

**NSGEU Local 73 - AVRCE
Ratification Document
Sept 21, 2022**

**RECOMMENDING
“REJECTION”**

NSGEU

Nova Scotia Government and General Employees Union
255 John Savage Avenue
Dartmouth, NS B3B 0J3
902-424-4063 or 1-877-556-7438
nsgeu.ca

**Employer Final Offer
As presented on Sept 21st, 2022**

Collective Agreement

between

**Nova Scotia Government & General Employees
Union, Local 73**

(Hereinafter referred to as the “Union”)

and

**The Annapolis Valley Regional Centre for
Education**

(Hereinafter referred to as the “Employer”)

3 –Year Agreement

Effective July 1st, 2021 – Expires March 31st, 2024

Summary of Employer’s latest offer (Sept 21st, 2022)

1. 3-Year Term, April 1, 2021 – March 31, 2024. Economic Adjustments:

April 1, 2021 - 1.5%
April 1, 2022 - 1.5%
April 1, 2023 – 3.0%
March 31, 2024 - 0.5%

2. **For Educational Assistants 1 (EA1s) only, a Wage Rate adjustment of 1% effective on April 1st, 2023.**

3. Vacation Pay increase as of the signing of the collective agreement:

25+ years of service 10%

4. For classifications included in Table 6, 7 and 8 of the current collective agreement, classifications that remain under \$20.00 per hour after the first two (2) years of economic adjustments (1.5%, 1.5%) will receive an additional \$1.00 per hour immediately before but on the same day as the Year three (3) economic adjustment of 3.0%.

The following are detail changes to be applied to the L73 AVRCE Collective Agreement

ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.1 For the purpose of this Agreement:

- (a) "Agreement" means this Collective Agreement signed between the Annapolis Valley ~~Regional School Board~~ Centre for Education and the Nova Scotia Government and General Employees Union;
- (b) "Board" means the Annapolis Valley ~~Regional School Board~~ Centre for Education ("~~AVRSB~~" "AVRCE");
- (h) "Employer" means the Annapolis Valley ~~Regional School Board~~ Centre for Education ("~~AVRSB~~" "AVRCE"); or its designated management;

ARTICLE 3 – DURATION

3.1 (a) This Agreement shall in effect for a term beginning from April 1, ~~2015~~ 2021 to March 31, ~~2021~~ 2024. After March 31, 2021, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

(b) The terms of this Agreement shall become effective from the date of signing except that wages (Article 37 and Appendix "A") shall be effective as provided in Appendix "A".

ARTICLE 12 - RESPECTFUL WORKPLACE

12.1 The Annapolis Valley Regional ~~School Board~~ Centre for Education is committed to a healthy, safe and supportive workplace and is committed to providing a work environment that values diversity and where all persons are treated with respect and dignity. It is the right of all employees to work in an environment free from harassment, sexual harassment, and discrimination.

12.2 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the Human Rights Act, and without restricting the provisions of that Act, there shall be no discrimination on account of age (except in accordance with a bona fide retirement plan or policy of the Employer), race, colour, religion, creed, sex, sexual orientation, gender identity and gender expression, physical disability or mental disability (except where the nature and extent of the disability reasonably precludes the performance of the particular employment or activity), an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, or political belief, affiliation or activity nor by reason of their membership or activity (or lack thereof) in the Union.

ARTICLE 17 - NEW EMPLOYEES

17.1 ~~Following the next regular meeting of the Human Resources Committee of the Board, the~~ The Employer shall, as soon as possible, provide any new Employee with written notice of the position, description (if any), classification and pay rate of new Employees covered by this Agreement. (The Local President and Secretary will be informed of new Employees in accordance with Article 36.15.)

17.2 Both parties agree to provide new employees with a ~~printed~~ an electronic copy of the Collective Agreement, orientation information and other relevant information as determined by the Joint Committee. Printed copies of the Collective Agreement will only be provided when requested. Only fifty (50) copies of the Collective Agreement will be printed at one time, but more will be printed if required.

17.3 The Employer shall provide all new Employees with an on-line orientation to include all essential information related to this position and the ~~Board's~~ Centres policies, procedures, routines and practices.

ARTICLE 18 – VOLUNTEERS

18.1 The Employer and the Union agree that volunteers can assist with the work of Employees.

18.2 The Employee will be consulted prior to a volunteer being allowed to assist in functions normally performed by the Employee.

18.3 The Employee will be given an opportunity to provide input on the functions expected to be performed by the volunteer. The volunteer will be given reasonable instructions necessary to perform the functions.

18.4 An Employee will not unreasonably refuse the assistance of a volunteer.

18.5 An Employee will not be held responsible for the actions of volunteers or violations by volunteers of ~~Board~~ Centres policy or the law.

~~18.6 As a stakeholder group, the Local through the Joint Committee, will be requested to provide input into the revision of the Board policy: Volunteers in Schools.~~

18.7~~6~~ The use of volunteers will not cause the layoff or loss of hours to members of the Bargaining Unit, nor will it replace, in full or in part, work as described in the approved job description for the classification.

ARTICLE 20 – SICK LEAVE

20.7 (a) Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify their immediate supervisor **and/or Employee Benefits Officer** on the afternoon of school prior to their date of return to work.

(b) If requested by the Employer, after reporting for duty after an absence of ten (10) or more days due to illness or injury, an Employee must submit a medical certificate outlining the severity and duration of the illness before being permitted to return to duty.

20.10 The Employee's sick leave balance will be provided on each statement of earnings **which is available through Employee Self-Services (ESS)**

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.2 Parental or Adoption Leave (a) An Employee who becomes a parent of one or more children through the birth or adoption of a child or children is entitled to an unpaid leave of absence of up to ~~fifty-two (52) weeks~~ **sixty-one (61) weeks** upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

(b) Where notice as required under Article 20.6 is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.

(c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:

- (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.

(d) The parental leave for an Employee who becomes a parent of one or more children through birth or adoption of a child or children, other than who has not taken a pregnancy leave: (i) shall begin on such date coinciding with or after the birth or adoption of the child as the employee determines; and (ii) shall end not later than ~~fifty-two (52)~~ **sixty-one (61)** weeks after the parental leave began and in any case, no later than ~~fifty-two (52)~~ **Sixty-one (61)** weeks after the child or children first arrive in the employee's home.

21.3 Resumption of Work

(e) The replacement employee for a ~~pregnancy~~/parental/ adoption leave will be granted the rights and privileges of a term employee, except that the specific termination date may vary because of the resumption of work of the incumbent employee in accordance with Articles 21.5 **4** (a) and (b).

ARTICLE 23 – LEAVES

23.2 Special Leave with/without Pay

(a) The Local President will be notified of the names of all Employees who are granted a leave of absence of thirty (30) days or more. The notification will include the name of the person, location of vacancy, duration of the leave, and whether the leave is with or without pay.

(b) Request for leave without pay for a school year shall be submitted in writing to the Coordinator of Human Resources by April 15th.

~~(b)~~**(c)** Leave without pay may be granted to a permanent employee who leaves the employ of the ~~Board~~ **Centre** to work for another employer, for a maximum of one (1) year, or the length of the probationary period in a permanent position with the new employer, whichever is less.

~~(e)~~**(d)** The Employer may grant a leave of absence with or without pay and benefits to any Employee requesting such leave. Such request, if possible shall be in writing and made at least twenty (20) days in advance of the requested leave, stating the length of the leave and reasons for such request. Such leaves of absence shall not be unreasonably denied. The initial leave may be extended by mutual agreement between the Employee and the Employer.

(e) An employee returning from leave as per 23.2(b) shall notify the Coordinator of Human Resources no later than April 15th.

~~(d)~~**(f)** The Employer agrees to continue to cost-share benefits for Employees who request a leave of absence with or without pay for the duration of three (3) months. Notwithstanding Article 21.5(d)**23.5**, an Employee on an approved unpaid leave of absence of more than three (3) months to a maximum of twelve (12) months, may make application for the continuation of benefits during the leave period directly to the Group Insurance/Health Plan provider, and if approved, will be responsible for the payment of both the Employee and the Employer share of the group insurance premium if the Employee wishes to maintain coverage

ARTICLE 24 - LEAVE FOR UNION BUSINESS

24.9 Leave of Absence for the Full-Time President of the Union

~~A leave of absence for the full-time President of the Union shall be granted to a person seeking to become President of the Union in accordance with the following:~~

~~(a) An Employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.~~

~~(b) An Employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term the employee is to serve up to a maximum of three (3) years.~~

~~(c) Notwithstanding Article 24.9(a), a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.~~

~~(d) For the purpose of Article 24.9(b) and (c), the leave of absence shall commence on June 1 and end on May 31.~~

~~(e) All benefits of the Employee shall continue in effect while the employee is serving as President, and for purposes, the Employee shall be deemed to be in the employ of the Employer.~~

~~(f) Notwithstanding Article 24.9(b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of gross salary shall be reimbursed to the Employer by the Union.~~

~~(g) Upon expiration of her 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.~~

~~(h) Notwithstanding Article 24.9(b) 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.~~

~~(i) 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. 36~~

~~(j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums and any other benefits made on behalf of the Employee during the period of leave of absence.~~

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

- a. An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.
- b. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- c. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- d. Upon expiration of their 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.
- e. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence. For further clarification, the employee shall not earn vacation quota while on the leave of absence.
- f. Subject to operational requirements, a leave of absence for a second and subsequent term may be granted in accordance with the above. Such leave shall not be unreasonably denied.
- g. It is understood that any subsequent term in office, the employer may fill the employee's position with another permanent employee. The employer and union further agree to place the employee in the same position or a comparable position that is at the salary level commensurate with the position previously held, unless it's mutually agreed between both parties that the employee(s) return to a particular position. The Employer and the union further agree to consult on the placement on the employee prior to their return.

ARTICLE 26 – SENIORITY

26.1 Upon successful completion of the probationary period, an Employee will accumulate seniority as of the date of hire into a permanent or term position. Seniority is defined as an Employee's continuous employment with the Employer in the Bargaining Unit, including continuous service in a permanent or term position in accordance with Article 27, and predecessor Employers by classification. For Term Employees, seniority commences from the date of hire and ends on the last day of the term placement. In the case of a seniority tie in a layoff, recall or job posting situation, the following procedures will be used to break the tie(s):

(a) for two or more persons hired on the same day, seniority will be ranked according to hours of work on that day in descending order;

(b) if there is a tie in the number of hours, then the tie will be broken by using the lowest digit in the ~~tens~~ **ones** place of the employee number and then proceed to the hundreds place and so on until the tie is broken.

26.2 Seniority will be lost and the Employee deemed to have resigned their position when:

(a) the Employee is discharged for just cause and not reinstated;

(b) the Employee resigns and does not withdraw her resignation within three (3) days;

(c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to the employee by registered mail, but, if within the seven (7) day period, the Employee notifies the Employer of the intention to accept such vacancy, the Employee shall then be allowed two (2) weeks, if employed elsewhere, from the date of such notice of acceptance to report for duty as set forth above; 40

(d) the Employee is laid off for more than twenty-four (24) consecutive months;

(e) the Employee is not able to return to their position after two (2) years from the final payment of salary and wages and is not receiving Workers Compensation and is still not able to return to work; or the Employer is advised by the long term disability insurance provider, prior to the end of the two (2) year period, that the Employee may be cleared to return to work, then this deadline may be extended up to ~~ninety (90)~~ **one hundred and twenty (120)** days **provided there is supporting medical documentation and an approved return to work plan.**

(f) the Employee retires.

26.7 An up-to-date seniority list by classification calculated as of ~~April 1st~~ **March 31st** will be provided to the President and Secretary of the Local and posted in each work location **and emailed to employees listed on the seniority list** in May of each year indicating the following:

(a) Seniority number;

(b) Employee's name;

(c) Date of hire as an Employee;

(d) Employee's classification; and

(e) Seniority (total accumulated time).

The Local and any Employee shall have thirty (30) days to challenge the accuracy of this list.

ARTICLE 28 - CLASSIFICATIONS

28.1 There shall be seventeen ~~(17)~~ **twenty-one (21)** classifications of Employees covered by this Agreement:

- (a) **Assistive Technology Support Worker (ATS): An Employee with two years of post-secondary training in Disability Supports and Services or acceptable equivalent, and other bona fide requirements of the position.**
- (b) **Child & Youth Care Practitioner (CYCP): An employee who has obtained either a Child & Youth Care Practitioner Diploma or acceptable equivalent as well as CPR and First Aid training, and other bona fide requirements of the position.**
- (c) Early Childhood Educator ~~2~~ **1** (ECE ~~2~~ **1**): An Employee with a diploma in Early Childhood Education, as well as CPR and First Aid training, and other bona fide requirements of the position.
- (d) Early Childhood Educator ~~3~~ **2** (ECE ~~3~~ **2**): An Employee upon hiring does not possess the qualifications of an ECE ~~1~~ ~~or ECE 2~~, but has some post secondary education; CPR, and First Aid training:
 - (i) and who is enrolled or **on a waiting list** ~~will commit~~ to obtain the qualifications of an ECE ~~1~~ **ECE 1** within a time period agreed upon with the Employer; and
 - (ii) thereafter continues to make satisfactory progress towards the attainment of the qualifications listed in (c) above.
 - (iii) **An ECE 2 who does not continue to make satisfactory progress to obtain the qualifications of an ECE 1 will be reclassified to an ECE 3.**
- (e) **Early Childhood Educator 3 (ECE 3): An employee who is hired into a position without the qualifications of an ECE 1 as per Article 28.1(c) and who has not committed to obtain said qualifications as per Article 28.1(d). An ECE 3 is not entitled to an increase in hours. A position occupied by an ECE 3 will be deemed to be a Term Position and the Employee will be laid off at the end of the Term Position without right to recall and will be limited to the hours of original hire.**
- (f) Educational Assistant 1 (EA 1): An Employee who has obtained either a Human Services diploma or equivalent post-secondary training and experience in a related human services discipline, as well as CPR and First Aid training, and other bona fide requirements of the position, or
 - (i) Employees classified as EA 1, prior to the signing of this Agreement.
- (g) Educational Assistant 2 (EA 2): An Employee who upon hiring does not possess the qualifications of an EA 1, but has Grade 12 or equivalent, CPR and First Aid training:
 - (i) and who is enrolled or ~~will commit~~ **on a waiting list** to obtain the qualifications of an EA 1 within a time period agreed upon with the Employer; and
 - (ii) thereafter continues to make satisfactory progress towards the attainment of the qualifications listed in (f) above.
 - (iii) **An EA 2 who does not continue to make satisfactory progress to obtain the**

qualifications of an EA 1 will be reclassified to an EA 3.

- (h) Educational Assistant 3 (EA 3): An employee who is hired into a position without the qualifications of an EA 1 as per Article 28.1(f) and who has not committed to obtain said qualifications as per Article 28.1(g). **An EA 3 is not entitled to an increase in hours.** A position occupied by an EA 3 will be deemed to be a Term Position and the Employee will be laid off at the end of the Term Position without right to recall.
- (i) **Experiential Student School Outreach Worker (ESOW):** An Employee with two years of post-secondary training in human services or related field, experience in a related human services discipline, knowledge of child development, knowledge and ability to assist the student/family with access to services and resources in the community, **ability to actively participate in outdoor education,** and other bonafide requirements of the position.
- (j) **Lead Early Childhood Educator (ECE-4 (LECE):** An Employee **holding a Lead position in a pre-primary classroom** with a degree in Early Childhood Education, **or diploma in Early Childhood Education with related experience** as well as CPR and First Aid training, and other bona fide requirements of the position.
- (k) Library Technician (LT): An Employee who has obtained a Library Technician Diploma or equivalent education and training in a related field, and other bona fide requirements of the position.
- (l) Library Support Worker 2 (LSW 2): An Employee who does not presently have the qualifications of a Library Technician:
- (i) ~~prior to their first appointment after the signing of this Agreement has committed to obtain the qualifications of a Library Technician within a time period agreed upon with the Employer; and~~
- and who is enrolled or on a waiting list to obtain the qualifications of a Library Technician within a time period agreed upon with the Employer; and**
- (ii) thereafter continues to make satisfactory progress towards the attainment of the qualifications listed in **(k) above.**
- (iii) **An LSW 2 who does not continue to make satisfactory progress to obtain the qualifications of a Library Technician will be reclassified to an LWS 3.**
- (m) ~~Library Support Worker 3 (LSW 3): An Employee who holds a term position not exceeding one (1) year without the qualifications of a Library Technician who has been hired since the amalgamation of the Employer for a library position but who has not committed to obtain the qualifications of a Library Technician. LSW 3 positions will be posted as Library Technician positions each year in accordance with Article 36.~~
- Library Support Worker 3 (LSW 3): An employee who is hired into a position without the qualifications of a Library Technician as per Article 28.1(k) and who has not committed to obtain said qualifications as per Article 28.1(l). A LSW 3 is not entitled to an increase in hours. A position occupied by a LSW 3 will be deemed to be a Term Position and the Employee will be laid off at the end of the Term Position without right to recall.**
- (n) Native Student Advisor 1 (NSA 1): An Employee who has obtained a diploma or equivalent post-secondary training and experience in human services or social services, including specific training in race relations, cross cultural understanding and human rights; and mediation/conflict

resolution. The employee will also be required to have knowledge of, and be from the respective visible minority group, and other bona fide requirements of the position.

- (i) ~~An existing Employee in this classification as of the signing of this agreement shall be classified as a Native Student Advisor 1 (NSA 1) for pay purposes. Any existing Employee who does not have the qualifications of a NSA 1 shall commit to obtain the qualifications within a time period agreed upon with the Employer, Employee and the Union.~~
- (o) Native Student Advisor 2 (NSA 2): An employee who upon hiring does not possess the qualifications of a ~~Native Student Advisor 1~~ NSA 1, but has same related training at the post-secondary level:
 - (i) and who is enrolled or will commit to obtain the qualifications of a NSA 1 within a time period agreed upon with the Employer; and
 - (ii) thereafter continues to make satisfactory progress towards the qualifications listed in (n) above in order to maintain their recall rights.
- (p) **Parent Navigator (PN): An Employee with two years of post-secondary training in human services or related field, experience in a related human services discipline, knowledge and ability to assist the student/family with access to services and resources in the community, and other bonafide requirements of the position.**
- (q) **SchoolsPlus** Community Outreach Worker (**SPCOW**): An Employee with two years of post-secondary training in human services or related field, experience in a related human services discipline, knowledge of child development, knowledge and ability to assist the student/family with access to services and resources in the community, and other bonafide requirements of the position.
- (r) **Student Outreach Worker (STOW): An Employee with two years of post-secondary training in human services or related field, experience in a related human services discipline, knowledge of child development, knowledge and ability to assist the student/family with access to services and resources in the community, and other bonafide requirements of the position.**
- (s) Student Supervisor (SS): An Employee who has a minimum qualification of CPR and First Aid training (or who is willing to obtain said training) and meets other bona fide requirements of the position.
- (t) Student Support Worker 1 (SSW 1): An Employee who has obtained a diploma or equivalent post-secondary training and experience in human services or social services, including specific training in race relations, cross cultural understanding and human rights; and mediation/conflict resolution. The employee will also be required to have knowledge of, and be from the respective visible minority group, and other bona fide requirements of the position.
 - (i) ~~An existing Employee in this classification as of the signing of this agreement shall be classified as a Student Support Worker 1 (SSW 1) for pay purposes. Any existing Employee who does not have the qualifications of a SSW 1 shall commit to obtain the qualifications within a time period agreed upon with the Employer, Employee and the Union.~~
- (u) Student Support Worker 2 (SSW 2): An employee who upon hiring does not possess the qualifications of a SSW 1, but has some related training at the post-secondary level:

- (i) and who is enrolled or will commit to obtain the qualifications of a SSW 1 within a time period agreed upon with the Employer; and
 - (ii) thereafter continues to make satisfactory progress towards the qualifications listed in (t) above in order to maintain their recall rights.
- (v) ~~Literacy Support Worker: An Employee who has obtained either a Human Services diploma or equivalent post-secondary training, has experience in a related human services discipline, as well as CPR and First Aid training, and other bona fide requirements of the position. The Employee will be required to have knowledge of, and be from the respective visible minority group.~~

ARTICLE 30 – RECALL

30.2 Annual Layoff/Recall Process

(c) Employees whose seniority falls below this threshold, or Employees who have been hired into term positions during the year, pursuant to Article 36.12(b), or Employees who do not possess the required qualifications for the classification as per Article 28.1 ~~(a), (d), (g) (h) and (i)~~, will not be eligible for immediate recall to their schools or previous positions but shall have their names placed by classification on the surplus list for Surplus Recall: Round 2 and the recall list from September 1st to June 30th by seniority.

30.9 Positions will be posted on the ~~Board's~~ Centre's website during instructional and noninstructional time.

30.12 Notwithstanding any other provision of this Collective Agreement:

- (a) A Library Support Worker 2 (LSW 2), Educational Assistant 2 (EA 2), Student Support Worker 2 (SSW 2) or Native Student Advisor 2 (NSA 2) , Early Childhood Educator 2 (ECE 2) shall only have recall rights during Surplus Recall: Round 2 after the 52 placement of Library Technicians, Student Support Worker 1s, Native Student Advisor 1s and Early Childhood Educator 1s and Educational Assistant 1s and in accordance with seniority and provided the Employee has the qualifications to immediately be able to competently perform the work; and
- (b) A Library Support Worker 3 (LSW 3) ~~and~~, an Educational Assistant 3 (EA 3) and an Early Childhood Educator 3 (ECE 3) have no right of recall.

30.14 By ~~September 30th~~ **October 31st**, the Local President and Secretary and the Employee Relations Officer will be provided a revised seniority list by classification **as of September 30th** including the following information:

- (a) who is not returning;
- (b) who has resigned;
- (c) who is still on layoff;
- (d) who is hired in Term positions, stating start and finish dates;
- (e) who has reduced hours or increased hours;
- (f) who has had their assignment changed through a transfer;
- (g) who has TRHW;
- (h) who has been offered special funding positions;
- (i) who has been hired from outside into a position in the bargaining unit;
- (j) who is on prepaid leave;
- (k) current assignment (location); and
- (l) hours of work.

ARTICLE 33 - TEMPORARY REDUCED HOURS OF WORK

- 33.1 (a) Full-time and part-time employees are eligible to be considered for a Temporary Reduced Hours of Work (TRHW) arrangement, where operational requirements permit and the provision of services are not adversely affected.
- (b) An application for a TRHW shall be made in writing to the Director of Human Resources, or designate, and will include the start and end dates of the TRHW arrangement and the number of hours to be reduced **by April 15th each year.**
- (c) The Director of Human Resources, or designate, in consultation with the Principal will approve, or not, the TRHW arrangement presented in the application. 55
- (d) A TRHW arrangement may be approved for one school year at a time. ~~Upon application, a second year may be approved.~~
- (e) The Employer may cancel a TRHW arrangement due to operational requirements.
- (f) The Employee may request to cancel the TRHW arrangement in exceptional circumstances and it will be approved providing the Employer does not incur additional salary costs.
- ~~(g) At the end of the TRHW arrangement, the Employee may make application for a permanent reduction of hours of work, or the Employee will resume the hours of work and the employment status, i.e. full-time, held prior to the TRHW arrangement. Should the position no longer exist, the employee shall be placed in a comparable position in the same classification. If neither is available, the Employee shall be laid off in accordance with Article 29 of this Agreement.~~
- ~~(h) Employees participating in TRHW arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.~~
- ~~(i) An Employee's anniversary and/or service date for the purpose of earning pay increment will remain unchanged.~~
- ~~(j) Long Term Disability: During the TRHW period, Employee contributions to the LTD fund for those presently enrolled will continue to be based upon the provisions of the LTD plan.~~

- (k) Employee Benefits: During the TRHW period, Employee benefits may continue and will be based upon the provisions of the plan.
- (l) Depending upon the requested duration of the TRHW, the remaining hours may be filled from within the same classification in accordance with Article 34.3.

ARTICLE 34 - ADDITIONAL INSTRUCTIONAL SUPPORT HOURS

34.3 Effective the date of the signing of this collective agreement, notwithstanding Article 19.6, such additional or existing instructional support staff hours, ~~including hours remaining from a TRHW as per Article 33~~, will be assigned or compensated as follows:

- (a) for a duration of ninety (90) days or more in the next school year, the hours will be included as a term position in the creation of assignments at the school for the layoff-recall process;
- (b) for a duration of ninety (90) days or more during the current school year, the hours will be offered to a full-time, part-time or term Employee(s) at the school in accordance with the provisions of this Article or, where there are no qualified Employees, posted as a term position;
- (c) for a duration of less than ninety (90) days, the hours may be offered to a full-time, part-time or term Employee(s) at the school, or on the recall list and paid at the appropriate classification rate filled by a casual employee. 57
- (d) Should the Employer fail to advise the Union within ninety (90) days of the decision to remove the hours or to post the position in accordance with the Collective Agreement, the hours shall be deemed permanent to the end of the School Year and posted accordingly

ARTICLE 36 - JOB POSTING

36.12 (a) An **Early Childhood Educator, Lead Early Childhood Educator**, Educational Assistant and a Student Supervisor who applies for and accepts a Term Position in the Employee's school shall retain their former position in that school and shall be returned to their former position in that school upon completion of the term assignment.

(b) An **Early Childhood Educator, Lead Early Childhood Educator**, Educational Assistant and a Student Supervisor who applies for and accepts a Term Position in a school other than the Employee's school shall not be returned to their former position but laid off in accordance with Article 29 at the end of the term position. (c) All other Employees who apply for and accept a Term Position will retain their former position and shall be returned to their former position upon completion of the Term assignment

36.15 ~~Following the next Human Resources Committee meeting of the Board,~~ **The** Local President and Secretary will receive official notice at the next Joint Committee meeting of all:

- (a) successfully hired candidates;
- (b) lay-offs and/or recalls;
- (c) transfers and/or exchanges and/or TRHW arrangements (including extensions and terminations); and
- (d) terminations.

ARTICLE 38 – HOURS AND CONDITIONS OF WORK

38.3 Full-Time and Part-Time Employees will be scheduled by the Employer as follows:

- (a) Library Technicians, Educational Assistants and Library Support Workers, **Student Outreach Workers, Experiential School Outreach Workers, Assistive Technology Support Workers and Early Childhood Educators working less than six (6) hours per day**– One Hundred Ninety-Five (195) days per school year;
- (b) Student Support Workers and Native Student Advisors – Two Hundred and Fifteen (215) days per school year which includes One Hundred and Ninety-Five (195) days during the school year and Ten (10) days immediately preceding and Ten (10) days immediately following the school year. Student Support Workers and Native Student Advisors may, during the recall process, choose to work two hundred and five (205) days per school year which includes one hundred and ninety-five (195) days during the school year and five (5) days immediately preceding and five (5) days immediately following the school year. 63
- (c) Student Supervisors – Up to One Hundred Ninety-Five (195) days per school year, but not less than One Hundred and Eighty-Five (185) days per school year.
- (d) **Lead Early Childhood Educators and Early Childhood Educators with the exception of 38.3(a) – Two Hundred (200) days per school year.**
- (e) **Child and Youth Care Practitioners, Parent Navigator, Schools Plus Community Outreach Worker – 12 month per year.**

38.4 **Excluding 38.3(e)**, Employees are not scheduled to work during the Christmas **Winter** and March breaks or during the summer lay-off.

ARTICLE 39 – OVERTIME

39.8 Overnight Camps and/or Trips Where Employees are required to accompany students on school sponsored overnight trips involving time outside the normal working hours. Employees shall be compensated for ~~either eight (8) hours or for all hours worked, whichever is less,~~ **up to a maximum of eight (8) hours per day at the rate of** ~~at time and one half (1.5X) times their normal rate of pay.~~ The time shall be paid on the next pay, unless the time is scheduled as time off at a mutually agreeable time. Pre-approval for payment for participation in overnight camps or trips must be obtained from the Coordinator of Human Resources.

ARTICLE 40 - HOLIDAYS

40.1 Provided the Employee is working during the period in which the Holiday falls, 65 paid holidays are:

- (a) Labour Day;
- (b) Thanksgiving Day;
- (c) Remembrance Day;
- (d) Christmas Day;
- (e) Boxing Day;
- (f) New Year's Day;
- (g) Heritage Day;
- (h) Good Friday;
- (i) Easter Monday;
- (j) Victoria Day;
- (k) Canada Day;

(l) Truth and Reconciliation Day;

~~(m)~~ **(m)** the first Monday in August; and any other day(s) proclaimed as a holiday by the Federal or Provincial governments or such other day(s) the Minister of Education and Early Childhood Development may declare a school holiday where those days fall on a normal working day.

ARTICLE 41 – VACATION PAY

41.1 Twelve (12) month employees will bank vacation time.

- (a) Vacation shall be taken at times convenient to the Employer, who shall attempt to accommodate the wishes of individual employees. In case of a conflict for available vacation periods, the employee with the greatest service shall receive first consideration.
- (b) Employee's vacation balance will appear on their biweekly pay advice.
- (c) The year, for purposes of calculating vacation entitlement and scheduling, runs from July 1st to June 30th. Vacation is earned in one year and taken in the following year.
- (d) In the first year of employment vacation time entitlements will be pro-rated at the rate of 4%, up to a maximum of (ten) 10 days, from the date of hire to June 30th.
- (e) As of July 1 in the first and subsequent years of employment, vacation will be earned at the following rate to be taken in the following year:

| | |
|-------------------------------------|---|
| 0 – 4 years of service | ten (10) working days; |
| 5 – 10 years of service | fifteen (15) working days; |
| 11 – 17 years of service | seventeen and one-half (17.5) working days; |
| 18 - 24 years of service | twenty (20) working days. |
| <u>25 + years of service</u> | <u>twenty (25) working days.</u> |

41.2 All other Employees will receive vacation pay, with each pay, calculated on the following basis and based on the Employee's gross wages during the pay period.

| | |
|------------------------------------|------------|
| 0 – 4 years of service | 4% |
| 5 – 10 years of service | 6% |
| 11 – 17 years of service | 7% |
| 18 - 24 years of service | 8% |
| <u>25+ years of service</u> | 10% |

41.3 Years of service will be based on the date of hire.

LETTER OF UNDERSTANDING #2

Between

**~~ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD,
(hereinafter referred to as the “Employer”)~~**

and the

**~~NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION,
(hereinafter referred to as the “Union”)~~**

~~Re: Committee to Review Student Support Worker and Native Student Advisor Roles and Responsibilities~~

~~The parties recognize that there are specific and unique issues facing Student Support Workers and Native Student Advisors due to the nature of their work within diverse communities and student population.~~

~~As such, the parties agree to continue with the work of the previously formed committee and endeavor to fulfill its amended mandate prior to the end of the 2018-2019 school year. A committee shall be comprised of the NSGEU Employee Relations Officer, NSGEU Local 73 President or designate, one Student Support Workers appointed by the union one Native Student Advisor appointed by the union, one Consultant of Mi'kmaq Education, Coordinator of Race Relations, Cross Cultural Understanding and Human Rights, and Coordinator of Human Resources.~~

~~The mandate of the committee is to determine areas of concern within the classifications and associated duties and jointly make recommendations regarding the Student Support Worker and Native Student Advisor Programs.~~

~~The specific objectives of the committee are:~~

- ~~1. to develop strategies to clarify the role and responsibilities of the Native student Advisor and Student Support Worker positions Board-wide.~~
- ~~2. Survey the Student Support Worker and Native Student Advisor classifications for feedback on the roles, responsibilities and areas of concern and develop a resolution process.~~
- ~~3. to develop a mechanism for debriefing/supporting employees.~~
- ~~4. provide a report back to all Student Support Workers and Native Student Advisors upon completion.~~

~~The committee will jointly determine a meeting schedule.~~

~~IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding #2 – Committee to Review Student Support Worker and Native Student Advisor Roles and Responsibilities, in Berwick, in the County of Kings, Province of Nova Scotia, this 23rd day of May, 2018.~~

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This Item will be added to the JJC as standing item.