the term is for a period of less than one hundred ten (110) working days, no Employee in the bargaining unit can apply;
- (b) if the term is for a period of one hundred ten (110) working days or more, any Employee in the bargaining unit can apply and if a permanent bargaining unit Employee fills the position they can work in that position until the incumbent returns.

If the term position is extended beyond the end of the first year then the term

position will be reposted if the position is held by an Employee who is not a permanent Employee. The Employer and the Union must agree to extend the term of the non-permanent Employee;

- (c) at the conclusion of the leave the permanent Employee has the right to return to their original position;
- (d) if the position is vacated by the incumbent, the replacement bargaining unit Employee will be able to apply for the posted vacancy and remain in the position until the position is filled;
- (e) Should a term position be discontinued prior to its end date, the employee will be advised in writing not less than ten (10) working days prior to the date of discontinuance. If notice is not given within 10 working days, an employee shall continue to receive his/her pay for the number of days for which the notice was not given, or
- (f) the vacant position will be posted and filled in accordance with this article.

15.3 The posting will contain a general job description, qualifying requirements, rate of pay, and hours of work, commencement date and other relevant information.

15.4 Subject to Articles 15.1 and 15.8, the Employer shall have the right to fill the position on a temporary basis until a permanent appointment is made.

Where more than one qualified Employee works at a single location all hours created by the absence of the full-time Employee will be offered to qualified part-time Employees or qualified full-time circuit Employees (by seniority) who also work at that location before a substitute is offered the work.

15.5 In filling a vacancy in an existing or new position, the candidate's skills, qualifications, and ability, to perform all of the required functions of the work in question within a reasonable familiarization period shall be the primary factors assessed and determined by the Employer; provided, however, that where all of those factors are determined by the Employer to be relatively equal, seniority will govern.

15.6 The Employer may advertise vacancies for persons outside the bargaining unit concurrently with the internal posting process described in this Article, but no consideration shall be given to any external applications until the Employer has fully processed all applications from all Employees in the bargaining unit and found no suitable applicant. If the Employer considers outside applications, the Union will be informed of the reasons prior to filling the positions.

15.7 Notwithstanding any other clause in the collective agreement and unless otherwise specified, All vacancies within the Bargaining Unit, including promotions and new positions, will be filled in the following sequence:

- (a) Permanent Employees within the same classification and same percentage
- (b) Employees who are laid off or in receipt of layoff notice.
- (c) Permanent Employees, all classifications and any percentage.
- (d) Term Employees who have completed the probationary period and are employed at the time of the posting
- (e) External applicants.

15.8 After a position is posted, the position will be awarded to the successful applicant as soon as operationally possible. If there is a significant delay in the commencement date of the position, the reason will be communicated to the successful applicant and to the Local President.

After filling a job vacancy, the Employer will advise the unsuccessful applicants as to the name of the successful applicant.

15.9 For permanent positions all vacancies and all subsequently created vacancies shall be posted.

15.10 If the qualifications for a job, which has been posted, are changed after the job has been posted and before it is filled, the job shall be posted again setting forth the revised qualifications before an appointment is made.

15.11 Prior to filling a vacancy, reasonable consideration will be given to an applicant who does not possess the required qualifications, but is in the process of attaining such qualifications. Such Employee will be given a reasonable period to attain the required qualifications and the right to return to the Employee's former position if the qualifications are not attained within such time.

15.12 (a) The Employer shall have the right to transfer Employees before posting vacancies as it deems appropriate to maintain efficient operations, but shall not require an Employee to accept a transfer without the Employee's consent, which would require the Employee to travel in excess of twenty-two (22) additional kilometres (one way distance) than what is currently traveled to the Employee's present work location.

(b) The restriction in Article 15.12(a) shall not apply to a circuit Administrative Assistant who is compensated financially for travel from the Administrative Assistant's "base" school to other assigned schools.

(c) If an Employee is assigned a vacant position, which has a lower salary than that of the Employee's former classification, the salary of the Employee shall be "red-circled" for a period of one-year.

15.13 When an Employee is the successful applicant, such Employee shall be placed in the position on a trial basis for an established period not to exceed sixty (60) working days. If the individual proves unsatisfactory during the trial period, or if the Employee requests then the Employee shall be returned to the Employee's former position, wage or salary rate, without loss of seniority.

15.14 Where technological changes cause the elimination of positions within the bargaining

unit, the Employer shall make every effort to retain regular Employees if jobs are eliminated by the change and, where feasible, shall provide training to qualify such Employees for other positions, which are available. Employees shall be given a reasonable period of time during which they may have an opportunity to acquire the necessary skill.

- 15.15 From time to time the Employer may request Employees to enroll in job related courses or programs. In such cases the tuition and related expenses shall be paid by the Employer. There shall be no interruptions to the Employee's salary or benefits.
- 15.16 The Employer shall provide copies of all approved appointments, requests and staffing changes to the Union.
- 15.17 Staffing Procedures – Lead Early Childhood Educators and Support Early Childhood Educators

Notwithstanding any of the above, the following articles outline the distinct staffing procedures required for each classification of Lead ECEs and Support ECEs employees unless otherwise specifically referenced herein. For further clarification, this process only applies to permanent Lead ECE and permanent Support ECE positions.

- (a) No later than April 1st, the staffing chronology for Lead ECEs and Support ECEs will be determined and communicated to employees each school year. The Employer and the Union may amend the date as set out above provided such amendment is mutually agreed.
- (b) The Employer shall begin the staffing process by the first week of May of each school year and shall send “surplus” notices to impacted employees upon starting the staffing process.
- (c) Request for Transfer(s)  
To be considered eligible for the transfer round, all regular permanent status employees must submit their request(s) for transfer to the Employer prior to end of day May 1st of each school year. An employee’s transfer request(s) will only include schools the employee accepts as an automated transfer assignment for the upcoming school year. Request(s) must be for a position within the same classification and percentage of work.
- (d) Transfer Round  
The Employer shall attempt to assign all permanent vacant positions using the Transfer information with priority given to employees with the most seniority. Employees will be automatically placed in a vacant position in this round. Employees will be notified once they are assigned a permanent position. Any permanent position not filled via a transfer round may be filled by using Article 15.
- (e) The Employer shall use the Transfer information to fill all permanent vacant positions until October 15th of each school year. Any permanent position not filled via the transfer round may be filled using Article 15.

- (f) **Term Round/Postings**  
Following the completion of the transfer rounds on October 15th, the Employer shall post all remaining permanent vacancies as term positions.
- (g) After October 15th of a school year, the employer agrees to not layoff any permanent Lead ECE or Support ECE employee for current school year.
- (h) Notwithstanding any other provision of this Collective Agreement, the Employer and the Union may amend the Lead ECE and Support ECE Staffing processes as set out above provided such amendments are mutually agreed. In the event that Lead ECEs & Support ECE staffing changes are to be discussed, representatives of the Joint Consultation Committee will discuss considerations associated with a fair and reasonable process and procedure for implementation. In the event an agreement is reached through this JCC discussion, said agreed-to provisions will be adopted. Likewise, in the event that no agreement is reached through the JCC discussion, status quo language as set out herein stands.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

- 16.1 (a) An Employee may be laid off because of shortage of work, shortage of funds, technological change, reorganization of a function, school closure or because of the elimination of a position or classification.
  - (i) For Lead Early Childhood Educators (Lead ECEs) and Support Early Childhood Educators (Support ECEs), a full layoff occurs when, as a result of the annual staffing process, a regular full-time or regular part-time Employee is/remains surplus after October 15th.
- (b) The Employer agrees that volunteers will not perform work normally performed by members of the Bargaining Unit.
- 16.2 When it is necessary to invoke staff reductions it will be completed, whenever reasonably possible, by resignations and retirements.
- 16.3 All applicable vacancies shall be identified and shall follow the process outlined in Article 15.5 before vacancies shall be offered to an employee in receipt or notice of layoff. Once article 15.5 has been followed, the remaining or resulting vacancies shall be offered to the employee(s) on layoff and the Employee shall be assigned to the position of their choice, subject to consideration of the provisions herein.
  - (a) If there is more than one Employee affected, their order of preference shall be determined by their order of seniority.
  - (b) When schools are scheduled for closure, reductions will be done by seniority. Laid off Employees shall have rights pursuant to Article 16.6.
  - (b) Where an Employee's position is relocated or transferred, the Employee shall be offered any vacant position within their classification in the new location. The Employee may decline the offer in which case the Employee will be served with a layoff notice and have the right to exercise their rights under the provisions of this



Article 16.

- 16.4 When Employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable with a view to minimize the adverse effects, of the decision to layoff the Employees. Notwithstanding Article 16.3, in the case of school closures and/or amalgamations, the Employer and the Union will meet to discuss any unforeseen impact.
- 16.5 (a) Thirty (30) calendar days' notice of layoffs shall be sent by the Employer to the Union and the Employee who is to be laid off. No notice is required to be given to Employees displaced in accordance with this Article.
- (b) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- 16.6 In the event of layoffs:
- (a) For the purposes of the Article, the "same classification" means:
- 1 School Administrative Assistants  
Central Office Administrative Assistants
  - 2 Accounts Payable Clerk  
Accounting Clerks  
Receptionist/Clerk  
Transportation Clerk

All other classifications will be stand alone.

- (i) No employee shall receive a promotion through the displacement process.
- (b) The Employer shall give a notice of layoff to the Employee whose position is to be temporarily or permanently affected;
- (c) if there is more than one Employee in the same classification at the work location affected by the layoff, the most junior Employee shall be laid off provided the senior Employees are, in the Employer's judgment, able to fully and competently perform the remaining work;
- (d) the Employee in receipt of the notice of layoff shall be entitled, at their discretion, to displace the most junior Employee in the same classification, same percentage, who is employed in the same county provided the Employee is able to fully and competently perform the work. If no such position exists, then the Employee will be entitled to; displace, at their discretion, the most junior Employee in the same classification, same percentage who is employed in the other county provided the Employee is able to fully and competently perform the work.
- (e) Notwithstanding Article 16.6 (d) and (e) the Employee may displace the most junior Employee who is employed in the same classification, lesser percentage in

the same county provided the Employee is able to fully and competently perform the work. If no such position exists then the Employee will be entitled to;

(f) displace, at their discretion, the most junior Employee in the same classification, lesser percentage, who is employed in the other county provided the Employee is able to fully and competently perform the work.

(g) Accept Layoff.

16.7 An Employee will have a maximum of two (2) full days to exercise their rights at any of the foregoing steps of the placement/displacement procedures provided herein.

16.8 Upon recall all Employee benefits accumulated up to the date of their layoff, will be reinstated.

16.9 (a) Employees who are laid off shall be placed on a recall list.

(b) The Employer shall give notice of recall by registered mail to the Employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address and telephone number.

(c) An Employee on layoff will have a maximum of five (5) full calendar days to provide notice of acceptance to a recall to any job. The Employee shall then be allowed two (2) weeks from the date of such notice of acceptance to report for work, if employed elsewhere, without loss of seniority rights.

(d) If a laid off Employee does not receive a position in accordance with Article 16.3, they will be considered for all temporary work within their classification. The acceptance of such temporary work shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the agreement applicable to their status shall continue to apply. During such periods of temporary work, the Employee shall remain on recall, and the recall period shall be extended by the length of time the Employee performed the temporary work.

16.10 Subject to consideration of ability, experience, qualifications, Employees placed on the recall list shall be recalled by order of seniority to any vacant position in the same classification of the Employee. If the position to which the Employee is recalled is outside the county in which the Employee was formerly employed, the Employee shall be entitled to refuse the notice of recall without affecting their rights for further recall.

16.11 If the layoff lasts for more than two (2) years without recall, the layoff shall be a termination of employment and recall rights shall lapse.

16.12 No new Employee shall be hired in a classification unless all Employees in that classification on the recall list who are able to perform the work required have had an opportunity to be recalled subject to consideration of ability, experience, qualifications.

16.13 In the event of recalls to positions within a classification, Employees previously laid off from that classification will be recalled to the classification in the order of their seniority.

16.14 It shall be a condition of possible future recall that all Employees keep the Employer

informed of their current mailing address and telephone number.

- 16.15 The Union will be provided with a copy of all layoff notices and a current seniority list prior to the notices being given to the Employees.
- 16.16 Where an Employee is placed in a vacancy in accordance with this Article, the Employer shall provide sufficient and adequate orientation to the Employee taking the position.

#### **ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY**

- 17.1 The Employer may grant, upon receipt of a written request, leave of absence of up to one year to an Employee, such leave shall not be unreasonably refused. By mutual agreement, of the Employer and the Employee such leave may be extended for up to one (1) additional year.

Employees that apply for up to one (1) year leave of absence must submit their request, in writing to the Director of Human Resources, not less than thirty (30) working days before the commencement of the leave. In exceptional circumstances, a leave of absence may be granted with less notice.

An Employee who returns from such a leave of absence shall, after returning to work, enjoy the rights and accumulated benefits she would have had if she had not taken the leave. Upon the Employee's return, the Employer will endeavor to assign the Employee to the same position, or, if the position no longer exists, layoff and recall provisions shall apply.

Employees on a one (1) year leave of absence shall give the Employer ninety (90) days' notice of their intent to return to the system.

Employees on all other leaves of absence shall give reasonable notice of their intent to return, and if at all possible, no less than thirty (30) days.

If the Employee intends to extend their leave for an additional year (or period of time less than a year) the Employee will make that request at least ninety (90) days prior to their scheduled date of return.

- 17.2 Once granted a leave of absence, an Employee will not be granted an additional leave of absence within the next three (3) years.
- 17.3 Where the leave of absence is in excess of thirty (30) calendar days:
- (a) vacation benefits shall continue to accrue for the first thirty (30) days of absence and shall cease to accrue thereafter; and
  - (b) 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.

- 17.4 Sick leave pay shall not be drawn while on leave of absence without pay. Annual sick leave credits will not accumulate if the leave of absence without pay is for more than thirty (30) calendar days.
- 17.5 An Employee who successfully competes for a position outside the bargaining unit with the Employer, shall be granted an unpaid leave of absence from his or her bargaining unit position. Seniority shall accrue for up to two (2) years. Seniority will not be lost, but will not accrue for leaves beyond two (2) years.

#### **ARTICLE 18 - LEAVE OF ABSENCE FOR POLITICAL OFFICE**

- 18.1 (a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a federal or provincial election;
- (c) An Employee who is a Candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.
- (d) Where the Employee withdraws as a Candidate and before the election, notifies the Employer of the Employee's intention to return to work, the Employee is entitled to return, to the position the Employee left, two weeks after the notice has been given to the Employer unless the Employer and the Employee both agree to the Employee returning at another time.
- (e) An Employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the Employer and that the Employee wishes their leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.
- (f) An Employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position, which that Employee left.
- (g) The leave of absence of an Employee who is a successful Candidate shall be extended from ordinary polling day of the election of which the Employee is elected until (unless the parties otherwise mutually agree) the start of the next school year after.
- (i) the Employee resigns from the position the Employee was elected where that resignation occurs before the next election;
  - (ii) where the Assembly is dissolved for the next election, the date the Employee notifies the Employer that the Employee does intend to be a Candidate at the next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or

- (iv) declaration day for the next election when it is official that the Employee has not been re-elected, whichever is the latest.
- (h) Where an Employee is elected for the second time, the leave of absence of the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.
- (i) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left, or where that position has been filled, or eliminated, to an equivalent position when the leave of absence expires pursuant to paragraph (f).

During the Employee's leave of absence to be a Candidate, the Employee shall not be paid but the Employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and Employer's share of the cost.

## **ARTICLE 19 - LEAVE OF ABSENCE WITH PAY**

### **19.1 Bereavement Leave**

Permanent and probationary Employees covered by this Agreement shall be entitled to the following bereavement leave:

- (a) When a death occurs in an Employee's immediate family, the Employee shall be granted five (5) consecutive working days immediately following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law where the Employee and the spouse have been living as partners in the same household for at least one year), parent (including legal guardian or such other person who may have been responsible for the child-rearing of the Employee), child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent and grandchild;
  - (i) Should a funeral, memorial or similar service be scheduled at a later date, a portion of bereavement leave may be deferred for the purpose of attending that service.
- (b) Employees shall be granted two (2) working days (with pay if scheduled to work) bereavement leave in the event of the death of the Employee's, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. This leave will be taken no later than the scheduled day of the funeral.
- (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 and such leave shall not be unreasonably denied; and

- (d) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.

#### 19.2 Jury Duty and Court Leave

Leave with pay for working days missed shall be granted to an Employee who is called to jury duty or subpoenaed as a witness in cases where the Employee is not a party, provided the pay shall be reduced by the amount of any compensation (excluding expense monies) received by the Employee for such jury duty, or for appearing as a witness. This shall be accomplished through payment of one hundred (100%) percent of the Employee's salary or wages with the Employee being required to endorse the cheque received for jury duty, or for appearing as a witness, upon receipt of same and deliver same to Employer. Upon dismissal by the Court from leave pursuant to this Article the Employee will return to their place of employment if one-half of their regular day is still available for work.

#### 19.3 Graduation Leave

An Employee upon request shall be granted one (1) day leave of absence with pay to enable them to attend the graduation ceremonies from a post-secondary institution or a high school outside the geographic boundaries of the Employee, their child(ren) or spouse. The Employee may be granted up to one (1) additional day leave with pay to travel if such graduation ceremonies are outside the Province.

#### 19.4 Personal Leave

- (a) Employee's shall be permitted to use up to six (6) days with pay per annum in order to:
  - (ii) provide care for illness of a member of an Employee's immediate family; and
  - (iii) to attend to medical or dental appointments of the Employee or a member of the Employee's immediate family which cannot be reasonably scheduled outside the normal working hours of the Employee.
  - (iv) To attend to emergencies that require the Employee's personal attention.
  - (v) To attend to urgent personal matters that cannot be scheduled outside the Employee's regularly scheduled hours.
- (b) Subject to operational requirements, an Employee who has used their annual personal leave who requires further personal leave shall be permitted to use accumulated time in lieu to cover the absence.

## ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 20.1 On reasonable notice in writing and where operational requirements permit the Employer may grant a leave of absence without pay to an Employee who is elected or selected:
- (a) as a member of the Board of Directors of the Union for the attendance at Board meetings;
  - (b) as a delegate to attend special conventions, conferences and/or educational programs of the Union and affiliated bodies including the National Union of Public and General Employees Canadian Labour Congress and the Nova Scotia Federation of Labour;
  - (c) as members of standing Committees of the Union for the attendance at meetings of the standing Committees;
  - (d) as members of the Bargaining Union negotiating committee of the Local for attendance at Committee meetings;
  - (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour; or
  - (f) for such other Union business as may be authorized by the Union. Such leaves will not be unreasonably refused. 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 and benefits of an Employee, who is granted leave without pay for Union business, and will invoice the Union for the Employee's salary and benefits.
- 20.2 On reasonable notice in writing and where operational requirements permit, an Employee who is seconded for a position with the Union or anybody with which the Union is affiliated may be granted a leave of absence without loss of seniority and benefits during the period of the leave. Such leave shall not be unreasonably refused. The Employer will continue the salary of an Employee who is seconded without pay and will invoice the Union for the Employee's salary and the Union shall reimburse the Employer for all pay or benefits during the period of the leave.
- 20.3 Leave of Absence for Full-time Union Executive Position

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- a. An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to

serve, up to thirty-six (36) months.

- b. All benefits of the employee shall continue in effect while the employee is serving in the full-time Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- c. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- d. Upon expiration of their first term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.
  - (i) It is understood that any subsequent term of office, the employer may fill the employee's position with another permanent employee. The employer and union further agree to place the employee in the same position or a comparable position that is at a salary level commensurate with the position previously held, unless it is mutually agreed between both parties that the Employee(s) return to a particular position.
- e. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.
- f. A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.

## **ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

### **21.1 Pregnant Employee's Rights**

- (a) The Employer may require the Employee to commence leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employers concern and provided the opportunity to provide medical evidence establishing their ability to work.
- (b) Sick leave benefits may be used for pregnancy-related illnesses except when on a leave of absence pursuant to this Article.

### **21.2 Pregnancy Leave**

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks;



- (b) An Employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave;
- (c) The Employer may, prior to approving such leave, 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 not sooner than sixteen (16) weeks preceding the expected date of delivery and no 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; and
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks' notice of the date she will begin their pregnancy leave. Such notice may be amended at any time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date; or
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original notice; and
- (g) Where notice as required under 21.2 (f) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of their leave or return to work.
- (h) Parental Leave Following Pregnancy Leave

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; and
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.

### 21.3 Parental Leave

- (a) Any Employee who becomes a parent of one or more children through birth or adoption of a child or children is entitled to a leave of absence of up to fifty-two (52) weeks, including the pregnancy leave. The leave shall begin on such date coinciding with or after the birth or placement of the child in the Employee's home. Where possible, the Employee will give four (4) weeks' notice of the date that the Employee will begin the leave and the date that the Employee will return

to work.

- (b) If both parents of a child or children are eligible for parental leave pursuant to Article 21.3, the total leave taken by both Employees shall not exceed fifty-two (52) weeks.

#### 21.4 Rights of Employees on Pregnancy and Parental Leave

- (a) If an Employee is entitled to parental leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an Employee reports for work upon expiration of the period referred to in 21.1 or 21.2, she shall resume work in the same position she held prior to the commencement of the pregnancy and/or parental leave; with no loss of benefits accrued to the commencement of the leave. Should the position no longer exist the Employee will be treated in the same manner she would have been treated but for the leave.
- (c) While 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 the Employee is on pregnancy or parental leave, the Employer shall maintain coverage of medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### 21.5 Pregnancy and Parental Leave Allowance

- (a) An Employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy and parental leave, payments made to the S.E.B. Plan will consist of the following:
  - (i) Where the Employee is subject to a waiting period before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for the waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) Additional weeks, to a maximum of seventeen (17) weeks, Employees shall be entitled to payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a

decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (d) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (e) To be eligible for S.E.B. the Employee must have completed one year of service as a permanent Employee.

## **ARTICLE 22 - COMPASSIONATE CARE LEAVE**

- 22.1 Employees who qualify for Compassionate Care Leave employment insurance benefits under the federal government's Employment Insurance program shall be granted leave without pay to a maximum of twenty-six (26) weeks plus applicable waiting period.

## **ARTICLE 23 - IN-SERVICING AND PROFESSIONAL DEVELOPMENT**

- 23.1 (a) The Employer shall provide the sum of ten thousand (\$10,000) in each year of the Agreement for Employees taking employment related courses commenced and successfully completed. Money not used in one calendar year will not be carried forward. A financial statement will be forwarded to the Local President(s) at the end of the fiscal year, by July 31.
- (c) Guidelines and administration relating to this Article shall be as developed by the Joint Consultation Committee.
- 23.2 (a) The Employer shall provide the sum of eight thousand (\$8,000) in each year of the Agreement for in-servicing for Employees. Money not used in one calendar year may be carried forward to be used in the following calendar year. For greater clarity, the total of the carryover and the fund combined shall not exceed \$8,000.
- (b) The Employer agrees that in-servicing opportunities for two (2) days each year for each Employee will be made available.
- (c) The content of the in-servicing programming will be developed in consultation with the Joint Consultation Committee. In-servicing could include in-services offered by the Employer which is open to other Employees of the Employer.
- (d) It is expected that each Employee will attend all in-servicing programs offered unless good and substantial reasons are provided.

- 23.3 New software and equipment that is introduced into the offices will be fully explained to the Administrative Assistants prior to implementing the programs and the Employees will be trained to use the software.
- 23.4 The Employer will acquaint all Administrative Assistants with Employer Policies/Procedures and Provincial Legislation/Regulations with which they must be familiar to perform their duties.

#### **ARTICLE 24 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 24.1 No Employee shall be disciplined, suspended or discharged, except for just cause.
- (a) Except in an emergency, 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 or designate present at a meeting where the reasons for the suspension or discharge will be given. At this meeting, the decision will be confirmed in writing and given to the Employee (except in an emergency).
- (b) In any event, the Employee will be given the opportunity to discuss the matter with a steward or designate, either by telephone or in person, during working hours and prior to leaving the Employer's premises, if desired.
- 24.2 Where there was an emergency as referred to in Article 24.2, the Employee shall be notified in writing of any action and/or penalty in writing, within two (2) days of any action in Article 24.2, with copy to the President of the Local and the Union.
- 24.3 Whenever the Employer or its authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring work up to a required standard by a given date the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Employee involved with a copy to the President of the Local and the Union.

#### **ARTICLE 25 - PERSONNEL FILE**

- 25.1 Employee's personnel files shall be considered confidential and not accessible to unauthorized Employees. There is only one official personnel file. This record will be held in the Office of their Employer.
- 25.2 (a) An Employee may review the Employee's personnel file at the Employer's office at a time mutually agreeable to the Employee and the Employer.
- (b) Such reviewing of the file shall be during normal office hours of the Employer. Where appropriate, arrangements will be made to have the file available at such other office of the Employer as may be closer to the work location of the Employee; and
- (c) The Employee shall be entitled to make a copy of any information contained in the personnel file.

Copies of any disciplinary action will be copied to the Local President and the Union.

- 25.3 If a letter of criticism, 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.
- 25.4 Any act of outstanding meritorious conduct shall be similarly recorded.
- 25.5 Where a grievance has been filed and with the written permission of the Employee, the Union may request copies of all documents in the Employee's personnel file and shall be given such documents within five (5) days.
- 25.6 Where it is determined through the grievance/arbitration process that any Employee has been unjustly dismissed, disciplined, suspended or discharged, the Employer shall forthwith compensate the Employee for an amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement and/or the removal and destruction of relevant documents in the personnel file of the Employee.
- 25.7 Records of any discipline (including any reprimands or adverse reports) shall be removed from the Employee's file if, within the subsequent thirty six (36) months, where there has been no further discipline of the same or of a similar nature. At the request of the Employee or the Local, the Employer may remove any such records after a period of twelve (12) months.
- 25.8 The Employer will not introduce in any hearing any disciplinary action from the Employee's record of which the Employee was not aware at the time of the disciplinary action.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

26.1 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.

26.2 Employee Grievances

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

Step 1 Informal

The Employee shall discuss the matter complained of with the Employee's immediate Supervisor within fifteen (15) working days of the time the Employee became aware of, or ought to have reasonably known, the circumstances giving rise to the grievance. The Employee may have a Steward present. The immediate Supervisor 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 and the Union, shall submit the grievance in writing to the Human Resources Generalist or designate.
- (b) The grievance must be submitted within fifteen (15) 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.
- (c) The Human Resources Generalist or designate, following consultation with the Director or Coordinator responsible for the Employee shall reply in writing to the grievance within fifteen (15) days from the date upon which it was received. Where the parties mutually agree that a meeting will be beneficial, a meeting will be arranged and the time to reply shall be extended to fifteen (15) days from the date of such meeting.

### Step 3

- (a) Failing satisfactory settlement within ten (10) days after the date of the reply or the date by which the Human Resources Generalist or designate should have replied under Step 2, the grievance shall be submitted in writing by the Union to the Director of Human Resources.
- (b) Within ten (10) days of receipt of the grievance, the Director of Human Resources shall arrange and hold a meeting to discuss the grievance and at any such meeting there shall be present such persons as the parties may mutually agree should be in attendance and both parties shall act reasonably in this regard.
- (c) Within ten (10) days of the meeting referred to in Step 3 above, the Director of Human Resources shall reply in writing to the grievance.

26.3 Where there is a complaint of sexual or personal harassment, an Employee is entitled, if the Employee so requests, to have a representative of the Union present during any meeting with the Employee and the right to file a grievance to require the policy of the Employer to be followed or with respect to any discipline imposed as a result of the complaint to be filed at Step 3.

26.4 Where a dispute involves a question of general application or interpretation of the Agreement, or where a group of Employees has a grievance, the ERO or designate, may lodge a grievance, in writing, at Step 3 of the grievance procedure at any time within fifteen (15) working days of the circumstances giving rise to the grievance.

26.5 If the grievance procedure is unsuccessful, the parties may attempt to resolve the dispute through grievance mediation.

## ARTICLE 27 - ARBITRATION

- 27.1 (a) The time limits fixed in both the grievance and arbitration procedures may be extended by the consent of both parties to this Agreement.
- (b) Any step of the grievance procedure may be omitted by the mutual consent of both parties to this Agreement.
- (c) No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.
- 27.2 The Union or the Employer, as the case may be, shall within fifteen (15) days of the date of the reply in the last step of the grievance procedure, notify the other party in writing by certified mail or personal delivery addressed to the other party indicating the name, address and telephone number of its nominee to an Arbitration Board. Within ten (10) days thereafter the other party shall answer by certified mail or personal delivery indicating the name, address and telephone number of its nominee to the Arbitration Board. The two (2) nominees shall then select a chairperson as expeditiously as possible.
- 27.3 A single arbitrator may be appointed by mutual agreement between the parties. The parties agree to consider the appointment of a single arbitrator with respect to each matter, which is referred to arbitration notwithstanding that the notice provided for Article 26.2 has already been provided. Both parties agree to act reasonably in the decision as to whether a single arbitrator or Arbitration Board shall be utilized with respect to a grievance.
- 27.4 The Arbitration Board once constituted shall rule on the grievance and render its decision as expeditiously as possible.
- 27.5 The decision of the majority shall be the decision of the Board of Arbitration. The decision of the sole arbitrator shall likewise be the arbitration decision. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties.
- 27.6 The Board of Arbitration shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- 27.7 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 (or half of the costs of the sole arbitrator when there is a sole arbitrator).
- 27.8 The Arbitration Board shall determine its own procedure but shall give full opportunity to both parties to present evidence and make representations to it.
- 27.9 In the event the parties disagree as to the meaning of the decision of the Arbitration Board, either party may apply to the Chair Person of the Arbitration Board (or the sole arbitrator as the case may be) 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.

- 27.10 At any stage of the 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, which may be relevant to the resolution of the grievance.

#### **ARTICLE 28 - JOINT CONSULTATION COMMITTEE ("JCC")**

- 28.1 A Joint Consultation Committee ("JCC") shall be established immediately following the signing of this Agreement with the full support and recognition of both parties. The JCC will work cooperatively to deal with issues of common concern to both the Local and Employer. The JCC shall consist of the NSGEU Employee Relations Officer, President(s) of the Local, two (2) other Employees appointed by the Local a representative of Human Resources, and up to three (3) other persons appointed by the Employer. By mutual agreement, other persons may attend meetings of the Committee.
- 28.2 By providing a forum for discussion, the JCC shall attempt to foster good communication and effective working relationships between the parties. The JCC does not have the power to amend, modify, delete or add to this Agreement without the agreement of the Employer and the Union. The JCC shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 28.3 The JCC shall determine its own procedure through consensus of its JCC members.
- 28.4 The JCC shall meet at least four (4) times per year and such other times as the parties may mutually agree. Additional meetings will be scheduled at the request of either party.
- 28.5 The JCC shall meet during normal working hours and no pay or benefits shall be lost by Employees engaged in this JCC. The Employees shall not be entitled to overtime in the event that a meeting goes beyond the normal scheduled hours of work. The Employer will pay the wages and benefits for the Employees who attend the JCC and the Local shall be responsible for their own expenses to attend meeting of the JCC.
- 28.6 Minutes of each meeting of the JCC shall be prepared within three (3) weeks of the meeting and copies of the draft minutes shall be promptly distributed to the other members of the JCC.

#### **ARTICLE 29 - SAFETY AND HEALTH**

- 29.1 The Employer, the Local and the Employees will comply with the Occupational Health and Safety Act (Nova Scotia). Any breach of the Employer's obligations under that Act may be grieved pursuant to the grievance procedure. Where the Employer establishes a Board or Regional Joint Occupational Health and Safety Committee there shall be one (1) representative of the Local such Committee.
- 29.2 The Employer, the Local and Employees in collaboration agree to be bound by the



Occupational Health and Safety Policies of the South Shore Regional Centre for Education. Copies will be provided to the Union.

- 29.3 The opportunity will be available for Employees to participate in the Joint Occupational Health and Safety Committee in their workplace.
- 29.4 With the approval of the Employer, Employees who are members of Health and Safety Committees shall be provided with time off with pay for the purpose of receiving health and safety training provided by the Employer and the Union.

### **ARTICLE 30 - WORKERS' COMPENSATION**

- 30.1 The Employer shall provide worker's compensation coverage for all Employees covered by this Agreement.
- 30.2 (a) An Employee who is injured on duty shall immediately report, or cause to have reported an injury sustained in the performance of their duties to their immediate supervisor in such manner or on such forms as the Employer may from time to time prescribe.
- (b) An Employee shall fill out an accident report form and where appropriate apply for worker's compensation benefits.
- 30.3 Where an Employee is unable to work as a result of an injury on duty, the Employer shall:
- (a) Pay the Employee their full wages on the day of the injury; and
- (b) maintain the Employer contributions to all benefit plans in which the Employee is a participant for the period of the Employee's absence from work as a result of the injury on duty.
- 30.4 Where the absence due to injury on duty was for two days or less after the day of injury, the Employer shall pay the Employee their full wages for the period in which the Employee was unable to work as a result of their injury on duty and deduct the appropriate amount from the sick leave entitlement of the Employee.
- 30.5 (a) Where, pursuant to the Worker's Compensation Act, the Employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full cost of any examinations, medical certificate forms or reports if not covered by a medical health insurance plan or Worker's Compensation.
- (b) If an Employee who has suffered an on the job injury and is unable to work has their claim terminated by the Worker's Compensation Board, the Employee may appeal the termination or denial and be permitted to use their sick leave benefits.
- (c) Employees requiring medical attention during working hours will not lose pay for time spent as a result of an accident. Transportation and personal emergency

assistance will be provided by the Employer if requested by the Employee.

30.6 Where permitted by the Workers' Compensation Act and where it will not adversely affect the compensation to an Employee, the Employer shall provide the following benefits:

- (a) The supplementing ("topping off") of pay of eighty-five percent (85%) of the net pay of the Employee as calculated in accordance with the Workers' Compensation Act, and
- (b) the continuation of the payment of the Employee's share of any benefit plans during the term of a compensable claim.

### **ARTICLE 31 - INCLEMENT WEATHER/WORK PLACE CLOSURE**

31.1 Employees shall not suffer a loss of salary if their work place is temporarily closed for reasons of health, security and/or safety.

31.2 (a) When school is closed because of inclement weather, Employees whose workplace is at that school shall not be required to attend work and shall not suffer a loss of salary. Time lost because of inclement weather may be reassigned should the school year be extended by the Minister of Education beyond one hundred and ninety-five (195) days.

(b) Offices of the Employer will not necessarily close in conjunction with school closure announcements due to inclement weather.

(c) When the offices of the Employer are closed because of inclement weather all Employees working at that location shall not be required to attend work and shall not suffer a loss of salary. It is expected that Employees will attend work should conditions improve within the workday and the office is open.

31.3 No Employee will be disciplined or incur a loss of wages due to their absence from work due to weather conditions that make transportation a safety factor.

31.4 It is the Employers' intention to act in a safe and prudent manner in this regard to ensure the safety and health of affected Employees.

### **ARTICLE 32 - WAGES AND ALLOWANCES**

32.1 Rates of pay and classifications shall be those outlined in Schedule "A" and shall be and form part of this Agreement.

32.2 The rate of pay for a person upon an appointment shall be at least the minimum rate prescribed for the position to which the Employee has been appointed. The Employer may, at their sole discretion, place the Employee at a higher step on the scale.

32.3 Employees will be paid on a bi-weekly basis by direct deposit. Each Employee shall be provided with an itemized statement of wages, overtime and any supplementary pay

and deductions. This statement will be provided electronically only. An Employee may change their account by giving ten (10) days' notice to the Employer.

- 32.4 10.5-month Employees will have their pay distributed over a twelve month period (26 pay periods) with the exception of Lead ECE or Support ECEs that will have their pay distributed over twenty three (23) pay periods.
- 32.5 Overpayment of salary (or under deductions by the Employer) 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 mutually agreed upon) of the net pay of any further salary payment until the amount is fully reimbursed. This Article shall not apply to an Employee whose employment is terminated. No deductions will be made without first contacting the Employee.
- 32.6 Where periodic adjustments to the pay periods occur, the Employer agrees to consult with the Local prior to the change.
- 32.7 Any Employee covered by this Agreement who is temporarily assigned to another position to which the rate of pay is lower than the rate of pay for such Employee's regular position shall not have their original rate of pay reduced while so temporarily assigned.
- 32.8 Any Employee covered by this Agreement who is temporarily assigned to another position to which the rate of pay is lower than the rate for such Employee's regular position shall not have their original rate of pay reduced while temporarily employed. Employees who voluntarily move to a position with a lower rate of pay shall receive the lower rate of pay.
- 32.9 When an Employee is granted a leave for personal reasons, deductions for lost time will occur in the next pay period after the absence is reported unless arrangements are made by mutual agreement to extend the deductions.
- 32.10 Employees shall be reimbursed for travel and related expenses as per South Shore Regional Centre for Education Policy and Procedures – Staff Travel and Expenses. Employees travel to the bank, to the post office, and/or to do deliveries to schools, etc. qualify for reimbursement under SSRCE Employer Policy and Procedures – Staff Travel and Expenses. Employees who are required to use their personal vehicle will be paid an allowance of five dollars, \$5.00, per trip or the prevailing rate whichever is greater. Kilometrage rate will follow the provincial rate.
- 32.11 Employees shall not be required to transport students in their privately owned vehicle.
- (a) Notwithstanding 32.11, Community Outreach Workers and Student Support Workers may be required to transport students in personal vehicles, only when necessary and in accordance with the policies and procedures of the Centre. It is understood that these employees are not to perform daily or routine travel services for student or parents.

## ARTICLE 33 - JOB SHARING

- 33.1 The terms and conditions governing job-sharing arrangements will be as mutually agreed by the Union and the Employer.
- 33.2 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.
- 33.3 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.
- 33.4 Job-sharing arrangements will only be authorized for the sharing of full-time positions and where operational requirements permit and the provision of services is not adversely affected.
- 33.5 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.
- 33.6 An Employee wishing to job share their position:
- (a) Has the responsibility of finding an eligible Employee willing to enter into the job sharing arrangement;
  - (b) will request the Employer to post within the Bargaining Unit for an Employee who is willing to enter into the job-sharing arrangement; or
  - (c) can request the Employer to make reasonable efforts to find a job share partner outside of the Bargaining Unit provided that there may be no grievance with respect to this matter.
- 33.7 The two (2) Employees requesting approval to implement a job-sharing arrangement will apply to the Director of Human Resources accompanied by the recommendation of the immediate Supervisor of the position to be job-shared.
- 33.8 A position will be job-shared for such period as mutually acceptable to the Employees, the Employer and the Union. 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 positions held prior to entering into the job-sharing arrangement and, in the case of an Employee who is not a Bargaining Unit Employee before the job share began, laid off without right of recall.
- 33.9 If the two (2) Employees wish to extend their job-sharing arrangement beyond the initial period, covered by the application the Employees shall give a minimum of sixty (60) calendar day's written notice of such intent prior to the expiry of the current job- sharing arrangement.
- 33.10 An Employee's anniversary and/or service date for the purpose of earning a merit

increase or increment in vacation entitlement will remain unchanged as if the Employee was working on a permanent full-time or permanent part-time basis.

- 33.11 For the purposes of the Collective Agreement an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job-sharing arrangement. A day in which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside their scheduled hours of work will be compensated in accordance with Article 9 - Overtime with the Employee's bi-weekly rate being determined on the basis as if the Employee was working full-time hours.
- 33.12 (a) Holidays - each Employee will be entitled to the paid holidays provided for in accordance with Article 10 - Holidays of the Agreement.
- (b) General Illness - each Employee shall be entitled to the sick leave benefits provided for in accordance with Article 12 - Sick Leave of this Agreement.
- (c) Long Term Disability - during the job-sharing period, the Employer and the Employee contributions to the LTD fund for those presently enrolled will continue.
- 33.13 In the event one of the participants vacates the job-sharing position through termination of employment, appointment to another position or being placed on a leave under the LTD Plan, the Employer will make reasonable efforts to find a replacement to fill the job-sharing arrangement. If no replacement is hired or found, then the remaining participant would revert to the full-time status in the position except where mutually acceptable arrangements are approved by both the Employer and the Local.
- 33.14 An Employee filling any position temporarily vacated as a result of job-sharing will be covered by the Collective Agreement as a term Employee.
- 33.15 The parties agree, except for the cost of benefits provided for under this Article there will be no added cost to the Employer directly resulting from any job-sharing arrangement. Employees are required to work the minimum number of hours per week to qualify for benefits.
- 33.16 Employees who are hired into a job-sharing arrangement from outside the bargaining unit will be bargaining unit Employees but shall not be considered to have bargaining unit status to compete for other positions within the bargaining unit and will not have layoff and recall rights. A job-sharing arrangement shall not result in an outside partner earning seniority or obtaining any permanent position other than described in this article.

#### **ARTICLE 34 - PROTECTIVE CLOTHING**

- 34.1 The Employer agrees to provide all Personal Protective Equipment (PPE) if either Occupational Health and Safety legislation of the Province of Nova Scotia or Employer's policy require such PPE be worn by employees.

## ARTICLE 35 - PREPAID LEAVE PLAN

### 35.1 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.

### 35.2 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 and any permitted discretion allowed under this plan will not be unreasonably refused.

### 35.3 Eligibility

Any permanent Employee is eligible to participate in the plan.

### 35.4 Application

- (a) An Employee must make written application to the Director of Human Resources on or before April 30th of the calendar year prior to the school year in which 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.

### 35.5 Leave

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

### 35.6 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 their salary. The remaining percentage of salary will be deferred, and this accumulated amount, plus the interest earned, shall be retained by the financial institution mutually agreed upon by the Employer and the Employee.
- (b) The deferred amounts, when received, are considered to be salary or wages and

as such are subject to withholding for income taxes, and Canada Pension Plan.

- (c) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be thirty-three and one third (33 1/3) of the salary. The maximum length of any contract under the plan will be seven (7) years; and
- (d) the Employee may arrange for any length of deferral period in accordance with the provisions set out under 34.6(c). Once arranged the deferral amount and period shall be placed in writing and signed by the Employer and the Employee and may be amended by mutual agreement in writing of the Employer and Employee.

### 35.7 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 they not been enrolled in the plan.
- (b) An Employee's benefits will be maintained by the Employer during their leave of absence; however, the premium costs of all such benefits shall be paid by the Employee 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 they 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 they 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.

### 35.8 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 Employees 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.

## ARTICLE 36 - GENERAL

### 36.1 Bonding

The Employer shall bond all bargaining unit members who are required to handle money in the course of their employment.

### 36.2 No Agreement Contrary to Collective Agreement

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

### 36.3 Policy Manual

The policy manual is available on the SSRCE Web Site. Copies of the policy manual will be provided within seven (7) days of a request by the Union.

### 36.4 Employer Liability

- (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.

Nothing in this article will prevent the Employee from having the full rights and benefits of this Collective Agreement including the right to grieve.

### 36.5 An Employee will not be held responsible for infringement of copyright or patent for copying materials when instructed to do so by the Employer.

### 36.6 No Pyramiding

There shall be no pyramiding of any benefits provided by this Agreement.

### 36.7 Employees will administer first aid on a voluntary basis and only if trained and their



certification is current.

- 36.8 (a) No Employee shall be required to administer medications or perform medical/nursing procedures, e.g. diabetic testing, checking for head lice and/or body rashes.
- (b) An Employee who administers medications or medical procedures will not be disciplined for non-culpable conduct.
- (c) The parties agreed the effective date of this language will be January 1, 2008.

## **ARTICLE 37 - UNION REPRESENTATION**

### **37.1 Collective Bargaining**

The Union may appoint a Collective Bargaining Committee, which shall consist of not more than three (3) Employees together with a representative of 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.

### **37.2 Representative of the Union**

Union representatives shall, with the agreement of the Employer, have reasonable access to the workplace for the purposes of handling grievances, consulting with the officers of the Local including Stewards and other Employees, in matters arising from the Collective Bargaining relationship between the parties. The agreement of the Employer will not be unreasonably withheld and the Union and the Local shall make all reasonable efforts to fulfill its responsibility to the Employees during non-working hours.

### **37.3 Union Officers and Stewards - Employer Representatives**

- (a) The Employer shall be provided with a list, in writing, of all Local officers and Stewards and their terms of office and shall be advised, within thirty (30) days, of any changes to that list.
- (b) The Employer shall supply the Local with a list in writing of supervisory personnel with whom the Local may be required to transact business and shall supply the President of the Local, within thirty (30) days, of any changes to that list.

### **37.4 (a) The Employer acknowledges the right of the Union to appoint or otherwise select Stewards and alternates.**

- (b) Each Steward has regular work to perform on behalf of the Employer. Notwithstanding this, if it is necessary to process a grievance during regular working hours, a Steward will do so as expeditiously as possible.

- (c) A Steward or 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.

37.5 Union Representation on Committees

The Union acknowledges that the Employer from time to time develops committees that require input from the Unions. The Employer accordingly will endeavor to give the Union advance notice of the requirement and the Union will endeavor to appoint or elect suitable members who would assist the Committee.

**ARTICLE 38 - CORRESPONDENCE AND COMMUNICATION**

38.1 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 fax transmission, addressed, in the case of the Employer to:

Director of Human Resources  
 South Shore Regional Centre for Education 69 Wentzell Drive  
 Bridgewater, NS B4V 0A2

and addressed, in the case of the Union to: President

Nova Scotia Government & General Employees Union  
 255 John Savage Ave Dartmouth, Nova Scotia B3B 0J3

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

**ARTICLE 39 - NEW CLASSIFICATION**

39.1 If new job classifications are established which are not covered by Schedule A or job classifications are substantially altered, the wage rates for such classifications will be negotiated between the Employer and the Union. The Employer may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted. These negotiations shall normally be completed within a sixty (60) day period of the appointment to the position. If the parties are unable to agree, the matter

shall be referred to arbitration as provided in Article 27.

## **ARTICLE 40 - EMPLOYEE BENEFITS**

### **Group Benefits Plan**

- 40.1 Group benefits plan means and include medical plan, dental plan, long-term disability and life insurance plan.
- 40.2 Eligible Employees shall receive those benefits as contained in the plan known as the Nova Scotia Education Common Services Bureau Benefit Plan for NSGEU Employees.
- 40.3 It shall be a condition of employment for all eligible Employees to join and participate in the plan with exception of health and dental if evidence of spousal coverage is presented.
- 40.4 The Employer shall cost share sixty-five percent (65%) of the plan for eligible Employees subject to the terms and conditions of the Plan policy.

Notwithstanding, the plan will include a provision that long-term disability (LTD) premiums will be one hundred percent (100%) paid by the Employee.

### **Pension Plan**

- 40.5 Pension plan means the South Shore Regional Centre for Education Support Staff Pension Plan.
- 40.6 The Employer and eligible Employees shall cost share the plan as per the terms of the plan.
- 40.7 It shall be a condition of employment that all eligible Employees shall register and participate in the Pension Plan.

### **Advisory Committee**

- 40.8 There shall be a joint committee known as the Pension Advisory Committee which will meet in accordance with the Terms of Reference of the Committee.
- 40.9 The mandate of the Committee shall be to make recommendations and inform their respective parties of any changes to the Pension Plans.
- 40.10 The Advisory Committee will normally meet during working hours and time spent at meetings by Union members will be considered time worked.
- 40.11 The Employer will pay the wages and benefits for the Employees who attend the meetings and the local shall be responsible for their own expenses for attending the meetings.

### **Employee and Family Assistance Program**

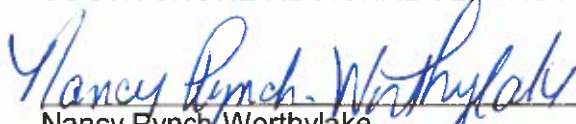
40.12 The Employer will provide an Employee and Family Assistance Plan, no less favorable than that which existed at the expiry of the previous Collective Agreement, the full cost of which shall be paid by the Employer. The Employer and the union will make reasonable efforts to communicate the plan information to all members at the beginning and middle of every school year.

#### ARTICLE 41 - TERM OF AGREEMENT


- 41.1 (a) This Agreement shall be in effect for a term beginning from April 1, 2021 to March 31, 2024, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.
- (b) All retroactive pay is to be paid out within sixty (60) days of the signing of this Agreement.
- (c) The terms of this Agreement shall become effective from the date of signing except that wages and benefits (Article 32, Article 40 and Schedule "A") shall be effective as provided in Schedule "A".
- (d) All Employees employed during the life of this Agreement shall be entitled to all retroactive monies.
- 41.2 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.
- 41.3 (a) If any article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for the remainder of the term.
- (b) Any part of this Agreement that is so altered or invalidated as per 41.3(a) shall, on the request of the other party, be renegotiated by the Employer and the Union and shall be replaced or altered as may be then mutually agreed between the parties.


\*IN WITNESS WHEREOF, the parties hereto acknowledge that the Collective Agreement was signed on unceded Mi'kmaq territory in Bridgewater on this 8 day of June, 2023.

**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

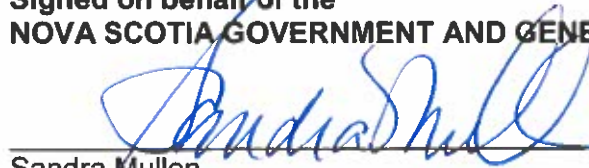
  
Nancy Fynch-Worthylake  
Regional Executive Director of Education


  
Lynn Wagner  
Coordinator of Human Resources

  
Charmaine Romkey  
Director of Human Resources

  
Stacey Soares  
Human Resources Generalist

**Signed on behalf of the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 70**

  
Sandra Mullen  
President

  
Lloyd Samson  
Chief Negotiator, NSGEU

  
Bev Waddell  
Bargaining Committee

  
Stacey Jensen  
Bargaining Committee

  
Tracey Cook  
Bargaining Committee

**SCHEDULE "A" – WAGE SCHEDULE**

CLASSIFICATION		March 31, 2021	1.50%	1.50%	3.00%	0.50%
			April 01, 2021	April 01, 2022	April 01, 2023	March 31, 2024
			YEAR 1	YEAR 2	YEAR 3	YEAR 3
CENT OFFICE ADMIN	1	\$18.86	\$19.14	\$19.43	\$20.01	\$20.11
ASST	2	\$19.65	\$19.94	\$20.24	\$20.85	\$20.96
SCHOOL ADMIN ASST	3	\$20.47	\$20.78	\$21.09	\$21.72	\$21.83
	4	\$21.29	\$21.61	\$21.93	\$22.59	\$22.70
	5	\$22.16	\$22.49	\$22.83	\$23.52	\$23.64
AP CLERK	1	\$19.23	\$19.52	\$19.81	\$20.40	\$20.50
ACCOUNTING CLERK	2	\$20.02	\$20.32	\$20.63	\$21.24	\$21.35
RECEPTIONIST/ CLERK	3	\$20.83	\$21.14	\$21.46	\$22.10	\$22.21
PURCHASING CLERK	4	\$21.68	\$22.01	\$22.34	\$23.01	\$23.12
	5	\$22.53	\$22.87	\$23.21	\$23.91	\$24.03
PAYROLL CLERK	1	\$20.00	\$20.30	\$20.60	\$21.22	\$21.33
TRANSPORTATION CLERK	2	\$21.00	\$21.32	\$21.63	\$22.29	\$22.40
	3	\$22.06	\$22.39	\$22.73	\$23.41	\$23.53
	4	\$23.16	\$23.51	\$23.86	\$24.58	\$24.70
	5	\$24.34	\$24.71	\$25.08	\$25.83	\$25.96
HEAD PAYROLL CLERK	1	\$25.20	\$25.58	\$25.96	\$26.74	\$26.88
	2	\$26.40	\$26.80	\$27.20	\$28.02	\$28.16
	3	\$27.80	\$28.22	\$28.64	\$29.50	\$29.65
	4	\$29.20	\$29.63	\$30.08	\$30.98	\$31.14
	5	\$30.59	\$31.05	\$31.52	\$32.47	\$32.63
PROCUREMENT ANALYST	1	\$31.72	\$32.20	\$32.68	\$33.66	\$33.83
	2	\$32.35	\$32.84	\$33.33	\$34.33	\$34.50
	3	\$33.01	\$33.51	\$34.01	\$35.03	\$35.20
	4	\$33.99	\$34.50	\$35.02	\$36.07	\$36.25
	5	\$35.02	\$35.55	\$36.08	\$37.16	\$37.35
IT SUPPORT SPECIALIST	1	\$22.87	\$23.21	\$23.56	\$24.27	\$24.39
	2	\$23.56	\$23.91	\$24.27	\$25.00	\$25.13
	3	\$24.28	\$24.64	\$25.01	\$25.76	\$25.89
	4	\$24.99	\$25.36	\$25.75	\$26.51	\$26.64
	5	\$25.75	\$26.14	\$26.53	\$27.33	\$27.47
INFORMATION SYSTEMS AND DESIGN OFFICER	1	\$25.21	\$25.59	\$25.97	\$26.75	\$26.88
	2	\$25.97	\$26.36	\$26.75	\$27.56	\$27.70
	3	\$26.75	\$27.15	\$27.56	\$28.39	\$28.53
	4	\$27.55	\$27.96	\$28.38	\$29.23	\$29.38
	5	\$28.38	\$28.81	\$29.24	\$30.12	\$30.27
COMMUNITY OUTREACH WORKER	1	\$22.02	\$22.35	\$22.69	\$23.37	\$23.48
	2	\$22.69	\$23.03	\$23.38	\$24.08	\$24.20
	3	\$23.37	\$23.72	\$24.08	\$24.80	\$24.92
	4	\$24.07	\$24.43	\$24.80	\$25.54	\$25.67
STUDENT SUPPORT WORKER	1	\$19.18	\$19.47	\$19.76	\$20.35	\$20.45
	2	\$20.14	\$20.44	\$20.75	\$21.37	\$21.48
	3	\$21.13	\$21.45	\$21.77	\$22.42	\$22.53
ECE LEAD	1	\$22.12	\$22.45	\$22.79	\$23.47	\$23.59
	2	\$22.79	\$23.13	\$23.47	\$24.18	\$24.30
	3	\$23.47	\$23.82	\$24.17	\$24.90	\$25.02
	4	\$24.18	\$24.54	\$24.91	\$25.65	\$25.78
	5	\$24.90	\$25.27	\$25.65	\$26.42	\$26.55
ECE SUPPORT	1	\$19.48	\$19.77	\$20.07	\$20.67	\$20.77
	2	\$20.06	\$20.36	\$20.67	\$21.29	\$21.39
	3	\$20.66	\$20.97	\$21.29	\$21.92	\$22.03
	4	\$21.29	\$21.61	\$21.93	\$22.59	\$22.70
	5	\$21.92	\$22.25	\$22.59	\$23.26	\$23.38

**LETTER OF UNDERSTANDING - Shared Services Seniority**

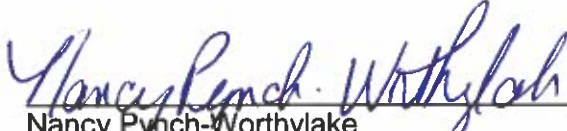
Shared Services, in this Collective Agreement, means all of the Business Units which deliver shared services in respect of Finance for the South Shore Regional Centre for Education and the Tri-County Regional Centre for Education.

Employees working with the Shared Services Unit shall be entitled to use all their seniority rights for all purposes in the Shared Services Unit.

Members working with the Shared Services Unit shall have all their seniority rights within the jurisdiction of the Employer.


An Employee of the Shared Services Unit may use their seniority in any job competition for positions within the Shared Services Unit or the jurisdiction of their Employer (South Shore Regional Centre for Education) but cannot use that seniority in competitions for posted positions with the other Employer (Tri-Country Regional Centre for Education) that do not fall within the Shared Services Unit.

**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

  
Nancy Pynch-Worthylake  
Regional Executive Director of Education


  
Lynn Wagner  
Coordinator of Human Resources

  
Charmaine Romkey  
Director of Human Resources

  
Stacey Soares  
Human Resources Generalist

**Signed on behalf of the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 70**

  
Sandra Mullen  
President

  
Lloyd Samson  
Chief Negotiator, NSGEU

  
Bev Waddell  
Bargaining Committee

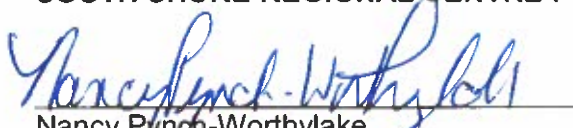
  
Stacey Jensen  
Bargaining Committee

  
Tracey Cook  
Bargaining Committee

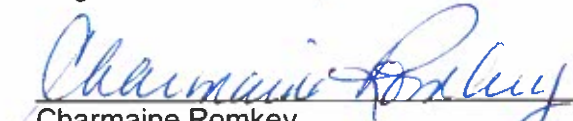
**LETTER OF UNDERSTANDING – SchoolsPlus Outreach Workers**


The parties agree that the SchoolsPlus Outreach Workers shall be considered as school-based employees.

**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

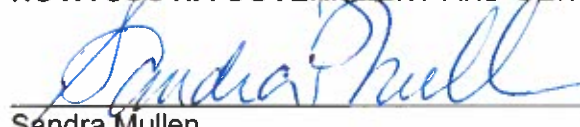
  
\_\_\_\_\_  
Nancy Pynon-Worthylake  
Regional Executive Director of Education


  
\_\_\_\_\_  
Lynn Wagner  
Coordinator of Human Resources

  
\_\_\_\_\_  
Charmaine Romkey  
Director of Human Resources

  
\_\_\_\_\_  
Stacey Soares  
Human Resources Generalist

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President

  
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\_\_\_\_\_  
Bev Waddell  
Bargaining Committee

  
\_\_\_\_\_  
Stacey Jensen  
Bargaining Committee

  
\_\_\_\_\_  
Tracey Cook  
Bargaining Committee



## **MEMORANDUM OF UNDERSTANDING #2**

### **BETWEEN:**

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION  
(Hereinafter called the "Employer")AND**

**THE NOVA SCOTIA GOVERNMENT EMPLOYEES UNION  
(Hereinafter called the "Union")**

### **Process for Transfers of IT Staff**

The following process has been communicated to and agreed upon by all Technology staff, their management team and the NSGEU representative. This process will be effective October 1, 2008.

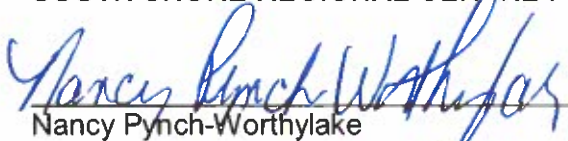
### **Permanent Vacancies**

- When a permanent vacancy occurs, and expression of interest is offered to permanent IT staff concurrently with an external posting. Probationary Employees may apply for transfer, but cannot move until their probationary period is complete.
- The vacancy will be posted externally without identifying a specific region to allow flexibility and reduce the time required to fill the position.
- The Employer may choose to delay the transfer until July 1 of the following year, to create minimum disruption in the school during the regular year.

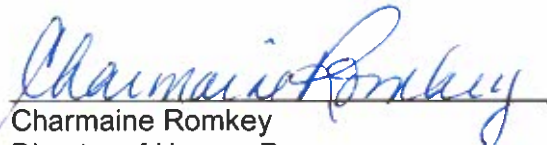
### **Leaves of Absence**


- When an Employee applies for a leave coinciding with a school year, expressions of interest will be offered to permanent IT staff. Requests will be granted on the basis of seniority. At the end of the leave, each Employee will revert to their original territory.
- When a leave occurs throughout the school year, expressions of interest will be offered to all Permanent Employees. At the Employer's discretion, based on the needs of each territory, the transfer may occur immediately, or may be postponed until the beginning of the next school year.
- The transfer will remain in effect until the end of the school year following the return of the Employee on leave. If the Employee returns prior to the end of the school year, that Employee will fill the temporary vacancy until the following July 1. At that time, everyone will revert to their original territories.
- If the Employee resigns during the leave, the Employee filling the position on the temporary basis will be given the first option to remain at that territory. If that Employee declines, the Employee will revert to their original position and the process for permanent vacancies will be followed.
- Whenever a leave of absence ends throughout the school year, the Employee requesting the leave will be notified that they may have to return to a temporary position until July 1, or following Christmas break, following their date of return.

**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

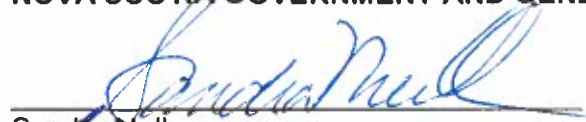
  
Nancy Pynch-Worthylake  
Regional Executive Director of Education


  
Lynn Wagner  
Coordinator of Human Resources

  
Charmaine Romkey  
Director of Human Resources

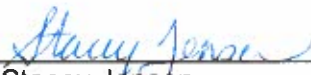
  
Stacey Soares  
Human Resources Generalist

**Signed on behalf of the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 70**

  
Sandra Mullen  
President

  
Lloyd Samson  
Chief Negotiator, NSGEU

  
Bev Waddell  
Bargaining Committee

  
Stacey Jensen  
Bargaining Committee

  
Tracey Cook  
Bargaining Committee

**MEMORANDUM OF UNDERSTANDING #3**

**BETWEEN:**

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION  
(Hereinafter called the "Employer")AND**

**THE NOVA SCOTIA GOVERNMENT EMPLOYEES UNION  
(Hereinafter called the "Union")**

**Severance**

1. Subject to the Department of Education reimbursing the full amount for a severance provision for Employees on permanent layoff, which would be funded over above any regular funding provided to the Employer, a working group will be struck to develop the operational guidelines.
2. The working group will be comprised of two representatives of the Employer and two representatives of NSGEU Local 70.
3. The guidelines developed will include, but not be limited to,
  - a. Criteria
  - b. Eligibility
  - c. Calculation
  - d. Severance/Recall Rights
4. The severance provisions will be in existence only as long as the additional funding is provided.
5. All recommendations proposed by the Committee will return to the Board for approval.

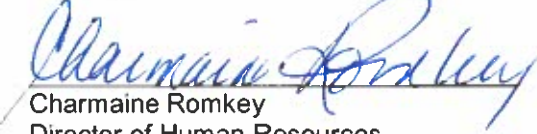
**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**



Nancy Pynch-Worthylake  
Regional Executive Director of Education



Lynn Wagner  
Coordinator of Human Resources

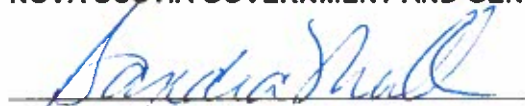


Charmaine Romkey  
Director of Human Resources



Stacey Soares  
Human Resources Generalist

**Signed on behalf of the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 70**



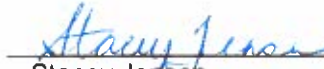
Sandra Mullen  
President



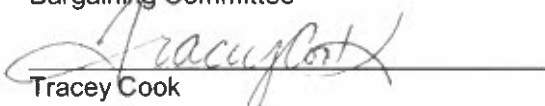
Lloyd Samson  
Chief Negotiator, NSGEU



Bev Waddell  
Bargaining Committee



Stacey Jensen  
Bargaining Committee



Tracey Cook  
Bargaining Committee

**MEMORANDUM OF UNDERSTANDING #4**

**BETWEEN:**

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION  
(Hereinafter called the "Employer")AND**

**THE NOVA SCOTIA GOVERNMENT EMPLOYEES UNION  
(Hereinafter called the "Union")**

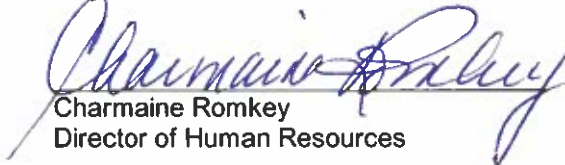
**Classification Review**

The Employer agrees to provide the Union with information specific to each classification regarding wages, job descriptions, qualifications, training, duties and other relevant information, during the life of this Collective Agreement.

**Signed on behalf of the  
SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**


  
Nancy Lynch-Worthylake  
Regional Executive Director of Education


  
Lynn Wagner  
Coordinator of Human Resources

  
Charmaine Romkey  
Director of Human Resources

  
Stacey Soares  
Human Resources Generalist

**Signed on behalf of the  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 70**

  
Sandra Mullen  
President

  
Lloyd Samson  
Chief Negotiator, NSGEU

  
Bev Waddell  
Bargaining Committee

  
Stacey Jensen  
Bargaining Committee

  
Tracey Cook  
Bargaining Committee