

June 11, 2024

NSGEU Local 80
Atlantic Provinces Special Education Authority

Tentative Agreement Document

June 11, 2024

RECOMMENDING ACCEPTANCE

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

June 11, 2024

PURPOSE

The parties to this Agreement have agreed to certain terms and conditions of employment ~~because of the special circumstances involved in educating and caring for persons with special needs to ensure that they will be well and efficiently served~~ **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.

HOUSEKEEPING/TYPOS

- **Gender Neutral Language** - Replace references to “she”, “he”, etc with “the employee”, “they”, “their”, “them”, etc. as has been done in the Nova Scotia Civil Service Master Agreement. Replace brother, sister with sibling and mother, father with parent, husband, wife to spouse, son, daughter to child, etc.
- Article 4.06 Sexual Harassment (c) Replace “the APSEA Policy #203, Allegations Against APSEA Staff Members” with “Policy 4.3 Respectful Workplace Policy”
- Article 7.02 (d) referenced Article 7.02 (a) but that should read 7.02 (c)
- Article 8.02 Check-Off (d) – Change “Revenue Canada” to “Canada Revenue Agency”
- Article 11.01 (e) space missing in the third line between scheduled and EI as well as extra space before Oral Interpreter.
- Article 14.10 references Accumulated Vacation Carryover and then references Article 14.08 (Vacation Carryover) but this should be referencing 14.09(Accumulative Vacation Carryover)
- Article 15.07 references Article 14.01 (vacation) however I believe this is an error and should be referencing Article 15.01 (paid holidays)
- Article 16 Change “Human Resources Development Canada (HRDC)” to “Employment and Social Development Canada (ESDC)”
- Article 16.01 switch the order of (3) and (4) so that all benefits are grouped together, looking to add clarity.
- Article 17.04 Benefits/Layoff – review (a), not sure about the reference to Article 25 (Seniority), thinking it should be Article 26 (Layoff)
- Article 23 – EMPLOYEE BENEFITS - Remove A. Benefits to Centre-based Employees as there is no longer a B.
- Letter of Agreement #6 – Replace AVLIC with CASLI

June 11, 2024

ARTICLE 2 - RECOGNITION AND UNION REPRESENTATION

2.05 Union Representatives Access to Premises and Employees

Change Director to Human Resources throughout

ARTICLE 3 - EMPLOYER'S RIGHTS

3.02 Policies and Procedures

(b) The Employer will supply upon request from the President of the Local, a copy of existing policies ~~(including but not limited to a policy on AIDS, HIV and other such diseases)~~ and procedures and updates when necessary.

ARTICLE 6 - COMMUNICATION

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 for printing will be finalized during collective bargaining.

NEW (b) The Union and Employer shall post to their website the Collective Agreement in video form using ASL and oral English.

NEW (c) The Union and Employer shall make the Collective Agreement available in Braille upon request by an Employee.

~~(b)~~ **(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.

ARTICLE 9 – UNION REPRESENTATIVES ACTIVITIES

9.06 ~~Biennial~~ Triennial Convention, ~~Policy Conference~~

(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 ~~Biennial~~ **Triennial** Convention ~~or Policy Conference~~ 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 ~~Biennial~~ **Triennial** Convention ~~or Policy Conference~~ of the Union, at least thirty (30) days in advance of the event.

9.07 ~~Full-time President~~ 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.

ARTICLE 10- LABOUR MANAGEMENT COMMITTEE

10.01 Committee

(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 **Department of Human Resources or designate the Superintendent**, 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** ~~meet at least twice~~ 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.**

(f) Committee members shall forward agenda items to the ~~Superintendent or designate~~ **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

*****Renumbering required*****

~~(d)~~—The normal hours of work for a Teacher Assistant shall be 1365 hours per year.

~~(e)~~ **d)** The normal hours of work for an EI, 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 EI, 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. ~~Temporary~~ **additional** hours shall not exceed ~~3-5~~ 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 EI, 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.

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

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

11.04 Posting of Shift Schedules

(a) The Employer agrees to **review** ~~post~~ a shift schedules **with impacted employees at least two (2) weeks in advance.** ~~for each term at least one (1) month before the term starts except that the schedule for the September to December term shall be posted in June.~~ 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.**

11.07 Meal Breaks

NEW (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 of the missed break by the end of the week or the end of the next working day, whichever is later. When sufficient rationale has been provided, compensation shall not be unreasonably denied.

ARTICLE 13- CALLBACK

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 ~~\$14.88~~**16.21**, effective ~~October 22, 2005~~. **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 ~~\$29.74~~**32.40**, effective ~~the date of signing~~. **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**

13.08

Employees called back to work shall be ~~paid a total transportation allowance of \$8.76~~ 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 Transportation 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>

ARTICLE 14 -VACATIONS

A. ~~Vacation for Centre-based Employees (or as indicated)~~ employees in 12 month positions

14.01 Annual Vacation Entitlement

~~(a)~~ Effective ~~April 1, 2010~~ **June 8, 2022**, an employee shall be entitled to receive annual vacation leave with pay:

- (i) each year during her/his 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** eighty (1**680**) 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.

~~(b) Employees in the classifications of Orientation and Mobility Specialist shall earn vacation in accordance with this article whether they are Centre-based or in a provincial program.~~

14.02 Vacation Year

~~(a) —~~The vacation year shall be April 1 to March 31 inclusive.

~~(b) — For the purposes of earning vacation credits, the first date of employment —
— shall be the start date.~~

14.04 and 14.05 Change Director to direct supervisor throughout

14.08 Vacation Carryover

- ~~(a)~~ Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days ~~may, with the consent of the Employer,~~ **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.** ~~Requests for carryover entitlement shall be made in writing by the employee to the Director not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Director or delegated official shall respond in writing within two (2) weeks of receiving the employee's request.~~
- ~~(b)~~ An employee ~~scheduled to take vacation and~~ who is unable to **take vacation within the vacation year** ~~do so 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.**

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

14.20 Vacation Pay

~~EIs, Oral Interpreters, and Educational Deaf Interpreters in the provincial programs~~
Employees in positions that are less than 12 months shall receive vacation pay instead of vacation time, based on the following:

ARTICLE 15 – HOLIDAYS

15.01 Paid Holidays

(a)

NEW (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.

ARTICLE 16 - SPECIAL LEAVE

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 father, mother, step-parents, brother, half-brother, step brother, sister, half-sister, step sister, spouse, child of the employee, father-in-law, mother-in-law, daughter-in-law, son-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.

~~Notwithstanding, an employee's paid leave entitlement for such circumstances will not expire seven (7) calendar days commencing midnight following the death.~~

- (g) The above entitlement is subject to the proviso that proper notification is made by the employee to their ~~Director~~ **Supervisor** or delegate.

16.06 Pregnancy Leave 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 ~~thirty-five (35)~~ **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 ~~thirty-five (35)~~ **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.

16.16 Educational Leave

The Employer may provide educational leave in accordance with ~~Policy #202 Provisions~~ **the employers guidelines** Governing Educational Leave for Non-Teaching Staff. ~~Those at Policy guidelines~~ **may be amended from time to time. If the Employer intends to amend these guidelines, the proposed amendments shall be supplied added as an agenda item to the Labour Management Committee. for consideration.**

16.17 Compassionate Care Leave

~~The Superintendent may grant leave without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member in accordance with section 60E of the Labour Standards Code which, at the date of signing this Agreement, provided:~~

~~Entitlement to unpaid compassionate care leave~~

~~60E (1) In this Section,~~

~~(a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;~~

~~(b) "family member", in relation to an employee, means~~

~~(i) a spouse or common-law partner of the employee,~~

~~(ii) a child of the employee or a child of the employee's spouse or common-law partner,~~

~~(iii) a parent of the employee or a spouse or common-law partner of the parent, and~~

~~(iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;~~

~~(c) "week" means the period between midnight on Saturday and midnight on the following Saturday.~~

~~(2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from~~

~~_____ (a) the day the certificate is issued; or~~

~~(b) where the leave was begun before the certificate was issued, the day the leave was begun.~~

~~(3) The leave of absence referred to in subsection (2) may only be taken during the period~~

~~(a) that begins with~~

~~(i) the first day of the week in which the certificate is issued, or~~

~~(ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and~~

~~(b) that ends with the last day of the week in which either of the following occurs:~~

~~_____ (i) the family member dies, or~~

~~(ii) — the expiration of twenty-six weeks following the first day of the week referred to in clause (a).~~

~~(4) — A leave of absence under this Section may only be taken in periods of not less than one week's duration.~~

~~(5) — Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).~~

~~(6) — For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.~~

~~(7) — Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.~~

~~(8) — Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).~~

~~(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2nd Sess.), c. 4, s.~~

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.

June 11, 2024

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

Article 17.11 Proof of illness

- (a) An ~~Director~~ **excluded 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 ~~three (3)~~ **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 ~~Director~~ **excluded non-bargaining unit Supervisor** has reason to believe an employee is misusing sick leave privileges, the ~~Director~~ **excluded 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.**

ARTICLE 19 - DISCIPLINE AND 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 3~~ **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 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 ~~the Immediate Supervisor~~ **their Director and copy to Human Resources** within ten (10) working days of the reply from the informal discussion. The ~~Immediate Supervisor~~ **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 ~~Immediate Supervisor~~ **Director**, submit the grievance in writing to the ~~Director~~ **Superintendent, and copy to Human Resources. The Superintendent** who shall render a decision in writing within ~~five (5)~~ **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.**

Step 3

~~If the grievance has not been settled under Step 2 above, the grievor(s) or the Union may submit the matter to the Superintendent of APSEA or delegate within five (5) working days, who shall render a decision in writing within five (5) working days. 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 3 of the grievance procedure.~~

21.02 Arbitration

- (a) Where an employee or the Union has presented a grievance up to and including ~~Step 3~~ **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 Board~~ **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 3~~ **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 3~~ **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 3~~ **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 3~~ **Step 2**, the grievance may be submitted to arbitration.

June 11, 2024

ARTICLE 24 – HEALTH AND SAFETY

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. 1996, ~~c.7.~~ **2016, c. 14.**

ARTICLE 26 – LAYOFF

26.05 Notification of Vacancies *(Looking to clarify the language)*

All **bargaining unit employees** and ~~laid-off 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. ~~Laid-off employees shall have the right to apply for any vacancy in any Department.~~

ARTICLE 27 - JOB POSTING AND SELECTION

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 bulletin board~~ and **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.
- (c) ~~When a job vacancy is identified during school closures, a copy of the notice shall be sent to each bargaining unit employee, at the last home address provided to the Employer. The employee shall keep the Employer informed of the employee's current address and telephone.~~

27.04 Job Posting

Annual Staff Assignments for EIs, OIs, 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.

[NEW]

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 and shall be excluded from the aforementioned count of two (2) positions.

ARTICLE 28 - SHIFT PREMIUMS

28.01(a) Shift Premium

Effective ~~April 1, 2012~~ **June 8, 2022**, an employee shall receive a shift premium of ~~one~~ **two** dollars and ~~seventy~~**thirty**-five cents (\$~~1.75~~**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. ~~Effective March 31, 2015, one dollar and eighty five cents (\$1.85).~~

(b) Weekend Premium

Effective ~~April 1, 2012~~ **June 8, 2022**, an employee shall receive a weekend premium of ~~one~~ **two** dollars and ~~seventy~~**thirty**-five cents (\$~~1.75~~**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 36 - EMPLOYEE DEVELOPMENT

36.02 ~~In-Service Training~~ Professional Learning

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

~~36.03 Professional Development Committee~~

~~A Professional Development Committee shall be comprised of management and an equal number of employees from the bargaining unit. The Committee shall design and implement programs to be offered to bargaining unit employees.~~

June 11, 2024

ARTICLE 38 - TERM OF AGREEMENT

38.01 Duration and Renewal

The Agreement shall be in effect from ~~April 1, 2017 to March 31, 2022~~ **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.

NEW ARTICLE XX – TEMPORARY REASSIGNMENT

XX.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.

XX.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.

XX.03 Reassignment Outside Their Base Work Location

Notwithstanding Article XX.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).

XX.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.

June 11, 2024

XX.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.

NEW ARTICLE XY – MOVING EXPENSES – EMPLOYER INITIATED TRANSFERS

XY.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.**

XY.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.**

XY.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)**

XY.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.

LETTER OF UNDERSTANDING AGREEMENT #1

Re: Leave of Absence for Full-Time Union ~~President~~ Executive Positions

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 or ~~Appointed~~ **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)** of ~~President of the Union~~ shall notify the Employer as soon as possible after declaring their intention to seek the **elected** office of ~~President~~.

2. An employee elected or ~~appointed as President of the Union~~ **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 ~~two (2)~~ **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.

June 11, 2024

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 ~~President~~ **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 ~~President~~ **elected position** shall be determined by the Union and paid to the ~~President~~ **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.

June 11, 2024

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.