

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

Expiry: March 31, 2010

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS.....	5
ARTICLE 2 - RECOGNITION AND UNION REPRESENTATION.....	8
ARTICLE 3 - EMPLOYER'S RIGHTS.....	9
ARTICLE 4 - RIGHTS AND PROHIBITIONS.....	10
ARTICLE 6 - COMMUNICATION	12
ARTICLE 8 - UNION SECURITY AND CHECK OFF	16
ARTICLE 9 - UNION REPRESENTATIVES ACTIVITIES.....	17
ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE	20
ARTICLE 11 - HOURS OF WORK	21
ARTICLE 12 - OVERTIME.....	25
ARTICLE 13 - CALLBACK.....	27
ARTICLE 14 - VACATIONS.....	29
ARTICLE 15 - HOLIDAYS	34
ARTICLE 16 - SPECIAL LEAVE.....	36
ARTICLE 17 - SICK LEAVE	50
ARTICLE 18 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE...54	
ARTICLE 19 - DISCIPLINE AND DISCHARGE.....	55
ARTICLE 20 - RESIGNATION AND RE-EMPLOYMENT	56
ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE.....	56
ARTICLE 22 - RETIREMENT ALLOWANCE.....	59
ARTICLE 23 - EMPLOYEE BENEFITS	60

ARTICLE 24 - HEALTH AND SAFETY	60
ARTICLE 25 - SENIORITY	61
ARTICLE 26 - LAYOFF	62
ARTICLE 27 - JOB POSTING AND SELECTION	65
ARTICLE 28 - SHIFT PREMIUMS.....	67
ARTICLE 29 - TRAVEL REGULATIONS.....	67
ARTICLE 30 - PAY	68
ARTICLE 31 - PROTECTIVE CLOTHING	70
ARTICLE 32 - COMPENSATION FOR INJURY ON DUTY.....	70
ARTICLE 33 - REOPENER	71
ARTICLE 34 - CONTRACTING OUT.....	72
ARTICLE 35 - TECHNOLOGICAL CHANGE	72
ARTICLE 36 - EMPLOYEE DEVELOPMENT.....	73
ARTICLE 37 - ORGANIZATIONAL CHANGE	74
ARTICLE 38 - TERM OF AGREEMENT.....	74
SCHEDULE "A" - EXCLUSIONS FROM THE BARGAINING UNIT	76
SCHEDULE "B" - CERTIFICATION ORDER AND AMENDMENT	77
SCHEDULE "C" - LONG TERM DISABILITY PLAN.....	83
SCHEDULE "D" BI-WEEKLY AND HOURLY PAY RATES	99
LETTER OF UNDERSTANDING #1	108
Re: Leave of Absence for Full-Time Union President.....	108
LETTER OF AGREEMENT #2	110

Re: Prepaid Leave Plan.....	110
LETTER OF AGREEMENT #3	114
Re: Job Sharing.....	114
LETTER OF AGREEMENT # 4	115
RE: OI TO EI RATE	115
LETTER OF AGREEMENT # 5	116
RE: STP Interpreting Issues	116
LETTER OF AGREEMENT # 6	117
RE: AVLIC	117

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. 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) "Banked Sick Days" means sick days accumulated prior to the implementation of the STD- LTD plan.
- (3) "Casual employee" - An employee who is employed on a non-regular, casual basis. This Agreement does not apply to casual employees.
- (4) "Day" means a calendar day, unless otherwise specified in this Agreement.
- (5) "Director" means the person or persons appointed by the Employer to be in charge of programs and related educational services.
- (6) "Employee" - a person who is employed in the bargaining unit and includes:
 - (i) "Permanent employee" - An employee who has successfully completed her 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 her probationary period.

(7) 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.

(8) "Employer" means the Atlantic Provinces Special Education Authority, referred to as "APSEA".

- (9) "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.
- (10) "Leave of Absence" means leave which is authorized by the Employer.
- (11) "Lock-out and Strike" - the terms "lockout" and "strike" shall be defined in accordance with the definition set out in the Trade Union Act.
- (12) "Overtime" - is time worked in excess of scheduled hours and authorized in advance by a Director or designate as per Article 12 (Overtime).
- (13) "Probationary period" - for all employees shall be **a period not to exceed twelve (12)** calendar months of employment, but shall exclude July and August if the employee is not working then.
- (14) "Province" - means the province of Nova Scotia.
- (15) "Qualifications" means the technical qualifications and conformance to the job specifications".
- (16) "Superintendent" means the person appointed by the APSEA Board pursuant to the Agreement who shall be responsible to the Board for all APSEA programs and services.
- (17) "Trial Period" - A period of forty (40) working days in which the Employer and the employee can decide if the incumbent in a position is acceptable. If not acceptable, the employee shall return to her former position and shall earn the salary and benefits that correspond to that position. A trial period may be extended by agreement between the Employer and the Union.
- (18) "Volunteer" - Any individual who offers a service to APSEA for which no remuneration is expected nor given.
- (19) "Work placement student" - Employees who work at APSEA as part of their training from an institution offering a degree or diploma. These students are not part of the bargaining unit.

- (20) "Working Day" means a working day exclusive of Saturday, Sunday and holidays for calculating days for grievance purposes.

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 the Director's 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 the Director 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 (including but not limited to a policy on AIDS, HIV and other such diseases) 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.

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 #203, Allegations Against APSEA Staff Members.
 - (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 his/her 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 him/her. 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 share the cost of printing the Collective Agreement. Arrangements for printing will be finalized during collective bargaining.
- (b) The 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 her position description does not accurately reflect changes which have affected her position significantly and has carried out the new responsibilities for a minimum period of 6 months, she may request that the Director of Finance and Administration arrange for a review of that position description. The Director 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.
- (c) 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 her 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 she shall serve a trial period of forty (40) working days from the date she 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 him to his previous position or a comparable position and to his 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, he can return to his former position and to his 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 his 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 her former position, the probationary period shall be waived. If an employee is rehired to a position other than her previous position, she 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 her 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 Revenue Canada 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 Notification of New Hiring Changes

The Employer shall advise the Union of the name, classification, status and date of employment of any new employee; of the layoff, recall, termination, or change in classification or status of any employees; of illness, injury or leave of absence in excess of thirty (30) consecutive calendar days of any employee.

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 her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her 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 Biennial 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 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 Convention or Policy Conference of the Union, at least thirty (30) days in advance of the event.

9.07 Full-time President

Leave of absence for the full-time President of the Union 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 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 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.
- (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 Superintendent 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, Teacher Assistant, Facilitator, Educational 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 a Teacher Assistant shall be 1365 hours per year.
- (e) The normal hours of work for a Facilitator, EI or Oral Interpreter shall be 1212 hours per year.
- (f) Employees in any classification except Residence Counsellors and Night Aide shall be paid an hourly rate of:

Civil Service Rate

1820

- (g) All full-time employees shall receive their annual salary in twenty-six (26) equal bi-weekly payments.
- (h) All part-time employees shall be paid bi-weekly for all hours worked in the preceding pay period.
- (i) Facilitators, Els and Oral Interpreters and Teacher Assistants in the provincial programs shall be paid in 22 equal pays over approximately ten (10) months.
- (j) 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.
- (k) When developing the schedule, the Employer will consider the maximum number of scheduled work days including staff meetings, scheduled holidays, in-service 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 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 post a shift schedule 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.
- (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.

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 **Supervision by Teacher Assistants**

Teacher Assistants may be required to supervise students at lunch breaks and before or after school while students are awaiting transportation. Such time will be considered as time worked.

11.10 **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.

11.11 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.

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 Teacher Assistants

- (a) Hours worked in excess of regular scheduled hours and authorized by a Director constitute overtime and are not used in calculating the 1365 hours.
- (b) If an employee has regularly scheduled hours of more than 1365 in a year, these hours constitute overtime.

12.03 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.

12.04 Overtime Compensation

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

12.05 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.

12.04 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.

12.07 Overtime Pay

Overtime shall be calculated in fifteen minute intervals.

12.08 Overtime Meal Allowance

- (a) An employee, who is required to work a minimum of three (3) hours overtime following his/her scheduled hours of work, and where it is not practical for him/her to enjoy his/her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he/she may take a meal break either at or adjacent to his/her place of work. Under such conditions, he/she shall be reimbursed his/her 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.

12.09 Overtime on Days of Rest

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

12.10 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 his/her 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.

12.11 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow his 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 pager phone number 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 \$14.88, effective October 22, 2005.

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, effective the date of signing.

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.

Callback

13.07 Callback Compensation

An employee who has left the Centre after completing his 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.

13.08 Transportation Allowance

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

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 Centre-based Employees (or as indicated)

14.01 Annual Vacation Entitlement

- (a) Effective April 1, **2007**, an employee shall be entitled to receive annual vacation leave with pay:
- (i) each year during her/his first seventy-two (72) months of service at the rate of one and one quarter (1 1/4) days for each month of service;
 - (ii) each year after seventy-two (72) 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 ninety-two (192) 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) Existing employees as of the date of signing of this Collective Agreement in the HSA, HSB, or HSN classification shall be entitled to receive annual vacation leave with pay:
 - (i) each year during his/her first forty-eight (48) months of service at the rate of one and one quarter ($1 \frac{1}{4}$) days for each month of service; and
 - (ii) each year after his/her first forty-eight (48) month of service at the rate of one and two-thirds ($1 \frac{2}{3}$) days for each month of service; and
 - (iii) as in 14.01 (a) (iii) and (a) (iv).
- (c) Employees in the classifications of Transition Planning Facilitator, Co-op Education Program Trainer or Orientation and Mobility Consultant 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.

14.03 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 ($\frac{1}{2}$) 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 the Director in writing of his/her 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 Director 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

- (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, be carried over to the following vacation year. 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 do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

14.09 Accumulative Vacation Carryover

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.

14.10 Use of Accumulated Vacation Carryover

The vacation leave approved pursuant to Article 14.08 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 he/she is entitled.

14.13 Vacation Records

An employee is entitled to be informed, upon request in writing, of the balance of his/her 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 he/she incurred:

- (i) in proceeding to the place of duty; and
- (ii) in returning to the place from which he/she was called back if the employee immediately resumes vacation leave upon completing the assignment for which he/she is 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 Provincial Programs

14.20 Vacation Pay

Facilitators, Els, Oral Interpreters and Teacher Assistants in the provincial programs shall receive vacation pay instead of vacation time, based on the following:

During an employee's first 72 months of service	5.76 % of gross salary
After 72 months	7.69 % of gross salary
After 192 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 | (vi) Labour Day |
| (ii) Good Friday | (vii) Thanksgiving Day |
| (iii) Easter Monday | (viii) Remembrance Day |
| (iv) Victoria Day | (ix) Christmas Day |
| (v) Canada Day | (x) Boxing Day |
- (xi) 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.
- (xii) one-half (1/2) day beginning 12:00 noon on Christmas Eve Day.
- (xiii) 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 Eligibility for Paid Holiday

To qualify for a paid holiday, an employee must have worked her last scheduled shift before the holiday and her first scheduled shift after the holiday and have worked for at least fifteen (15) days during thirty (30) calendar days immediately preceding the holiday. To qualify for a paid holiday for Remembrance Day the employee must be regularly scheduled to work on that day. For purposes of this article, an employee who is on an unpaid leave of absence for Union business (for which the Union reimburses any expenses for the leave to the Employer) a paid leave of absence, a lieu day or sick leave will be deemed to be time worked the qualifying days.

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 14.01, will receive compensation equal to three (3) times his regular rate as follows:

- (i) compensation at double (2) times his 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

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.

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 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 prior to the expiration of seven (7) calendar days commencing midnight following the death.

- (b) Full time employees shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's brother-in-law or sister-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.
- (c) The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Superintendent or delegated official.

- (d) 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 his/her vacation or sick leave credits.
- (e) An employee may defer one day of his/her bereavement leave for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The employee shall notify his immediate supervisor of his/her intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.**

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 his 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 she 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 she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her 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 employees 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 employees 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 she 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 her leave, and her 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 her 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 she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) 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 two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employees 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 her 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 she is required to remit to Human Resources and Social Development Canada, where her annual income exceeds one and one-half (1 ½) 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 thirty-five (35) 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 employees newborn child or children arrive in the employees 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) 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 employees 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 he/she 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 his/her leave, and his/her 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 employees 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 employees home; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employees 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 employees 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

- 1) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has 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 of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his 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 her/his 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 she/he is required to remit to Human Resources and Social Development Canada where her/his annual income exceeds one and one-half (1 ½) 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 employees 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 his 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 he is normally off duty.

16.11 Leave for Family Illness

- (a) In this article family member means spouse, son, daughter, parent, brother, sister, 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 needs the assistance of the employee, the employee may be granted, after notifying his/her 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 he/she considers 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.**

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) The parties agree that in the event of storm or hazardous conditions, employees shall be expected to make every reasonable effort to report to work.
- (b) Where an employee is late because of a storm or hazardous conditions and is present for at least one-half (1/2) of the shift, the employee shall suffer no loss of pay for that shift.
- (c) Should an employee be absent for his regular scheduled shift because of a storm or hazardous conditions, time may be made up:
 - (i) at a time approved by the Director or his designate; or
 - (ii) by the application of vacation credits, accumulated overtime or holiday time.

Time not made up shall be deemed leave without pay. Employees will notify the Employer of their intention to leave prior to the end of the shift.

- (d) If the Employer sends the employees home, no time is to be made up and no salary will be lost.
- (e) Once the commitment has been made by the employee to take a vacation day or make up the time the Employer cannot deduct salary for the lost hours.
- (f) An employee who is unable to come in to work must notify the Employer prior to the start of their shift unless circumstances prevent them from so doing.

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 Policy #202 Provisions Governing Educational Leave for Non-Teaching Staff. That Policy may be amended from time to time.

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.

ARTICLE 17 - SICK LEAVE

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

17.01 Sick Leave Entitlement

- (a) An employee who is unable to perform his/her 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 his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she 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 Disability Benefits

- (a) Employees who have accumulated banked sick days prior to this S.T.D. plan's implementation shall be given the opportunity to use their banked sick days until they expire before using the days referred to below in 17.02(b).
- (b) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence 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) days of absence;
 - (ii) 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.

(c) 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 disability leave and within fifteen (15) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 17.02(a).

(b) An employee who returns to work after a period of short-term disability leave and after working fifteen (15) 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 sick leave period and entitled to the full benefits of Article 17.02.

(c) An employee who returns to work after a period of short-term disability leave and within fifteen (15) 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).

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, he/she 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 he/she shall be covered by the provisions of Article 25.
- (b) During the period an employee is on layoff, he/she 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, he/she 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 (see Schedule C) and updated on April 30, 1992 by letter dated May 11, 1992, Schedule C, and as may be changed from time to time.

C. **Provisions Applicable to All Employees (or as indicated)**

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 he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.

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 Director 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) days for which sick leave is claimed by an employee. 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 has reason to believe an employee is misusing sick leave privileges, the Director 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.

17.12 Examination by Medical Practitioner of APSEA's Choice

The Employer may require an employee to be examined by a medical practitioner of the Employer's choice at the Employer's cost and on the Employer's time. A copy of the certificate provided to the Employer will be given to the Employee.

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 3 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 his employment, he 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.

20.02 Absence Without Permission

- (a) An employee who is absent from his 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 the Immediate Supervisor within ten (10) working days of the reply from the informal discussion. The Immediate Supervisor 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, submit the grievance in writing to the Director who shall render a decision in writing within five (5) working days of receipt of the grievance.

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 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 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 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, 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 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, 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 - RETIREMENT ALLOWANCE

22.01 Retirement Allowance

- (a) An employee who is retired because of age, or mental or physical incapacity and is in receipt of a pension under the Civil Service Superannuation Fund shall be granted a Retirement Allowance equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) weeks. The allowance will include a prorated payment for a partial year of service.
- (b) The amount of Retirement Allowance provided under Article 22.01(a) shall be calculated by the formula:

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

22.02 Death Prior to Retirement

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

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

22.03 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

A. Benefits to Centre-based Employees

23.01 Pension

The Employer shall continue to provide to employees a pension plan for all eligible employees as per section 9(4) of the *Handicapped Persons Education 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. 1996, c.7.

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 her seniority reinstated if she is 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.
- (b) For purposes of this collective agreement, the following classifications shall apply:
- Residence Counsellor
 - Orientation & Mobility Instructor
 - Teacher Assistant
 - Clerical
 - Transcription
 - Maintenance
 - Night Aide
 - Domestic
 - Library Technician
 - Hearing Technician
 - Facilitator
 - Educational Interpreter
 - Oral Interpreter
 - Transition Planning Facilitator
 - Co-op Education Program Trainer
 - Physiotherapist
 - Janitor
 - Computer Technologist
 - Nurse
- (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 he/she shall receive:
 - (i) thirty (30) calendar days notice in writing to the employee if his period of employment is less than five (5) years;
 - (ii) forty (40) calendar days notice in writing to the employee if his 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 his period of employment is ten (10) years or more.
- (b) Where less notice in writing is given than provided in Article 26.02(a), the employee shall continue to receive his pay for the number of calendar days for which he was required to be in receipt of such notice.
- (c) Notices pursuant to this section shall include the effective date of layoff and the reasons for it.
- (d) 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 his/her 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 employees and laid off employees will be given an opportunity to compete for vacancies or newly created positions before the position is advertised outside the bargaining unit. Laid off employees shall have the right to apply for any vacancy in any Department.

26.06 Severance Pay on Layoff

- (a) Severance pay shall be granted as follows:
 - (i) one-half (1/2) months pay if he/she has been employed for three (3) years but less than ten (10) years;
 - (ii) one (1) months pay if he/she has been employed for ten (10) years but less than fifteen (15) years;
 - (iii) two (2) months pay if he/she has been employed for fifteen (15) years but less than twenty (20) years;
 - (iv) three (3) months pay if he/she has been employed for twenty (20) years but less than twenty-five (25) years;
 - (v) four (4) months pay if he/she has been employed for twenty-five (25) years but less than thirty (30) years; or,

(vi) five (5) months pay if he/she has been employed for thirty (30) or more years;

(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 bulletin board and the APSEA website for a period of ten (10) days. 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) 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.
- (d) An existing employee who successfully competes for a temporary position in the bargaining unit will be entitled to return to her former position upon expiry of the temporary position.
- (e) 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 her former position without loss of seniority or the Employer can return her to her former position without loss of seniority. The Union will not grieve any transfers necessary to facilitate the employee's resumption of her former position. Nothing in this collective agreement prevents an employee from applying for vacancies while serving a trial period. An employee who returns to her former position will have accumulated seniority while in the newly created or similar position.
- (f) 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 Els, Ols, LASWs and Facillitators

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.

ARTICLE 28 - SHIFT PREMIUMS

28.01 (a) Shift Premium

Effective August 14, 2007, an employee shall receive a shift premium of one dollar and fifty cents (\$1.50) 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 August 14, 2007, an employee shall receive a weekend premium of one dollar (\$1.00) 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.

(c) No Pyramiding

An employee shall not be entitled to claim both the shift premium and weekend premium for the same hours worked.

ARTICLE 29 - TRAVEL REGULATIONS

29.01 Mileage Allowance

An employee authorized to use a privately owned automobile on the Employer's business shall be paid a mileage allowance in accordance with the following rates:

April 1, 2008	
0 - 16,000 kms	40.51 cents/km
16,000.1 - 27,000 kms	35.74 cents/km
over 27,000 kms	27.40 cents/km

April 1, 2009	
0 - 16,000 kms	40.92 cents/km
16,000.1 - 27,000 kms	36.11 cents/km
over 27,000 kms	27.68 cents/km

April 1, 2010	
0 - 16,000 kms	38.13 cents/km
16,000.1 - 24,000 kms	33.64 cents/km
over 27,000 kms	25.79 cents/km

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.

ARTICLE 30 - PAY

30.01 Classifications and Rates of Pay

The classifications and rates of pay contained in Schedule "D" 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 he is 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.

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, he/she 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 his/her 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) 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.
- (b) If an employee believes that the position is improperly classified, the employee will discuss the classification with the Director and the Immediate Supervisor.
- (c) If the employee still believes the position is improperly classified the employee may initiate a formal appeal in writing to the Superintendent of

APSEA who shall respond within fifteen (15) days of receipt of such appeal.

- (d) The parties will approach the Civil Service Classification Appeal Tribunal to attempt to have disputes under this article resolved through that Tribunal.

ARTICLE 31 - PROTECTIVE CLOTHING

31.01 Safety Equipment

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

31.02 Protective Clothing (MOS)

The Employer agrees to provide one (1) pair o 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 domestic 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 his duties to his 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, she can retroactively claim those days as sick days and so be paid for them, provided that she has accumulated sick days.

- (d) After the two day waiting period, if an employee has not yet received workers' compensation benefits, she will receive 85% of her salary as sick leave. If she subsequently receives workers' compensation benefits for that period of time, she will reimburse APSEA. If an employee is ultimately denied workers' compensation benefits, she can retroactively claim those days as sick days and so be paid 100% of her salary for them, provided that she had accumulated sick days.
- (e) If an employee who has suffered an on the job injury and is unable to work has her 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 her 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 his/her 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 "D" 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 his/her 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 In-Service Training

Both parties recognize the value of planned in-service training opportunities. All staff shall be scheduled to participate in designated in-service training days.

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.

ARTICLE 37 - ORGANIZATIONAL CHANGE

37.01 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 38 - TERM OF AGREEMENT

38.01 Duration and Renewal

The Agreement shall be in effect from the date of signing to **March 31, 2010** 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.

38.02

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 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Bert Tulk
Superintendent

Joan Jessome
President

Heather Conrad
Director, Finance and Administration

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
Bargaining Committee Member

SCHEDULE "A" - EXCLUSIONS FROM THE BARGAINING UNIT

Superintendent
Secretary to Superintendent
Director
Secretary to the Director
Payroll/Personnel Administrator
Head Nurse
Maintenance Supervisor
Residence Supervisor
Psychologist
Life Guard
Casual Employee
Temporary Employee
Substitute Employee
Transcription Department Supervisor
Grant-paid employees
Co-op Student
Secretary 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
100 Eileen Stubbs Ave.
Halifax, Nova Scotia
B3B 1Y6

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

100 Eileen Stubbs Ave.

Dartmouth, Nova Scotia

EMPLOYER I

Atlantic Provinces Special Education Authority

Atlantic Province Special Education Authority

5940 South Street

Halifax, Nova Scotia

B3H IS6

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.

100 Eileen Stubbs Ave.

Dartmouth, Nova Scotia

B3B 1Y6

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" – LONG TERM DISABILITY PLAN



PLAN DOCUMENT
EFFECTIVE MAY 01, 2002

INDEX

SECTION	PAGE
APPLICATION.....	2
EFFECTIVE DATE OF COVERAGE.....	2
FUNDING OF THE PLAN.....	3
ADJUDICATION RIGHT OF REVIEW	3
ELIGIBILITY FOR BENEFITS.....	4
AMOUNT OF COVERAGE	6
TERMINATION OF EMPLOYEE COVERAGE	9
AMENDMENTS	10
TERMINATION OF THE PLAN	10
PLACEMENT/SEVERANCE	11

In this Plan,

- (a) "administrator" means the Plan Administrator appointed by the Trustees to administer the Plan;
- (b) "amount of coverage" means an employee's bi-weekly benefit expressed as a percentage of normal salary;
- (c) "disability"/"disabled" means the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 80% of the current rate of the position, class and step he/she held prior to disability;
- (ca) "disability"/"disabled" means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 24 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 75% of the current rate of the position, class and step he/she held prior to disability;
- (d) "elimination period" means 100 consecutive work days of short-term illness leave or 100 days of short-term illness due to the same or related causes, as defined in Article 22 of the applicable collective agreement;
- (e) "normal salary" means an employee's regular bi-weekly salary including any educational premium or unit premium received by the employee;

- (f) "Plan" means the Nova Scotia Public Service Long Term Disability Plan;
- (g) "pre-disability salary" means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;
- (h) "regular duties" means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
- (i) "rehabilitation employment program" means a mandatory program, as contained in guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment as determined by the Trustees;
- (j) "service" has the same meaning as defined in the applicable collective agreement;
- (k) "Trustee" means a member of the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan.

2. In this Plan,

- (1) words importing male persons include female persons and corporations;
- (2) words in the singular include the plural, and words in the plural include the singular.

Application

3. This Plan applies to,

- (1) employees as defined in Section 2(f) of the Civil Service Collective Bargaining Act and all other Nova Scotia Government Employees Union members who are insured under the Plan;
- (2) groups or persons as outlined in Schedule "A" of the Trust Agreement;
- (3) any other group or person as may be determined by the Board of Trustees and enumerated in Schedule "B" of the Trust Agreement.

Effective Date of Coverage

4. (1) Participation in the Plan shall be a condition of employment.
- (2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.

Funding of the Plan

5. (1) The Plan will be funded from:
 - (a) the monies in the Premium Stabilization Fund on the signing date of the agreement;
 - (b) any future premium reductions from the Unemployment Insurance Commission and refunds from Group Life Insurance Premiums in respect of employees participating in the Plan;
 - (c) income accruing to the Fund;
 - (d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 1.77% of the employee's normal salary, to a maximum normal bi-weekly salary of \$4,615.39;
 - (e) contributions in respect of persons entering the Plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan.
- (2) (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;
- (b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under the Plan.

Adjudication Right of Review

6. (1) When the Administrator has ruled that an employee is not eligible for benefits hereunder, the employee can appeal the decision through the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan, who will be responsible to schedule a medical appeal hearing in accordance with Section 6(3).
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review.
- (3) A Medical Appeal System has been established with the following provisions:
 - (a) Such appeal system will be on medical grounds only;
 - (b) The cost of appeals shall be borne by the appellant, however, if the appeal is successful, the costs will be paid by the Fund;
 - (c) Any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Plan Administrator.

Eligibility for Benefits

7. (1) Subject to subsection (6), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period;
- (2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Sections 8(8) and 8(8A) during any one period of disability (and benefits shall cease at the cessation of the disability as determined by the administrator);
- (3) If the administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program, he/she shall receive benefits as provided in Section 8(5);
- (4) An employee may be required by the Trustees to be assessed in accordance with guidelines made pursuant to this Plan, and may be required by the Trustees to participate in a Rehabilitation

Employment Program in accordance with guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits.

- (5) The Trustees shall have the absolute right to determine if an employee is capable of participating in an approved Rehabilitation Employment Program;
- (6) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless:
 - (a) the later disability is for causes unrelated to the prior disability, or;
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for 30 consecutive work days or more before the related disability recurred.
- (6A) For greater certainty, where, pursuant to subsection 7(6), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted.
- (7) No benefits shall be payable under the Plan because of:
 - (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self-inflicted disability, or attempted self-destruction;
 - (d) disability due to alcoholism or drug addiction, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and is under the continuous care of a licensed physician;
 - (e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;

- (f) where the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator;
- (g) pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;
- (h) disability which occurred at work and is deemed to be a fully compensable injury by the Workers' Compensation Board;
- (i) disability due to illness or injury which occurred after the employee was placed on layoff status;
- (j) an employee shall not be entitled to long term disability benefits from this Plan if his/her disability resulted from illness or injury which respect to which medical treatment, services or supplies were received in the 90 days period prior to the date of hire unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned illness or injury;
- (k) an employee shall not be entitled to long term disability benefits from this Plan if he/she refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if he/she refuses to participate in a Rehabilitation Employment Program approved by the Trustees, unless the Trustees determine otherwise.

Amount of Coverage

- 8. (1) (a) The bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her pre-disability salary to a maximum benefit of \$2,000.00 bi-weekly;
- (aa) For employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's pre-disability salary to a maximum benefit of \$3,000.00 bi-weekly;
- (b) Where an employee, on the signing date of this agreement,

has accumulated sick leave days available to him/her under the sick leave plan in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she will receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 70% under Section 8(1)(a) or at 65% under Section 8(1)(aa), as the case may be. For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.

- (2) For employees, who are in receipt of benefits:
 - (a) contributions to the Public Service Superannuation Plan which would otherwise be made by an employee, shall be made by the employee based on the current rate of pay for the position, class and step he/she held prior to disability, with matching contributions being made by the employer;
 - (b) any contributions required to be made to the Canada Pension Plan in respect of the employee, including both employee and employer contributions, shall be made by the Fund.
- (3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long term disability benefits. The premiums for the consolidated health care plan shall be paid by the Employer;
- (4) Employees who are participating in a scheduled on-going series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave. In order to be deemed as on-going treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.
- (5) Employees, while on long term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class, and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the Employer;

- (6) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay;
- (7) Increases to benefits under this Plan to reflect cost of living increases shall be determined as follows:
 - (a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;
 - (b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;
 - (c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;
 - (d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-month period ending October 31st, based on the figures as published by Statistics Canada for that period.

(8) The benefits shall cease at the earliest of:

- (a) the last day of the month in which the employee attains 65 years of age;
- (b) returning to work
- (c) death of the employee;
- (d) the date the employee is no longer qualified as disabled as it is defined in this Plan;

- (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act.
- (8A) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:
- (a) the last day of the month during which the employee attains the age of 60 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan.
- (9) Despite subsection (6), in the case of employees
- (a) covered by the Interim Memorandum of Agreement between the Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and
 - (b) who are not members of NSGEU but who are, by agreement by the sponsors, in the same situation as those referred to in (a); and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:
 - (i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and

- (ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits.

9. The benefit to which an employee is entitled under this section shall be reduced by:

- (1) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan at the date of disability;
- (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the Employer;
- (3) the amount of income received from rehabilitative employment in accordance with subsection 5 of Section 8;
- (4) the amount of Workers' Compensation payments, except permanent partial disability awards;
- (5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan;
- (6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than 65 percent compensable by the Workers' Compensation Board;
- (7) the amount of income received by an employee from self-employment as set out in guidelines made pursuant to this Plan;
- (8) the amount of earnings recovered through a legally enforceable cause of action against some other person or corporation.

Termination of an Employee's Coverage

10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:

- (1) one hundred days prior to the last day of the month during which the employee attains the age of 60 years;

- (2) the date the employee occupies a position that is not eligible for coverage in accordance with Section 3;
 - (3) the date of the employee's termination of service;
 - (4) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan.
11. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions.

Amendments

12. (1) This Plan may be amended from time to time by the Parties, after consultation with the Trustees;
- (2) The Plan Administrator shall consistently apply the Plan in accordance with the guidelines made pursuant to the Plan;
- (3) The Trustees shall make guidelines for the purpose of administration of the Plan respecting:
- (1) rehabilitation employment programs,
 - (2) medical assessments,
 - (3) self-employment;
 - (4) determination of eligibility, including the definition of "complete inability",

and may make guidelines respecting such other matters as are necessary, in the opinion of the Trustees, to administer the Plan.

Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees.

Termination of the Plan

13. In the event that the Plan is terminated, all contributions or benefits shall cease and the Fund will be disposed of in the following manner:
- (a) All employees who are on short-term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Section 7 will

have their benefits, at the level in force at the time of Plan termination, purchased from an insurance company under a single premium non-participating closed group long term disability contract, if such a contract is then available from an insurance company;

- (b) If the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employee bears to the total cost of the full benefits for all such employees;
- (c) If a single premium non-participating closed group Long Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Section 7, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
- (d) If the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Section 7 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;
- (e) Any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the Plan except that the recovery of a disabled employee receiving benefit under Section 7 shall terminate his/her entitlement to such benefit;
- (f) Any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government Employees Union.

14. In the event that the Plan is terminated, then the benefits in existence under the sick leave section presently in the contract prior to the implementation of the Long Term Disability program on April 30, 1985, would be reinstated in its entirety. Banked sick leave will be credited to the employee as to the amount that is in his/her bank at the date of termination of the LTD Plan.

Placement/Severance

15. (1) An employee who is not entitled to return to his/her own position, and who has been disentitled to benefits pursuant to this Plan, and who within 15 days of receipt by registered mail of notice that he/she has been disentitled to benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, but not the displacement rights, as contained in the layoff and recall provisions of the collective agreement;
- (2) The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt to facilitate the placement of all affected employees.
- (3) Employees who have been disentitled to benefits under this Plan shall be entitled to receive severance payments in accordance with provisions of the collective agreement.

Subrogation

16. (1) Where a long-term disability benefit is payable for an injury or illness for which any third party is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee against the third party, to recover damages in respect of the injury or death, and may maintain an action in the name of such employee against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to
 - (a) payment of the costs actually incurred in respect of the action, and reimbursement to the Trustees of any disability benefits paid, and the balance, if any shall be paid to the employee whose rights were subrogated.
 - (b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein.
 - (c) an employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation.

SCHEDULE "D" BI-WEEKLY AND HOURLY PAY RATES

Clerical and Related Classification - CL

	I	II	III	IV	V
Accounting Clerk (CL13)					
April 1, 2007	1,128.82	1,150.09	1,171.44	1,199.91	1,228.72
April 1, 2008	1,161.56	1,183.45	1,205.42	1,234.70	1,264.35
April 1, 2009	1,195.24	1,217.77	1,240.37	1,270.51	1,301.02
Accounting Clerk IV (CL18)					
April 1, 2007	1,266.35	1,303.95	1,341.62	1,379.22	1,416.87
April 1, 2008	1,303.07	1,341.76	1,380.53	1,419.22	1,457.96
April 1, 2009	1,340.86	1,380.68	1,420.56	1,460.37	1,500.24
Purchasing Clerk (CL13)					
April 1, 2007	1,128.82	1,150.09	1,171.44	1,199.91	1,228.72
April 1, 2008	1,161.56	1,183.45	1,205.42	1,234.70	1,264.35
April 1, 2009	1,195.24	1,217.77	1,240.37	1,270.51	1,301.02
Receptionist (CL9)					
April 1, 2007	1,043.58	1,064.94	1,086.18	1,107.54	1,128.82
April 1, 2008	1,073.85	1,095.83	1,117.68	1,139.66	1,161.56
April 1, 2009	1,104.99	1,127.61	1,150.09	1,172.71	1,195.24
Secretary (CL14)					
April 1, 2007	1,150.09	1,171.44	1,199.91	1,228.72	1,266.35
April 1, 2008	1,183.45	1,205.42	1,234.70	1,264.35	1,303.07
April 1, 2009	1,217.77	1,240.37	1,270.51	1,301.02	1,340.86

Health Services Classification - HSB

I II III IV

Hearing Aid Technician (HSB11)

April 1, 2007	1,464.13	1,499.06	1,533.98	1,570.10
April 1, 2008	1,506.59	1,542.53	1,578.47	1,615.63
April 1, 2009	1,550.28	1,587.26	1,624.24	1,662.49

Health Services Classification, Nursing - HSN

I II III IV V VI

Nurse (HSN 26)

April 1, 2007	1,892.77	1,950.34	2,015.06	2,087.08	2,161.63	2,236.46
April 1, 2008	1,947.66	2,006.90	2,073.50	2,147.61	2,224.32	2,301.32
April 1, 2009	2,004.15	2,065.10	2,133.63	2,209.89	2,288.82	2,368.05

Maintenance and Operational Services - MOS

I II

Janitor (MOS1)

April 1, 2007	1,096.64	1,118.76
April 1, 2008	1,128.44	1,151.20
April 1, 2009	1,161.16	1,184.59

Maintenance Worker (MOS7)

April 1, 2007	1,237.24	1,268.43
April 1, 2008	1,273.12	1,305.21
April 1, 2009	1,310.04	1,343.06

**Professional Classification
- PR**

	I	II	III	IV	V	VI
Computer Technologist (PR 4)						
April 1, 2007	1,333.85	1,387.39	1,447.54	1,507.71	1,567.88	1634.66
April 1, 2008	1,372.53	1,427.62	1,489.51	1,551.44	1,613.35	1682.06
April 1, 2009	1,412.34	1,469.03	1,532.71	1,596.43	1,660.13	1730.84

Computer Technologist (PR11)						
April 1, 2007	1,775.04	1,848.57	1,922.16	1,995.67	2,075.81	2,156.04
April 1, 2008	1,826.51	1,902.18	1,977.91	2,053.55	2,136.01	2,218.57
April 1, 2009	1,879.48	1,957.34	2,035.26	2,113.10	2,197.96	2,282.91

Co-Op Education Trainer (PR7)						
April 1, 2007	1,507.71	1,567.88	1,634.66	1,701.55	1,775.04	1,848.57
April 1, 2008	1,551.44	1,613.35	1,682.06	1,750.90	1,826.51	1,902.18
April 1, 2009	1,596.43	1,660.13	1,730.84	1,801.68	1,879.48	1,957.34

O & M Instructor (PR5)						
April 1, 2007	1,387.39	1,447.54	1,507.71	1,567.88	1,634.66	1,701.55
April 1, 2008	1,427.62	1,489.51	1,551.44	1,613.35	1,682.06	1,750.90
April 1, 2009	1,469.03	1,532.71	1,596.43	1,660.13	1,730.84	1,801.68

O & M Instructor (PR7)						
April 1, 2007	1,507.71	1,567.88	1,634.66	1,701.55	1,775.04	1,848.57
April 1, 2008	1,551.44	1,613.35	1,682.06	1,750.90	1,826.51	1,902.18
April 1, 2009	1,596.43	1,660.13	1,730.84	1,801.68	1,879.48	1,957.34

**O & M Instructor
(PR10)**

April 1, 2007	1,701.55	1,775.04	1,848.57	1,922.16	1,995.67	2,075.81
April 1, 2008	1,750.90	1,826.51	1,902.18	1,977.91	2,053.55	2,136.01
April 1, 2009	1,801.68	1,879.48	1,957.34	2,035.27	2,113.10	2,197.96

**O & M Instructor
(PR12)**

April 1, 2007	1,848.57	1,922.16	1,995.67	2,075.81	2,156.04	2,242.95
April 1, 2008	1,902.18	1,977.91	2,053.55	2,136.01	2,218.57	2,308.00
April 1, 2009	1,957.34	2,035.26	2,113.10	2,197.96	2,282.91	2,374.93

**O & M Instructor
(PR13)**

April 1, 2007	1,922.16	1,995.67	2,075.81	2,156.04	2,242.95	2,336.56
April 1, 2008	1,977.91	2,053.55	2,136.01	2,218.57	2,308.00	2,404.32
April 1, 2009	2,035.27	2,113.10	2,197.96	2,282.91	2,374.93	2,474.05

**Transition Planning
Facilitator (PR10)**

April 1, 2007	1,701.55	1,775.04	1,848.57	1,922.16	1,995.67	2,075.81
April 1, 2008	1,750.90	1,826.51	1,902.18	1,977.91	2,053.55	2,136.01
April 1, 2009	1,801.68	1,879.48	1,957.34	2,035.27	2,113.10	2,197.96

Services and Related Classification - SE

I II III

Domestic (SE12)

April 1, 2007	1,041.18	1,059.95	1,078.86
April 1, 2008	1,071.38	1,090.69	1,110.14
April 1, 2009	1,102.45	1,122.32	1,142.34

**Technical Classification -
TE**

	I	II	III	IV	V
Braille Transcriber (TE10)					
April 1, 2007	1,080.97	1,113.33	1,145.77	1,178.12	1,221.23
April 1, 2008	1,112.31	1,145.61	1,179.00	1,212.29	1,256.64
April 1, 2009	1,144.57	1,178.84	1,213.19	1,247.45	1,293.09

Braille Transcriber (TE14)					
April 1, 2007	1,221.23	1,262.21	1,305.15	1,348.05	1,401.90
April 1, 2008	1,256.64	1,298.82	1,343.00	1,387.15	1,442.55
April 1, 2009	1,293.09	1,336.48	1,381.95	1,427.37	1,484.39

Graphics Illustrator (TE13)					
April 1, 2007	1,178.12	1,221.23	1,262.21	1,305.15	1,348.05
April 1, 2008	1,212.29	1,256.64	1,298.82	1,343.00	1,387.15
April 1, 2009	1,247.45	1,293.09	1,336.48	1,381.95	1,427.37

Library Technician (TE10)					
April 1, 2007	1,080.97	1,113.33	1,145.77	1,178.12	1,221.23
April 1, 2008	1,112.31	1,145.61	1,179.00	1,212.29	1,256.64
April 1, 2009	1,144.57	1,178.84	1,213.19	1,247.45	1,293.09

Night Aid (TE13)					
April 1, 2007	1,178.12	1,221.23	1,262.21	1,305.15	1,348.05
April 1, 2008	1,212.29	1,256.64	1,298.82	1,343.00	1,387.15
April 1, 2009	1,247.45	1,293.09	1,336.48	1,381.95	1,427.37

Volunteer Co-ordinator (TE12)

April 1, 2007	1,145.77	1,178.12	1,221.23	1,262.21	1,305.15
April 1, 2008	1,179.00	1,212.29	1,256.64	1,298.82	1,343.00
April 1, 2009	1,213.19	1,247.45	1,293.09	1,336.48	1,381.95

HOURLY PAY RATES

Technical Classification - TE

	I	II	III	IV	V
Educational Interpreter (TE14)					
April 1, 2007	17.45	18.03	18.65	19.26	20.03
April 1, 2008	17.95	18.55	19.19	19.82	20.61
April 1, 2009	18.47	19.09	19.74	20.39	21.21

Educational Interpreter (TE15)

April 1, 2007	18.03	18.65	19.26	20.03	20.80
April 1, 2008	18.55	19.19	19.82	20.61	21.41
April 1, 2009	19.09	19.74	20.39	21.21	22.03

Educational Interpreter (TE16)

April 1, 2007	18.65	19.26	20.03	20.80	21.71
April 1, 2008	19.19	19.82	20.61	21.41	22.34
April 1, 2009	19.74	20.39	21.21	22.03	22.99

Educational Interpreter (TE17)

April 1, 2007	19.26	20.03	20.80	21.71	22.61
April 1, 2008	19.82	20.61	21.41	22.34	23.27
April 1, 2009	20.39	21.21	22.03	22.99	23.94

Educational Interpreter (TE18)

April 1, 2007	20.03	20.80	21.71	22.61	23.52
April 1, 2008	20.61	21.41	22.34	23.27	24.20
April 1, 2009	21.21	22.03	22.99	23.94	24.90

Educational Interpreter (TE19)

April 1, 2007	20.80	21.71	22.61	23.52	24.43
April 1, 2008	21.41	22.34	23.27	24.20	25.13
April 1, 2009	22.03	22.99	23.94	24.90	25.86

Educational Interpreter (TE20)

April 1, 2007	21.71	22.61	23.52	24.43	25.46
April 1, 2008	22.34	23.27	24.20	25.13	26.20
April 1, 2009	22.99	23.94	24.90	25.86	26.96

Educational Interpreter/Student Assistant (EISA) (Note 3)

Facilitator (TE11)

April 1, 2007	15.90	16.37	16.83	17.45	18.03
April 1, 2008	16.37	16.84	17.32	17.95	18.55
April 1, 2009	16.84	17.33	17.82	18.47	19.09

Language Acquisition Support Worker (TE11)

April 1, 2007	15.90	16.37	16.83	17.45	18.03
April 1, 2008	16.37	16.84	17.32	17.95	18.55
April 1, 2009	16.84	17.33	17.82	18.47	19.09

Night Aid (TE13)

April 1, 2007	15.71	16.28	16.83	17.40	17.97
April 1, 2008	16.16	16.76	17.32	17.91	18.50
April 1, 2009	16.63	17.24	17.82	18.43	19.03

**Oral Interpreter
(TE11)**

April 1, 2007	15.90	16.37	16.83	17.45	18.03
April 1, 2008	16.37	16.84	17.32	17.95	18.55
April 1, 2009	16.84	17.33	17.82	18.47	19.09

**Oral Interpreter
(TE13)**

April 1, 2007	16.83	17.45	18.03	18.65	19.26
April 1, 2008	17.32	17.95	18.55	19.19	19.82
April 1, 2009	17.82	18.47	19.09	19.74	20.39

**Teacher
Assistant (TE11)**

April 1, 2007	15.90	16.37	16.83	17.45	18.03
April 1, 2008	16.37	16.84	17.32	17.95	18.55
April 1, 2009	16.84	17.33	17.82	18.47	19.09

**Residence
Counsellor
(TE13)**

April 1, 2007	15.71	16.28	16.83	17.40	17.97
April 1, 2008	16.16	16.76	17.32	17.91	18.50
April 1, 2009	16.63	17.24	17.82	18.43	19.03

**Residence
Counsellor
(TE15)**

April 1, 2007	16.83	17.40	17.97	18.69	19.42
April 1, 2008	17.32	17.91	18.50	19.23	19.98
April 1, 2009	17.82	18.43	19.03	19.79	20.56

**Residence
Counsellor
(TE18)**

April 1, 2007	18.69	19.42	20.26	21.11	21.95
April 1, 2008	19.23	19.98	20.85	21.72	22.59
April 1, 2009	19.79	20.56	21.45	22.35	23.24

**Residence
Counsellor
(TE21)**

April 1, 2007	21.11	21.95	22.80	23.76	24.73
April 1, 2008	21.72	22.59	23.46	24.45	25.44
April 1, 2009	22.35	23.24	24.14	25.16	26.18

Other

I II III IV V VI

Physiotherapist

November 1, 2007	25.74	27.87	28.93	30.09	31.27	32.51
November 1, 2008	26.49	28.68	29.77	30.97	32.18	33.45
April 1, 2009	27.05	29.28	30.40	31.62	32.86	34.15

Note 1: This wage grid reflects the wage grid from the Nova Scotia Civil Service Master Agreement. The Master Agreement expires on March 31, 2010.

Note 2: These hourly wage rates apply to any Night Aide or Residence Counsellor hired after April 3, 2000.

Note 3: Educational Interpreters/Student Assistants (EISA) are paid one TE level above the level they would otherwise be paid.

LETTER OF UNDERSTANDING #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 or appointed as the full-time President of the Union.

1. An employee who declares his/her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring his/her intention to seek the office of President.
2. An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term he/she is to serve up to a maximum of two (2) 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 President, 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 shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
7. Upon expiration of his/her term of office, the employee shall be reinstated in the position he/she 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, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

Bert Tulk
Superintendent

Heather Conrad
Director, Finance and Administration

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Joan Jessome
President

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
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 his/her 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 his/her 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 his/her 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 he/she not been enrolled in the Plan.
- b. An employee's benefits will be maintained by the Employer during his/her 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 he/she 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 he/she 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, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Bert Tulk
Superintendent

Joan Jessome
President

Heather Conrad
Director, Finance and Administration

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
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, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

Bert Tulk
Superintendent

Heather Conrad
Director, Finance and Administration

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Joan Jessome
President

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
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, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

Bert Tulk
Superintendent

Heather Conrad
Director, Finance and Administration

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Joan Jessome
President

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
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, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

Bert Tulk
Superintendent

Heather Conrad
Director, Finance and Administration

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Joan Jessome
President

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
Bargaining Committee Member

LETTER OF AGREEMENT # 6

RE: AVLIC

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 AVLIC association membership fees for one NSGEU member as selected by NSGEU.

SIGNED in Halifax, this 30th day of July, 2010.

**ATLANTIC PROVINCES SPECIAL
&
EDUCATION AUTHORITY**

Bert Tulk
Superintendent

Heather Conrad
Director, Finance and Administration

**NOVA SCOTIA GOVERNMENT
GENERAL EMPLOYEES UNION**

Joan Jessome
President

Neil McNeil
Chief Negotiator

Michael Phelan
Bargaining Committee Member

M. (Peggy) Kenney-Piers
Bargaining Committee Member