

COLLECTIVE AGREEMENT

BETWEEN

**ATLANTIC PROVINCES SPECIAL EDUCATION
AUTHORITY
(the "Employer")**

AND

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES
UNION
(the "Union")**

April 1, 2022 to March 31, 2026

Table of Contents

*PURPOSE.....	9
ARTICLE 1 - DEFINITIONS	9
1.01 Definitions	9
1.02 Service	11
*ARTICLE 2 - RECOGNITION AND UNION REPRESENTATION	12
2.01 Recognition	12
2.02 No Discrimination for Union Activity	12
2.03 Personal Duties	12
2.04 No Other Agreement	12
2.05 Union Representatives Access to Premises and Employees	12
*ARTICLE 3 - EMPLOYER'S RIGHTS.....	13
3.01 Employer's Rights	13
3.02 Policies and Procedures.....	13
3.03 Employer's Duty of Fairness.....	13
3.04 No Discrimination	13
3.05 Discrimination, Harassment and Workplace Safety.....	14
3.06 Equity	14
*ARTICLE 4 - RIGHTS AND PROHIBITIONS	14
4.01 Strikes and Lockouts.....	14
4.02 Bargaining Unit Work Reservation	15
4.03 Emergency conditions	15
4.04 Volunteers	15
4.05 Notice of Bargaining Unit Supervisors, Directors	15
*4.06 Sexual Harassment.....	15
ARTICLE 5 - EMPLOYEE ASSISTANCE PROGRAM	16
*ARTICLE 6 - COMMUNICATION	16
6.01 Communications and Information.....	16
*6.02 Copies of Agreement/Acquainting New Employees	17
*6.03 Position Descriptions.....	17
6.04 Notice of New Employee, Classification, Status and Department	18
6.05 Bargaining Unit Information	18
6.06 Information To Employee	18
6.07 Review of Program Advisory Committee Meetings	18
*ARTICLE 7 - APPOINTMENT	18
7.01 Probationary Period.....	18
*7.02 Terms of Probation.....	18
7.03 Confirmation of Permanent Appointment	19
7.04 Trial Period.....	20
7.05 Re-employment in Former Position	20
*ARTICLE 8 - UNION SECURITY AND CHECK OFF	20
8.01 Union Security	20
*8.02 Check-Off.....	20
8.03 Employee Information	21

8.04	Employee Orientation.....	21
*ARTICLE 9 - UNION REPRESENTATIVES ACTIVITIES.....		21
9.01	Recognition of Stewards	21
9.02	Jurisdiction of Stewards, Notification.....	21
9.03	Negotiating Committee.....	22
9.04	Union Activities During Working Hours.....	22
9.05	Leave of Absence for Union Activities During Working Hours.....	22
*9.06	Triennial Convention	23
*9.07	Union Executive Positions.....	23
9.08	Membership Meetings During Working Hours/Meeting Facilities	23
9.09	Union To Notify Employer of Representatives.....	24
*ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE.....		24
*10.01	Committee.....	24
*ARTICLE 11 - HOURS OF WORK		25
*11.01	Hours of Work	25
11.02	Hours of Work (Residence Counsellors and Night Aides).....	27
11.03	Shift Changeover.....	27
*11.04	Posting of Shift Schedules	27
11.05	Exchange of Shifts	28
11.06	Rest Periods.....	28
11.07	Meal Breaks	28
11.08	Flexible Working Hours	28
11.09	Days of Rest.....	29
11.10	Extra Shifts for Part-Time Employees	29
11.11	Conversion of Hours.....	29
ARTICLE 12 - OVERTIME		29
12.01	Overtime for Night Aides	29
12.02	Overtime for Other Employees.....	30
12.03	Overtime Compensation.....	30
12.04	Form of Compensation.....	30
12.05	Time Off in Lieu of Overtime	30
12.06	Overtime Pay	30
12.07	Overtime Meal Allowance.....	30
12.08	Overtime on Days of Rest	31
12.09	Compensation for Performing Other Duties	31
12.10	Advance Notice of Overtime Requirements	31
*ARTICLE 13 - CALLBACK.....		31
13.01	Definitions	31
13.02	Scheduling	32
13.03	Exchange of Shifts	32
*13.04	Standby Compensation.....	32
*13.05	Standby Compensation on Holiday	32
13.06	Failure to Report.....	32
13.07	Callback Compensation	32
*13.08	Transportation Allowance.....	32
13.09	Rest Interval After Callback.....	33

*ARTICLE 14 - VACATIONS	33
*14.01 Annual Vacation Entitlement.....	33
*14.02 Vacation Year.....	34
14.03 Fractional Entitlement.....	34
*14.04 Vacation Scheduling.....	34
*14.05 Employee Request.....	34
14.06 Vacation Preference.....	34
14.07 Unbroken Vacation.....	35
*14.08 Vacation Carryover.....	35
*14.09 Accumulative Vacation Carryover	35
*14.10 Use of Accumulated Vacation Carryover.....	35
14.11 Borrowing of Unearned Vacation Credits	35
14.12 Payout of Vacation Entitlement upon Separation	35
14.13 Vacation Records	36
14.14 Call Back from Vacation	36
14.15 Reimbursement of Expenses Upon Call Back.....	36
14.16 Reinstatement of Vacation upon Call Back	36
14.17 Illness Before Vacation.....	36
14.18 Illness During Vacation.....	36
14.19 Vacation Carryover Due to Illness	36
*14.20 Vacation Pay	37
*ARTICLE 15 - HOLIDAYS	37
*15.01 Paid Holidays	37
15.02 Exception	38
15.03 Holiday Pay for Part-Time Employees.....	38
15.04 Holiday Coinciding with Day of Rest.....	38
15.05 Holiday Coinciding with Paid Leave	38
15.06 Compensation for Work on a Holiday.....	38
*15.07 Overtime Compensation for Work on a Holiday	38
15.08 Compensation in Lieu of Time Off.....	39
*ARTICLE 16 - SPECIAL LEAVE	39
16.01 Special Leave.....	39
*16.02 Bereavement Leave	40
16.03 Court Leave.....	41
16.04 Compensation for Court Leave	42
16.05 Pregnancy Leave	42
16.06 Pregnancy Leave Allowance	44
16.07 Adoption Leave	46
16.08 Parental and Adoption Leave Allowance.....	47
16.09 Leave for Birth of Child/or Adoption.....	49
16.10 Leave for Emergency	49
16.11 Leave for Family Illness.....	49
16.12 Dental and Medical Appointments.....	50
16.13 Leave for Storms or Hazardous Conditions.....	50
16.14 Leave for Public Office	51
16.15 Prepaid Leave	51

*16.16	Educational Leave.....	51
*16.17	Compassionate Care Leave.....	51
*16.18	Domestic Violence Leave.....	51
*16.19	Reservist Leave.....	51
*16.20	Leave for Caregiver of Critically Ill Child.....	52
*16.21	Leave for Caregiver of a Critically Ill Adult.....	52
*16.22	Leave for Crime-Related Child Death.....	52
*16.23	Leave for Crime-Related Child Disappearance.....	52
*16.24	Leave for Citizenship Ceremony.....	52
*16.25	Other Protected Leaves.....	52
*ARTICLE 17 - SICK LEAVE.....		52
17.01	Sick Leave Entitlement.....	52
17.02	Short-Term Illness Leave Benefits.....	53
17.03	Recurring Disabilities.....	54
17.04	Benefits/Layoff.....	54
17.05	Long-Term Disability.....	55
17.06	Benefits Not Paid During Certain Periods.....	55
17.07	Deemed Salary.....	55
17.08	Unearned Credits Upon Death.....	55
17.09	Sick Leave Records.....	55
17.10	Alcoholism and Drug Abuse.....	55
*17.11	Proof of Illness.....	56
17.12	Examination by Medical Practitioner of APSEA's Choice.....	56
17.13	Contents of Medical Certificates.....	56
17.14	Benefit Plans.....	57
ARTICLE 18 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE.....		57
18.01	Performance Review.....	57
18.02	Discipline Records, Access To Information In Personnel Files.....	57
18.03	Removal of Disciplinary Action From Personnel File.....	57
*ARTICLE 19 - DISCIPLINE AND DISCHARGE.....		58
19.01	No Discipline Except for Just Cause; Progressive Discipline.....	58
19.02	Written Warnings, Suspension or Discharge.....	58
*19.03	Suspension and Discharge Grievances, Abbreviated Procedure.....	58
ARTICLE 20 - RESIGNATION AND RE-EMPLOYMENT.....		58
20.01	Notice of Resignation.....	58
20.02	Absence Without Permission.....	58
*ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE.....		59
21.01	Grievance.....	59
*21.02	Arbitration.....	60
*21.03	Union or Employer Grievance.....	60
21.04	Extension of Time Limits/omission of steps.....	61
21.05	Time Limits.....	61
ARTICLE 22 – PUBLIC SERVICE AWARD.....		61
22.01	Public Service Award.....	61
22.02	Entitlement.....	61
22.03	Death Prior to Retirement.....	62

22.04	Calculation of Award	62
ARTICLE 23 - EMPLOYEE BENEFITS		62
23.01	Pension	62
23.02	Part-Time Employees	62
23.03	Benefit Plans	62
*ARTICLE 24 - HEALTH AND SAFETY		63
24.01	Health and Safety	63
*24.02	Occupational Health and Safety Act	63
24.03	Violence in the Workplace	63
24.04	First Aid and CPR Training	63
ARTICLE 25 - SENIORITY		63
25.01	Seniority	63
*ARTICLE 26 - LAYOFF		64
26.01	Layoff	64
26.02	Layoff Notice	64
26.03	Placement/Displacement Rights	65
26.04	Recall	65
*26.05	Notification of Vacancies	66
26.06	Severance Pay on Layoff	66
*ARTICLE 27 - JOB POSTING AND SELECTION		66
27.01	Filling Vacancies	66
*27.02	Job Posting and Appointment	67
27.03	67
*27.04	Job Posting	67
*27.05	Employment Equity and Diversity Initiatives	68
*ARTICLE 28 - SHIFT PREMIUMS		68
*28.01	(a) Shift Premium	68
	(b) Weekend Premium	68
ARTICLE 29 - TRAVEL REGULATIONS		69
29.01	Kilometrage Allowance	69
29.02	Chauffeur's License	69
29.03	Medical Examination for Drivers	69
29.04	Expenses	69
ARTICLE 30 - PAY		69
30.01	Classifications and Rates of Pay	69
30.02	Rate of Pay Upon Appointment	69
30.03	Anniversary Date	69
30.04	Implementation of Increases	70
30.05	Acting Pay	70
30.06	Re-Classification	70
ARTICLE 31 - PROTECTIVE CLOTHING		72
31.01	Safety Equipment	72
31.02	Protective Clothing (MOS)	73
31.03	Work Clothing	73
ARTICLE 32 - COMPENSATION FOR INJURY ON DUTY		73

32.01	Reporting of Injuries	73
ARTICLE 33 - REOPENER		74
33.01	Benefits that Conform to Government/NSGEU Agreements	74
33.02	Effective Date	74
33.03	Amendments Deemed Part of Agreement	74
ARTICLE 34 - CONTRACTING OUT		74
34.01	No Contracting Out	74
34.02	Exception	74
ARTICLE 35 - TECHNOLOGICAL CHANGE		75
35.01	Definition	75
35.02	Notice to Union - Joint Consultation	75
35.03	Introduction of Technological Change	75
35.04	Retraining	75
*ARTICLE 36 - EMPLOYEE DEVELOPMENT		76
36.01	Employee Development	76
*36.02	Professional Learning	76
*ARTICLE 37 – TEMPORARY REASSIGNMENT		76
37.01	Definition of base work location for the application of this article	76
37.02	Reassignment	76
37.03	Reassignment Outside Their Base Work Location	77
37.04	Reassignment Rate of Pay	77
37.05	Job Postings	77
*ARTICLE 38 – MOVING EXPENSES – EMPLOYER INITIATED TRANSFERS.....		77
38.01	Definitions for the application of this Article	77
38.02	Minimum Distance Qualifications	78
38.03	Employer Initiated Transfers	78
38.04	Moving Expenses	78
ARTICLE 39 - ORGANIZATIONAL CHANGE		78
39.01	Applicability of Trade Union Act	78
*ARTICLE 40 - TERM OF AGREEMENT.....		79
*40.01	Duration and Renewal	79
40.02	79
SCHEDULE "A" - EXCLUSIONS FROM THE BARGAINING UNIT.....		80
SCHEDULE "B" - CERTIFICATION ORDER AND AMENDMENT		81
SCHEDULE "C" BI-WEEKLY AND HOURLY PAY RATES		87
*LETTER OF AGREEMENT #1.....		97
Re: Leave of Absence for Full-Time Union President		97
LETTER OF AGREEMENT #2.....		99
Re: Prepaid Leave Plan		99
LETTER OF AGREEMENT #3.....		103
Re: Job Sharing		103
LETTER OF AGREEMENT # 4.....		104
RE: OI TO EI RATE.....		104
LETTER OF AGREEMENT # 5.....		105

RE: STP Interpreting Issues	105
LETTER OF AGREEMENT # 6	106
RE: CASLI.....	106

**Denotes changes from previous Collective Agreement.*

***PURPOSE**

The parties to this Agreement have agreed to certain terms and conditions of employment **in providing programs and services for children and youth on the APSEA caseload**. The parties to this Agreement also intend to establish mutually satisfactory relations between the Employer, its employees and their Union to promote the well-being and development of employees, to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to this Agreement.

ARTICLE 1 - DEFINITIONS

1.01 Definitions

- (1) "Bargaining unit" means all full-time and regular part-time employees employed by the Employer in the Province of Nova Scotia, excluding employees already covered by a collective agreement, employees excluded by section 2 subsection 2 of the Trade Union Act and positions outlined in Schedule "A" to this Agreement. The Certification Order, L.R.B. No. 4095 and amendment, L.R.B. No. 4537 is attached to this collective agreement as Schedule "B."
- (2) "Casual employee" - An employee who is employed on a non-regular, casual basis. This Agreement does not apply to casual employees.
- (3) "Day" means a calendar day, unless otherwise specified in this Agreement.
- (4) "Director" means the person or persons appointed by the Employer to be in charge of programs and related educational services.
- (5) "Employee" - a person who is employed in the bargaining unit and includes:
 - (i) "Permanent employee" - An employee who has successfully completed their probationary period and is employed on a regular, continuous and a scheduled basis.
 - (ii) "Full time employee" - An employee who is employed on a twelve month basis and occupies a permanent position within the bargaining unit and who works the period prescribed in Article 11 (Hours of Work) of this Agreement.

- (iii) "Part-time employee" - An employee who works less than a full-time employee but on a regular, continuous, scheduled and permanent basis.
 - (iv) "Probationary employee" - an employee who has been hired by the Employer for a regular full-time or regular part-time position and who has not completed their probationary period.
- (6) Employees who are not employed in the bargaining unit include:
- (i) "Temporary employee" - An employee who works on a regularly scheduled basis for less than 60 working days as a replacement for an absent permanent employee or for a specific non-continuing job. This Agreement does not apply to temporary employees.
 - (ii) "Term employee" - an employee who is employed in:
 - (a) a position for a designated period of time in excess of sixty (60) working days, but not in excess of 135 working days in any one year or to backfill behind a leave covered by this Collective Agreement for a period of up to one (1) year. Such leave may be extended by one (1) additional year by mutual agreement; or,
 - (b) a position which is not intended to become a permanent position.

This contract applies to term employees after they have completed 60 days of work.
 - (iii) "Summer student employees" are those employees who have been in full time attendance in school or university in the immediately preceding scholastic year or who are enrolled in the immediately following scholastic year. This Agreement does not apply to summer student employees.
- (7) "Employer" means the Atlantic Provinces Special Education Authority, referred to as "APSEA".
- (8) "Holiday" means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced, if half or more of the hours of the shift fall on a day designated as a holiday in this Agreement.
 - (ii) in any case, the twenty-four (24) hour period commencing at 12:01 am. on a day designated as a holiday in this Agreement.
- (9) "Leave of Absence" means leave which is authorized by the Employer.

related benefits shall be credited to an employee who receives salary for more than 10 days that calendar month.

- (ii) For the purposes of Article 1.02 service related benefits are vacation, sick leave, Public Service Award and severance.

***ARTICLE 2 - RECOGNITION AND UNION REPRESENTATION**

2.01 Recognition

The Employer recognizes the Union as the sole representative to bargain with the Employer for all employees in the bargaining unit.

2.02 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union, or because the employee is or was exercising any right under this Agreement or the Trade Union Act.

2.03 Personal Duties

Every employee shall have the right to refuse to do the personal work of any other person employed by the Employer.

2.04 No Other Agreement

No employee covered by this Agreement shall be required to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.05 Union Representatives Access to Premises and Employees

Designated representatives of the Union may, with **Human Resources** permission, have access to the Employer's premises and employees during working hours, for the purpose of investigating and processing grievances and attending to other matters relating to the administration of this Agreement. When a representative of the Union desires such access, the representative shall advise **Human Resources** or designate. Permission for such access shall not be unreasonably withheld.

***ARTICLE 3 - EMPLOYER'S RIGHTS**

3.01 Employer's Rights

The Employer shall manage the operation of APSEA, its services and programs, subject to the provisions of this Agreement, including, without limiting the generality of the foregoing, the right to determine:

- (i) employment;
- (ii) complement;
- (iii) organization;
- (iv) work methods and procedures;
- (v) kinds and locations of equipment;
- (vi) assignment, training, classification and evaluation of employees;
- (vii) promotion, demotion and layoff of employees; and
- (viii) qualifications

3.02 Policies and Procedures

- (a) The Employer has the right to make reasonable procedures to be observed by the employees, and these procedures shall not be inconsistent with the terms or spirit of this Agreement.
- *(b) The Employer will supply upon request from the President of the Local, a copy of existing policies and procedures and updates when necessary.
- (c) Changes to the procedures relevant to the bargaining unit shall be supplied to the Labour Management Committee.

3.03 Employer's Duty of Fairness

In administering this Agreement and carrying out its responsibilities, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

3.04 No Discrimination

- (a) Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Civil Service Act*, the *Human Rights Act*, or any other law.
- (b) The Employer and the Union shall make reasonable accommodations for employees to ensure that they are not discriminated against pursuant to this Article.

3.05 Discrimination, Harassment and Workplace Safety

The parties are committed to a healthy, safe and supportive workplace and are committed to provide a work environment that values diversity and treats all persons with respect and dignity.

The parties are committed to a workplace free from the following:

- 1) discrimination contrary to the law or to this agreement;
- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by their supervisor or manager.

Where, within twenty-five (25) work days of becoming aware of a workplace issue as described herein, an employee refers the matter to a process other than the grievance procedure, and if the employee subsequently chooses to initiate a grievance, the grievance shall be filed no later than twenty-five (25) work days after the date on which the employee became aware of the outcome of the process. Nothing herein is intended to alter timelines set out in any process outside of this Collective Agreement.

3.06 Equity

The Employer and the Union recognize the diverse communities served by the Atlantic Provinces Special Education Authority. The work force, in its composition, should reflect the diversity of these communities. Such diversity should be encouraged at all stages of employment.

The Employer and Union jointly undertake, through consultation and negotiation, to seek to identify and remove any barriers that exist in employment areas for self-identified employment equity bargaining unit members.

***ARTICLE 4 - RIGHTS AND PROHIBITIONS**

4.01 Strikes and Lockouts

There shall be no strikes or lockouts during the life of this Agreement.

4.02 Bargaining Unit Work Reservation

Persons employed by APSEA in positions outside the bargaining unit shall not perform work of the bargaining unit employees except under emergency conditions as per Article 4.03.

4.03 Emergency conditions

Emergency conditions shall mean a situation where employees able and willing to perform the work required are unexpectedly unavailable on the shift or on an overtime basis, or where the delay in arranging their assignment or call-back would result in the inability to maintain adequate services and the security and safety of the Centre and its residents. Work performed in such situations shall not continue beyond the time required to arrange for assignment or call-back of an employee in the bargaining unit.

4.04 Volunteers

Notwithstanding articles 4.02 and 4.03, volunteers can continue to perform the type of work they are currently performing.

4.05 Notice of Bargaining Unit Supervisors, Directors

The Employer will advise all employees of the names of Directors and Supervisors to be recognized in each department by posting such information on the bulletin board. A copy of each such notice and revision shall be delivered to the Secretary of the Local Union.

***4.06 Sexual Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the Employer undertakes to take appropriate action against any person employed by the Employer engaging in the sexual harassment of another employee.
- (b) Sexual harassment shall be defined as:
 - (i) inappropriate touching, including touching which is expressed to be unwanted;
 - (ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - (iii) compromising invitations;
 - (iv) repeated or persistent leering at a person's body;
 - (v) demands for sexual favours; and

- (vi) sexual assault.
 - *(c) Where a complaint of sexual harassment is made, the Employer will investigate in accordance with the APSEA Policy # 4.3, **Respectful Workplace Policy**
 - (d) Bargaining unit members who are involved in an investigation of sexual harassment may have their Steward attend any investigation sessions with them.
 - (e) All complaints will be kept in the strictest confidence except as required for the full and fair investigation of the complaint or as otherwise required by law. During the investigation, all information concerning the matter will be kept confidential and will not be placed in the complainant's or the alleged harasser's personnel file. If disciplinary action is taken against a complainant or harasser, this action will be documented in their personnel file in accordance with normal procedures.
- 4.07 The Employer will advise all employees in writing of the names of their Immediate Supervisor(s) and how the employee can reach them. The Employer will also advise the Secretary of the Local.

ARTICLE 5 - EMPLOYEE ASSISTANCE PROGRAM

- 5.01 The Employer shall provide an Employee Assistance Program ("EAP") for employees.

***ARTICLE 6 - COMMUNICATION**

6.01 Communications and Information

- (a) The Employer will provide a bulletin board for the exclusive use of the Union. The bulletin board shall be located in a location accessible to employees (one in the School Building and one in the Residence Building).
- (b) The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.
- (c) The Employer shall permit union communications to be delivered to employees using the electronic and physical delivery systems currently available.
- (d) The Employer will transcribe any information that it has generated for distribution to employees into Braille or some other appropriate means of communications if the employee requests transcription.

- (e) The Employer will provide an area for pick up of information from the Union and/or the Employer.

***6.02 Copies of Agreement/Acquainting New Employees**

- *(a) The Union and the Employer shall **equally** share the cost of printing the Collective Agreement. **Upon mutual agreement, the Union and Employer shall equally share the cost of producing other accessible formats of the Collective Agreement as outlined in 6.02 (b) and (c). For greater clarity, the official version is the original signed version of the Collective Agreement.** Arrangements will be finalized during collective bargaining.
- *(b) **The Union and Employer shall post to their website the Collective Agreement in video form using ASL and oral English.**
- *(c) **The Union and Employer shall make the Collective Agreement available in Braille upon request by an Employee.**
- *(d) The **Union and Employer** agrees to acquaint new employees with the fact that a Collective Agreement is in effect and that membership in the Union and check-off are a condition of employment. The Employer shall notify a new employee of the name and location of the Steward designated for the work area of the employee.

***6.03 Position Descriptions**

- (a) The Employer shall provide each employee with the most recent position description outlining the duties and responsibilities of the employee's position. Existing employees who have not been provided with the most recent position descriptions prior to the signing of this Agreement, shall be provided with such position descriptions within thirty (30) days of the signing date of this Agreement.
- (b) The Employer will ensure that position descriptions are reviewed and revised, where necessary, at periodic intervals, but under no circumstances shall that interval be in excess of three (3) years. APSEA shall not be liable for any delays caused by the Civil Service Commission. Copies of all position descriptions shall be forwarded to the Union.
- (c) For the purposes of the position description, "other related duties" shall mean other duties related to the position which are of a minor nature and do not change the relative value of the position.
- *(d) When the employee feels their position description does not accurately reflect changes which have affected their position significantly and has carried out the new responsibilities for a minimum period of 6 months, they may request that their direct supervisor arrange for a review of that position description. Their direct supervisor will respond within 30 days to advise on status of request.

6.04 Notice of New Employee, Classification, Status and Department

At the time of hiring, the Employer shall advise a new employee and the Union, in writing, of the employee's classification, status and department assigned.

6.05 Bargaining Unit Information

Upon receipt of a written request, the Employer agrees to provide the Local President with information relating to employees in the bargaining unit, as may be required by the Union for the purposes of (a) collective bargaining; or, (b) complaint or grievance investigation. The Employer reserves the right to withhold information, which is of a confidential nature unless the employee(s) has authorized the release of such information to the Union in cases where such information relates to the employee(s).

6.06 Information To Employee

The Employer agrees to provide to an employee information relating to an individual employee's earnings, benefits, banked sick days, sick days, overtime, pension and insured benefits, sick leave, special leave and vacation leave entitlement, upon the employee's request.

6.07 Review of Program Advisory Committee Meetings

The Employer agrees to allow a representative of the Union to view minutes of meetings of the Program Advisory Committee at the Superintendent's office. The Union agrees to provide adequate notice of its desire to review the minutes. These minutes will not include personnel matters, proposed property purchases, or discussion on negotiations with the Union.

***ARTICLE 7 - APPOINTMENT**

7.01 Probationary Period

The probationary period is an evaluation period and is used to determine an employee's suitability for appointment to a permanent position.

***7.02 Terms of Probation**

- (a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis except as provided in Article 7.02(c).

- (c) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six (6) calendar months.
- *(d) Where an employee's probationary appointment is to be extended as provided in Article 7.02(c), the employee shall be notified of the reason for such extension.
- (e) A probationary employee shall be employed subject to the following terms and conditions:
 - (i) 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 and except as otherwise provided in this Agreement.
 - (ii) A probationary employee shall pay membership dues to the Union during any probationary period.
 - (iii) The seniority of a probationary employee shall revert back to their date of employment on successful completion of the probationary period.
 - (iv) A probationary employee is entitled to be credited with sick leave at the same rate as any other employee during the probationary period.
 - (v) Probationary employees will receive an oral evaluation at three (3) months, a written evaluation at six (6) months and a final written evaluation prior to the expiry of the probationary period.
 - (vi) During the probationary period, if in the opinion of the Employer, the employee has not performed to the standards established by the Employer the employee may be dismissed without notice and without recourse to the grievance procedure. Where practical, the Employer shall notify the Union prior to notifying the Employee and if requested by the Employee, a Union representative can attend such a meeting with the employee and Employer at which time if the employment of any employee is terminated, the reasons for such termination shall be given to the employee in writing.

7.03 Confirmation of Permanent Appointment

Within 10 working days of an employee's successful completion of the probationary period the Employer shall confirm, in writing, to the Employee the appointment on a permanent basis.

7.04 Trial Period

- (a) When an employee is promoted or transferred to a position in the bargaining unit, they shall serve a trial period of forty (40) working days from the date the employee commences in that position.
- (b) If, at any point in the trial period, the Employer concludes that the employee is unsuited for the new position, it can remove that employee from the new position and return the employee to their previous position or a comparable position and to their former salary. The employee will not lose seniority as a result of this reversion. The Employer will not act in a discriminatory manner. If, during the trial period, the employee is not satisfied with the new position, they can return to their former position and to their former salary by giving two (2) weeks notice in writing to the Employer. The employee shall not lose seniority as a result of this reversion. The Union will not grieve any transfers necessary to facilitate the employee's reversion to their former position, regardless of whether the reversion was initiated by the Employer or the Union.

7.05 Re-employment in Former Position

There will be only one probationary period. If an employee is recalled to their former position, the probationary period shall be waived. If an employee is rehired to a position other than their previous position, they shall serve a trial period of 40 days.

***ARTICLE 8 - UNION SECURITY AND CHECK OFF**

8.01 Union Security

Every employee in the bargaining unit shall be a member in good standing of the Union, as a condition of employment.

***8.02 Check-Off**

- (a) All employees will, as a condition of continued employment, authorize the Employer to deduct an amount equal to Union dues from their pay.
- (b) The Union will inform the Employer of the amount of Union dues to be deducted.
- (c) The Employer shall send to the Secretary-Treasurer of the Union particulars identifying each employee and the deductions made on their behalf, by cheque, prior to the 15th day of the month following the month in which such deductions were made.

- * (d) The Employer shall indicate on the **Canada Revenue Agency** Taxation Form (T4) the amount of deductions under this Article.
- (e) The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

8.03 Employee Information

- (a) Within 60 days of the signing of the Collective Agreement, the Employer shall provide to the Union the names, classifications, positions, employment status (permanent, part-time, seasonal, term, temporary), pay rates and the last known home address of all employees who are covered by this Agreement.
- (b) The Employer shall provide to the Union, on at least a monthly basis, a report containing any changes to the information specified in Article 8.03 (a).
- (c) Should the Employer be unable to comply with either Article 8.03 (a) or 8.03 (b) due to operational capabilities, the Employer shall provide the Union with reasonable notice.
- (d) The Union is committed to protecting the privacy and confidentiality of employees' personal information. Employee home addresses shall be used for the purpose of Union business only.

8.04 Employee Orientation

A new employee or an employee who is appointed to a new position shall receive, upon commencement in the new position, information related to their role and the work environment and be provided a position description outlining the duties and responsibilities assigned to their position.

***ARTICLE 9 - UNION REPRESENTATIVES ACTIVITIES**

9.01 Recognition of Stewards

The Employer recognizes the right of the Union to appoint employees as Stewards, including a reasonable number of alternates to act in their absence.

9.02 Jurisdiction of Stewards, Notification

- (a) The Employer acknowledges the right of the Union to appoint stewards throughout the bargaining unit. A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. The duties are matters relating to the administration of the collective agreement

and grievances. Employees who are stewards shall not suffer loss of salary or benefits as a result of time spent on their duties during regular working hours. There shall be no compensation by the Employer to employees who are stewards for time spent on their duties outside regular scheduled working hours.

- (b) The Union will notify the Employer of the names of its stewards.

9.03 Negotiating Committee

- (a) Upon the request of the Union, the Employer will grant time off, without loss of pay and benefits to three (3) employees selected by the Union, to allow them to serve as members of the Union Negotiating Committee, to attend meetings with the Employer representatives, a conciliation officer, a conciliation board, or mediator, for the purpose of negotiating a renewal or amendments to this Agreement. Permission to leave work during working hours for such employees, shall first be obtained from the Director, and such permission shall not be unreasonably withheld at any time.
- (b) Meetings between Employer representatives and the Negotiating Committee shall be at times mutually agreed upon.

9.04 Union Activities During Working Hours

It is understood that representatives, stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that matters relating to the administration and application of the terms of this Agreement and grievances should be attended to as soon as possible. If it is necessary to attend such matters during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld and the time away from work shall be without loss of pay and benefits. The representatives, steward and/or members shall report back to the Supervisor before resuming the normal duties of their position.

9.05 Leave of Absence for Union Activities During Working Hours

- (a) From time to time, during the life of this Agreement, where operational requirements permit, and upon the written request of the Union, the Employer will grant leaves of absence to employees named in such requests, to enable them to participate in Union activities, without pay, and without loss of seniority or other benefits. The Union will endeavour to give the Employer at least three (3) days advance notice of requests for such leaves.
- (b) The Employer will grant an extended leave of absence of up to one (1) year upon the written request of the Union, to an employee who has been appointed or elected to a full-time position within the Union, an affiliate of the Union, or a central labour body, without pay, and without loss of seniority or other benefits.

The Union will give the Employer twenty (20) days advance notice of a request for such leave. Any such leave of absence may be extended for a period of one (1) additional year upon the written request of the Union.

- (c) The Employer will endeavour to arrange for the continuation of the employee's benefits while on a leave of absence for Union business under this Agreement, subject to reimbursement of the Employer and employee contributions by the Union or the employee, while on an extended leave under (b) above.
- (d) In relation to employees granted leave of absence for Union activities under this Agreement, the Employer agrees that, upon the written request of the Union, the Employer will continue to pay such employees their regular wages, less deductions, subject to being fully reimbursed by the Union, where applicable, for all such wages.

***9.06 Triennial Convention**

- *(a) Where operational requirements permit, the Employer shall grant special leave with pay for up to and including three (3) days, with additional special leave with pay for traveling time for such portion of the working day preceding and following the event, as may be required for employees who are elected or appointed as registered delegates to attend the **Triennial** Convention of the Union. Such permission shall not be unreasonably withheld. The Union shall pay for substitute staff.
- *(b) The Union shall notify the Employer of the names and departments where the employees are employed of the registered delegates to the **Triennial** Convention of the Union, at least thirty (30) days in advance of the event.

***9.07 Union Executive Positions**

Leave of absence for the full-time President of the Union **or other full-time elected Union Executive Position** shall be granted in accordance with the Letter of Agreement #1 between the parties.

9.08 Membership Meetings During Working Hours/Meeting Facilities

- (a) The Employer agrees to permit the Union to schedule and conduct two (2) meetings per year, during normal working hours at the Centre, for employees in the bargaining unit provided those meetings do not last for more than 4 hours in total. The Employer agrees to allow a meeting from 2:00 p.m. - 4:00 p.m. on the final day of the annual Educational Interpreter workshop typically held in August.
- (b) The Union shall advise the Employer at least two days in advance of the meeting.

- (c) The Employer agrees to provide the Union with meeting facilities for Union Committee and membership meetings at the Centre, without charge, where operational requirements permit.
- (d) The Union agrees that adequate staff will remain at work during these meetings to properly supervise the students.

9.09 Union To Notify Employer of Representatives

The Union shall notify the Employer, in writing, of the names of its representatives as follows: Officers, Board Members who are employees, Local Union Officers, Negotiating Committee members under Article 9.03, Stewards under Article 9.02, Occupational Health and Safety Committee members, Labour-Management Committee members under Article 10, and designated full-time representatives of the Union.

***ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

***10.01 Committee**

- (a) The Employer and the Union agree that there shall be a Labour Management Committee for the purpose of discussion and consultation on labour/management matters of mutual concern. The Committee shall not consider matters which are the subject of a grievance, arbitration, negotiations, or the jurisdiction of another committee under this Agreement.
- *(b) The Labour/Management Committee shall be established within thirty (30) days of the date of signing of the Collective Agreement, with the full support of both parties. The Labour/Management Committee may make recommendations to the **Department of Human Resources or designate**, which further the interests of improved service to the public and general welfare of the Employer and its employees. Such joint committee of employees shall consist of an equal number of representatives two (2) from both parties to this agreement. Alternates may be appointed to attend meetings of any Labour Management Committee meeting in the absence of the regular member.
- *(c) The Labour Management Committee shall **schedule two (2) meetings** in each school year and more frequently if required. The Labour Management Committee may schedule emergency meetings to deal with urgent matters. **If no agenda items are submitted by either party per article 10.01 (e), the scheduled meeting shall be cancelled.**
- (d) The Labour Management Committee shall meet during the regular day shift operation and no pay or benefits shall be lost by employees engaged in this committee.

- (e) The Employer and the Union shall each designate a Chair and a Recording Secretary of the Committee and the representatives of the Employer and the Union shall alternate over presiding the meeting and preparing the minutes. The party preparing the minutes shall distribute them to the members of the Committee within two (2) weeks of the meeting.
- * (f) Committee members shall forward agenda items to the **Department of Human Resources or designate** one (1) week before the meeting. The agenda shall be distributed in advance of the meeting.

***ARTICLE 11 - HOURS OF WORK**

***11.01 Hours of Work**

- (a) The normal work week for all full-time classifications except Residence Counsellor, Night-Aide, Educational Interpreter, Educational Deaf Interpreter and Oral Interpreter shall be thirty-five (35) hours per week excluding meal breaks.
- (b) The Employer shall, where operational requirements permit, extend the work hours referred to in Article 11.01 (a) by a minimum of fifteen (15) minutes or a maximum of twenty-five (25) minutes each day. Employees whose workday is extended according to this Article can bank that time and take it during the Christmas and March breaks.
- (c) The normal work year for Night Aides shall be nineteen hundred and ten (1910) hours per year, including meal periods that are to be taken with students. The Employer shall schedule those hours from the beginning of the last full week before Labour Day up to and including July 6 of the following year except for Christmas break. APSEA will schedule employees so that the work schedule will begin and end at or near the same date.
- * (d) The normal hours of work for an Educational Interpreter, Educational Oral Interpreter or Educational Deaf Interpreter shall be 6 hours per day.
 - (i) It is possible that the Employer may require the provision of additional scheduled Educational Interpreter, Educational Oral Interpreter or Educational Deaf Interpreter working hours without the creation of a new position. Such **additional** hours will be temporary in nature and, where operationally feasible, be added to existing assignments. **Additional** hours shall not exceed 5 hours per week **in combination with the hours outlined in 11.01 (d) (ii)** and shall be established for the duration as determined by the Employer.
 - (ii) **Operational requirements as identified by the Educational Interpreter, Educational Oral Interpreter, or Educational Deaf**

Interpreter may require the provision of additional scheduled or unscheduled hours. These additional hours shall not exceed 5 hours per week in combination with the hours outlined in 11.01 (d) (i) and shall not be unreasonably denied.

(iii) Any additional hours not exceeding a total of 35 hours per week would be paid at the regular rate of pay.

(e) Employees in any classification except Residence Counsellors and Night Aide shall be paid an hourly rate of:

Civil Service Rate
1820

(f) All full-time employees shall receive their annual salary in twenty-six (26) equal bi-weekly payments.

(g) All part-time employees shall be paid bi-weekly for all hours worked in the preceding pay period.

*** (h) Educational Interpreters (EIs), Educational Oral Interpreters (EOIs), and Educational Deaf Interpreters (EDIs) following the provincial school calendar shall be paid in 22 equal pays over approximately ten (10) months. EIs, EOIs and EDIs in twelve (12) month assignments shall be paid bi-weekly for all hours worked in the corresponding pay period.**

(i) If an employee's employment with the Employer is terminated for any reason the Employer will pay to the employee at the time of termination or as soon as possible thereafter all monies owing to the employee. If the employee has been overpaid, the Employer can withhold the amount of that overpayment from the employee's last pay cheque.

*** (j) When developing the schedule, the Employer will consider the maximum number of scheduled work days including staff meetings, scheduled holidays, professional learning days, vacation days and employee input.**

(l) The maximum number of hours scheduled for one employee shall be twelve (12) hours in a twenty-four (24) hour period and forty-five (45) in a five (5) day work week, except in emergencies or by mutual agreement between the Employer and the employee.

(m) Employees shall be paid for a full shift if they are at work when students and/or employees are sent home before the end of that scheduled shift.

11.02 Hours of Work (Residence Counsellors and Night Aides)

Notwithstanding Article 11.01 or any other article in this Agreement any Residence Counsellor hired after April 3, 2000, or Night Aide hired after April 5, 2004, shall work on the following terms:

- (i) Residence Counsellors shall normally be scheduled to work a minimum of seventy-five (75) hours bi-weekly, exclusive of periods when the Centre is closed to students, including, March Break, Christmas Break and July and August (the lay-off period). A Night Aide shall normally be scheduled to work up to 45 hours per week.
- (ii) Residence Counsellors and Night Aides shall be paid an hourly wage rate for each hour worked. That hourly wage rate shall be the bi-weekly rate established by the Public Service Commission divided by 75.
- (iii) Overtime shall be payable when a Residence Counsellor works more than eighty-eight (88) hours in a two (2) week pay period or when a Night Aide works more than ninety (90) hours in a two-week pay period.
- (iv) Residence Counsellors and Night Aides shall be paid bi-weekly for the hours worked in the preceding pay period.
- (v) Vacation pay shall be paid bi-weekly in accordance with the entitlement set out in Article 14.02 of this Agreement.
- (vi) Employees shall be entitled to benefits in accordance with the benefit plans.

11.03 Shift Changeover

The Employer shall make every reasonable effort to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of an employee's previous shift, and to avoid excessive fluctuations in hours of work. This does not apply where an employee works overtime or where there is an exchange of shift assignments, granted in accordance with Article 11.04.

*11.04 Posting of Shift Schedules

- *(a) The Employer agrees to **review shift schedules with impacted employees at least 2 (two) weeks in advance**. Shift schedules can be changed with notice of two weeks, except where a shorter period is mutually agreed **or in the event of an emergency, or as provided in article 11.05**.
- (b) There shall be no split shifts for any bargaining unit employee except where mutually agreeable and to accommodate extra shifts.

11.05 Exchange of Shifts

Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Such exchange of shifts will not result in overtime for any employee.

11.06 Rest Periods

The Employer shall attempt to provide two (2) paid rest breaks of fifteen (15) minutes during each scheduled shift that lasts for seven (7) hours and an extra paid rest break of ten (10) minutes if the shift lasts for at least nine (9) hours. Rest breaks can only be taken if student needs are met. As well, employees must be available to respond to any emergencies.

11.07 Meal Breaks

- (a) Meal breaks shall be not less than thirty (30) minutes. Meals may be purchased at the school cafeteria.
- (b) Employees must pay for their meals. However, where Residence Counsellors must eat with students in the school cafeteria or in the student's apartment at APSEA the Employer shall provide their meal at no cost to the Residence Counsellor.
- *(c) Where unforeseen operational requirements prevent an Employee from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Employee shall be compensated for the portion of the missed meal period or rest period at the employees regular rate of pay for the period of the rest and meal break(s) missed. The Employee shall provide rationale to their Supervisor or designate or the missed break by the end of the week or end of the next working day, whichever is later. When sufficient rationale has been provided, compensation shall not be unreasonably denied.**

11.08 Flexible Working Hours

The Employer shall where operational requirements and efficiency of the service permit, authorize experiments with flexible working hours including the opportunity to work fewer but longer working days during each pay period, if the Employer is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

11.09 Days of Rest

Except for maintenance employees, employees shall have two (2) consecutive days of rest in each seven (7) day schedule except in emergencies, where training seminars or in-service are scheduled on an employee's day of rest or where the employee agrees otherwise.

11.10 Extra Shifts for Part-Time Employees

All part-time employees shall be given the opportunity to work extra shifts for which they are qualified by seniority. Refusal to accept a shift shall not prejudice the employee's right to be offered subsequent shifts. Time worked and extra shifts shall be credited to the employee for all purposes and benefits.

11.11 Conversion of Hours

Except as otherwise provided in the Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:

- Calculation of service under Article 1.02 (b)
- Annual vacation entitlement
- Vacation carry over
- Paid holidays under Article 15.01
- Bereavement leave
- Leave for family illness
- Leave for emergency
- Leave for medical/dental appointments
- Sick leave
- Acting pay qualifying period
- Rest periods

ARTICLE 12 - OVERTIME

12.01 Overtime for Night Aides

- (a) For Night Aides, only regularly scheduled hours of work are used in the calculation of 1910 hours.
- (b) Hours worked in excess of regularly scheduled hours and authorized by a Director constitute overtime and are not used in calculating the 1910 hours.
- (c) If an employee has regularly scheduled hours for more than 1910 in a year, these hours constitute overtime.

- (d) Night Aides who are permanently recalled or hired after this agreement is signed shall earn overtime in accordance with Article 11.02 of this agreement.

12.02 Overtime for Other Employees

Overtime for other employees is time worked in excess of scheduled hours and authorized in advance by a Director or designate.

12.03 Overtime Compensation

An employee is entitled to time and one half (1.5 x) compensation for each hour of overtime worked by them.

12.04 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee and with approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked. The time off in lieu shall be scheduled at the sole discretion of the Employer.

12.05 Time Off in Lieu of Overtime

- (a) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.
- (b) Where operational requirements permit, the Superintendent or designate may authorize an extension of the time limits provided in (a) above.

12.06 Overtime Pay

Overtime shall be calculated in fifteen minute intervals.

12.07 Overtime Meal Allowance

- (a) An employee, who is required to work a minimum of three (3) hours overtime following their scheduled hours of work, and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to their place of work. Under such conditions, the member shall be reimbursed their expenses for one (1) meal in the amount of:

\$10.00 effective April 5, 2006 except where free meals are provided.

- (b) If the employee continues to work beyond three (3) hours overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.
- (c) An employee who is called back to work under the provisions of Article 13.07 shall be provided with a meal break and allowance (or meal), in accordance with (a) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

12.08 Overtime on Days of Rest

- (a) An employee who is required to work overtime on their first day of rest shall be paid at the rate of time and one-half.
- (b) An employee who is required to work on their second or subsequent day of rest shall be paid at the rate of double time, provided the employee has worked on their first day of rest.

12.09 Compensation for Performing Other Duties

An employee who is required to work overtime and during the overtime hours performs duties of classifications other than the duties of their regular position, will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but will in no case be paid a rate lower than their regular rate.

12.10 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow their regular shift shall be given at least three (3) hours prior notice. If such notice is not given, the provisions of 13.01 shall apply.

***ARTICLE 13 - CALLBACK**

Standby Duty

13.01 Definitions

An employee may be required after regularly scheduled hours to carry a cellular phone or other electronic communication device provided by the Employer and be able to report for duty as quickly as possible if called. Such standby duty shall normally take place between the hours of 4 p.m. on Friday and 4 p.m. Sunday. When operationally required, such as during a period of the unavailability of the Maintenance Supervisor, standby duty from Monday to Thursday inclusive from 3 p.m. to 7 a.m. the next day may be added to the weekend duty.

13.02 Scheduling

Such standby duty shall be shared equitably among available and qualified employees on a schedule agreed to by the employees and the Employer. Except under extraordinary circumstances, or where the employee agrees otherwise, no employee shall be required to perform such standby duty during more than one (1) week in three (3).

13.03 Exchange of Shifts

Provided sufficient notice is given, and with the approval of the Employer, employees may exchange shifts of standby duty if there is no increase in cost to the Employer.

***13.04 Standby Compensation**

Employees who are required by the Employer to perform standby duty shall receive standby pay for each standby period of eight (8) hours or less at the rate of **\$16.21**. **Effective March 31,2024, employees who are required by the Employer to standby shall receive standby pay for each standby period of eight (8) hours or less at a rate of \$20.00.**

***13.05 Standby Compensation on Holiday**

Employees who are required by the Employer to perform standby duty on a holiday listed in Article 15.01, shall receive standby pay for each standby period of eight (8) hours or less at the rate of **\$32.40**. **Effective March 31,2024, employees who are required by the Employer to standby on a holiday shall receive standby pay for each standby period of eight (8) hours or less at a rate of \$40.00.**

13.06 Failure to Report

No compensation shall be granted for the total period of standby if the employee is unable to report for duty when required.

13.07 Callback Compensation

An employee who has left the Centre after completing their normal shift and is subsequently called back to the Centre shall be compensated for a minimum of four (4) hours at the straight time rate or at the applicable overtime rate for the period worked, whichever is greater. Articles 12.04 and 12.05 shall apply to an employee's callback compensation.

***13.08 Transportation Allowance**

Employees called back to work shall be **reimbursed for transportation to and from the place of work to a maximum as established in *Kilometrage Rates, Monthly***

Allowances and Transportation Allowances Regulations under the Civil Service Act. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December. The Employer will post the annual maximum no later than April 1st of each year.

Link to current rates:

<https://beta.novascotia.ca/documents/reimbursement-rates-and-transportation-allowances-employees-government-and-public-sector-bodies>

13.09 Rest Interval After Callback

The Employer will provide at least six (6) hours between the time an employee completes a period of callback and the commencement of the employee's next regular shift. The portion of the rest period which coincides with the next regular shift will be considered time worked.

***ARTICLE 14 - VACATIONS**

A. Vacation for employees in 12 month positions

***14.01 Annual Vacation Entitlement**

Effective **June 8, 2022**, an employee shall be entitled to receive annual vacation leave with pay:

*(i) each year during **their** first sixty (60) months of service at the rate of one and one quarter (1 1/4) days for each month of service;

(ii) each year after sixty (60) months of service at the rate of one and two thirds (1 2/3) days for each month of service;

*(iii) each year after one hundred and **sixty-eight (168)** months of service at the rate of two and one twelfth (2 1/12) days for each month of service;

(iv) each year after two hundred and eighty eight (288) months of service at the rate of two and one-half (2 1/2) days for each month of service; and

(v) Residence Counsellors and Night Aides with five (5) weeks or more vacation may request to have five (5) of their vacation days off with pay each year and have the remainder of their vacation entitlement calculated in the employee's

regular scheduled hours. Employees will be permitted to schedule the five (5) days consecutively at a time mutually agreeable to the Employer and the Employee.

***14.02 Vacation Year**

The vacation year shall be April 1 to March 31 inclusive.

14.03 Fractional Entitlement

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement, the entitlement shall be increased to the nearest half (1/2) day.

***14.04 Vacation Scheduling**

- (a) Except as otherwise provided in the Agreement, vacation leave shall be used in the year in which it is earned. Every employee shall advise their **direct supervisor** in writing of their tentative vacation preference for the following vacation year by March 31st in each year.
- (b) For employees within the bargaining unit, preference in vacation schedule shall be given to those employees with the greatest seniority.

***14.05 Employee Request**

Subject to operational requirements, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's request, the **direct supervisor** or delegated official shall within 30 days:

- (a) give the reason for disapproval if requested; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

14.06 Vacation Preference

Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference for a period of up to two (2) continuous weeks shall be given to the employee with the greatest seniority. Preference for vacation, according to seniority, shall be exercised once when the holidays are taken in more than one (1) segment.

14.07 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee's request to enjoy vacation entitlement in a single unbroken period of leave.

***14.08 Vacation Carryover**

Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days, **shall be carried over to the following vacation year, but shall lapse if not used before the close of that year, unless the employee requests in writing that the vacation leave be carried over into the Accumulative Vacation Carry Over bank under Article 14.09.**

An employee who is unable to **take vacation within the vacation year** due to illness or injury **leave or pregnancy/parental/adoption leave** shall be entitled to carry over this unused vacation to the subsequent year.

***14.09 Accumulative Vacation Carryover**

- (a) An employee, with the approval of the Employer, may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Employer, it will not interfere with the efficient operation of the Department.
- *(b) The scheduling of any vacation carryover accumulated pursuant to 14.09(a) is subject to authorization and scheduling in accordance with Article 14.04, 14.05 and 14.06.**

***14.10 Use of Accumulated Vacation Carryover**

The vacation leave approved pursuant to Article 14.09 shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless approved by the Employer.

14.11 Borrowing of Unearned Vacation Credits

With the approval of the Employer, an employee who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

14.12 Payout of Vacation Entitlement upon Separation

An employee, upon separation, shall be compensated for vacation leave to which the employee is entitled.

14.13 Vacation Records

An employee is entitled to be informed, upon request in writing, of the balance of their vacation leave with pay credits.

14.14 Call Back from Vacation

No employee will be called back from vacation except for extreme emergencies.

14.15 Reimbursement of Expenses Upon Call Back

During any period of vacation leave, an employee who is called back to duty shall be reimbursed for reasonable expenses that they incurred:

- (i) in proceeding to the place of duty; and
- (ii) in returning to the place from which they were called back if the employee immediately resumes vacation leave upon completing the assignment for which they are called back.

14.16 Reinstatement of Vacation upon Call Back

The period of vacation leave so displaced resulting from call back and transportation time in accordance with Articles 14.14 and 14.15 shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

14.17 Illness Before Vacation

If an employee becomes ill or injured by accident before commencing vacation, and such illness or injury requires hospitalization and is supported by a medical certificate from a legally certified medical practitioner, the employee can use accumulated sick leave instead of vacation time for the period of hospitalization.

14.18 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally certified medical practitioner, the employee shall be granted sick leave and have their vacation credits restored to the extent of the sick leave.

14.19 Vacation Carryover Due to Illness

Unused vacation entitlements due to sick leave or injury on duty leave may be carried over to the following vacation year or if not used by the end of the next following year be paid to the employee in September of that year at the request of the employee.

*B. Vacation for Employees in positions that align with the school year or less than 12 months.

***14.20 Vacation Pay**

Employees in positions that are less than 12 months shall receive vacation pay instead of vacation time, based on the following:

During an employee's first 60 months of service	5.76 % of gross salary
After 60 months	7.69 % of gross salary
After 180 months	9.62 % of gross salary
After 288 months	11.54 % of gross salary

Vacation pay will be paid with each pay.

***ARTICLE 15 - HOLIDAYS**

***15.01 Paid Holidays**

*(a) Regular full-time employees shall be entitled to the following recognized holidays off with pay.

- (i) New Year's Day
- (ii) Good Friday
- (iii) Easter Monday
- (iv) Victoria Day
- (v) Canada Day
- (vi) Labour Day
- (vii) Thanksgiving Day
- (viii) Remembrance Day
- (ix) Christmas Day
- (x) Boxing Day
- (xi) Heritage Day

(xii) National Day for Truth and Reconciliation

(xiii) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

(xiv) one-half (1/2) day beginning 12:00 noon on Christmas Eve Day.

(xv) any other day or part of a day declared by the Employer to be a holiday for employees.

- (b) Should the province grant a holiday to its employees the Employer shall either grant the actual day off with pay or an alternate day off with pay at a time mutually agreed.

15.02 Exception

Article 15.01 does not apply to an employee who is absent without pay on both the work day immediately preceding and the work day following the designated holiday.

15.03 Holiday Pay for Part-Time Employees

Regular part-time employees who fulfill the qualifying conditions of 15.02 shall be entitled to such holiday, with pro-rated pay based on the percentage of hours and days worked in the previous workweek.

15.04 Holiday Coinciding with Day of Rest

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 following the day of rest or another day mutually agreed upon between both parties.

15.05 Holiday Coinciding with Paid Leave

Where a holiday falls during an employee's vacation, the holiday shall not count as a vacation day. That vacation day shall be taken later.

15.06 Compensation for Work on a Holiday

Where an employee's regular scheduled day of work falls on the actual date of a paid holiday as defined in Article 15.01, the employee will receive compensation equal to two and one-half (2 ½) times their regular rate of pay as follows:

- (i) compensation at one and one-half (1½) times their regular rate for the hours worked on the holiday; and
- (ii) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time.

***15.07 Overtime Compensation for Work on a Holiday**

An employee who is required to work overtime on the actual date of a paid holiday, as defined in Article 15.01, will receive compensation equal to three (3) times their regular rate as follows:

- (i) compensation at double (2) times their regular rate for the hours worked on the holiday, and

- (ii) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time.

15.08 Compensation in Lieu of Time Off

Where time off with pay in lieu of the holiday has not been granted in accordance with Articles 15.06(ii) and 15.07(ii), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday. That payment will be made once a year, in July.

***ARTICLE 16 - SPECIAL LEAVE**

16.01 Special Leave

- (a) The Employer, in any one year, may grant special leave with pay or without pay, for such a period as it deems circumstances warrant. Such leave of absence shall not be unreasonably denied.
- (b) Where special leave without pay is granted, employees may participate in benefit plans provided the following provisions are met:

(1) Health and Dental and Group Life Insurance

An employee who is granted a special leave without pay shall provide payment for their portion of health and dental and group life insurance (Basic and Optional Life) premiums, for the entire duration of the leave, in advance of the commencement of the leave by post-dated cheque, money order or payroll deduction.

(2) Pension

An employee who is granted a special leave without pay may provide payment for their portion of pension premiums, for partial or full duration of the leave, by post-dated cheques, money order or payroll deduction. If payment is not received, participation in the Pension Plan will cease for the time period for which premiums have not been received. Subject to eligibility and Pension Plan rules, the employee may also apply to buy back pension.

(3) Long Term Disability

An employee who is granted a special leave without pay shall provide the Employer with payment for their portion of LTD premiums for the entire duration of their leave. Payment for LTD premiums must be completely paid in advance for the period of the leave, otherwise the leave will not be granted.

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in the NSPS Long Term Disability plan, the employee will not be required to make duplicate premium payments and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in any long term disability plan, the employee may opt out of the NSPS Long Term Disability plan and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

(4) Failure to Make Payment

Where an employee fails to provide the required payment for their portion of health and dental or group life insurance or pension benefit premiums, the benefit(s), for which payment has not been received, shall cease effective the start date of the leave and until such time as the employee returns to work and the employee resumes payment of premiums/contributions. Where an employee's post-dated cheque fails to cover the required premium by the appropriate payment date or where a cheque is returned due to insufficient funds, the employer will contact the employee by email or phone or, if those methods are unsuccessful, by registered mail at their last known address. If the employee does not make the payment by money order or certified cheque, inclusive of any arrears, within fourteen (14) calendar days, benefits will cease retroactive to the last date for which premiums were paid by the employee.

*16.02 Bereavement Leave

- *(a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay **subject to Article 11.11** for a period of up to five (5) consecutive working days for each death. Immediate family is defined as parent, step-parent, sibling, half-sibling, step-sibling, spouse, child of the employee, parent-in law, child-in law, step child, ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Notwithstanding, Article 16.02 (a), an employee's paid entitlement for such circumstances will expire after seven (7) calendar days commencing midnight following the death.
- (c) Notwithstanding, Articles 16.02 (a) and (b), a portion of an employee's paid leave entitlement for such circumstances may extend for up to one (1) year beyond the expiration of seven (7) calendar days commencing midnight following the death, where the employee has obtained approval from their Director or delegate at the

time of death to defer a portion of the leave to a later date due to the burial and/or service relating to the death taking place beyond this timeframe.

- (d) Every employee shall be entitled to special leave with pay, subject to Article 11.11, up to a maximum of one (1) day in the event of death of the employee's sibling-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (e) In the event of a death of the employee's sibling-in-law, and subject to the paid leave provided pursuant to Article 16.02 (d), upon request, an employee shall be granted up to an additional four (4) days of unpaid leave. For clarity, the paid leave and unpaid leave days under 16.02 (d) and (e) cannot exceed a total of five (5) consecutive work days.
- (f) Every employee shall be entitled to an unpaid leave of absence of up to five (5) consecutive work days upon the death of the employee's guardian.
- *(g) The above entitlement is subject to the proviso that proper notification is made by the employee to their **Supervisor** or delegate.
- (h) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.

16.03 Court Leave

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required:

- (i) to serve on a jury;
- (ii) by subpoena or summons to attend as a witness in any proceeding held:
 - (a) in or under the authority of a court;
 - (b) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (c) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

16.04 Compensation for Court Leave

- (a) Any employee given leave of absence with pay to serve on a jury, pursuant to Article 16.03, shall have deducted from their salary an amount equal to the amount that the employee receives for such jury duty.
- (b) Any employee who is required to serve under 16.03(b) as a result of the functions they fulfill on behalf of the Employer shall not suffer loss of days of rest or vacation and shall have these deferred to a mutually acceptable time.

16.05 Pregnancy Leave

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer through the Superintendent a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request, and the employee shall then provide, 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, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 16.05 (d).
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates they will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 16.05 (f) may be amended by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.

- (h) Where notice as required under Article 16.05 (f) is not possible, the employee shall give the Employer through the Superintendent as much notice as reasonably practicable of:
 - (i) the date the employee will begin the pregnancy leave where the employee is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from their pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 16.05(d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employees work is materially affected by the pregnancy.
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 16.05, the employee shall resume work in the same position they held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (l) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 16.05.
- (m) Leave for illness of an employee arising out of or associated with their pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 16.05 may be granted in accordance with the provisions of Article 17.

16.06 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that the employee 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.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay less any other earnings received by the employee during the benefit period;
 - (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit the employee is eligible to receive and ninety-three per cent (93%) of their 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.
 - (iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefit the employee is eligible to receive and ninety-three per cent (93%) of their 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) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of their pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) 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.
- *(e) The Employer will not reimburse the employee for any amount they are required to remit to **Employment** and Social Development Canada (**ESDC**), where their

annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the Employment Insurance Act.

- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

*(g) Parental Leave

An employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to **seventy-eight (78)** weeks upon giving the Employer through the Superintendent, four (4) weeks notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice in accordance with the provisions of Article 16.06 (f).

*(h) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 16.05 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, Parental Leave:

- (i) shall begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
- *(ii) shall end not later than **sixty-two (62)** weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 16.05.

(i) Parental Leave other than in Article 16.06 (g)

For an employee other than one to whom Article 16.06 (b) applies, Parental Leave:

- (1) shall begin on a date coinciding with or after the birth of the child or children; and
- (2) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.

- (j) The Employer may require an employee who takes Parental Leave pursuant to Article 16.06 (g) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.

- (k) Where an employee reports for work upon the expiration of the period referred to in Article 16.05 (f) or (g), the employee shall resume work in the same position they held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- (l) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
- (m) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous. However, service accumulated during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Parental Leave granted under Article 16.06.
- (n) Where an employee has commenced the Parental Leave pursuant to this Article and the child to whom the Parental Leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Superintendent at least two (2) weeks notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

16.07 Adoption Leave

- (a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer, through the Superintendent, four (4) weeks notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 16.07 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.

- (c) The Adoption Leave:
 - (i) shall begin on such date, coinciding with or after the arrival of the child or children in the employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home, as determined by the employee.
- (d) If both adoptive parents are eligible for Adoption Leave under a Civil Service collective agreement between the Union and the Employer, the provisions of Article 16.07 shall only be available to one of those employees.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 16.05, the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- (f) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- (g) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Adoption Leave granted under Article 16.07.

16.08 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 23 of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent

(75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;

(ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the different between the weekly E.I. benefit the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during 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 that period.

(iii) Up to a maximum of ten (10) additional weeks as follows:

(a) where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;

(b) where the employee is in receipt of extended I.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three (93%) of the employee's 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) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for their classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

(d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.

(e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Social Development Canada where their annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the Employment Insurance Act.

- (f) If both parents are eligible for Parental Leave or Adoption Leave under the Collective Agreement, the provisions of Article 16.06(a) shall only be available to one of those employees at one time.

16.09 Leave for Birth of Child/or Adoption

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) full shift. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) full shift special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this Agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) full shift.

16.10 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) days for a critical condition which requires **their** personal attention resulting from an emergency (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when **they are** normally off duty.

16.11 Leave for Family Illness

- (a) In this article family member means spouse, **child**, parent, **sibling**, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.
- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying their supervisor or delegated official, leave with pay up to a maximum of five (5) work days per annum except where otherwise provided in (c). The Employer may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.
- (c) A Temporary Employee shall be entitled to earn Family Illness leave at a rate of one (1) day for every ten (10) completed weeks of service.
- (d) In the case of preventative medical and dental care for an employee's child, parent, spouse, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying their Supervisor or delegated official, approval to access leave credits provided for

pursuant to 16.11(b). The Employer may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

16.12 Dental and Medical Appointments

An employee may be granted time off for a medical or dental appointment, subject to the following criteria:

- (i) The employee should arrange medical and dental appointments outside normal working hours, if possible.
- (ii) The employee should request approval for the time off as far in advance as possible so that staff adjustments can be arranged when necessary.
- (iii) If an employee requests excessive time off for medical or dental appointments, the Employer may require proof of attendance at the physician's or dentist's office.
- (iv) Time off for this purpose will be deducted from an employee's accumulated sick leave.
- (v) An employee may be granted time off for medical or dental appointments for a child or other dependent subject to the same criteria set out above.

16.13 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
 - (iv) Notwithstanding 16.13(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 16.13(a)(i), (ii) or (iii), where reasonable efforts have been made by the employee to arrive at their work station at the scheduled time.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow

employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 16.13(a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 16.13(b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.

- (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

16.14 Leave for Public Office

Where an employee is granted time off work as a result of elected activity, such time off work will be without pay. Section 35 of the *Civil Service Act* will be used as a guideline in dealing with employees' requests.

16.15 Prepaid Leave

Employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan set out in the Letter of Agreement #2 between the Union and the Employer.

***16.16 Educational Leave**

The Employer may provide educational leave in accordance with **the employers guidelines** Governing Educational Leave for Non-Teaching Staff. **Those guidelines** may be amended from time to time. **If the Employer amends these guidelines, the amendments shall be supplied to the Labour Management Committee.**

***16.17 Compassionate Care Leave**

The Employer will provide an unpaid leave of absence of up to twenty-eight (28) weeks for an employee to provide care or support to a family member in accordance with section 60 E of the *Labour Standards Code* for an Employee.

***16.18 Domestic Violence Leave**

The Employer will provide Domestic Violence Leave in accordance with the *Labour Standards Code*. The three (3) days of paid leave provided under the Labour Standards Code Regulations may be taken continuously or intermittently in days or hours, as needed.

***16.19 Reservist Leave**

The Employer will provide Reservist Leave in accordance with the Labour Standards Code.

***16.20 Leave for Caregiver of Critically Ill Child**

The Employer will provide an unpaid leave of absence of up to thirty-seven (37) weeks in accordance with the Labour Standards Code for an Employee who is a caregiving family member of a critically ill child.

***16.21 Leave for Caregiver of a Critically Ill Adult**

The Employer will provide an unpaid leave of absence of up to sixteen (16) weeks in accordance with the Labour Standards Code for an Employee who is a caregiving family member of a critically ill adult.

***16.22 Leave for Crime-Related Child Death**

The Employer will provide an unpaid leave of absence of up to one hundred and four (104) weeks in accordance with the Labour Standards Code for an Employee who is the parent of a child who dies, and it is probable considering the circumstances that the child has died as a result of a crime.

***16.23 Leave for Crime-Related Child Disappearance**

The Employer will provide an unpaid leave of absence of up to fifty-two (52) weeks in accordance with the Labour Standards Code for an Employee who is the parent of a child who disappears, and it is probable considering the circumstances that the child has disappeared as the result of a crime.

***16.24 Leave for Citizenship Ceremony**

The Employer will provide an Employee an unpaid leave of absence for up to one day to attend their own citizenship ceremony.

***16.25 Other Protected Leaves**

The Employer will provide Employees with all protected leaves as indicated by the Labour Standards Code which is amended by the Province of Nova Scotia from time to time.

***ARTICLE 17 - SICK LEAVE**

A. Provisions Applicable to Employees who Qualify for Short-Term Illness Benefits

17.01 Sick Leave Entitlement

- (a) An employee who is unable to perform their duties because of illness or injury for a period not exceeding three (3) consecutive work days, may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.

- (b) The year for the purpose of general sick leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have their maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service they will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.
- (e) Regular part-time employees will have their sick leave pro-rated according to the time they work.

17.02 Short-Term Illness Leave Benefits

- (a) An employee who is unable to perform their duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay in accordance with the following:
 - (i) For employees with less than one (1) years service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) work days of absence;
 - (iv) For employees with one (1) year but less than two (2) years' service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;
 - (iii) For employees with two (2) years' service but less than three (3) years' service, at 100% of normal salary for the first sixty (60) days of absence and thereafter at 75% of normal salary for the next forty (40) days of absence;
 - (iv) For employees with three (3) years' service but less than four (4) years' service, at 100% of normal salary for the first eighty (80) days of absence and thereafter at 75% of normal salary for the next twenty (20) days of absence;
 - (v) For employees with four (4) or more years' service, at 100% normal salary for a maximum of one hundred (100) days absence.
- (b) If an incident of short-term disability continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term sick leave shall be payable in accordance with the provisions of Article 17.02(a) applicable during the year in which the short-term illness commenced.

17.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury, whether the illness or injury would qualify for general illness, will be considered to be within the original short-term leave period as defined in Article 17.02(a). Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 16.02. Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive day count.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new sick leave period and entitled to the full benefits of Article 17.02.
- (d) The provisions of Article 17.03(b) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 17.02(a). Trial periods shall be determined in agreement with the Union, but in no case shall the trial period exceed three (3) months.

17.04 Benefits/Layoff

- *(a) When an employee is on short-term disability leave and is deemed eligible for long-term disability leave and is laid off, they shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement provided that the STD/LTD plan allows that payment. When such an employee has recovered or is capable of returning to work they shall be covered by the provisions of Article 26.
- (b) During the period an employee is on layoff, they shall not be entitled to benefits under Article 17 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, they shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 17.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

17.05 Long-Term Disability

Employees shall be covered for long-term disability, in accordance with the provisions of the Memorandum of Agreement signed by the Nova Scotia Government and the Nova Scotia Government Employees Union on August 1, 1985 and forming part of this Agreement and updated on June 22, 2017 by letter dated January 17, 2018 and as may be changed from time to time. An electronic copy of the LTD plan document shall be provided to employees by the employer upon request.

17.06 Benefits Not Paid During Certain Periods

General sick leave and short-term disability leave benefits will not be paid when an employee is:

- (i) receiving designated paid holiday pay;
- (ii) on suspension without pay,
- (iii) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 9 of the Agreement or in the case of circumstances covered under Article 17.05.

17.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on sick leave under Article 17 shall be deemed to be on 100% salary during such leave, or in accordance with federal or provincial statutes.

17.08 Unearned Credits Upon Death

When the employment of an employee who has been granted more sick leave with pay than they have earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to them.

17.09 Sick Leave Records

An employee is entitled to be informed, upon request in writing, of the balance of his sick leave with pay credits.

17.10 Alcoholism and Drug Abuse

The Employer and the Union shall encourage employees with alcohol or drug addictions to place themselves in an appropriate treatment program. Where the alcohol and/or drug addiction interferes with the employee's job performance, the Employer can require that the employee commence and maintain an approved treatment program. If a treatment program requires an absence from work, an employee can use accumulated

vacation or sick time. If the employee requires further time away from work or is not eligible for Long Term Disability benefits, the employee can apply for an unpaid leave of absence. The Employer will not unreasonably deny that application. If the absence is to exceed ninety (90) days, the employee shall apply for Long Term Disability benefits (if enrolled in the LTD Plan). When commencing a treatment program, that requires an absence from work, the employee shall advise the Employer of the expected duration of that absence.

***17.11 Proof of Illness**

- (a) A **non-bargaining unit Supervisor** may require an employee to produce a certificate from a legally qualified medical practitioner where the employee is absent or expected to be absent for more than **five (5)** days for which sick leave is claimed by an employee. **Such certificate is to be submitted to Human Resources.** If a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay.
- (b) Where the **non-bargaining unit Supervisor** has reason to believe an employee is misusing sick leave privileges, the **non-bargaining unit Supervisor** may issue to the employee, in writing, a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed. **Such certificate is to be submitted to Human Resources.**

17.12 Examination by Medical Practitioner of APSEA's Choice

- (a) The Employer may require that the employee be examined by an alternate licensed healthcare practitioner. If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.
- (b) Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

17.13 Contents of Medical Certificates

The medical certificates referred to in Articles 17.11 and 17.12 shall notify the Employer whether the employee has been, or is, unfit to report for work when the employee may return to work, and what limitations, if any, there are on the employee's ability to attend and perform work.

17.14 Benefit Plans

Nothing in these articles shall in any way affect any rights of any employee under the provision of the Employer's group insurance plans, pension plan, or any other plans adopted by the Employer or the rules and regulations in respect thereto. The said plans and rules and regulations shall determine all questions arising thereunder.

ARTICLE 18 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE

18.01 Performance Review

- (a) The Employer shall conduct a formal performance review of all employees. The employee shall be given an opportunity to discuss and then sign the review form to indicate that its contents have been read. The signing of the review form shall not be construed as agreement with the contents. A copy will be given to the employee.
- (b) The Labour Management Committee shall review and make recommendations for alterations and/or changes to both the existing performance review process and the forms used for this process.

18.02 Discipline Records, Access To Information In Personnel Files

- (a) There shall be one official personnel file. Upon request, an employee shall at any reasonable time be allowed to inspect his personnel file in the presence of an authorized representative of the Employer. The employee may be accompanied by a steward or representative of the Union if employee so desires.
- (b) A copy of any document placed in an employee's personnel file shall be supplied concurrently to the employee. The employee shall acknowledge having received such documents by signing the file copy. Upon request, the Employer will provide an employee with a copy of any information in the employee's personnel file.
- (c) No disciplinary notices from an employee's personnel file may be introduced as evidence in any hearing related to disciplinary action unless the employee had previous knowledge of it and information obtained by an employee in this manner shall not be sufficient and justifiable notification of a letter of warning or criticism.

18.03 Removal of Disciplinary Action From Personnel File

Any documents relating to disciplinary action shall be removed after two (2) years from the date it was placed on an employee's file provided there has not been a recurrence of a similar incident during that period.

***ARTICLE 19 - DISCIPLINE AND DISCHARGE**

19.01 No Discipline Except for Just Cause; Progressive Discipline

The Employer shall not discharge or discipline any employee without just and sufficient cause. The Employer accepts the principle of progressive discipline and agrees to apply it, where appropriate.

19.02 Written Warnings, Suspension or Discharge

- (a) Where an employee is to receive a written warning, be suspended or discharged, the employee may have a Steward present for such a meeting where practical. The Employer shall give an employee and the Union President advance notice of those meetings where practical.
- (b) Where an employee receives a written warning, is suspended with or without pay or discharged, the Employer shall within three (3) working days confirm to the Employee and the Union, in writing, by registered mail or by personal service the reason for the written warning, suspension or discharge.

***19.03 Suspension and Discharge Grievances, Abbreviated Procedure**

Any grievance relating to the suspension, or discharge of an employee shall be submitted by the Union commencing at **Step 2** of the Individual Grievance Procedure, in writing, within ten (10) working days of the receipt of the written notice referred in 18.02.

ARTICLE 20 - RESIGNATION AND RE-EMPLOYMENT

20.01 Notice of Resignation

If an employee wants to terminate their employment, they shall forward a letter of resignation to the Director or delegate at least ten (10) working days before the effective date of termination. The Director or delegate may accept a shorter period of notice. An employee, who has terminated their employment through resignation, may withdraw their resignation within five (5) work days of the date of the employee's resignation letter.

20.02 Absence Without Permission

- (a) An employee who is absent from their employment without permission for five (5) consecutive working days shall be deemed to have resigned the position effective the first day of absence.

- (b) An employee may be reinstated by the Employer if the employee establishes that the absence arose from a cause beyond the employee's control and it was not possible for the employee to notify the Employer of the reason for the absence.

***ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE**

21.01 Grievance

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation has been made that this Agreement has been violated a grievance shall be filed as follows:

Grievance Procedure (Informal)

- (a) An employee(s) who feels unjustly treated or aggrieved by any action or lack of action by the Employer, shall first discuss, within fifteen (15) working days, the matter with the Immediate Supervisor. The employee(s) may have a steward present if so desired.
- (b) The supervisor shall answer the dispute within fifteen (15) working days of the discussions unless the Union agrees to extend this time limit. A steward or staff representative may represent the grievor at any or all steps of the grievance procedure.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a 'grievance' and the supervisor shall be notified accordingly.

***Grievance Procedure (Formal)**

***Step 1**

Should the verbal decision(s) of the immediate supervisor not be acceptable, the grievor(s) or the Union shall submit the grievance in writing to **their Director and copy to Human Resources** within ten (10) working days of the reply from the informal discussion. The **Director** shall make every effort to reach a mutually satisfactory solution and shall give a decision within ten (10) working days in writing of the filing of the grievance.

***Step 2**

If the grievance has not been settled pursuant to Step 1, the grievor(s) or the Union shall within ten (10) working days of the receipt of the decision of the **Director**, submit the grievance in writing to the **Superintendent, and copy to Human Resources**. The **Superintendent** shall render a decision in writing within **ten (10)** working days of receipt of the grievance. **A grievance on a dismissal, a job posting or the right to**

work in an environment free from sexual harassment shall be commenced at Step 2 of the grievance procedure.

***21.02 Arbitration**

- *(a) Where an employee or the Union has presented a grievance up to and including **Step 2** of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and the grievance has not been dealt with satisfactorily, the Union may refer the grievance to arbitration.
- *(b) The Union or **the Employer** as the case may be, shall within ten (10) days of the receipt of the reply in the last step of the grievance procedure, notify the other party indicating the name, address, and telephone number of its nominee to an arbitration board or request the use of a single arbitrator and indicate her name, address and telephone number.
- (c) Within five (5) days the other party shall reply indicating their nominee's name, address, and telephone number or reject or accept the names submitted for a single arbitrator.
- (d) If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for Nova Scotia upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it.

***21.03 Union or Employer Grievance**

- *(a) In the case of a union grievance, the matter may be initiated at **Step 2** of the above grievance procedure within twenty-five (25) working days of the occurrence of the event giving rise to the grievance. If the matter is not resolved within the time limits provided in **Step 2**, the grievance may be submitted to arbitration. It is the intention of the parties that the procedure provided for in this clause shall not be used to bypass the regular grievance procedure provided for employees where the subject matter of the grievance relates to an individual employee.
- *(b) In the case of an Employer grievance, the matter may be initiated, as if at **Step 2** of the above grievance procedure, by submitting the grievance in writing to the President of the Nova Scotia Government and General Employees Union within twenty-five (25) working days of the occurrence of the event giving rise to the grievance, with a copy of the grievance to the President of the Local Union and the appropriate Employee Relations Officer. If the matter is not resolved in the time limits provided in **Step 2**, the grievance may be submitted to arbitration.

21.04 Extension of Time Limits/omission of steps

At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified or to omit step(s) in the grievance procedure. That agreement shall be in writing. The request to extend the time limits shall be within the time limits set out in this agreement.

21.05 Time Limits

In determining the time for taking steps in the grievance procedure, Saturdays, Sundays, and recognized holidays shall be excluded. If the grievance is not commenced within the specified time limits it shall be deemed to be abandoned. If the Employer does not respond within the specified time limit and there is no agreement to extend that time limit, the grievance can be processed to the next step of the grievance procedure.

ARTICLE 22 – PUBLIC SERVICE AWARD

22.01 Public Service Award

- (a) Subject to Article 22.02 below, an employee who was employed on or before April 1, 2015 and who ceases to be employed after April 1, 2015 either by retirement or resignation from employment, and is immediately eligible for and accepts a pension pursuant to the provisions of the Public Service Superannuation Act, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a prorated payment for a partial year of service.
- (b) The amount of Public Service Award provided under Article 22.01(a) shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

22.02 Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Article 1.02 as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.
- (b) An employee who resigns in accordance with the provisions of Article 20 is not entitled to a Public Service Award.
- (c) An employee who received a payment in lieu of the Public Service Award pursuant to the Memorandum of Understanding Re: Service Payout signed on

the 2nd day of March, 2018 is not entitled to a Public Service Award for service accrued to March 31, 2015.

22.03 Death Prior to Retirement

Where an employee dies and they would have been entitled to receive a Retirement Allowance, such allowance shall be paid:

- (i) to their beneficiary, or
- (ii) to their estate if there is no such beneficiary.

22.04 Calculation of Award

The salary which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the salary which the employee was receiving on the date of retirement or the average monthly salary rate of the employee's best five (5) years while employed at APSEA, whichever is greater.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Pension

The Employer shall continue to provide a pension plan for all eligible employees as per section 9(4) of the *Atlantic Provinces Special Education Authority Act*.

23.02 Part-Time Employees

Part-time employees can participate in benefit plans open to them. However, part-time employees must pay premiums twelve (12) months of the year to be covered over the full year. Part-time employees can arrange to have twelve (12) months premiums deducted over the ten (10) months they are actually at work.

23.03 Benefit Plans

The Employer shall maintain its current level of contribution to the health, life and accidental death and dismemberment insurance plans presently in effect. Participation in the health plan of eligible employees shall be mandatory unless proof of coverage can be shown.

The Employer shall continue to pay 65% of the total premium cost of all employees eligible for coverage under the Province of Nova Scotia consolidated health and dental plan.

***ARTICLE 24 - HEALTH AND SAFETY**

24.01 Health and Safety

The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees. The Employer will respond to suggestions from the employees or the Union and the parties undertake to consult with a view to adopting and carrying out reasonable procedures and techniques designed to prevent or reduce the risk of employment injury and employment-related chronic illness.

***24.02 Occupational Health and Safety Act**

The Employer, the Union and the employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 2016, c. 14.

24.03 Violence in the Workplace

Acts of violence in the workplace will not be tolerated. The Employer, the Union and the employees will act in an expeditious and appropriate manner in dealing with breaches of discipline standards.

24.04 First Aid and CPR Training

In the interests of the occupational safety and health of employees and students, the Employer will organize first aid and C.P.R. certification in-services for designated staff.

ARTICLE 25 - SENIORITY

25.01 Seniority

- (a) "Seniority" means total accumulated continuous period of employment with the Employer and includes employment with APSEA - Amherst.
- (b) If a term employee becomes a permanent employee without a change in position or a break in service, the date of hire for the purposes of this Agreement shall be the date the employee was last hired on a term basis.
- (c) The Employer will prepare an up-to-date seniority list once yearly on or about November 1st. A copy will be sent to the Local President.
- (d) An employee who competes for or is transferred to a non-bargaining unit position shall not continue to accumulate seniority but shall have their seniority reinstated if they are returned to a bargaining unit position within six months of leaving the bargaining unit.

- (e) In the case of two or more employees having the same amount of seniority, for the purpose only of breaking a tie, prior casual service will be acknowledged. If these employees do not have any prior casual service, the tie shall be broken by a coin toss in the presence of the affected employees, the union and the employer.
- (f) When calculating days for merit increments and probationary period the first day shall be from the date of employment.

*ARTICLE 26 - LAYOFF

26.01 Layoff

- (a) An employee may be laid off because of a shortage of work, shortage of funds, discontinuation of a position, technological changes, modification or elimination of services. Where employees are to be laid off, the Employer will advise the Union as soon as reasonably possible.
- (b) For purposes of this collective agreement, the following classifications shall apply:
 - Residence Counsellor
 - Orientation & Mobility Specialist
 - Clerical
 - Transcription
 - Maintenance
 - Night Aide
 - Library Technician
 - Hearing Technician
 - Educational Interpreter
 - Oral Interpreter
 - Facilities Support Assistant
 - IT
- (c) Employees shall be laid off in the classification where the staff reduction occurs, in the reverse order of seniority with the Employer, except that no permanent employee will be laid off until all term and temporary employees are laid off.

26.02 Layoff Notice

- (a) When an employee is to be laid off they shall receive:
 - (i) thirty (30) calendar days notice in writing to the employee if their period of employment is less than five (5) years;

- (ii) forty (40) calendar days notice in writing to the employee if their period of employment is five (5) years or more, but less than ten (10) years; and
 - (iii) sixty (60) calendar days notice in writing to the employee if their period of employment is ten (10) years or more.
- (a) Where less notice in writing is given than provided in Article 26.02(a), the employee shall continue to receive their pay for the number of calendar days for which they were required to be in receipt of such notice.
 - (b) Notices pursuant to this section shall include the effective date of layoff and the reasons for it.
 - (c) Within two (2) full calendar days of receiving a layoff notice, an employee shall be entitled to exercise any of the following options:
 - (i) to exercise placement/displacement rights in accordance with the procedures set out in Article 26.03;
 - (ii) to be laid off and be entitled to recall under article 26.04; or,
 - (iii) to be laid off, give up recall and accept severance with severance pay in accordance with Article 26.06.

26.03 Placement/Displacement Rights

- (a) Subject to consideration of ability, experience, qualifications, an employee in receipt of layoff notice, or whose position has become redundant, shall have the right to be placed in a vacancy in the following sequence:
 - (i) a vacancy in the employee's same position classification title; or,
 - (ii) if a vacancy is not available under (1) above, then any vacancy for which the employee is qualified.
- (b) The Employer shall identify all vacancies and the employee shall be assigned to the position of their choice, subject to Article 26.03(a). If more than one employee is affected, their order of preference shall be determined by their order of seniority.

26.04 Recall

- (a) Employees shall be recalled in the order of their seniority provided they have the necessary qualifications.

- (b) The right of recall for laid off employees shall continue for a period of twenty-four (24) months.
- (c) An employee who is recalled or rehired during the recall period shall have reinstated to them all benefits they had accumulated to date of layoff.
- (d) Upon termination of recall rights or resignation the Employer will automatically pay severance pay.

***26.05 Notification of Vacancies**

All **bargaining unit employees in receipt of layoff or already on the reinstatement list** will be given an opportunity to compete for vacancies or newly created positions **within the bargaining unit, for which they are qualified**, before the position is offered to someone outside the bargaining unit

26.06 Severance Pay on Layoff

- (a) Severance shall be granted as follows:
 - (i) One week of pay for every year of service to a maximum payment of 26 weeks.
- (b) The amount of severance pay provided under Article 26.06(a) for employees who receive 26 pay cheques each year shall be calculated by the formula:

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{one month}$$

- (c) The amount of severance pay provided under Article 26.06(a) for employees who receive 22 pay cheques each year shall be calculated by the formula:

$$\frac{\text{bi-weekly rate} \times 22}{12} = \text{one month}$$

- (d) If any employee collects severance pay from APSEA, APSEA has no obligation to rehire that employee. If an employee subsequently becomes employed with APSEA, the employee receives no credit for any past service.

***ARTICLE 27 - JOB POSTING AND SELECTION**

27.01 Filling Vacancies

The Employer will advertise vacancies or newly created positions inside the bargaining unit and outside the bargaining unit concurrently. Subject to the provisions of Article 27.02, the employer will consider internal applicants before external applicants.

***27.02 Job Posting and Appointment**

- *(a) Where a job vacancy occurs which is to be filled or a new job is created, notice shall be **posted on** the APSEA website for a period of ten (10) days **and an email sent to all APSEA employees**. The notice shall set out a job description, qualifications required for the job, classification and wage rate.
- (b) In making staff changes, primary consideration shall be given to fitness, ability, and qualifications to perform the required duties. When fitness, ability and qualifications are relatively equal seniority shall prevail.
- (c) An existing employee who successfully competes for a temporary position in the bargaining unit will be entitled to return to their former position upon expiry of the temporary position.
- (d) An employee who successfully competes for a newly created position or a similar position or is transferred into another position shall remain in the position for a trial period. At the conclusion of the trial period if either the employee or Employer is not satisfied the employee can return to their former position without loss of seniority or the Employer can return them to their former position without loss of seniority. The Union will not grieve any transfers necessary to facilitate the employee's resumption of their former position. Nothing in this collective agreement prevents an employee from applying for vacancies while serving a trial period. An employee who returns to their former position will have accumulated seniority while in the newly created or similar position.
- (e) In the event that a vacancy occurs in the same position classification title within a three (3)-month period of the closing date of a competition, the Employer is not required to post the competition. The position may be filled through the prior or existing competitions within the three (3)-month period.

27.03

When an employee applies for a vacancy and is not successful the reasons will be explained to the employee if requested.

***27.04 Job Posting**

Annual Staff Assignments for EIs, EOIs, and EDIs

1. It is recognized that the first priority is meeting student needs. In addition to student need, geographical area and staff preference will be considered when assigning staff. When all other factors are equal, the annual staff assignments shall be made in accordance with seniority.
2. (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes special skills or qualifications are required such as EIPA scores, Employees will normally be assigned to students by June 15 of each year.

- (b) In cases where there is no position available in an Employee's geographical area, staff can move to another geographical area in accordance with 2(a).
- (c) Staff are not required to accept a vacancy in another geographical area and are subject to the provisions of Article 26.

***27.05 Employment Equity and Diversity Initiatives**

The parties agree to promote Employment Equity and Diversity (EED) within APSEA. APSEA's EED initiatives promote a workplace that is inclusive and free of discrimination, values diversity, and is representative of the people of Atlantic Canada.

As a mechanism to support equity and diversity within APSEA, the Employer shall cultivate diversity by implementing proactive initiatives in order to increase the representation of designated group members at APSEA.

The parties agree that, notwithstanding any other provision of this Article, where there is a compelling demonstrated need to hire for a specialized assignment or for purposes of equity and diversity, the Employer may designate up to two (2) positions in the bargaining unit per year for members of diverse groups to support workplace diversity initiatives. The Employer shall consult with the Union prior to posting a designated competition within the bargaining unit.

Any positions requiring lived experience shall be excluded from the aforementioned count of two (2) positions.

***ARTICLE 28 - SHIFT PREMIUMS**

***28.01 (a) Shift Premium**

Effective **June 8, 2022**, an employee shall receive a shift premium of **two** dollars and **thirty-five** cents (**\$2.35**) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

(b) Weekend Premium

Effective **June 8, 2022**, an employee shall receive a weekend premium of **two** dollars and **thirty-five** cents (**\$2.35**) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 12:01 a.m. on Saturday and 7:00 a.m. on Monday.

ARTICLE 29 - TRAVEL REGULATIONS

29.01 Kilometrage Allowance

Employees shall be paid a kilometrage allowance equal to the current provincial government rate for Nova Scotia.

29.02 Chauffeur's License

The Employer agrees to pay the cost of the Chauffeur's license for designated drivers.

29.03 Medical Examination for Drivers

The Employer agrees to pay any cost to designated drivers for medical examinations required which are not covered by MSI.

29.04 Expenses

Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval in accordance with APSEA's travel policy.

ARTICLE 30 – PAY

30.01 Classifications and Rates of Pay

The classifications and rates of pay contained in Schedule "C" form part of this Agreement. Effective the date of signing, the wage scale shall conform to the wage settlement reached between the Civil Service Commission and the Nova Scotia Government and General Employees' Union for the various classifications of employees at APSEA.

30.02 Rate of Pay Upon Appointment

The rate of compensation of a person upon appointment shall be the minimum rate prescribed for the class to which **they are** appointed except where the person appointed to the position has qualifications in excess of the minimum requirements for the position.

30.03 Anniversary Date

- (a) The anniversary date of an employee hired following the signing of the collective agreement shall be the day on which the employee reported for duty.

- (b) The anniversary date for purposes of wage increments is the date one (1) calendar year later than the employee's previous increment and commences upon the date of the first hire or if broken upon the date of the last date of hire.
- (c) In the event of a leave of absence without pay for more than 30 days, the anniversary date will be deferred by the amount of the leave of absence.
- (c) If an employee's position is reclassified, at that time, the date of reclassification shall become their new anniversary date.

30.04 Implementation of Increases

Increases negotiated in this Agreement shall be implemented on a step for step basis, that is, an employee in the third step of any pay range shall be placed in the third step of the corresponding new pay range.

30.05 Acting Pay

- (a) Where an employee is designated to perform for a temporary period of five (5) or more consecutive days, the principal duties of a higher position, they shall receive acting pay, including the five (5) days, equivalent to ten percent (10%) higher or a minimum of the rate of pay at the higher classification whichever is greater, than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting pay shall not be paid to an employee where the employee's current position normally requires periodic substitution in the higher position, as defined by the position specification title, and salary range.
- (c) If an absence of five (5) days is determined, the Acting Supervisor's position will be offered to employees in a lower classification in the department by seniority or the Employer will distribute the responsibilities amongst other management staff and direct the employees of the changes in writing.

30.06 Re-Classification

- (a) Preliminary Review

If an employee(s) believes that their position is improperly classified, the employee(s) may forward a written request to the Coordinator of Human Resources outlining why it is no longer properly classified. Where all incumbents, in a multi-incumbent position, believe that their position is improperly classified, the preliminary review will proceed with consideration of all incumbents who may be impacted by the preliminary review.

The Coordinator of Human Resources shall consult with the employee(s) immediate Supervisor, review the request and respond within thirty (30) working days as to

whether there is agreement or disagreement with the proposal to review the position for reclassification.

If the Coordinator of Human Resources disagrees with the proposal, they shall outline in their written response the reasons why.

If the Coordinator of Human Resources agrees with the proposal, an evaluation will be completed by the Coordinator of Human Resources and the Employee(s) will be advised of the preliminary review thirty (30) working days from the Coordinator of Human Resources agreement to review the position for reclassification.

(b) Formal Review

If the employee(s) is not satisfied with the Employer response from the Preliminary Review (a), they may, within fifteen (15) days of the response from the Preliminary Review, initiate a formal review in writing to the Coordinator of Human Resources. Upon receipt of a formal review, the employer shall convene an Evaluation Committee comprised of three (3) representatives of APSEA, and two (2) representatives of the Union. The Evaluation Committee shall evaluate the request to reclassify. One of the representatives of APSEA shall chair the Committee.

APSEA shall notify the Employee(s) and the Union in writing of the results of the evaluation within ten (10) working days following the Evaluation Committee's decision.

(c) Effective Date of Reclassification

The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Coordinator of Human Resources of the employees written request for formal review.

(d) Rates of Pay upon Reclassification

(i) Re-classification on Higher Salary Band

Determine the Employee's salary placement on the new salary scale at the next highest salary step to the salary earned prior to reclassification.

(ii) Re-classification on Lower Salary Band

An Employee whose position is reclassified to a classification with a salary grade or pay class which has a lower maximum salary shall maintain the higher classification and rate of pay on a present incumbent only (P.I.O.) basis for such period of time that the employee remains in such position. The employee shall continue to be entitled to salary progression to the maximum salary of the higher paying classification.

(e) Appeal Procedures

Where the Evaluation Committee is unable to come to a consensus, the matter may be referred to an appeals committee comprised of one (1) representative of APSEA, one (1) representatives of the Union, and one (1) external and neutral third party. The Appeals Committee shall evaluate the request to reclassify. The external and neutral third party shall chair the Committee.

APSEA and the Union shall agree on the names of compensation specialists willing to serve as committee members.

The Appeals Committee shall decide the issue of the proper classification for the position based upon the existing classification system.

- (i) The Appeals Committee shall provide a decision, in writing, to APSEA and the Union within forty-five (45) working days of the referral.
- (ii) Where the Employer and Union Representatives of the Appeals Committee are unable to come to a consensus the committee Chair will make the decision which shall be final and binding on all parties, and grievance rights shall not apply in respect of a decision of the Appeals Committee.
- (iii) The Appeals Committee shall not:
 - 1. alter any position descriptions and/or any classification standards determined by APSEA;
 - 2. entertain an appeal based solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant Employee;
 - 3. entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position since the position was last considered by the Appeals Committee. APSEA and the Union shall share equally in the costs associated with the services of the external and neutral third party;

- (f) APSEA reserves the right to review classification in absence of an employee request, as required.

ARTICLE 31 - PROTECTIVE CLOTHING

31.01 Safety Equipment

- (a) The Employer shall provide all safety equipment reasonably necessary for the occupational safety and health of employees.

- (b) Employees may request from the employer, equipment reasonably necessary for the performance of their duties.

31.02 Protective Clothing (MOS)

The Employer agrees to provide one (1) pair of safety footwear for employment use every twelve (12) months (up to a maximum cost of \$175.00). The reimbursement must be supported by receipts. It is the employee's responsibility to repair or replace safety footwear between issues by the Employer.

31.03 Work Clothing

The Employer agrees to provide three (3) sets of work clothes to maintenance and facilities staff.

ARTICLE 32 - COMPENSATION FOR INJURY ON DUTY

32.01 Reporting of Injuries

- (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 form as the Employer may from time to time prescribe.
- (b) The employee shall fill out an accident report form and where appropriate apply for workers' compensation benefits.
- (c) Where an employee is unable to work because of an occupational accident or illness, workers' compensation benefits may be available as determined by the Workers' Compensation Board. In accordance with the *Workers' Compensation Act*, an employee must serve a waiting period of two days without pay before receiving workers' compensation benefits. If an employee is ultimately denied workers' compensation benefits, they can retroactively claim those days as sick days and so be paid for them, provided that they have accumulated sick days.
- (d) After the two day waiting period, if an employee has not yet received workers' compensation benefits, they will receive 85% of their salary as sick leave. If they subsequently receives workers' compensation benefits for that period of time, they will reimburse APSEA. If an employee is ultimately denied workers' compensation benefits, they can retroactively claim those days as sick days and so be paid 100% of their salary for them, provided that they had accumulated sick days.
- (e) If an employee who has suffered an on the job injury and is unable to work has their claim terminated or denied by the Workers' Compensation Board, APSEA

may require the employee to file an appeal of that termination or denial as a condition of the employee continuing to receive sick leave benefits from APSEA. No employee shall be required to carry the appeal forward at their own expense.

- (f) Where an employee is injured on duty and is receiving workers' compensation benefits, the Employer shall grant to the employee a leave of absence so that the employee does not have to draw from their sick bank.

ARTICLE 33 - REOPENER

33.01 Benefits that Conform to Government/NSGEU Agreements

The parties agree that the terms and conditions of Articles 11, 12, 13, 14, 15, 16, 20, 22, 28 and 30 of this Agreement shall be amended to conform to the terms and conditions reached between the Nova Scotia Government and the Nova Scotia Government and General Employees' Union for classifications in Schedule "C" of this Agreement.

33.02 Effective Date

The effective date of amendment shall be that in effect for the relevant Agreements mentioned above.

33.03 Amendments Deemed Part of Agreement

The amendments negotiated under 33.01 and 33.02 shall be deemed to be part of this Agreement.

ARTICLE 34 - CONTRACTING OUT

34.01 No Contracting Out

The Employer agrees that all work or services normally and routinely performed by employees in the bargaining unit shall not be contracted out except as in article 34.02.

34.02 Exception

The Employer shall have the right to continue to contract out as per present practice, those functions or operations which employees do not presently perform, or those functions required in an emergency when staff is not available.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Definition

Technological change means the introduction of equipment or materials, which is likely to affect the job security, work methods, or health of employees.

35.02 Notice to Union - Joint Consultation

- (a) Where technological change is being considered in the planning stage, the Employer agrees to give the Union, in writing, as much advance notice as possible, and not less than three (3) months prior to the date planned for the change, concerning the nature of the technological change and the possible effects, including health hazards, of this change on employees.
- (b) Where technological change is being planned the Employer shall call a meeting(s) of the Labour Management Committee:
 - (i) to discuss matters of concern between the parties related to technological change;
 - (ii) to define problems which may be associated with planned technological change; and
 - (iii) to suggest alternatives for solving defined problems for consideration by the Employer and the Union.

35.03 Introduction of Technological Change

In introducing technological change, the Employer will make every reasonable effort to minimize the effects of the change on employees.

35.04 Retraining

Where retraining of employees is required because of technological change requiring new or greater skills than are possessed by the affected employees, the Employer will where possible, make every effort to provide this retraining on-the-job during normal working hours. Where such retraining is available only off-the-job or outside of normal working hours, employees shall suffer no loss of salary during such retraining and shall be entitled to leave with pay where necessary. Employees shall be given a reasonable period during which they can perfect or acquire the skills necessitated by the change.

***ARTICLE 36 - EMPLOYEE DEVELOPMENT**

36.01 Employee Development

- (a) Notwithstanding any benefits an employee may be entitled to under this Agreement, when an employee wishes to participate in courses which are related to their present position, the Employer shall make every reasonable effort to facilitate the employee's requests for special shift arrangements or shift changes necessary to accommodate classes or examinations.
- (b) Leave of absence with pay shall be granted to allow an employee time to write examinations.
- (c) Conference grants shall be made to employees of the bargaining unit to defray reasonable expenses, in part or in whole, for attendance at conferences, symposiums or seminars, subject to the approval of the Director.

***36.02 Professional Learning**

Both parties recognize the value of planned **professional learning** opportunities. All staff shall be scheduled to participate in designated **professional learning opportunities**. **Professional learning will be added as a standing agenda item to Labour Management Committee meetings, per Article 10.**

***ARTICLE 37 – TEMPORARY REASSIGNMENT**

37.01 Definition of base work location for the application of this article

The APSEA designated work location where an individual regularly performs their job duties or where they are primarily stationed for work purposes. If the employee has multiple APSEA designated work locations, their primary location is the one where they spend the majority of their time. If the time spent at each location is equal, it is defined as the location closest to their home.

37.02 Reassignment

- (a) Notwithstanding any other provision in this collective agreement, the Employer has the right to temporarily re-assign employees or work as required. The Employer shall not exercise the right to assign or re-assign in an unreasonable or arbitrary manner.
- (b) Where consistent with the operational requirements of the Employer, expressions of interest for temporary reassignment may be invited by the Employer.

- (c) The Employer will notify the Union of all employees reassigned pursuant to this provision.
- (d) An employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss their concern with their immediate supervisor through the established informal step in the grievance procedure.
- (e) The Employer shall cover those expenses identified in Article 29 and other travel expenses pursuant to the applicable travel policy and related procedures.

37.03 Reassignment Outside Their Base Work Location

Notwithstanding Article 37.02, at the Employer's discretion an Employee may volunteer to accept a temporary reassignment outside their base work location. In that event, the Employer must consult with the relevant Union(s) and advise the Employee of the length of time of the reassignment and cover those expenses identified in Article 29 and other travel expenses pursuant to the applicable travel policy and related procedures. Any extension or change in the reassignment must be agreed to by the Employee with further consultation with the Union(s).

37.04 Reassignment Rate of Pay

Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such Employee's regular position, shall not have the original regular rate of pay reduced while so temporarily employed.

37.05 Job Postings

The Employer's right to fill vacancies in accordance with this provision shall not be used to avoid the posting of vacancies in accordance with Article 27.

***ARTICLE 38 – MOVING EXPENSES – EMPLOYER INITIATED TRANSFERS**

38.01 Definitions for the application of this Article

1. "Designated work location" means the regular work location where the Employee is normally assigned.
2. "Transfer" means the movement of an Employee from one designated work location to another.

3. **“Moving Expense” means the necessitated and eligible moving costs incurred by an Employee in employer-initiated transfers.**

38.02 Minimum Distance Qualifications

Under the terms of this article, there is a minimum distance qualification which governs the eligibility of an Employee for reimbursement of moving expenses. Generally, expenses will not be paid where the old and new designated work locations are within the same geographical area.

Moving expenses shall not be paid unless:

- a) **the new designated work location is outside of the former geographical area, and**
- b) **the new residence is outside a radius of 50 kilometres from the old residence.**

38.03 Employer Initiated Transfers

- a) **The transfer of an Employee which is initiated by the Employer, is subject to the terms and conditions set out in this article; and**
- b) **For employees in positions that are less than 12 months, the Employer-initiated transfer occurs during the months of September to June (ie: school year)**

38.04 Moving Expenses

Each Employee who is eligible for moving expenses shall be reimbursed to a maximum total of \$500.00 when eligible receipts are provided by the Employee for reasonable related moving expenses.

ARTICLE 39 - ORGANIZATIONAL CHANGE

39.01 Applicability of Trade Union Act

The Employer and Union recognize that, unless other legislation provides otherwise, the appropriate provisions of the *Trade Union Act* respecting the transfer of successor rights apply in the event that APSEA is, in whole or part, merged, amalgamated or consolidated with another employing body.

***ARTICLE 40 - TERM OF AGREEMENT**

***40.01 Duration and Renewal**

The Agreement shall be in effect from **April 1, 2022 to March 31, 2026** and shall automatically be renewed after that date for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written request to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal of it.

40.02


If any law passed by the Legislation applying to employees covered by this Agreement renders any part of this Agreement invalid, such decision shall not invalidate any other part of the Agreement. Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY



Lisa Doucet
Superintendent




Renée Pothier
Director of Human Resources

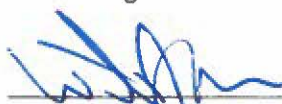
NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Sandra Mullen
President



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member

SCHEDULE "A" - EXCLUSIONS FROM THE BARGAINING UNIT

Superintendent
Executive Assistant to Superintendent
Director
Administrative Assistant to the Director
Payroll/Personnel Administrator
Maintenance Supervisor
Residence Supervisor
Psychologist
Casual Employee
Temporary Employee
Substitute Employee
Production and Library Service Supervisor
Grant-paid employees
Co-op Student
Administrative Assistant to Program Supervisor

SCHEDULE "B" - CERTIFICATION ORDER AND AMENDMENT

Environment and Labour

DECISION #
4095

BODY ISSUING DECISION
LABOUR RELATIONS BOARD

SECTION of the TRADE UNION ACT
23

UNION 1
Nova Scotia Government Employees Union
Nova Scotia Government Employees Union
255 John Savage Ave.
Dartmouth, Nova Scotia
B3B 0J3

EMPLOYER 1
Atlantic Provinces Special Education Authority
Atlantic Provinces Special Education Authority
5940 South Street
Halifax, Nova Scotia
B3H 156

APPLICATION DATE
December 3, 1992

ORDER DATE
April 27, 1993

SUBJECT of the TRADE UNION ACT APPLICATION having been made to the Labour Relations Board (Nova Scotia) on December 3, 1992, for Certification of the Applicant as bargaining agent pursuant to the Trade Union Act;

CIRCUMSTANCES AND the Board having conducted a vote on December 9, 1993, in accordance with Section 25(l) of the Trade Union Act;

AND the Application having not been contested by the Respondent;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23(1) of the Trade Union Act and Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

THEREFORE the Labour Relations Board (Nova Scotia) does hereby certify the Nova Scotia Government Employees Union, Dartmouth, Nova Scotia as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees not already covered by a collective agreement of the Respondent employed at the Resource Centre for the Visually Impaired, 5940 South Street, Halifax, Nova Scotia excluding the Director, Secretary to the Director, Confidential Secretary, Accountant, Resource Services Coordinator, Transcription Department Supervisor, Head Nurse, Maintenance Department Head Supervisor, Residence Supervisors, Consultant Psychologist, Lifeguard, Grant-paid employees, casual employees and

Those employees excluded by paragraph A subsection 2 of section 2 of the Trade Union Act.

APPENDIX

Please contact the Labour Relations Board at (902) 424-6730.

DECREE DATE

TWENTY SEVENTH DAY OF APRIL, 1993

CITY IN WHICH BOARD/PANEL OCCURS

Halifax

NAME for SIGNATURE BLOCK

K.H. Horne

TITLE for SIGNATURE BLOCK

Chief Executive Officer

DECISION #

4147

BODY ISSUING DECISION
LABOUR RELATIONS BOARD

SECTION of the TRADE UNION ACT

19

UNION 1

Nova Scotia Government Employees Union
Nova Scotia Government Employees Union

EMPLOYER I

Atlantic Provinces Special Education Authority - Resource Centre for the Visually Impaired
Atlantic Provinces Special Education Authority - Resource Centre for the Visually Impaired

APPLICATION DATE

June 30, 1993

ORDER DATE

January 18, 1994

APPENDIX

Please contact the Labour Relations Board at (902) 424-6730.

CITY IN WHICH BOARD / PANEL OCCURS

Halifax

NAME for SIGNATURE BLOCK

K.H. Horne

TITLE for SIGNATURE BLOCK

Chief Executive Officer

DATE of CLARITY / WITHDRAWAL LETTER

January 18, 1994

RECIPIENT of CLARITY / WITHDRAWAL LETTER

Mr. Malcolm Boyle

ADDRESS OF CLARITY / WITHDRAWAL LETTER RECIPIENT

McInnes Cooper & Roberston
1601 Lower Water Street
Halifax, Nova Scotia
B3J 2V1

CLARITY / WITHDRAWAL STATEMENT

I wish to advise you that the Labour Relations Board (Nova Scotia) has granted the request of the Applicant to withdraw the Application on filed with the Labour Relations Board (Nova Scotia) on June 30, 1993 pursuant to Section 19 to the Trade Union Act, in connection with the above noted case.

COPY DECISION TO ...(Names & Addresses)

Mr. Gordon Forsyth
Pink Breen Larkin
1583 Hollis Street
Halifax, Nova Scotia
B3J 2M4

DELIVERY MEANS OF CLARITY / WITHDRAWAL LETTER

Purolator Courier

DECISION #
4537

BODY ISSUING DECISION
LABOUR RELATIONS BOARD

SECTION of the TRADE UNION ACT
28

UNION 1
Nova Scotia Government & Employees Union
Nova Scotia Government Employees Union
255 Savage Ave.
Dartmouth, Nova Scotia B3B 0J3

EMPLOYER I
Atlantic Provinces Special Education Authority

Atlantic Province Special Education Authority
5940 South Street
Halifax, Nova Scotia
B3H 1S6

APPLICATION DATE
June 26, 1997
ORDER DATE
October 3, 1997

SUBJECT of the TRADE UNION ACT APPLICATION having been filed to the Labour Relations Board (Nova Scotia) on June 26, 1997 by Nova Scotia Government Employees Union, pursuant to Section 28 of the Trade Union Act, R.S.N.S., 1989 c. 475, to amend L.R.B. No. 4095 dated April 27, 1993, to include certain employees employed by the employer at locations other than 5940 South Street Halifax, Nova Scotia;

AND the Application having been contested by the Respondent, but no hearing held;

AND the Board having conducted a vote on September 24, 1997;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

THEREFORE the Labour Relations Board (Nova Scotia) does hereby amend L.R.B. 4095 dated April 27, 1993 to include the Nova Scotia Non-Teaching Off-Campus Staff employed by the Atlantic Provinces Special Education Authority, 5940 South Street, Halifax, Nova Scotia, but excluding those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act. This order becomes effective upon the expiration of the subsistent collective agreement.

APPENDIX

Please contact the Labour Relations Board at (902) 424-6730.

DECREE DATE

THIRD (3rd) DAY OF OCTOBER, 1997

CITY IN WHICH BOARD/PANEL OCCURS

Halifax

NAME for SIGNATURE BLOCK

Gary D. Ross

TITLE for SIGNATURE BLOCK

Chief Executive Officer

DATE of CLARITY / WITHDRAWAL LETTER

October 10, 1997

RECIPIENT of CLARITY / WITHDRAWAL LETTER

Ms. Margaret Horne

ADDRESS OF CLARITY / WITHDRAWAL LETTER RECIPIENT

N.S.G.E.U.

255 John Savage Ave
Dartmouth NS B3B 0J3

CLARITY / WITHDRAWAL STATEMENT

For purposes of clarity the Board wishes to note the agreement of the parties to include in the bargaining unit the following persons:

Barton, Mary Herring, Nova Seibert, Kristopher
Birch, Lowell Hunter, Jackie Van Den Broek, Ans
Blois, Laurie Keddy, Kim White, Arlene
Boudreau, Tina Kenney-Piers, Margaret Williams, Audra
Boyle, Julie Kidston, Sandra Yeo, Helena
Butler, Cindy LaPierre, Joan
Doucet, Nicole Lushman, Yvonne
Ewing, Mary Jane MacKenzie, Beth
Filmore, Joan McGean, Stephanie
Foran, Jeanne Perrier, Michael
Gillis, Allison Redden, Diane
Haas, Andrea Rose, Faith

COPY DECISION TO ...(Names & Addresses)

Ms. Noella Martin
McInnes Cooper & Robertson
1601 Summit Place
Lower Water Street
Halifax, Nova Scotia
B3J 2X6

INITIALS CLARITY / WITHDRAWAL LETTER DRAFTER/TYPIST

SCHEDULE "C" BI-WEEKLY AND HOURLY PAY RATES

These wage grids reflect the wage grids from the Nova Scotia Civil Service Master Agreement. The Master Agreement expired on March 31, 2024.

BIWEEKLY AND APPROXIMATE ANNUAL SALARY RATES – EFFECTIVE 1 APRIL 2021

(Approximate Annual Salary = Bi-Weekly Salary *26 Pay Periods)

Clerical and Related Classification (CL)

Receptionist (CL9)

	I	II	III	IV	V
Apr. 1/2021	\$1,320.83	\$1,347.88	\$1,374.75	\$1,401.79	\$1,428.71
	\$34,341.58	\$35,044.88	\$35,743.50	\$36,446.54	\$37,146.46
Apr. 1/2022	\$1,340.64	\$1,368.10	\$1,395.37	\$1,422.82	\$1,450.14
	\$34,856.64	\$35,570.60	\$36,279.62	\$36,993.32	\$37,703.64
Apr. 1/2023	\$1,380.86	\$1,409.14	\$1,437.23	\$1,465.50	\$1,493.64
	\$35,902.36	\$36,637.64	\$37,367.98	\$38,103.00	\$38,834.64
Mar. 31/2024	\$1,387.76	\$1,416.19	\$1,444.42	\$1,472.83	\$1,501.11
	\$36,081.76	\$36,820.94	\$37,554.92	\$38,293.58	\$39,028.86

Accounting Clerk and Purchasing Clerk (CL18)

	I	II	III	IV	V
Apr. 1/2021	\$1,602.78	\$1,650.37	\$1,698.04	\$1,745.63	\$1,793.29
	\$41,672.28	\$42,909.62	\$44,149.04	\$45,386.38	\$46,625.54
Apr. 1/2022	\$1,626.82	\$1,675.13	\$1,723.51	\$1,771.81	\$1,820.19
	\$42,297.32	\$43,553.38	\$44,811.26	\$46,067.06	\$47,324.94
Apr. 1/2023	\$1,675.62	\$1,725.38	\$1,775.22	\$1,824.96	\$1,874.80
	\$43,566.12	\$44,859.88	\$46,155.72	\$47,448.96	\$48,744.80
Mar. 31/2024	\$1,684.00	\$1,734.01	\$1,784.10	\$1,834.08	\$1,884.17
	\$43,784.00	\$45,084.26	\$46,386.60	\$47,686.08	\$48,988.42

Health Services Classification (HSB)

**Hearing Systems Technologist
(HSB 11)**

	I	II	III	IV
Apr. 1/2021	\$1,853.10	\$1,897.32	\$1,941.51	\$1,987.22
	\$48,180.60	\$49,330.32	\$50,479.26	\$51,667.72
Apr. 1/2022	\$1,880.90	\$1,925.78	\$1,970.63	\$2,017.03
	\$48,903.40	\$50,070.28	\$51,236.38	\$52,442.78
Apr. 1/2023	\$1,937.33	\$1,983.55	\$2,029.75	\$2,077.54
	\$50,370.58	\$51,572.30	\$52,773.50	\$54,016.04
Mar. 31/2024	\$1,947.02	\$1,993.47	\$2,039.90	\$2,087.93
	\$50,622.52	\$51,830.22	\$53,037.40	\$54,286.18

Maintenance and Operational (MOS)

**Facilities Support Assistant
(MOS 1)**

	I	II
Apr. 1/2021	\$1,387.97	\$1,415.96
	\$36,087.22	\$36,814.96
Apr. 1/2022	\$1,408.79	\$1,437.20
	\$36,628.54	\$37,367.20
Apr. 1/2023	\$1,451.05	\$1,480.32
	\$37,727.30	\$38,488.32
Mar. 31/2024	\$1,458.31	\$1,487.72
	\$37,916.06	\$38,680.72

**Shipping Clerk
(MOS 3)**

	I	II
Apr. 1/2021	\$1,443.82	\$1,471.73
	\$37,539.32	\$38,264.98
Apr. 1/2022	\$1,465.48	\$1,493.81
	\$38,102.48	\$38,839.06
Apr. 1/2023	\$1,509.44	\$1,538.62
	\$39,245.44	\$40,004.12
Mar. 31/2024	\$1,516.99	\$1,546.31
	\$39,441.74	\$40,204.06

**Maintenance Worker
(MOS 7)**

	I	II
Apr. 1/2021	\$1,565.93	\$1,605.40
	\$40,714.18	\$41,740.40
Apr. 1/2022	\$1,589.42	\$1,629.48
	\$41,324.92	\$42,366.48
Apr. 1/2023	\$1,637.10	\$1,678.36
	\$42,564.60	\$43,637.36
Mar. 31/2024	\$1,645.29	\$1,686.75

Professional Classification (PR)

**IT Service Desk Support Technician
(PR 7)**

	I	II	III	IV	V	VI
Apr. 1/2021	\$1,908.26	\$1,984.42	\$2,068.93	\$2,153.60	\$2,246.61	\$2,339.67
	\$49,614.76	\$51,594.92	\$53,792.18	\$55,993.60	\$58,411.86	\$60,831.42
Apr. 1/2022	\$1,936.88	\$2,014.19	\$2,099.96	\$2,185.90	\$2,280.31	\$2,374.77
	\$50,358.88	\$52,368.94	\$54,598.96	\$56,833.40	\$59,288.06	\$61,744.02
Apr. 1/2023	\$1,994.99	\$2,074.62	\$2,162.96	\$2,251.48	\$2,348.72	\$2,446.01
	\$51,869.74	\$53,940.12	\$56,236.96	\$58,538.48	\$61,066.72	\$63,596.26
Mar. 31/2024	\$2,004.96	\$2,084.99	\$2,173.77	\$2,262.74	\$2,360.46	\$2,458.24
	\$52,128.96	\$54,209.74	\$56,518.02	\$58,831.24	\$61,371.96	\$63,914.24

**Learning Development Coordinator
(PR 8)**

	I	II	III	IV	V	VI
Apr. 1/2021	\$1,984.42	\$2,068.93	\$2,153.60	\$2,246.61	\$2,339.67	\$2,432.81
	\$51,594.92	\$53,792.18	\$55,993.60	\$58,411.86	\$60,831.42	\$63,253.06
Apr. 1/2022	\$2,014.19	\$2,099.96	\$2,185.90	\$2,280.31	\$2,374.77	\$2,469.30
	\$52,368.94	\$54,598.96	\$56,833.40	\$59,288.06	\$61,744.02	\$64,201.80
Apr. 1/2023	\$2,074.62	\$2,162.96	\$2,251.48	\$2,348.72	\$2,446.01	\$2,543.38
	\$53,940.12	\$56,236.96	\$58,538.48	\$61,066.72	\$63,596.26	\$66,127.88
Mar. 31/2024	\$2,084.99	\$2,173.77	\$2,262.74	\$2,360.46	\$2,458.24	\$2,556.10
	\$54,209.74	\$56,518.02	\$58,831.24	\$61,371.96	\$63,914.24	\$66,458.60

Education Support Specialist - ASL, ASL English Staff Interpreter, Staff Interpreting Coordinator and Web Application Developer (PR 10)

	I	II	III	IV	V	VI
Apr. 1/2021	\$2,153.60	\$2,246.61	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28
	\$55,993.60	\$58,411.86	\$60,831.42	\$63,253.06	\$65,672.10	\$68,309.28
Apr. 1/2022	\$2,185.90	\$2,280.31	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69
	\$56,833.40	\$59,288.06	\$61,744.02	\$64,201.80	\$66,657.24	\$69,333.94
Apr. 1/2023	\$2,251.48	\$2,348.72	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69
	\$58,538.48	\$61,066.72	\$63,596.26	\$66,127.88	\$68,656.90	\$71,413.94
Mar. 31/2024	\$2,262.74	\$2,360.46	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42
	\$58,831.24	\$61,371.96	\$63,914.24	\$66,458.60	\$69,000.10	\$71,770.92

ASL Translation Lead, IT Support Specialist, IT Accessibility Support Specialist (PR11)

	I	II	III	IV	V	VI
Apr. 1/2021	\$2,246.61	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83
	\$58,411.86	\$60,831.42	\$63,253.06	\$65,672.10	\$68,309.28	\$70,949.58
Apr. 1/2022	\$2,280.31	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76
	\$59,288.06	\$61,744.02	\$64,201.80	\$66,657.24	\$69,333.94	\$72,013.76
Apr. 1/2023	\$2,348.72	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85
	\$61,066.72	\$63,596.26	\$66,127.88	\$68,656.90	\$71,413.94	\$74,174.10
Mar. 31/2024	\$2,360.46	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11
	\$61,371.96	\$63,914.24	\$66,458.60	\$69,000.10	\$71,770.92	\$74,544.86

Lead Software Architect (PR12)

	I	II	III	IV	V	VI
Apr. 1/2021	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83	\$2,838.81
	\$60,831.42	\$63,253.06	\$65,672.10	\$68,309.28	\$70,949.58	\$73,809.06
Apr. 1/2022	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76	\$2,881.39
	\$61,744.02	\$64,201.80	\$66,657.24	\$69,333.94	\$72,013.76	\$74,916.14
Apr. 1/2023	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85	\$2,967.83
	\$63,596.26	\$66,127.88	\$68,656.90	\$71,413.94	\$74,174.10	\$77,163.58
Mar. 31/2024	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11	\$2,982.67
	\$63,914.24	\$66,458.60	\$69,000.10	\$71,770.92	\$74,544.86	\$77,549.42

**Education Support Specialist - O&M
(PR 13)**

	I	II	III	IV	V	VI
Apr. 1/2021	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83	\$2,838.81	\$2,957.29
	\$63,253.06	\$65,672.10	\$68,309.28	\$70,949.58	\$73,809.06	\$76,889.54
Apr. 1/2022	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76	\$2,881.39	\$3,001.65
	\$64,201.80	\$66,657.24	\$69,333.94	\$72,013.76	\$74,916.14	\$78,042.90
Apr. 1/2023	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85	\$2,967.83	\$3,091.70
	\$66,127.88	\$68,656.90	\$71,413.94	\$74,174.10	\$77,163.58	\$80,384.20
Mar. 31/2024	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11	\$2,982.67	\$3,107.16
	\$66,458.60	\$69,000.10	\$71,770.92	\$74,544.86	\$77,549.42	\$80,786.16

**Supervisor of Orientation and Mobility
(PR 15)**

	I	II	III	IV	V	VI
Apr. 1/2021	\$2,627.28	\$2,728.83	\$2,838.81	\$2,957.29	\$3,075.70	\$3,202.60
	\$68,309.28	\$70,949.58	\$73,809.06	\$76,889.54	\$79,968.20	\$83,267.60
Apr. 1/2022	\$2,666.69	\$2,769.76	\$2,881.39	\$3,001.65	\$3,121.84	\$3,250.64
	\$69,333.94	\$72,013.76	\$74,916.14	\$78,042.90	\$81,167.84	\$84,516.64
Apr. 1/2023	\$2,746.69	\$2,852.85	\$2,967.83	\$3,091.70	\$3,215.50	\$3,348.16
	\$71,413.94	\$74,174.10	\$77,163.58	\$80,384.20	\$83,603.00	\$87,052.16
Mar. 31/2024	\$2,760.42	\$2,867.11	\$2,982.67	\$3,107.16	\$3,231.58	\$3,364.90
	\$71,770.92	\$74,544.86	\$77,549.42	\$80,786.16	\$84,021.08	\$87,487.40

**Educational Audiologist
(PR 17)**

	I	II	III	IV	V
Apr. 1/2021	\$2,957.29	\$3,075.70	\$3,202.60	\$3,337.92	\$3,473.31
	\$76,889.54	\$79,968.20	\$83,267.60	\$86,785.92	\$90,306.06
Apr. 1/2022	\$3,001.65	\$3,121.84	\$3,250.64	\$3,387.99	\$3,525.41
	\$78,042.90	\$81,167.84	\$84,516.64	\$88,087.74	\$91,660.66
Apr. 1/2023	\$3,091.70	\$3,215.50	\$3,348.16	\$3,489.63	\$3,631.17
	\$80,384.20	\$83,603.00	\$87,052.16	\$90,730.38	\$94,410.42
Mar. 31/2024	\$3,107.16	\$3,231.58	\$3,364.90	\$3,507.08	\$3,649.33
	\$80,786.16	\$84,021.08	\$87,487.40	\$91,184.08	\$94,882.58

Technical Classification (TE)

**Night Aide
(TE 13)**

	I	II	III	IV	IV
Apr. 1/2021	\$1,491.10	\$1,545.66	\$1,597.54	\$1,651.89	\$1,706.17
	\$38,768.60	\$40,187.16	\$41,536.04	\$42,949.14	\$44,360.42
Apr. 1/2022	\$1,513.47	\$1,568.84	\$1,621.50	\$1,676.67	\$1,731.76
	\$39,350.22	\$40,789.84	\$42,159.00	\$43,593.42	\$45,025.76
Apr. 1/2023	\$1,558.87	\$1,615.91	\$1,670.15	\$1,726.97	\$1,783.71
	\$40,530.62	\$42,013.66	\$43,423.90	\$44,901.22	\$46,376.46
Mar. 31/2024	\$1,566.66	\$1,623.99	\$1,678.50	\$1,735.60	\$1,792.63
	\$40,733.16	\$42,223.74	\$43,641.00	\$45,125.60	\$46,608.38

**Junior Alternate Format Technician
(TE 14)**

	I	II	III	IV	IV
Apr. 1/2021	\$1,545.66	\$1,597.54	\$1,651.89	\$1,706.17	\$1,774.35
	\$40,187.16	\$41,536.04	\$42,949.14	\$44,360.42	\$46,133.10
Apr. 1/2022	\$1,568.84	\$1,621.50	\$1,676.67	\$1,731.76	\$1,800.97
	\$40,789.84	\$42,159.00	\$43,593.42	\$45,025.76	\$46,825.22
Apr. 1/2023	\$1,615.91	\$1,670.15	\$1,726.97	\$1,783.71	\$1,855.00
	\$42,013.66	\$43,423.90	\$44,901.22	\$46,376.46	\$48,230.00
Mar. 31/2024	\$1,623.99	\$1,678.50	\$1,735.60	\$1,792.63	\$1,864.28
	\$42,223.74	\$43,641.00	\$45,125.60	\$46,608.38	\$48,471.28

**Library Technician
(TE 16)**

	I	II	III	IV	IV
Apr. 1/2021	\$1,651.89	\$1,706.17	\$1,774.35	\$1,843.09	\$1,923.35
	\$42,949.14	\$44,360.42	\$46,133.10	\$47,920.34	\$50,007.10
Apr. 1/2022	\$1,676.67	\$1,731.76	\$1,800.97	\$1,870.74	\$1,952.20
	\$43,593.42	\$45,025.76	\$46,825.22	\$48,639.24	\$50,757.20
Apr. 1/2023	\$1,726.97	\$1,783.71	\$1,855.00	\$1,926.86	\$2,010.77
	\$44,901.22	\$46,376.46	\$48,230.00	\$50,098.36	\$52,280.02
Mar. 31/2024	\$1,735.60	\$1,792.63	\$1,864.28	\$1,936.49	\$2,020.82
	\$45,125.60	\$46,608.38	\$48,471.28	\$50,348.74	\$52,541.32

**Intermediate Alternate Format Technician
(TE 20)**

	I	II	III	IV	IV
Apr. 1/2021	\$1,923.35	\$2,003.51	\$2,083.72	\$2,164.03	\$2,255.69
	\$50,007.10	\$52,091.26	\$54,176.72	\$56,264.78	\$58,647.94
Apr. 1/2022	\$1,952.20	\$2,033.56	\$2,114.98	\$2,196.49	\$2,289.53
	\$50,757.20	\$52,872.56	\$54,989.48	\$57,108.74	\$59,527.78
Apr. 1/2023	\$2,010.77	\$2,094.57	\$2,178.43	\$2,262.38	\$2,358.22
	\$52,280.02	\$54,458.82	\$56,639.18	\$58,821.88	\$61,313.72
Mar. 31/2024	\$2,020.82	\$2,105.04	\$2,189.32	\$2,273.69	\$2,370.01
	\$52,541.32	\$54,731.04	\$56,922.32	\$59,115.94	\$61,620.26

**Digital Media Content Specialist, Education Support Specialist - Deaf Mentor,
Education Support Specialist – Mentor (BVI)
(TE 21)**

	I	II	III	IV	IV
Apr. 1/2021	\$2,003.51	\$2,083.72	\$2,164.03	\$2,255.69	\$2,347.30
	\$52,091.26	\$54,176.72	\$56,264.78	\$58,647.94	\$61,029.80
Apr. 1/2022	\$2,033.56	\$2,114.98	\$2,196.49	\$2,289.53	\$2,382.51
	\$52,872.56	\$54,989.48	\$57,108.74	\$59,527.78	\$61,945.26
Apr. 1/2023	\$2,094.57	\$2,178.43	\$2,262.38	\$2,358.22	\$2,453.99
	\$54,458.82	\$56,639.18	\$58,821.88	\$61,313.72	\$63,803.74
Mar. 31/2024	\$2,105.04	\$2,189.32	\$2,273.69	\$2,370.01	\$2,466.26
	\$54,731.04	\$56,922.32	\$59,115.94	\$61,620.26	\$64,122.76

**Senior Alternate Format Technician
(TE 23)**

	I	II	III	IV	IV
Apr. 1/2021	\$2,164.03	\$2,255.69	\$2,347.30	\$2,450.47	\$2,553.61
	\$56,264.78	\$58,647.94	\$61,029.80	\$63,712.22	\$66,393.86
Apr. 1/2022	\$2,196.49	\$2,289.53	\$2,382.51	\$2,487.23	\$2,591.91
	\$57,108.74	\$59,527.78	\$61,945.26	\$64,667.98	\$67,389.66
Apr. 1/2023	\$2,262.38	\$2,358.22	\$2,453.99	\$2,561.85	\$2,669.67
	\$58,821.88	\$61,313.72	\$63,803.74	\$66,608.10	\$69,411.42
Mar. 31/2024	\$2,273.69	\$2,370.01	\$2,466.26	\$2,574.66	\$2,683.02
	\$59,115.94	\$61,620.26	\$64,122.76	\$66,941.16	\$69,758.52

HOURLY RATES – EFFECTIVE 1 APRIL 2021

Professional Classification (PR)
(Master Agreement biweekly/70)

**ASL-English Staff Interpreter
(PR 10)**

	I	II	III	IV	V	VI
Apr. 1/2021	\$30.77	\$32.09	\$33.42	\$34.75	\$36.08	\$37.53
Apr. 1/2022	\$31.23	\$32.58	\$33.93	\$35.28	\$36.62	\$38.10
Apr. 1/2023	\$32.16	\$33.55	\$34.94	\$36.33	\$37.72	\$39.24
Mar. 31/2024	\$32.32	\$33.72	\$35.12	\$36.52	\$37.91	\$39.43

Technical Classification (TE)
(Master Agreement biweekly/70)

**Educational Oral Interpreter (EOI)
(TE 18)**

	I	II	III	IV	V
Apr. 1/2021	\$25.35	\$26.33	\$27.48	\$28.62	\$29.77
Apr. 1/2022	\$25.73	\$26.72	\$27.89	\$29.05	\$30.21
Apr. 1/2023	\$26.50	\$27.53	\$28.73	\$29.92	\$31.12
Mar. 31/2024	\$26.63	\$27.66	\$28.87	\$30.07	\$31.28

**Educational Deaf Interpreter (EDI) or Educational Interpreter (EI)
(TE 21)**

	I	II	III	IV	V
Apr. 1/2021	\$28.62	\$29.76	\$30.91	\$32.22	\$33.53
Apr. 1/2022	\$29.05	\$30.21	\$31.38	\$32.71	\$34.04
Apr. 1/2023	\$29.92	\$31.12	\$32.32	\$33.69	\$35.06
Mar. 31/2024	\$30.07	\$31.28	\$32.48	\$33.86	\$35.23

**Educational Deaf Interpreter (EDI) or Educational Interpreter (EI)
(TE 23)**

	I	II	III	IV	V
Apr. 1/2021	\$30.91	\$32.22	\$33.53	\$35.00	\$36.48
Apr. 1/2022	\$31.38	\$32.71	\$34.04	\$35.53	\$37.03
Apr. 1/2023	\$32.32	\$33.69	\$35.06	\$36.60	\$38.14
Mar. 31/2024	\$32.48	\$33.86	\$35.23	\$36.78	\$38.33

**Educational Interpreter (EI)
(TE 24)**

	I	II	III	IV	V
Apr. 1/2021	\$32.22	\$33.53	\$35.01	\$36.48	\$37.95
Apr. 1/2022	\$32.71	\$34.04	\$35.53	\$37.03	\$38.52
Apr. 1/2023	\$33.69	\$35.06	\$36.60	\$38.14	\$39.68
Mar. 31/2024	\$33.86	\$35.23	\$36.78	\$38.33	\$39.88

**Educational Deaf Interpreter- Lead (EDI-Lead), Educational Interpreter – Lead (EI-Lead)
(TE 25)**

	I	II	III	IV	V
Apr. 1/2021	\$33.53	\$35.01	\$36.48	\$37.95	\$39.43
Apr. 1/2022	\$34.04	\$35.53	\$37.03	\$38.52	\$40.02
Apr. 1/2023	\$35.06	\$36.60	\$38.14	\$39.68	\$41.22
Mar. 31/2024	\$35.23	\$36.78	\$38.33	\$39.88	\$41.42

**Technical Classification (TE)
(Master Agreement biweekly/75)**

**Night Aide, Residence Counsellor
(TE 13)**

	I	II	III	IV	V
Apr. 1/2021	\$19.88	\$20.61	\$21.30	\$22.03	\$22.75
Apr. 1/2022	\$20.18	\$20.92	\$21.62	\$22.36	\$23.09
Apr. 1/2023	\$20.78	\$21.55	\$22.27	\$23.03	\$23.78
Mar. 31/2024	\$20.89	\$21.65	\$22.38	\$23.14	\$23.90

**Residence Counsellor
(TE 15)**

	I	II	III	IV	V
Apr. 1/2021	\$21.30	\$22.03	\$22.75	\$23.66	\$24.57
Apr. 1/2022	\$21.62	\$22.36	\$23.09	\$24.01	\$24.94
Apr. 1/2023	\$22.27	\$23.03	\$23.78	\$24.73	\$25.69
Mar. 31/2024	\$22.38	\$23.14	\$23.90	\$24.86	\$25.82

**Residence Counsellor
(TE 18)**

	I	II	III	IV	V
Apr. 1/2021	\$23.66	\$24.57	\$25.64	\$26.71	\$27.78
Apr. 1/2022	\$24.01	\$24.94	\$26.03	\$27.11	\$28.20
Apr. 1/2023	\$24.73	\$25.69	\$26.81	\$27.93	\$29.05
Mar. 31/2024	\$24.86	\$25.82	\$26.94	\$28.07	\$29.19

**Residence Counsellor
(TE 21)**

	I	II	III	IV	V
Apr. 1/2021	\$26.71	\$27.78	\$28.85	\$30.08	\$31.30
Apr. 1/2022	\$27.11	\$28.20	\$29.29	\$30.53	\$31.77
Apr. 1/2023	\$27.93	\$29.05	\$30.17	\$31.44	\$32.72
Mar. 31/2024	\$28.07	\$29.19	\$30.32	\$31.60	\$32.88

Note 1: These hourly wage rates apply to any Night Aide or Residence Counsellor hired after April 3, 2000.

***LETTER OF AGREEMENT #1**

Re: Leave of Absence for Full-Time Union President

BETWEEN:

**ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")**

- and -

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")**


The parties agree that the following shall apply to a bargaining unit employee who is elected **Union Executive Position under the following headings: President (NSGEU), 1st Vice-President, President and Secretary-Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour.**

1. An employee who declares their intention to offer for the **above noted position(s)** shall notify the Employer as soon as possible after declaring their intention to seek the **elected** office.
2. An employee elected **to the above noted position(s)** shall be given a leave of absence without pay for the term they are to serve up to a maximum of **three (3)** years.
3. Notwithstanding paragraph 2, a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.
4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.
5. All benefits of the employee shall continue in effect while the employee is serving as **the elected position**, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
6. Notwithstanding paragraphs 2 and 5, the gross salary of the **elected position** shall be determined by the Union and paid to the **elected position** by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
7. Upon expiration of their 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, at a salary level commensurate with the position previously held.
8. Notwithstanding paragraph 2 or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.

9. Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence. The employee will not earn vacation while on a leave of absence.
10. The Union shall reimburse to the Employer the Employer's share of contribution for Employment Insurance Premiums, Canada Pension Plan. Superannuation and group insurance premiums and any other benefits made on behalf of the employee during the period of leave of absence.
11. This Memorandum shall form part of the existing Collective Agreement between the parties.

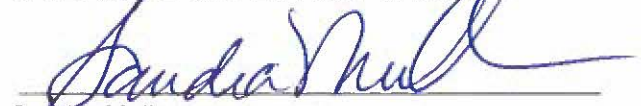
SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY

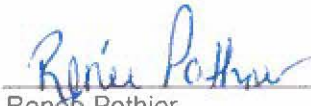


Lisa Doucet
Superintendent

NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Sandra Mullen
President



Renee Pothier
Director of Human Resources



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member

LETTER OF AGREEMENT #2

Re: Prepaid Leave Plan

BETWEEN:

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")

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.

2. Terms of Reference

- a. It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- b. 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.
- c. Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

3. Eligibility

Any permanent employee is eligible to participate in the Plan.

4. Application

- a. An employee must make written application to their Superintendent at least four (4) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted by the Superintendent. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
- b. Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

5. Leave

- a. The period of leave will be one (1) 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.

6. Payment Formula for 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 for the employee by the Employer to finance the period of leave.
- b. The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- c. The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
- d. A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- e. The maximum length of the deferral period will be six (6) years and the maximum referred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- f. The employee may arrange for any length of deferral period in accordance with the provisions set out under 6(e).

7. Benefits

- a. While the employee is enrolled to the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had 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 be enrolled in the Plan.

- d. Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- e. Superannuation 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 and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

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 employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- c. An employee who is laid off during the deferral period will be required to withdraw from the Plan.
- d. Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Director of Finance.

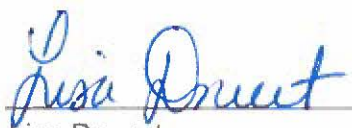
9. Written Contract

- a. All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out in this Letter of Agreement.
- b. Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY

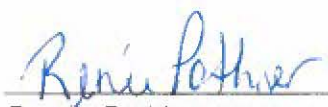
NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Lisa Doucet
Superintendent



Sandra Mullen
President



Renee Pothier
Director of Human Resources



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member

LETTER OF AGREEMENT #3

Re: Job Sharing

BETWEEN:

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")

The parties agree that the job sharing terms and conditions agreed to by the Nova Scotia Civil Service Commission and the Nova Scotia Government and General Employees Union shall be provided to APSEA non-teaching employees.

SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY



Lisa Doucet
Superintendent

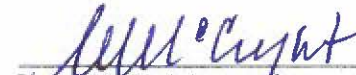
NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Sandra Mullen
President



Renee Pothier
Director of Human Resources



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Kenya L Frank Scholten
Bargaining Committee Member

LETTER OF AGREEMENT # 4

RE: OI TO EI RATE

BETWEEN:

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")

The Parties agree that qualified interpreters who are hired as EI's and meet the criteria for EI will remain on the EI Salary grid when performing as an OI.

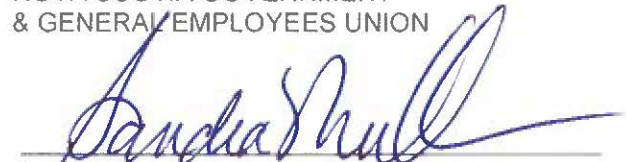
SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY



Lisa Doucet
Superintendent

NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Sandra Mullen
President



Renée Pothier
Director of Human Resources



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member

LETTER OF AGREEMENT # 5

RE: STP Interpreting Issues

BETWEEN:

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")

The parties agree that the guidelines which meet student needs and respect both student rights and interpreter interests will be jointly developed prior to implementation of the scheduling of staff during short term programs.

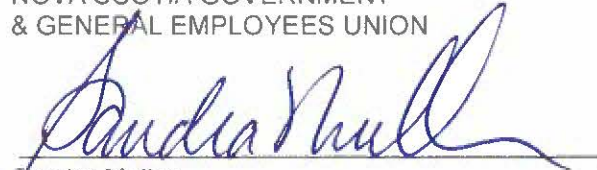
SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY



Lisa Doucet
Superintendent

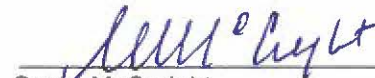
NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



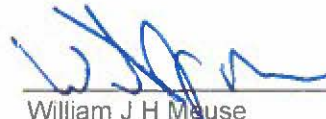
Sandra Mullen
President



Renée Pothier
Director of Human Resources



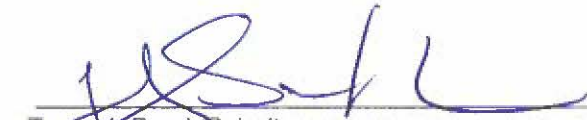
Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member

LETTER OF AGREEMENT # 6

RE: CASLI

BETWEEN:

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY
(the "Employer")

- and -

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(the "Union")

The Employer agrees to pay the yearly CASLI association membership fees for one NSGEU member as selected by NSGEU.

SIGNED in Halifax, Nova Scotia, this 28 day of August, 2024.

ATLANTIC PROVINCES SPECIAL
EDUCATION AUTHORITY



Lisa Doucet
Superintendent

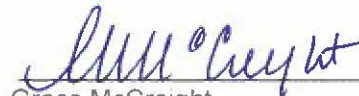
NOVA SCOTIA GOVERNMENT
& GENERAL EMPLOYEES UNION



Sandra Mullen
President



Renée Pothier
Director of Human Resources



Grace McCreight
Lead Negotiator



William J H Meuse
Bargaining Committee Member



Kzane L Burdick
Bargaining Committee Member



Tanya L Frank Scholten
Bargaining Committee Member