

THIS AGREEMENT made in duplicate as of the 1<sup>st</sup> day of April, 2018;

EFFECTIVE: September 13, 2019

BETWEEN:

**Nova Scotia Union of Public and Private Employees, Local 14**

OF THE ONE PART

-and-

**Halifax Regional Library Board**

OF THE OTHER PART

WHEREAS this agreement is entered into by each of the parties for the purpose of setting out the agreement reached by them in relation to rates of pay, hours of work and other conditions of employment;

THEREFORE, the parties agree as set out on the following pages unless properly amended.

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## ARTICLE 1 - DEFINITIONS

### 1.01 DEFINITIONS

**"Bargaining Unit"** - means the Nova Scotia Union of Public and Private Employees, Local 14.

**"Calendar Day"** - means a day, and includes a working day, a day of rest, a holiday, etc.

**"Chief Librarian and CEO"** - means the staff person appointed by the Halifax Regional Library Board responsible for the overall management of HRL.

**"Classification Level"** - means the salary Level to which the job is assigned in accordance with Article 9.

**"Collective Agreement"** - means this collective agreement and the Articles and Appendices contained herein and any properly made amendments, additions or alterations to it.

**"Day"** - means a calendar day.

**"Designated Hours"** - means the minimum number of regularly scheduled hours of a position in a pay period.

**"Discipline"** - means documented oral warnings, written warnings, suspensions and dismissals for just cause.

**"Displaced"** - refers to an employee who has been displaced pursuant to Article 7.05 or whose position has been bumped into by another employee.

**"Employee"** - means an employee of the Employer who is a member of the bargaining unit.

**"Employer"** - means the Halifax Regional Library Board and its successors and is otherwise referred to as "Halifax Public Libraries", "HRL" and the "Library".

**"Equitable Distribution"** - includes attempts to offer and distribute equally but also includes taking into account availability and refusals and mutual agreements amongst employees.

**"Evening"** - means after 6 p.m. and prior to midnight on a day.

**"Federal, Provincial, Municipal or Grant Program Employee"** - means an employee who is not included in the bargaining unit, for whom the major program funding is received

from the Federal, Provincial or Municipal Government or from a community grant and who is employed for a specific program and length of time.

**“Floater”** - means an employee without a regular place of work hired under the provisions of Article 11.16.

**“Full-Time Employee”** - means an employee who is regularly scheduled to work the full-time hours set out in Article 11.

**“Layoff”** - means the time an employee is not working because the employee has been displaced pursuant to Article 7.05 and is not being paid by the Employer.

**“Library”** - means the Halifax Regional Library Board and its successors and is otherwise referred to as the "Employer" and "HRL".

**“Library Premises” or “Employer Premises” or “HRL Premises”** - includes any property, structure, place or vehicle which is owned, leased, rented or controlled by the Employer at which a member of the bargaining unit is working or is required to work.

**“Member”** - means a member of NSUPE Local 14.

**“Month”** - means a calendar month and, in measuring time, includes the period between a date in one month and the same date in an adjacent month.

**“Parties”** - means the signatories to this collective agreement, i.e. the Union and the Employer.

**“Part-Time Employee”** - means an employee who in any one position is regularly scheduled to work less than the full-time hours set out in Article 11.

**“Permanent Employee”** - means an employee who is hired without reference to any specified date of termination of employment.

**“Position”** - means the title, duties, regularly scheduled working hours, designated hours and work location of a job.

**“Predecessor Employers”** - means the Halifax City Regional Library Board, the Dartmouth Regional Library Board and the Halifax County Regional Library Board.

**“Public Service Employee”** - is an employee who is not included in the definition of Support Service Employee and includes security workers.

**“Qualifications”** - means the experience, education, skills, abilities and training for the position.

**“Regular Work Location”** - means the HRL location or two (2) locations to which a position, including a term or temporary position, is assigned.

**“Seasonal Employee”** - is a permanent employee whose regular hours are normally worked in only a portion of the year.

**"Service"** - means the length of continuous employment with the Employer which is unbroken by termination of employment, which shall include all uninterrupted service in the employ of a predecessor employer. Service includes time spent on pregnancy leave, parental leave, paid leave of any kind, time waiting to be eligible for Long Term Disability benefits provided the employee is accepted for benefits, time in receipt of Long Term Disability benefits, time on Workers' Compensation, time on Union leave and any period of suspension, with or without pay.

**"Student"** - means a person doing work for the Employer who is not included in the bargaining unit and who is engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study related work programs as an integral part of the certificate, degree or diploma.

**“Supervisor”** - means the person responsible for the direct supervision of an employee.

**“Support Service Employee”** - is an employee who works in Collection Management, Information Technology, Human Resources, Finance, Marketing and Communications, Delivery, Maintenance, and Corporate Research and Development, and includes successor departments.

**"Temporary Employee"** - means a non-permanent employee hired for short term work, casual work, projects or replacement of permanent employees on leave of any kind.

**"Temporary Position"** - is a position which will exist for a defined period of time and which will cease to exist at the end of the period and will not be longer than twenty-four (24) months in duration.

**“Term Position”** - is a permanent position that is temporarily vacant and is temporarily filled by a permanent or temporary employee.

**“Transfer”** - means the reallocation of a position from one HRL location to another HRL location.

**"Union"** - means the Nova Scotia Union of Public and Private Employees, Local 14 and its successors and may be referred to as "N.S.U.P.E." or "NSUPE".

**"Vacancy"** - means the absence of an employee in a position which the Employer intends

to fill.

**"Warning"** - means a demand on an employee to do something, or to cease doing something, and informing the employee of the consequences of not doing so.

**"Working Day"** - means a day on which work is regularly scheduled within an employee's department.

**"Year"** - means twelve (12) consecutive months unless specifically modified to mean otherwise (e.g. calendar year, fiscal year).

## **1.02 GENDER**

In this collective agreement, a reference to gender shall include all genders and all persons and the singular and the plural shall refer to all genders and all persons unless, in any case, it is inconsistent with the context. The pronouns "they" and "their" are used in this collective agreement for the purpose of inclusivity.

## ARTICLE 2 - RECOGNITION

### 2.01 RECOGNITION OF EMPLOYER

The Union recognizes that it is the exclusive right of the Employer to manage the workforce unless the Collective Agreement provides otherwise. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer, subject to the provisions of the collective agreement, to:

- (1) establish and direct the work and work force, including the right to hire, determine qualifications, assign work, promote, train, transfer, relocate, classify, determine salaries, lay off and recall;
- (2) subject to Article 6.08(a), discipline or discharge an employee for just cause;
- (3) maintain order, safety, security and efficiency;
- (4) make, enforce and alter from time to time, the rules, regulations, policies and procedures to be observed by employees, provided that, if such rules, regulations, policies and procedures are to be the basis of discipline, they have been communicated to employees and the Union;
- (5) determine the nature and extent of services to be provided by the Employer and the methods, procedures, standards, equipment, materials, staffing requirements, hours of work and work schedule to be used in providing these services.

### 2.02 RECOGNITION OF UNION

- (a) The Employer recognizes the Union as the sole bargaining agent for the unit of employees as set out in Certification Order 4675 and LB-0942 of the Nova Scotia Labour Board and including temporary employees and other employees not specifically excluded by Section 2 of the *Trade Union Act* and other positions and employees added from time to time by the agreement of the parties or by decision of an arbitration board or the Nova Scotia Labour Board.
- (b) Notwithstanding Article 2.02(a), persons hired by the Employer for one-time, short-term jobs of less than thirty (30) continuous days shall not be included in the bargaining unit. The Employer may extend a short-term job beyond thirty (30) continuous days with the written agreement of the Union. The Union will provide reasons for any refusal.
- (c) Students and federal, provincial or municipal program employees as defined in Article 1.01 shall not be included in the bargaining unit.

**2.03            TEMPORARY EMPLOYEES, STUDENTS, FEDERAL, PROVINCIAL,  
MUNICIPAL OR GRANT EMPLOYEES**

- (a) The parties agree that the employment of temporary employees, students, and employees on Federal, Provincial, Municipal or Grant Programs will not result in a reduction in the regular hours of work or the regular pay of any member of the bargaining unit, result in a reduction of staff in the bargaining unit or result in unfilled positions continuing to be unfilled.
- (b) Temporary employees shall be subject to the provisions of this collective agreement except where otherwise provided. Temporary employees with terms of less than twelve (12) months shall not receive paid sick leave, paid vacation leave or be eligible to participate in benefits plans. Temporary employees with terms of twelve (12) months or more, and who are otherwise eligible, shall receive paid sick leave, paid vacation leave and participate in the group benefit plans on the same basis as permanent employees. The provisions of Articles 7.04, 7.05 and 7.06 shall not apply to temporary employees.
- (c) Temporary employees shall be hired into bargaining unit positions subject to the posting provisions of the collective agreement and subject to being bumped by a displaced permanent employee. A temporary employee shall be hired for a defined term. The term of a temporary employee may be extended for a reasonable period provided that the temporary employee remains in the same position and the extension is reasonably necessary.
- (d) Notwithstanding Articles 2.02(c), 2.03(a) and the definition of “Federal, Provincial or Municipal Grant Program Employee” in Article 1.01 of the collective agreement, the positions of Adult ELL Program Coordinator and Adult Literacy Program Coordinator are included in the bargaining unit and employees in these jobs are subject to the collective agreement in its entirety unless otherwise excepted.

**2.04            NO PRIVATE AGREEMENTS**

There shall be no agreements between the Employer and individual employees on matters addressed in this Agreement unless explicitly permitted in this Agreement.

**2.05            NO STRIKE OR LOCKOUT**

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

## **ARTICLE 3 - UNION REPRESENTATION**

### **3.01 MEMBERSHIP AND CHECK-OFF**

- (a) All employees shall, as a condition of employment and continued employment, join and maintain membership in the Union and shall irrevocably authorize the Employer to deduct and forward to the Union, all initiation fees, dues, assessments, benefits payments, arrears and other amounts required, by the Union, to be paid.
- (b) Union dues shall continue to be paid when an employee is temporarily in a non-bargaining unit position.
- (c) The authorization forms required by this Article 3.01 shall contain the employee's name, date signed and date of first deduction and a copy shall be sent to the Union's office within ten (10) working days of hiring.

### **3.02 DEDUCTIONS MADE BY EMPLOYER**

- (a) The Union shall inform the Employer of the amount of Union dues to be deducted.
- (b) The Employer shall make the deductions set out in Article 3.02(a) from each pay of each employee and shall transmit them to the account of the Union by direct deposit immediately after deduction. A statement of the deposit shall, at the same time, be sent to the Union office and shall be accompanied by a list of the employees from whom deductions have been made, and a list of employees added, deleted, temporarily not paying dues, and the reasons therefore, or for whom there have been any other changes, such as a name change.
- (c) The Union shall indemnify the Employer and hold it harmless against all claims, demands and liabilities in respect of any action taken by the Employer for the purpose of complying with this Article 3.02.

### **3.03 BARGAINING UNIT ORIENTATION**

The Employer agrees to advise all new employees to the bargaining unit that a Union agreement is in effect and, within thirty (30) calendar days of hiring, to provide an authorized Union representative with one-half (1/2) hour to meet privately with new employees to the bargaining unit for the purpose of acquainting the new bargaining unit members with the Union and the collective agreement. This meeting shall normally occur during regular working hours with no loss of pay.

### **3.04 UNION ADVOCATE**

- (a) An employee shall have the right to have a Union representative present at any time when management is meeting with them for the purpose of discipline or dismissal or formal investigation which may reasonably lead to discipline or dismissal and management shall inform the employee of this right and give them time to arrange for the Union representative to be present. Where circumstances permit, management will provide the employee a minimum of twenty-four (24) hours' notice of such meeting unless the employee and the Union representative agree to meet earlier. Generally, clarification regarding events or issues, constructive criticism, coaching or performance appraisals do not constitute "discipline".
- (b) Prior to meeting with an employee, the manager will advise the employee of the reasons for the meeting, including whether it is disciplinary or non-disciplinary, and generally what the allegations are.
- (c) Where, during a meeting, a significant issue arises that the employee was not made aware of prior to the meeting, the employee may adjourn the meeting until the employee has had the opportunity to consult with a union representative.

### **3.05 EMPLOYEE REPRESENTATIVES OF THE UNION**

- (a) The Union shall provide the Employer with a list of the names of the Union Executive, Advocates, Labour Management Committee members, Job Evaluation Committee members and Occupational Health and Safety Committee members, and notify the Employer in writing of any changes. The Union shall be reasonable in determining the employees who will be on the committees, taking into account the Employer's operational requirements within departments.
- (b) Employees appointed to represent the Union will be granted time off without loss of pay or benefits for the purpose of attending joint meetings between the Union and the Employer that occur during the employee's regular working hours.
- (c) Notwithstanding any other provision of this collective agreement, part-time employees who act as union representatives shall be paid by the Employer at their regular rate of pay for all hours spent in the following union-management meetings that occur outside the part-time employee's regular working hours: collective bargaining, Labour-Management Committee, Job Evaluation Committee and Occupational Health and Safety Committee. The Union's total entitlement pursuant to this Article 3.05(c) is one hundred and forty (140) hours per calendar year.
- (d) Attendance at meetings pursuant to Articles 3.05(b) and (c) is subject to operational requirements and appropriate advance notification of the employee's manager or delegate. Leave to attend will not be unreasonably denied.
- (e) Where possible, Union representatives shall confer with other union members regarding



alleged grievances during non-working hours. Union representatives may confer during working hours with other union members regarding alleged grievances if the matter requires immediate attention. The Union representative shall first request permission from their immediate Supervisor or Manager who may take into account operational requirements but shall not unreasonably deny permission and permission shall be given as soon as possible following the request so that the employee may meet their obligations as a representative.

- (f) Union representatives who have been identified to the Employer pursuant to Article 3.05(a) may confer during working hours with the Employer or its representatives for the purpose of addressing alleged grievances.

### **3.06 UNION BUSINESS AGENT AND OTHER UNION REPRESENTATIVES NOT ON THE EMPLOYER'S PAYROLL**

- (a) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to attend all meetings between the Union and the Employer.
- (b) The Union's Business Agents and other Union representatives not on the Employer's payroll shall request permission from the Employer prior to entering the Employer's premises for the purpose of consulting with Union representatives or other employees on matters arising from this collective agreement. The Employer shall not unreasonably deny such permission. Where possible, consultation shall occur during employees' non-working hours.

### **3.07 CORRESPONDENCE, NOTICES AND MEETINGS**

- (a) A copy of all correspondence and notices between the parties shall be sent to the Union's office and to the Manager, Employee and Labour Relations or designate.
- (b) The Union shall be entitled to use the Employer's internal communication systems, including electronic and internal regular mail, in a private and confidential manner, at no cost to the Union, for the purpose of conducting Union business and communicating with its members. Without restricting the foregoing, the Union acknowledges that Union communications may be inadvertently accessed by the Employer in situations such as systems administration, investigation of improper e-mail usage, etc.
- (c) The Employer shall provide meeting space for Union business at no charge, provided there is adequate notice to the Manager, Employee and Labour Relations or designate, and the meetings are held at a time when there would be no potential for rental income from the meeting space. Where such meeting space is provided, the Union shall be responsible for locking the room and leaving it in a reasonable condition.

### **3.08 BULLETIN BOARDS**

The Union shall have use of exclusive space on staff bulletin boards at all work locations for the purpose of posting materials related to Union business. Such space shall be in areas easily visible and accessible to members of the bargaining unit. All material shall respect the personal dignity of all HRL employees, both Union and management.

### **3.09 INFORMATION ON BARGAINING UNIT EMPLOYEES**

The Employer shall provide the Union, as available, with a list of employees in the bargaining unit, together with their position title, department, division, classification level, regular hours per pay period, pay periods per year, employee's full name, employee number, date of hire, full mailing address, work and home telephone numbers, work location, position start date, position end date, annual salary, hourly wage, "red circle" flag, pay plan step and pay plan anniversary date. This information shall be provided in an electronic form agreed upon by the Union and the Employer. In addition, the Employer shall provide this information for each new employee hired promptly following the hiring.

### **3.10 UNION LEAVE**

- (a) Upon appropriate notice from the Union, the Employer shall, unless operational requirements prohibit, grant a leave of absence for the use of Union members, when they are delegated by the Union, for the purpose of attending to Union business. Where such leave is granted, the Employer shall continue the members' pay at the request of the Union as if they were at work and shall bill the Union for those members' pay. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days. The Employer may also limit Union leave where absences are disruptive in the work place.
- (b) Upon appropriate notice by the Union, the Employer shall, unless operational requirements prohibit, grant leave of absence to one (1) employee for the purpose of working for the Union if such period of leave is for a period of thirty (30) continuous calendar days or more. In such a case, the Employer shall continue the member's pay at the request of the Union as if they were at work and shall bill the Union for the member's pay. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days.
- (c) For the purposes of Articles 3.10(a) and 3.10(b), pay includes compensation, group benefits and pension to which an employee is regularly entitled while at work. All seniority and service shall continue to accrue while an employee is on Union leave.
- (d) Requests for Union leave shall be made or confirmed in writing to an employee's manager and shall be subject to operational requirements, including difficulties in arranging

replacements. Requests for Union leave shall normally be submitted seven (7) calendar days prior to commencement of the leave.

### **3.11 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION**

Employees who are Union representatives and who are directly concerned with the matter, shall be permitted to attend any meetings with the Employer arising from the administration, alleged violation, interpretation or application of this collective agreement or for the processing of grievances or for arbitration or mediation hearings conducted during working hours, without loss of pay or benefits. Overtime will not be paid to any employee for any time spent in such meetings.

### **3.12 LEAVE FOR NEGOTIATIONS**

The Union Negotiating Committee may include, at the Union's option, up to five (5) employees who are members of the bargaining unit and any other representatives chosen by the Union. Employees on the Union's Negotiating Committee shall not suffer any loss of pay or other benefits for time lost from work because of negotiating or conciliation meetings with the Employer or Union caucus meetings on days scheduled for negotiations or conciliation, but shall not be eligible for compensation for time spent in such meetings which are conducted in other than regular working hours. The Union shall be reasonable in determining the employees who will be on the negotiating committee, taking into account the Employer's operational requirements within departments.

### **3.13 EXERCISING SUPERVISORY FUNCTIONS**

The Union agrees that there will be no undue interference with, intimidation of, coercion attempted on, or Union disciplinary action initiated against employees who are members of the bargaining unit by or on behalf of the Union or any of its members because of the exercise of an employee's supervisory functions in relation to bargaining unit members which are part of the employee's job and carried out in good faith.

## ARTICLE 4 - GENERAL CONDITIONS

### 4.01 EMPLOYMENT EQUITY

- (a) For the purposes of this collective agreement, “employment equity” is a process which works to achieve equality in all aspects of employment, including hiring, retention, training, accommodation, and promotion.
- (b) The Employer and the Union are committed to achieving employment equity. The parties will work together to identify and remove systemic and other barriers, and reverse the historic under-representation of certain groups within its workforce. This will include providing improved employment access and opportunity for persons who self-identify belonging to one or more of the following groups:
  - (1) persons with disabilities;
  - (2) Indigenous persons;
  - (3) African Nova Scotians;
  - (4) persons who are LGBTQ+;
  - (5) other racialized minorities.
- (c) The Labour-Management Committee (LMC) will have “Employment Equity” as an agenda item at each of its meetings except where a meeting has been called for a specific alternate purpose. The minutes of the LMC will describe the discussion and its recommendations for improving employment equity, or note that no discussion occurred.
- (d) The Employer agrees to compile and provide to the Union information which is required to determine employment equity within an HRL branch or HRL as a whole. In addition to the foregoing provisions of this Article 4.01, the Employer and the Union may agree to designate some positions as having one or more appointment criteria in addition to those set out in Article 6.02 so as to improve employment equity and/or be representative of a population served by an HRL branch or HRL as a whole. Neither party will unreasonably refuse to designate a position for employment equity.
- (e) Employment equity positions which become vacant will be posted with the additional employment equity appointment criteria and be filled in accordance with Article 6. Where no applicants meet the requirements of the designated employment equity position, the Employer may re-post the position once more as a designated employment equity position. If the position remains unfilled, the Employer will then re-post the position without the employment equity criteria.

- (f) All provisions of the collective agreement will apply to an employee appointed pursuant to this Article.

#### **4.02 NO DISCRIMINATION, HARASSMENT, OR WORKPLACE VIOLENCE**

- (a) The Employer and the Union recognize the right of employees to be treated with dignity and respect and to work in an environment free from discrimination, sexual and personal harassment, and workplace violence. The parties shall undertake to immediately correct any situation related to the workplace in which discrimination, harassment, or violence occurs, including situations involving persons who are not employees of the Employer.
- (b) Conduct will be addressed considering the context and in accordance with the Employer's policies to the extent the policies do not conflict with the provisions of this collective agreement. There may be serious repercussions for persons committing discrimination, harassment, or workplace violence, including:
  - (1) for an employee, discipline up to and including dismissal;
  - (2) for a customer, restrictions on access to Library locations and services;
  - (3) for a service provider, discontinuation or non-renewal of a contract.

#### **4.03 DEFINITIONS OF DISCRIMINATION, HARASSMENT, AND WORKPLACE VIOLENCE**

- (a) Discrimination means making a distinction with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, classification, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, place of residence, sexual orientation, sex, gender identity or expression, marital status, family status, membership or activity in the Union, or by reason of a mental or physical disability or condition unless the disability or condition cannot be accommodated without undue hardship.
- (b) "Sexual Harassment" is defined as any sexually-based conduct which:
  - (1) results in or threatens the loss of employment, conditions of employment, training, or promotional opportunities; or
  - (2) unreasonably interferes with an employee's work performance; or
  - (3) creates an intimidating, hostile or offensive working environment.

Without limiting the foregoing, the following are examples of conduct which may constitute sexual harassment:

- (1) deliberate physical contact or proximity which is sexually based, or which ought reasonably to be known to be sexually based, whether or not there is an expression that such contact is unwanted;
  - (2) sexually-based communication;
  - (3) demands for sexual favours or social contacts which are expressed to be unwanted or which ought reasonably to be known to be unwanted;
  - (4) insults or jokes based on gender or sexual orientation.
- (c) "Personal Harassment" includes treatment of any kind to or of a person or group of persons that is abusive, unreasonable, or demeaning and which:
- (1) unreasonably interferes with an employee's employment, conditions of employment, or work performance; or
  - (2) creates an intimidating, threatening, hostile or offensive working environment; or
  - (3) abuses the power one person holds over another by virtue of their employment relationship or misuses authority associated with their position of employment.
- (d) Workplace violence is the exercise, attempted exercise, or threat of physical force by a person against an employee that causes or could cause harm to the employee.
- (e) Conduct that meets the definition(s) of discrimination, sexual harassment, or workplace violence may be:
- (1) repeated or persistent patterns of behaviour, either direct or indirect; or
  - (2) a single act of sufficient severity in its own right.

#### **4.04 PROCESS FOR ADDRESSING DISCRIMINATION, HARASSMENT AND WORKPLACE VIOLENCE**

- (a) Employees are encouraged to report all incidents of discrimination, sexual harassment, personal harassment, and workplace violence they have been involved in or observed to any supervisor, manager or union representative with whom they are comfortable and feel safe.
- (b) Where an employee feels they, or another employee, are at immediate risk of physical or emotional harm arising from the behaviour of another person(s), the employee may:

- (1) request the assistance of a colleague, manager, Security, or the police;
  - (2) instruct a customer or service provider to leave a program and/or the premises of the Employer for the remainder of the day. The employee will, as soon as possible, provide their manager with a written report of what occurred. Whether and when the individual will be permitted to return to the program or premises will be determined by the Employer;
  - (3) exercise the right to refuse unsafe work pursuant to Article 20.05.
- (c) The Employer's policies will include both informal and formal processes that an employee may access to address an issue of discrimination, personal harassment, sexual harassment, or workplace violence. An employee involved in such processes will be provided with:
- (1) confidentiality to the extent possible where an employee has requested confidentiality;
  - (2) a timely process, the anticipated timelines, updates throughout the process, the results of the process, and advice of what steps, if any, have been or will be taken to respond to the complaint and/or to prevent further incidents;
  - (3) the right to have a union representative present during any meetings that occur.
- (d) Where an informal process is used, participation by an employee will be voluntary.
- (e) An employee who experiences discrimination, personal harassment, sexual harassment, or workplace violence should report the incident in a timely manner and within twelve (12) months of the most recent occurrence. A report may be made outside of twelve (12) months where there are extenuating circumstances, such as the prolonged illness of an employee.
- (f) Incidents of alleged workplace violence, personal harassment or sexual harassment resulting in injury will be reported to the Occupational Health and Safety Committee (OHSC) in the same manner as other safety incidents.
- (g) The Employer will maintain a record of alleged incidents of discrimination, personal harassment, sexual harassment, and workplace violence and the outcomes of any complaints. The Employer will prepare an aggregate report and will meet with the Union, on at least an annual basis, to discuss the report and arrive at recommendations for preventing or addressing such incidents.

#### **4.05 EMPLOYEE'S FILE**

- (a) If anything is placed on an employee's file, the employee shall have the right to a copy of it and the right to reply in writing and such reply shall become part of the employee's record. No adverse comment, warning or negative criticism will be placed on an employee's file without the employee being provided with a copy in a timely manner, and the Employer agrees not to subsequently use against an employee anything from the employee's file of which the employee was not made aware and provided a copy in a timely manner following the event giving rise to the comment, warning or criticism.
- (b) Any letter of commendation or thanks received by the Employer shall be forwarded to the employee concerned.
- (c) An employee shall have the right at any time, with four (4) working days' notice, to see their complete file, including all files wherever kept, during the employee's working hours and shall be permitted to respond in writing to anything in the file and such response shall become part of the employee's file. The employee may be accompanied by a Union representative and shall be entitled to a copy of the complete file once and shall be provided with a copy of all subsequent material in accordance with Article 4.05(a). A representative of the Employer may attend. If an employee wishes to see their file more than twice in any calendar year, the employee shall make a request to the Manager, Employee and Labour Relations or designate, who shall not unreasonably refuse.
- (d) Any adverse comment, warning, negative criticism and the record of any discipline shall not be used against an employee after thirty (30) months from the date of occurrence and shall be removed from the employee's file(s). Such records shall not be removed from the file until thirty (30) months have expired from the most recent written comment, warning, criticism or record of discipline relating to the same or a similar offence. The thirty (30) months may be extended by any period that an employee is absent for an unbroken period of more than ninety (90) days. This shall also apply to files which existed on bargaining unit members prior to the signing of this collective agreement. Notwithstanding the foregoing, the record of confirmed instances of personal harassment, sexual harassment, sexual assault and sexual abuse shall remain on an employee's file. Performance appraisals are not included under this provision.
- (e) Any record of discipline will be provided to the Union office in a timely manner.

#### **4.06 NO RELEASE OF CONFIDENTIAL INFORMATION**

The Employer shall not release or allow to be released confidential information regarding an employee except as permitted by the employee in each circumstance or as required by this collective agreement or by law. The Employer shall not release employee information



to another employer or financial institution without prior written consent from the employee.

#### **4.07 UNNAMED INSUREDS**

The Employer will maintain reasonable insurance to cover the civil liability of employees where employees act within the course of their employment.

#### **4.08 WITHDRAWAL OF RESIGNATION**

An employee who resigns from employment with the Employer shall be entitled to withdraw their resignation within two (2) working days of having submitted the resignation.

#### **4.09 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)**

There shall be no mandatory referral to any Employee and Family Assistance Program (EFAP) and no employee shall be required to provide private information as a result of voluntarily attending EFAP or counseling. The Employer shall keep confidential any private information of which it becomes aware.

#### **4.10 CLOTHING AND SAFETY EQUIPMENT**

- (a) There shall be no formalized dress code. However, employees shall dress appropriately for the context. Employees working in a public area may be required to wear name badges identifying first names only.
- (b) Notwithstanding Article 4.10(a), when the Employer requires a uniform specific to the work to be done by a bargaining unit member, the Employer shall provide the uniform.
- (c) Staff who regularly perform duties outdoors shall be provided with outerwear.
- (d) Where hazards exist or where employees are required by law to wear safety clothing or gear or to use safety equipment, employees shall have such clothing, gear and safety equipment provided by the Employer at no cost to the employee, to be returned upon request.
- (e) Security staff shall be provided with shirts marked with the words "library security" or other wording as agreed upon by the parties.
- (f) All clothing, gear or equipment issued to employees shall:
  - (1) be used or worn only in the course of work-related duties;
  - (2) normally be replaced only upon return of old issue;

(3) shall be cared for in a reasonable manner.

- (g) All clothing issued directly by the Employer shall be, where feasible, made in Canada and Union made.
- (h) For security purposes, employees may be required to utilize photo identification badges to gain access to HRL and HRM locations.

#### **4.11 HALIFAX REGIONAL LIBRARY BOARD**

- (a) The Union will be permitted to have up to two (2) delegates attend meetings of the Halifax Regional Library Board. Delegates will be excluded from in camera and committee meetings of the Board. Delegates shall request permission of their managers to attend Board meetings. Permission shall not be unreasonably denied.
- (b) Delegates shall be provided with the public Board package of materials prior to the time of the meeting.
- (c) Union delegates attending a meeting of the Halifax Regional Library Board pursuant to Article 4.11(a) shall receive their regular pay if the Halifax Regional Library Board meets during their regularly scheduled hours of work. However, an employee shall not receive compensation for attendance at any part of a Halifax Regional Library Board meeting which falls outside their regularly scheduled hours of work.

#### **4.12 INCLEMENT WEATHER**

- (a) If the Employer deems it advisable to temporarily close its facilities due to inclement weather, then the Employer shall permit all employees scheduled to work time off without loss of pay or benefits. Should the weather sufficiently improve in the course of a day, the Employer shall notify employees scheduled to work that they are to report to work as soon as possible. Employees shall not be required to report to work if less than one (1) hour remains in their shift.
- (b) An employee who, due to inclement weather, does not wish to travel to work shall be permitted to take vacation leave, unpaid leave, or, if operationally feasible, make an agreement with their supervisor to make up, within the pay period or, if not possible, within the next pay period, any time missed. Such agreements shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner.
- (c) Where operational requirements permit, an employee who, due to inclement weather, wishes to leave work early shall be permitted to take vacation leave, unpaid leave, or, if operationally feasible, make an arrangement with their supervisor to make up, within the pay period or, if not possible, within the next pay period, any time missed. Such

agreements shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner.

- (d) Notwithstanding Articles 4.12(b) and (c), an employee in the positions of Adult ELL Program Coordinator or Adult Literacy Program Coordinators who does not travel to work or who leaves work early due to inclement weather will not be paid for hours not worked. However, the employee may be required to make up administrative hours not worked and such work shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner.

#### **4.13 COMPLIANCE WITH LAWS AND NOTICE**

- (a) The Employer shall be free to comply with all relevant Federal or Provincial laws and such compliance shall be deemed not to be a violation of this collective agreement. Notwithstanding the foregoing, where the Employer has a choice between complying with or acting in accordance with any law and complying with or acting in accordance with this collective agreement, it shall comply with or act in accordance with this collective agreement. The Employer shall notify the Union of any conflicts or potential conflicts arising between such laws and this collective agreement which come to the Employer's attention as soon as the Employer becomes aware of such conflict or potential conflict and agrees to meet with the Union to negotiate alternative provisions.
- (b) If any Federal or Provincial law provides or any court holds that any part of this collective agreement is invalid, any other part of any Article or of the collective agreement shall remain valid and in full force and effect.

#### **4.14 SURVEILLANCE**

- (a) The Employer may install surveillance cameras and related electronic monitoring equipment to protect critical areas of the Employer's premises against criminal activity or to enhance the personal safety of employees. Automatic vehicle locator systems may be utilized in HRM fleet vehicles operated by HRL staff.
- (b) Electronic surveillance, including automatic vehicle locator systems, time tracking or keystroke software, will not be used for the purpose of surveillance or monitoring of employees. Notwithstanding the foregoing, electronic surveillance may be reviewed for the purpose of investigating a complaint from the public or a report of an employee's alleged wrongdoing that may reasonably lead to discipline.
- (c) The parties recognize that volume data collection may be necessary to obtain an objective evaluation of the level of production of a group or department. In the course of reviewing the data, if evidence of possible wrongdoing emerges, it may be addressed with the employee. However, there will be no monitoring of an employee's output through electronic surveillance for the purpose of evaluating performance without prior notification.



## **ARTICLE 5 - SENIORITY**

### **5.01 DEFINITION OF SENIORITY**

- (a) Seniority shall be the length of continuous employment in the bargaining unit and shall be calculated from the date of hire in the bargaining unit with the Employer. Service with predecessor employers shall be deemed service to the Employer.
- (b) Temporary employees shall retain their seniority for one (1) year after the last day of having worked for the Employer, after which they shall be removed from the seniority list.
- (c) The seniority date of a temporary employee who becomes permanent shall be from the commencement of their most recent position following any break in service. Any employee who had been a temporary employee and became a permanent employee prior to June 28, 2015, will retain their original seniority date as a permanent employee.

### **5.02 SENIORITY LIST**

- (a) There shall be two (2) different Region-wide seniority lists:
  - (1) Permanent employees;
  - (2) Temporary employees.
- (b) A seniority and classification list shall be posted on the Library's intranet not later than the first day of April of each year and a copy shall be given to the Union. If requested, the Employer will provide the Union with an updated copy at another time during the year.
- (c) Seasonal employees will be placed on the seniority list for permanent employees. A seasonal employee hired prior to this collective agreement being signed will retain the same seniority date the employee had when a separate list was kept for seasonal employees.

### **5.03 LOSS OF SENIORITY**

- (a) Seniority shall be lost in the following circumstances:
  - (1) dismissal for just cause and not reinstated;
  - (2) resignation or employee departure of their own accord;
  - (3) acceptance of a permanent HRL non-union position, at the expiration of the probationary or trial period;

- (4) retirement;
  - (5) layoff at the point the right of recall expires or an employee fails to return to work following recall pursuant to Article 7.08;
  - (6) for temporary employees, in accordance with Article 5.01(b);
  - (7) is absent from work without approved leave for two (2) consecutively scheduled working days or more without just cause.
- (b) When seniority, pursuant to a leave provision of this collective agreement, ceases to accrue, the employee shall retain but not further accrue seniority.

#### **5.04 RETENTION OF SENIORITY**

Employees shall retain and continue to accrue seniority:

- (1) during all authorized leaves of absence permitted under this Agreement, unless otherwise specified;
- (2) during the probationary or trial period in an HRL management position; or
- (3) during a term appointment to an HRL non-bargaining unit position; or
- (4) during layoff of twelve (12) months or less.

**ARTICLE 6 - VACANCIES, POSTINGS, APPOINTMENTS  
AND TRANSFERS**

**6.01       JOB POSTINGS**

- (a) When a vacancy occurs which the Employer intends to fill or where the Employer creates a new bargaining unit position, the Employer shall, within sixty (60) working days, post notice of the position for a period of ten (10) consecutive calendar days. Successful applicants from within the bargaining unit shall be appointed within six (6) weeks after the closing date for applications.
- (b) Where there is a delay in the decision to post a vacancy or a decision is made to withdraw a posting or to not fill the vacancy, the Employer shall notify the Union and provide reasons. The Employer may determine that the position will not be filled.
- (c) The notice and posting referred to in Article 6.01(a) shall contain the following information: closing date, term of the position, if any, job title, job classification, major duties, required qualifications as established by the Employer, required knowledge and experience, education and skills, hours of work, designated hours per pay period, hourly or salary rate of pay, confirmation that it is a Union position and the regular work location(s).
- (d) Vacancies shall be posted via e-mail to the entire bargaining unit. A copy will be sent electronically to the Union office.
- (e) The Employer may advertise a vacancy externally at the same time as the vacancy is posted within the bargaining unit.
- (f) Employees who wish to make application for a posted position shall ensure that the application is delivered to the Human Resources Department, or someone designated by that office, as set out in the job posting, prior to the closing of the posting. For internal/external postings that state that internal applicants should self-identify, an employee will clearly mark their application as "Internal Applicant".
- (g) Due consideration shall be given to any employee who is absent from work for the entire posting period but who submits their application before interviews are held.
- (h) Where a job interview with the Employer is scheduled during an employee's working hours, the employee shall be granted time off without loss of pay or benefits to travel to and attend the interview. However, no regular pay or overtime will be paid for any time spent in interviews outside working hours.

**6.02       APPOINTMENT CRITERIA**

- (a) Appointments from within the bargaining unit will be based eighty-five per cent (85%) on

qualifications, ten per cent (10%) on references and five per cent (5%) on seniority. The most senior applicant will receive five per cent (5%) for seniority and less senior applicants will receive a pro-rated percentage of five per cent (5%). The applicant with the highest overall marks out of one hundred per cent (100%) will receive the job.

- (b) Notwithstanding Article 6.02(a), all appointments to Adult Literacy Program Coordinator positions may be subject to approval by the designated representative of the Halifax Community Learning Network.
- (c) The Employer shall be reasonable in establishing the qualifications for a position, and may determine that various combinations of experience and education combine to establish equivalencies.
- (d) All applicants must have the required qualifications for a position. An employee shall be deemed to have the application requirements for the permanent position they hold.

### **6.03 ORDER OF CONSIDERATION**

- (a) Notwithstanding Article 6.01(e) and subject to Article 6.08(c), the Employer will give full consideration and preference to bargaining unit members and will only consider applications from persons outside the bargaining unit after it has been determined no bargaining unit member is the successful applicant. Where the Employer has considered applicants from outside the bargaining unit but has not found a suitable candidate, it may repost the vacancy pursuant to this Article 6.
- (b) Notwithstanding Article 6.03(a), the Employer may consider both internal and external applicants together for the position of Adult Literacy Program Coordinator.
- (c) Where an Adult ELL Program Coordinator or Adult Literacy Program Coordinator is the successful applicant for a position, the Employer may require the Program Coordinator to remain in their Program Coordinator position until a new Program Coordinator is appointed. Notwithstanding the foregoing, if there are fewer than ninety (90) calendar days remaining prior to the beginning of the summer program break, the Employer may require the Program Coordinator to remain in their position until the beginning of the summer program break.
- (d) Subject to Article 6.08(c), temporary employees may apply for job postings and be considered on the same basis as permanent employees, with the exception that for the purposes of Article 6.02(a), they will receive zero per cent (0%) for seniority. However, where there is less than six (6) months remaining in the term of the position of the temporary employee and the Employer determines that, due to operational requirements, it would be desirable for the temporary employee to remain in the term position, the Employer may require the temporary employee to postpone taking the new job until the present term has ended.



- (e) If a job is vacated within ninety (90) calendar days of an appointment following a posting, the Employer shall fill the position by going to the next qualified applicant if there is one. Otherwise, the position shall be re-posted.

#### **6.04 REASONS**

- (a) The Employer will send an e-mail to each unsuccessful applicant notifying them that either:
  - (1) the employee has been screened out for a position due to not meeting the minimum qualifications; or
  - (2) the employee met the minimum qualifications for the position but did not receive an interview due to the number of qualified applicants.
- (b) The Employer shall, upon request, give each unsuccessful applicant for a position the reasons why the employee was unsuccessful and shall advise what that person might do to improve job opportunities in the future.

#### **6.05 COMMENCEMENT IN NEW POSITION**

When possible, an employee appointed to a new position as a result of a job posting will commence in the new position no later than fourteen (14) calendar days following being advised of the appointment. Where the Employer requires an employee to remain in the employee's previous position for a longer period due to operational requirements, the employee will nonetheless commence receiving any higher compensation associated with a new position. This Article 6.05 will not apply where the posting sets out a specific start date or that the start date will take effect upon an event or circumstance occurring.

#### **6.06 TEMPORARY APPOINTMENTS**

- (a) Vacancies may be temporarily filled at the discretion of the Employer without posting where such vacancy will be for less than one hundred and eighty (180) calendar days. Any further extensions require the written agreement of the Union.
- (b) Where no employee agrees to accept a term position of less than ninety (90) days, the Employer may appoint an employee unless the employee has a reasonable excuse for not accepting the term position. A reasonable excuse shall include the inability to rearrange childcare or the inability to arrange for reasonable transportation.
- (c) A vacancy of one hundred and eighty (180) calendar days or more will be posted as per Article 6.01. If the incumbent employee will be returning to the vacant position or if the incumbent employee is on a leave provided for in the collective agreement, the posting

shall be for a temporary replacement.

- (d) Where the Employer requires an employee's specific skills or expertise at a branch, an employee may, with their consent, be transferred to an alternate work location for a period not to exceed one hundred and eighty (180) calendar days.
- (e) Where an employee's term is discontinued prior to its end date, the employee will receive as much notice as possible, and no less than:
  - (1) forty-eight (48) hours where the employee has been in the term for less than one hundred and eighty (180) days;
  - (2) five (5) days where the employee has been in the term one hundred and eighty (180) days or more.

## **6.07 WORK LOCATION**

- (a) Each position will have one (1) regular work location.
- (b) Notwithstanding Article 6.07(a), rather than post two (2) or more part-time positions at separate work locations, a full-time position may be posted with two (2) regular work locations.
- (c) Employees are responsible for their own transportation to their regular work location(s) for the beginning of their shift and from their regular work location(s) at the end of their shift.
- (d) A shift on a workday will not be split between two (2) or more locations unless Articles 8.09 and 11.14 are applied.
- (e) Where the Employer transfers a position from one HRL location to another HRL location, the Employer shall offer the transfer to employees who do the same job at the original location in order of seniority. Where no employee voluntarily accepts the transfer, the most junior employee who does the same job shall be given seven (7) calendar days to decide if they wish to accept the transfer or to exercise their rights under Article 7.06. Where the employee decides to exercise rights under Article 7.06, any employee affected will be given notice pursuant to Article 7.05(g) and such employee will be permitted, at their option, to exercise their rights pursuant to Article 7.06, or, if the employee is at the same classification level as the position initially transferred, to accept the position that was transferred. The Employer shall not transfer a position for the purpose of avoiding posting a vacancy.
- (f) Notwithstanding Article 6.07(e), the Employer may transfer the staff of an entire branch, department or unit less than twenty (20) kilometres, one way, to the new location. Notwithstanding the foregoing, the Employer may transfer the staff of an entire branch, department or unit from Lower Sackville to Halifax Peninsula or vice-versa.

- (g) The work location for Event Services employees will be the Halifax Central Library; however, employees may be required to attend events and programs at other locations.

#### **6.08 PROBATIONARY PERIOD**

- (a) Every new employee shall initially be hired for a probationary period of one hundred and eighty (180) calendar days under appropriate supervision during which time the employee may be dismissed if the employee has not performed to the work standards established by the Employer. Such standards shall be reasonable for the work to be done. The employee shall receive a written evaluation at least sixty (60) calendar days prior to the end of the probationary period. The Employer shall give reasons for dismissal in writing to any employee who does not successfully complete the probationary period.
- (b) Notwithstanding anything else in this Article 6.08, the Employer may extend the probationary period by ninety (90) calendar days. In such a case, the Employer shall provide written notice of the improvements required in the employee's performance or that, because of the employee's absence(s) during the original probationary period, a longer period of time is needed to assess their performance.
- (c) A new employee, including a temporary employee, must serve the probationary period as set out in Article 6.08(a) and (b) above in the position for which the employee was hired before having their application considered for other positions.
- (d) Notwithstanding Article 6.08(c), where no bargaining unit member has been a successful applicant after following the order of consideration set out in Article 6.03, probationary employees will be considered for positions on the same basis as external applicants. Where a probationary employee is the successful applicant for a position under this Article 6.08(d), the employee must re-start the probationary period as set out in Article 6.08(a) and (b) and serve the probationary period in one (1) position before being declared as having satisfied the new employee probationary period.
- (e) A temporary employee who has completed the probationary period in accordance with the other provisions of this Article 6.08 will not be required to serve an additional probationary period if the employee is hired permanently.

#### **6.09 TRIAL PERIOD**

- (a) The successful applicant for a posting shall be given a trial period of ninety (90) calendar days under appropriate supervision. Conditional on satisfactory completion of the trial period, the employee shall be considered permanent in the position after the period of ninety (90) calendar days. In the event the applicant proves unsatisfactory in the position or states in writing that they wish to return to their former job or status, the employee shall be returned to their former position or status without loss of seniority and at a wage or salary not less than the employee was previously paid for that position. Any other

employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to their former position or status in a similar manner. This right to return to an employee's former position shall also apply to members of the bargaining unit who are transferred, promoted or appointed to a non-bargaining unit position.

- (b) Notwithstanding the foregoing, the trial period shall be extended by the length of any absence in excess of five (5) consecutive working days.
- (c) A trial period may be extended by thirty (30) additional days with the written agreement of the Union.
- (d) The trial period does not apply where an employee has bumped into a new position under Article 7.06.
- (e) Where an employee fails to complete a trial period, the provisions of Article 6.03(e) may be extended by the length of the trial period to fill the position.

#### **6.10 MORE THAN ONE POSITION**

- (a) Part-time employees may hold more than one part-time position unless there is a conflict of hours. No employee may be regularly scheduled for more than seventy (70) hours per two-week pay period. Any conflict of hours must relate only to the regularly scheduled hours of each position and no consideration will be given to the Employer's desire that an employee be available for extra work as it arises.
- (b) Part-time schedules are subject to change and a part-time employee holding more than one position may have to choose between their positions if the schedules come into conflict. The Employer shall make reasonable efforts to accommodate an employee's hours in their positions.
- (c) Event Services employees may not hold more than one position with the Employer.

#### **6.11 ADDITIONAL DESIGNATED HOURS**

- (a) Prior to posting a part-time position of less than twenty (20) hours per week within a Branch or Department, the Employer shall give consideration as to whether its operational requirements can be met by increasing the designated hours of one or more current part-time employees. Where the Employer determines that it will increase the designated hours of one or more current part-time employees, it shall offer the additional hours within the appropriate classification(s) within the Branch or Department to the number of employees determined by the Employer. Seniority shall be one of the factors considered in determining the allocation of additional hours.
- (b) Provided there is agreement between the Employer and the Union and, if applicable, the

employee involved, two (2) or more part-time positions may be combined into one (1) position with two (2) regular work locations, in which case Articles 6.07(c) and (e) will apply.

## **ARTICLE 7 - CHANGES IN STAFFING**

### **7.01 NOTICE OF CHANGE IN STAFFING**

- (a) The Union and employees potentially affected shall receive actual notice of the following staffing changes:
- (1) new positions;
  - (2) new classifications;
  - (3) reductions in staff complement;
  - (4) significant changes in duties.
- (b) Except where a longer notice period is required by another provision of this collective agreement, the notice required under Article 7.01(a) shall be provided, where feasible, forty-five (45) calendar days prior to making the change.
- (c) The Employer recognizes the desirability of maximizing the number of full-time positions and positions qualifying for group benefits, and will make reasonable efforts to maintain the number of such positions that existed at the time this collective agreement was signed. Where the Employer determines that a vacant full-time position or position qualifying for group benefits will be broken into one or more positions with fewer hours, the Employer will notify the Union in writing of the reasons for the decision.
- (d) If the Employer changes an employee's duties to include the use, operation or application of new technology that was not previously required for the position, where feasible, it will provide training to the incumbent on the new technology.

### **7.02 BARGAINING UNIT WORK**

Non-bargaining unit employees of the Employer shall not perform bargaining unit jobs or work where it would lead to the reduction of regular hours or pay of any bargaining unit member or a reduction in the size of the bargaining unit. Without limiting the foregoing, non-bargaining unit employees of the Employer may perform bargaining unit work in irregular and unanticipated circumstances such as the unexpected temporary absence of a bargaining unit member, during training or coaching, if the work is incidental, during an emergency or where there are an exceptional number of customers.

### **7.03 VOLUNTEERS**

The Employer may use volunteers so long as such use does not result in the transfer, displacement or layoff of any member, the downgrading of any member's classification,

the loss of regular hours to any member of the bargaining unit or a reduction of the size of the bargaining unit. A volunteer is a person who is not included in the bargaining unit and who does not receive remuneration for work done for the Employer other than reimbursement for expenses and a token of recognition.

#### **7.04 CONTRACTING OUT**

The Employer shall endeavour to do work with its own employees. Where the Employer determines that contracting out is reasonably necessary, it shall provide the Union and employees possibly affected with at least thirty (30) calendar days' notice and shall provide its reasons for contracting out and give the Union an opportunity to respond. Contracting out by the Employer will not result in the dismissal, layoff or reduction in pay of any bargaining unit member. Where contracting out results in displacement, the provisions of Article 7.06, with the exception of notice periods in excess of seven (7) calendar days, will apply. Where any employee exercising their options pursuant to Article 7.06 has a position available to them at their own pay, including a posted position, but instead chooses layoff, the Employer will be deemed to have satisfied the provisions of this Article 7.04. Positions created by the Employer to satisfy the provisions of this Article 7.04 shall not be deemed vacancies and shall not be required to be posted pursuant to Article 6.

#### **7.05 CONDITIONS FOR LAYOFF**

- (a) Where it becomes necessary to make staff reductions in the bargaining unit, the Employer shall consider reducing by attrition wherever possible, and only thereafter shall displacement or layoff be used.
- (b) Where a position has been reduced in hours, the employee in the position may choose to accept the reduced hours or exercise their rights under Article 7.06.
- (c) An employee may only be laid off or displaced due to the discontinuation of a function system-wide, the closure of a service outlet or a reduction in overall library funding. The Employer shall give at least forty-five (45) calendar days general notice, in writing, of the reasons for layoff and displacement, to the Union and employees.
- (d) Employees in the position of Adult ELL Program Coordinator or Adult Literacy Program Coordinator may, in addition to the reasons set out in Article 7.05(c), be laid off or displaced due to the discontinuation of the grant, a reduction in grant funding, or a need to reallocate a service or hours to an alternative location. Where feasible, the Employer will give at least forty-five (45) calendar days' general notice, in writing, of the reasons for layoff and displacement, to the Union and employees.
- (e) Within fifteen (15) calendar days of giving a notice of layoff or displacement, in accordance with Article 7.05(c), the Employer shall meet with the Union to discuss a means of avoiding or minimizing the displacement or layoff and the effects thereof.

- (f) Provided the Employer and the Union and the employee involved agree, where an employee is being laid off or displaced and the Employer is:
  - (1) willing to create a new position; or
  - (2) willing to add hours or otherwise adjust an existing position that is vacant; or
  - (3) aware of an upcoming vacancy;

for which the employee to be laid off or displaced would be qualified and that is at the same or a lower level, the employee may be appointed to the vacancy, thereby avoiding the bumping process. Use of this Article is deemed not to be a violation of any provision of the collective agreement.

- (g) The Employer shall provide specific notice to those employees who will be laid off or displaced at least twenty-one (21) calendar days in advance of the layoffs or displacements commencing. During the twenty-one (21) days following specific notice being provided, employees shall be permitted to explore their options for bumping. The Employer shall provide a timely response to all inquiries pertaining to job specifications, including minimum qualifications, hours of work and duties.
- (h) During the portion of the year that a seasonal employee is not working, a seasonal employee will be considered on layoff, subject to the following:
  - (1) Articles 7.05 and 7.06 will not apply.
  - (2) Upon request, a Record of Employment will be issued at the beginning of the period of layoff.
  - (3) Employees will maintain and continue to accrue service and seniority.
  - (4) Subject to the terms of the Benefits and Pension plans, eligible employees will bear the total cost of any benefits and pension continued during the period of layoff but will be ineligible for Long-Term Disability coverage. Group benefits must be maintained throughout the period of layoff with post-dated cheques received by Human Resources prior to the commencement of the layoff. Where an employee chooses to continue Pension contributions during the period of layoff, the employee must provide post-dated cheques to Human Resources prior to the commencement of the layoff.

## **7.06 LAYOFF PROCEDURE**

- (a) During the twenty-one (21) day notice period, the most senior employee to be laid off or



displaced shall choose to:

- (1) bump a junior employee subject to Article 7.07; or
  - (2) go on layoff and then exercise their rights under Article 7.08.
- (b) Upon the most senior employee making their decision, the next most senior employee to be laid off or displaced shall have seven (7) calendar days to choose their option in accordance with the foregoing. The procedure shall continue in order of seniority with each employee receiving at least seven (7) calendar days to make their choice following the previous employee's decision. Failure to exercise bumping rights within the seven (7) calendar days shall result in layoff. Employees who are ill or on leave may assign a proxy.

## **7.07 BUMPING REQUIREMENTS**

- (a) A displaced, permanent full-time employee may bump any employee with less seniority in the same or a lower classification. A displaced, permanent part-time employee may bump any temporary, part-time or seasonal employee in the same or a lower classification subject to the following:
- (1) a permanent part-time employee who has not previously worked sufficient hours per week to participate in the medical benefits and LTD benefits plans may not bump an employee who, at the time of the layoff or displacement, participates in such plans;
  - (2) a permanent part-time employee may not bump a permanent employee who works in a position having five (5) or more designated hours of work per week than the employee who is choosing to bump.
- (b) In order to bump a junior employee, the senior employee must have the education and experience qualifications for the position and must have the ability to perform the new job within three (3) months of being in the position.
- (c) For the purposes of bumping:
- (1) employees shall be deemed to have the education and experience for their original positions; and
  - (2) employees in classification levels two (2) and three (3) shall be deemed to be in the same classification; and
  - (3) employees on leave and permanent employees temporarily working in a term position may be bumped as though they were occupying their regular position; and

- (4) if an employee bumps into a permanent position in which a permanent employee is temporarily working, the temporary position shall be summarily terminated; and
- (5) an employee may only bump into a term position if there is more than three (3) months remaining in the term, but shall not have the right to bump again at the end of the term; and
- (6) temporary employees cannot bump; and
- (7) for the purposes of bumping, the designated hours for seasonal employees will be annualized relative to full-time equivalent hours; and
- (8) positions identified by the Employer as blended shall be considered one position at the highest classification level of the component positions. Sunday Supervisors shall be considered to be in blended positions for the purposes of bumping.

#### **7.08 RETURN FROM LAYOFF**

- (a) An employee who is on layoff shall be permitted, but not required, to apply for vacant positions in accordance with this collective agreement. No new employee will be hired until all laid off employees are given the opportunity to fill positions for which they have the education and experience qualifications. The Employer shall notify laid off employees of vacancies. However, a laid off employee is responsible for keeping the Employer notified of their current mailing address, telephone number and, if applicable, e-mail address.
- (b) Notwithstanding Article 7.08(a), if the same position from which an employee was laid off becomes permanently vacant and provided there are no more senior laid off employees wanting the position, the laid off employee shall be recalled to their position. The "same position" means a position doing substantially the same duties in the same classification in the same branch, department or unit. An employee who is recalled shall have seven (7) calendar days from receipt of the notice of recall to provide the Employer with notice that they intend to accept the job and a further seven (7) calendar days to commence work in the position. If the employee is working for another Employer, they must return to work fourteen (14) calendar days after notifying the Employer that they intend to accept the job.
- (c) An employee on layoff shall be offered all available temporary or term work that does not require a posting before work is offered to employees with less seniority provided the employee has the education and experience qualifications for the job. Laid off employees shall also be permitted to work extra hours and will be given the same priority as other employees within a branch or department, in accordance with Article 11.11. Notwithstanding the foregoing, an employee who is on layoff and who wishes to be

offered this work, must advise the Employer of their availability for such work.

- (d) An employee shall lose seniority and employment twenty-four (24) months following layoff provided that any period of temporary work shall extend the period by the amount of time worked and any period of permanent work shall end the layoff.

## **ARTICLE 8 - PAY AND CLASSIFICATIONS**

### **8.01 PAY RATES AND METHOD OF PAY**

- (a) The wage rates and classifications are as set out in Appendix "A" and Appendix "B" attached hereto and form a part of this collective agreement.
- (b) As of the ratification date of this collective agreement, Adult ELL Program Coordinators and Adult Literacy Coordinators will receive the appropriate wage rate set out in Appendix "A" and Appendix "B" retroactive to April 1, 2018. The employees will be placed on the step appropriate to their designated hours calculated from June 22, 2015
- (c) Temporary employees shall be paid at the first step of the classification level for the position which they are in. Where the position of the temporary employee is a new position that has not been evaluated and the term of the position is less than six (6) months, the Employer may, in its discretion, determine the pay for the position. Temporary positions of six (6) months or more shall be evaluated in accordance with Article 9.
- (d) Employees shall be paid bi-weekly normally on Thursday of pay week by direct payroll deposit and shall normally be provided, no later than Friday of pay week, with a statement showing all amounts paid and deducted for the period, the year to date amounts paid and deducted, and the reasons therefore. Employees may be paid by cheque when necessary.
- (e) The amount of annual Union dues and all other deductions shall be included on each employee's T-4 form (or equivalent) in the space provided. If no space is provided for any deduction a separate statement shall be provided by the Employer.
- (f) Employees will have the opportunity to utilize payroll deduction as a means of payment for purposes approved by the Employer; e.g.: fitness club memberships, savings programs, etc.
- (g) Part-time employees must indicate the option to bank time in lieu when they submit their bi-weekly hours. If part-time employees do not indicate the preference to bank their time, such time will be paid out. Full-time employees must indicate the option to be paid for time in lieu when they submit their bi-weekly hours. If full-time employees do not indicate the preference to be paid out, such time will be banked.

### **8.02 CALCULATION OF PAY**

The bi-weekly pay shall be calculated by dividing the annual pay by twenty-six (26). An hourly rate shall be calculated by dividing the annual pay by eighteen hundred and twenty-

seven (1827).

### **8.03 NEW POSITIONS**

The Employer agrees that if it wishes to establish a new position, it shall notify the Union as soon as possible and in any event prior to establishing the position. Subsequent to such notice, the wage rate for the position will be determined in accordance with the Job Evaluation Program set out in Article 9. The Employer may fill the new position and put a temporary wage rate into effect pending and subject to the final job evaluation determination. Once the wage rate is established through the Job Evaluation Program provided by this collective agreement, it will be made retroactive to the time when the new position was instituted, provided that if the temporary wage rate paid is more than the wage rate established by evaluation, the employee shall not be required to reimburse the Employer.

### **8.04 RECRUITMENT BONUS**

Where necessary for employee recruitment, the Employer may provide a new hire with a recruitment bonus. The Union will be informed of any recruitment bonuses paid.

### **8.05 RECRUITMENT OR RETENTION ADJUSTMENTS**

If the employer deems it necessary for the purpose of recruitment or retention to increase the pay rate for a position title within a classification above the wage scale set out in Appendix "A", the Employer may do so subject to the following:

- (1) The Employer will notify the Union of any such increases;
- (2) Every employee with the same position title within the same classification, whether hired before or after the increase being made, will receive the increased rate. Where an employee is on leave at the time the increased rate commences, they will not receive the increased rate until they return to work;
- (3) In addition to the increase, employees will receive all subsequent negotiated increases in Appendix "A" for their classification;
- (4) Upon providing at least six (6) months' notice in writing to the affected employees and the Union, the Employer may adjust the wage rate of a position title within a classification back to the wage rate set out in Appendix "A".

### **8.06 STEP INCREMENTS**

- (a) When an employee is initially hired, the employee shall be paid at the first step in their classification, as set out in Appendix "A".

- (b) Full-time employees or part-time employees who are regularly scheduled to work thirty-five (35) hours or more per pay period in any one position shall be moved to the next step of their pay level on the anniversary date of commencing work in the position.
- (c) Part-time employees who are regularly scheduled to work less than thirty-five (35) hours per pay period in any one position shall be moved to the next step of their pay level on every second anniversary date of commencing work in the position.
- (d) A part-time employee working in more than one (1) position shall receive step increases on all positions held on the earliest anniversary date of any of the positions held. The regularly scheduled hours in the positions shall not be added together to determine the frequency of step increases.
- (e) A permanent employee who works temporarily in a position and moves permanently to the same position without a break shall have the date they commenced temporarily as their anniversary date.
- (f) For the purpose of steps, the designated hours for seasonal employees will be annualized relative to full-time equivalent hours.

#### **8.07 STEP ON NEW APPOINTMENT**

- (a) If an employee is appointed, promoted or transferred to a position in a higher pay level, the employee shall be placed at the step in the higher paid position which will provide at least a four percent (4%) increase over the wage of the highest-paid position held by the employee immediately prior to the appointment, promotion or transfer. Except in the case of a part-time employee where Article 8.06(d) applies, the date the employee commences work in the new position will become the employee's new anniversary date for the purpose of step increases.
- (b) Except in the case of a part-time employee where Article 8.06(d) applies, an employee appointed or transferred to a position in a lower pay level shall remain at the same step and retain the same anniversary date as the employee held in their original position.
- (c) If an employee is appointed or transferred to a position in the same pay level, the employee shall remain at the same step and retain the same anniversary date as they held in their original position.

#### **8.08 WORK IN ANOTHER CLASSIFICATION**

- (a) The Employer may, subject to Article 6, temporarily assign an employee the work of another classification.
- (b) An employee required to do work in a lower paid classification than their own shall be paid at their regular rate of pay. An employee who agrees, on a voluntary basis, to work a shift

or shifts at a lower classification shall be paid at the rate of the lower classification at the same step as they are paid in their regular classification.

- (c) An employee assigned the work of a higher classification pursuant to Article 8.08(a) shall be paid the step in the higher classification which will provide at least a four percent (4%) increase over their present wage for all time worked in the higher classification. No employee's performance appraisal will be adversely affected by any work performed in the higher classification pursuant to this Article 8.08.
- (d) Any employee left in charge of a building during open hours for a period of two (2) or more hours shall be paid at a minimum of their step for Level 7 for the hours they were in charge of the building.
- (e) An Event Services employee left in charge of an event during closed hours at a branch for a period of two (2) or more hours shall be paid at a minimum of their step for Level 7 for the hours they are in charge of the event. Where two (2) or more Event Services employees work the same events, such work will be distributed equitably among employees to the extent possible.

#### **8.09 TRAVEL ON EMPLOYER BUSINESS**

- (a) An employee who is authorized and agrees to use their vehicle for HRL purposes shall receive payment of forty-six cents (\$0.46) per kilometre plus any expenses such as parking or toll charges. If, under the travel policy of the Halifax Regional Municipality, the rate for vehicle usage increases to an amount greater than forty-six cents (\$0.46) per kilometre, then employees shall receive the higher rate.
- (b) Where an employee is required to report to a location other than the employee's regular work location, the Employer shall provide a vehicle or reimburse the employee for the cost of round-trip transportation between the regular work location and the assigned location. The mode of transportation is subject to Employer approval.
- (c) Where an employee uses their own vehicle pursuant to this Article 8.09, the employee shall be compensated for any mileage over and above what would have been incurred for the employee's round-trip from their home to their regular work location.

#### **8.10 TRAVEL OUTSIDE HRM**

- (a) Any employee traveling on Employer business outside of HRM over meal hours, will receive, in addition to transportation and lodging expenses, an allowance for meals in the following amounts:

Breakfast: thirteen dollars (\$13.00), if traveling at 7 a.m. or earlier;

Lunch: fifteen dollars (\$15.00), if away from the regular place of work from noon to 2 p.m. inclusive;

Supper: twenty-seven (\$27.00), if away from the regular place of work from 5 p.m. to 8 p.m. inclusive.

- (b) The total anticipated allowance will be granted to the employee before departure if the amount is over fifty-five dollars (\$55.00) and the request is made in advance. Upon return, the employee will be required to account for use of the per diem allowance through receipts or a statement of expenses and will return any unused portion.
- (c) If, under the travel policy of the Halifax Regional Municipality, the allowance for meals increases to an amount greater than the allowance set out in this Article 8.10, then the employee shall receive the higher allowance.



## **ARTICLE 9 - JOB EVALUATION PROGRAM**

### **9.01 JOB EVALUATION PROGRAM (JEP)**

The Job Evaluation Program (JEP), including the Job Evaluation System Manual, the weightings and the bandings, may only be amended by agreement, in writing, of the Union and the Employer.

### **9.02 JOB EVALUATION COMMITTEE**

- (a) The JEP shall be carried out by a Job Evaluation Committee (JEC). The JEC shall consist of up to five (5) representatives appointed by the Employer and up to five (5) representatives appointed by the Union. The Union shall attempt to achieve broad-based representation by ensuring its representatives come from a variety of departments, work locations and classifications. The Union shall be permitted to have one (1) alternate who may act, at the Union's option, as a Union representative to the committee in the absence or unavailability of the regular representative. The alternate may attend other meetings as an observer to the Committee. When attending as an observer, the alternate shall have no vote.
- (b) No JEC decision will be made without the participation of at least three (3) Union representatives.
- (c) The JEC will meet a minimum of twice each year, in May and again in October, unless there is no business to conduct.

### **9.03 RIGHT TO EVALUATION**

- (a) All new positions shall be evaluated in accordance with the criteria set out in the JEP.
- (b) Where a position has been significantly changed or the JEC did not have accurate or complete information in carrying out its initial evaluation, an employee may apply for a re-evaluation of their position. The application shall be made in writing, setting out the grounds for the re-evaluation and shall be signed by the employee's supervisor and manager, who may each attach their comments regarding the accuracy of the information provided by the employee.
- (c) The JEC shall consider all applications for re-evaluation and determine if a re-evaluation is warranted and, if so, carry out the re-evaluation. An employee shall not have more than one (1) re-evaluation per year except with the permission of the JEC.
- (d) The JEC may make any inquiries of employees, supervisors or managers that it deems necessary prior to determining if a re-evaluation is warranted or in the course of completing an evaluation or re-evaluation. Decisions require unanimity of all members of

the JEC considering the application for re-evaluation or completing the evaluation or re-evaluation. Decisions must be conveyed to employees within two (2) weeks.

#### **9.04 APPEAL**

- (a) An employee who disagrees with a decision of the JEC regarding their position may, within thirty (30) days of being informed of the decision, initiate an appeal by delivering a written application to the Manager, Employee and Labour Relations or designate. The application shall set out the grounds for the appeal and shall be signed by the employee's supervisor or manager, who may attach their comments regarding the accuracy of the information provided by the employee.
- (b) Appeals shall be before the JEC but shall be chaired by a representative of the Employer who was not a member of the JEC that made the decision being appealed. At the hearing of the appeal, the employee may be accompanied by an employee of their choosing and the JEC shall ensure that the employee, their representative, their supervisor and their manager are all given the opportunity to fully present their positions.
- (c) After hearing all representations, the JEC, with the exception of the chair, shall make its decision, which requires unanimity of all members considering the appeal. Appeal decisions shall be conveyed to employees within two (2) weeks.

#### **9.05 INFORMATION TO EMPLOYEES**

Upon request, the Union and employees shall be provided with the final results of job evaluations, including those completed prior to the date of signing this collective agreement. Final results shall include the assignment of factor scores, points or values, total points and classification levels. The Union shall encourage employees with questions regarding job evaluation results to direct their questions to Union representatives.

#### **9.06 CLASSIFICATION**

- (a) Jobs evaluated or re-evaluated shall be placed in the appropriate place on Appendix "B".
- (b) When a job is placed in a higher classification as a result of re-evaluation, an employee shall receive, retroactive to the date that the JEC met to discuss the application, the pay of the higher classification at the same step. A re-evaluation will not affect an employee's anniversary date for the purposes of Article 8.06.
- (c) Where a re-evaluation is initiated by the Employer, any employee whose job is placed in a lower pay level shall continue to be paid as if the job were in the higher classification, including receiving all step increases and negotiated increases. When an employee leaves a job that has been placed in a lower pay level the job will be posted at the lower rate.

- (d) Where a re-evaluation is initiated by the employee, any employee whose job is placed in a lower pay level shall be red-circled at their current rate and will receive no increases until such time as the pay schedule meets that level of pay in the lower pay level.
- (e) A reduction in classification resulting from a re-evaluation shall not constitute a layoff or displacement.

## **ARTICLE 10 - BENEFITS**

### **10.01 GROUP BENEFITS PLANS**

- (a) Employees who are regularly scheduled to work forty (40) hours or more per two (2) week pay period shall be required to participate in the group benefit plans arranged by the Employer. Employees who are not regularly scheduled to work forty (40) hours or more per two (2) week pay period are not eligible for group benefits. For the purposes of this Article 10, positions identified by the Employer as blended positions shall be considered one (1) position.
- (b) Notwithstanding Article 10.01(a), temporary employees with terms of less than twelve (12) months are not eligible for group benefits. Temporary employees with terms of twelve (12) months or more who are regularly scheduled to work forty (40) hours or more per two (2) week pay period shall be required to participate in the group benefit plan.
- (c) The Employer will continue to provide access to group life, group medical, group dental and long-term disability plans which are at least comparable to the benefits provided to employees pursuant to the plans in place at the time this collective agreement is signed. The Employer will continue to contribute to group benefit plans on at least the same cost-share basis that it did when this collective agreement is signed.
- (d) Upon the request of either party, a Benefits Committee composed of three (3) representatives of the Employer and three (3) representatives of the Union will be established to explore and make recommendations to the parties regarding staying with the existing benefits plans or obtaining alternate coverage. Notwithstanding Article 10.01(c) and provided both parties agree in writing, alternate benefits plans may be put in place.
- (e) Provided it is in possession of such information, the Employer will promptly provide non-confidential information related to benefits that is requested by the Union.

### **10.02 PENSION PLAN**

- (a) The Employer shall continue to provide a Pension Plan for all eligible employees. The pension plan shall be the Halifax Regional Municipality (HRM) Pension Plan as properly amended by the Pension Committee from time to time.
- (b) The Employer agrees that the Pension Plan of the HRM shall not now or at any time be modified or changed in any respect, by the Employer, as it affects directly or indirectly the interests of the employees, without the express written consent of the Union or Pension Committee as provided by the terms and conditions of the plan. This Article 10.02(b) shall not restrict the scope or authority of the Employer representative to the Pension Committee, should there be one.

- (c) So long as the Pension Plan for employees is the Halifax Regional Municipality Pension Plan, the Union may appoint one (1) representative, who shall be given time off work without any loss of pay or benefits to attend HRM Pension Committee meetings as a full participant, if permitted, or as an observer. If the Union's representative is unable to attend any such meeting(s), the Union may appoint an alternate representative to attend the meeting(s), who likewise shall be given time off work without loss of pay or benefits. However, no employee shall receive premium pay for attending the meetings.
- (d) Employees who resign prior to the end of any leave and who have not made their contributions to the pension plan within two (2) weeks of their resignation will lose the option to make such payments.

### **10.03 BENEFIT INFORMATION SESSIONS**

Where operational requirements permit, an employee will be granted time off work without loss of pay or benefits to attend up to one (1) session each year where information is to be provided on the group benefits plans or the pension plan. No employee will receive premium pay for attending such sessions.

## ARTICLE 11 - HOURS OF WORK

### 11.01 WORK DAY FOR FULL-TIME EMPLOYEES

- (a) The regular scheduled working hours for full-time public service employees, with the exception of security employees, shall be seven (7) continuous hours per day exclusive of meal periods but including paid breaks, commencing no earlier than seven a.m. (7 a.m.) and concluding no later than ten-fifteen p.m. (10:15 p.m.). The Employer shall have closing procedures in place for each HRL branch that will normally allow employees closing the branch to end their shift on time.
- (b) The regular scheduled working hours for full-time support service employees, with the exception of maintenance employees, shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than eight a.m. (8 a.m.) and concluding no later than five p.m. (5 p.m.). The regular scheduled working hours for full-time maintenance employees shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than seven a.m. (7 a.m.) and concluding no later than ten fifteen p.m. (10:15 p.m.).
- (c) Notwithstanding Article 11.01(b), the Employer may change the regular scheduled working hours for employees in Information Technology, Delivery and Marketing and Communications to be the hours set out in Article 11.01(a). The Employer shall provide details of the changed schedule, including the evenings and times to be worked, at least sixty (60) calendar days prior to instituting the new schedule. In the event of such a changed schedule, the restrictions set out in Article 11.02(e) or (f), as the case may be, shall apply.
- (d) Notwithstanding the foregoing, the starting and ending times of the hours of work in all Departments may be adjusted to permit employees, on an individual basis, to be available when required by the needs of the service, provided that the Employer and the employee agree, in writing, to such change. Unless otherwise specifically stated in writing, any such arrangement shall be deemed permanent until the employee and the Employer agree to a change.
- (e) The regular scheduled working hours for full-time security employees shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than six a.m. (6 a.m.) and concluding no later than ten-fifteen p.m. (10:15 p.m.).
- (f) The regular scheduled working hours for full-time Event Services employees shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than six a.m. (6 a.m.) and concluding no later than three a.m. (3:00 a.m.). There will be a period of at least eight (8) consecutive hours between the end of one work day and the commencement of the next unless otherwise agreed by the

Employee and Employer.

## **11.02 WORK WEEK FOR FULL-TIME EMPLOYEES**

- (a) Full-time employees shall be scheduled to work seventy (70) hours in a pay period.
- (b) Unless they otherwise agree, full-time employees shall be regularly scheduled to have two (2) consecutive days off each week or to have one (1) day off one week and three (3) consecutive days off in an adjacent week. Notwithstanding the foregoing, full-time employees in Support Services shall be regularly scheduled to have Saturday and Sunday off each week.
- (c) Notwithstanding Article 11.02(b), the Employer shall provide at least sixty (60) calendar days' notice to employees in Delivery and Information Technology prior to instituting a schedule which would require those employees to work Saturdays and/or Sundays. In the event of such a change, employees in Delivery and Information Technology would not, without their consent, be required to work more than four (4) weekend days in a four (4) week period.
- (d) Notwithstanding Article 11.02(b), the Employer may change the regularly scheduled work week for employees in Delivery, Information Technology and Marketing and Communications on an occasional basis by providing at least fourteen (14) days advance notice. For the purpose of this Article 11.02(d), occasional means no more than six (6) weekends per year.
- (e) Full-time public service employees, with the exception of Events Services, security workers and maintenance workers, shall not, without their consent, be regularly scheduled to work:
  - (1) more than three (3) evenings per week;
  - (2) more than two (2) Saturday shifts in a four-week period; or
  - (3) on a Sunday.
- (f) Notwithstanding Articles 11.02(e) and 11.04(c), in branches open for five (5) hours or more on a Sunday, full-time and part-time public service employees, with the exception of Events Services, security workers and maintenance workers, shall not, without their consent, be regularly scheduled to work:
  - (1) more than three (3) evenings per week; or
  - (2) more than four (4) weekend days in a four-week period.

- (g) Where operationally feasible, full-time Event Services employees shall be regularly scheduled to have two (2) consecutive days off each week or to have one (1) day off one week and three (3) consecutive days off in an adjacent week. Full-time Event Services employees may be regularly scheduled to work evenings and week-ends (including Sundays).

#### **11.03 WORK DAY FOR PART-TIME EMPLOYEES**

- (a) The regular scheduled working hours for all part-time employees shall not commence earlier nor conclude later than the hours for full-time employees as set out in Article 11.01.
- (b) Part-time employees shall not be scheduled for less than three (3) hours per day. Part-time employees shall not, without their consent, be regularly scheduled to work more than seven (7) hours in one (1) day, exclusive of meal periods but including paid breaks.

#### **11.04 WORK WEEK FOR PART-TIME EMPLOYEES**

- (a) Subject to Article 11.15, part-time employees shall be scheduled to work a minimum of their designated hours in a pay period.
- (b) With the exception of library clerks, seasonal positions, and positions in rural branches that do not currently have twenty (20) designated hours per pay period, no vacancy will be posted with less than twenty (20) designated hours per pay period. Notwithstanding the foregoing, where it is necessary in a rural HRL location to create a position for the purpose of having backup for regular employees, the Employer may create a position which has less than twenty (20) designated hours per pay period.
- (c) Part-time employees shall not, without their consent, be regularly scheduled to work more than three (3) evenings per week. Notwithstanding any other provision of this collective agreement, no part-time employee holding more than one (1) position will be required to give up a position as a result of any changes to the provisions of this Article 11.04(c) made at the signing of this collective agreement.
- (d) Unless they agree otherwise, part-time employees shall be regularly scheduled to have two (2) consecutive days off at least every second week. Where feasible, the Employer shall provide part-time employees with two (2) consecutive days off each week.
- (e) Part-time Event Services employees may be regularly scheduled to work evenings and week-ends (including Sundays). Where operationally feasible, part-time Event Services employees shall be regularly scheduled to have two (2) consecutive days off at least every second week. Where feasible, the Employer shall provide part-time Event Services employees with two (2) consecutive days off each week.



## **11.05 SCHEDULING**

Schedules shall be developed so as to distribute evening and weekend work on an equitable basis and to maximize days off as consecutive days off. This provision will not be a restriction for an employee who has expressed a preference for evening and/or weekend work.

## **11.06 NO SPLIT SHIFTS**

There shall be no scheduled split shifts during the term of this collective agreement except in accordance with Article 11.11(c).

## **11.07 FLEXIBLE WORKING HOURS**

- (a) Notwithstanding Articles 11.01, 11.03, and 2.04 of this collective agreement, individual agreements for flexible working hours may be made by the day, the week or by the pay period where the individual employee and the employee's manager agree. Such agreements will only be entered into where the manager determines it would be operationally feasible.
- (b) No employee will receive premium pay as a result of an agreement for flexible working hours.
- (c) A flexible work arrangement may be approved on a trial basis, subject to review or modification after a specified period of time.
- (d) If either the Employer or the employee wishes to terminate an established flexible working hours agreement, a minimum of sixty (60) calendar days' written notice will be provided.

## **11.08 SHIFTS POSTED**

- (a) Employees' working hours shall be posted at least fourteen (14) days in advance. There shall be no change to the hours posted unless the employee agrees to the change.
- (b) Event Services employees' working hours shall be posted at least fourteen (14) days in advance; however they are subject to change with as much advance notice as is reasonably possible, but no less than forty-eight (48) hours' notice unless the employee otherwise agrees to the change.
- (c) An employee wishing to change a shift with another employee who does the same work may do so with the consent of the Employer, which consent shall not be unreasonably denied. The Employer shall not incur premium pay as a result of the change.
- (d) An employee who has requested leave may withdraw or change their request provided

that the Employer receives sixteen (16) days' notice in writing prior to the work schedule coming into effect. Such requests may also be withdrawn or changed after the schedule has been posted provided no other employee has been assigned to work the hours of the employee who has requested leave.

#### **11.09 MEAL BREAKS**

- (a) Employees who work six (6) or more hours in a single shift are entitled to an unpaid meal break of a maximum of one (1) hour. The length and scheduling of the meal break shall be subject to operational requirements, but shall be as close to the middle of an employee's shift as reasonably possible.
- (b) Employees who work five (5) hours or more but less than six (6) hours in a single shift are entitled to an unpaid meal break of a maximum one-half (1/2) hour. The length and scheduling of the meal break shall be subject to operational requirements, but shall be as close to the middle of an employee's shift as reasonably possible.
- (c) Employees who work less than five (5) hours in a single shift shall not receive a meal break.
- (d) An Event Services employee required to remain at the workplace during their meal break will be paid for the meal break and the time will be considered time worked.

#### **11.10 WORK BREAKS**

- (a) Employees who work six (6) or more hours in a single shift shall receive two (2) paid break periods, one of fifteen (15) minutes duration in the first half of their shift and one of fifteen (15) minutes duration in the second half of their shift. The breaks shall be scheduled subject to operational requirements.
- (b) Employees who work more than three (3) hours but less than six (6) hours in a single shift shall receive one (1) paid break of fifteen (15) minutes duration. The break shall be scheduled subject to operational requirements.
- (c) Where an employee agrees to work three (3) or more additional hours in a day in one (1) location and provided there is no more than one (1) hour between shifts, the employee will receive one (1) paid break of fifteen (15) minutes duration during that shift. The break shall be scheduled subject to operational requirements.

#### **11.11 ADDITIONAL HOURS FOR PART-TIME EMPLOYEES**

- (a) Part-time employees who want to be offered extra work shall indicate their availability to the Employer in writing, specifying hours and locations.
- (b) For extra work scheduled at a time not continuous with an employee's scheduled shift, the

employee shall be paid at their regular rate for all time worked or for three (3) hours, whichever is greater.

- (c) Notwithstanding other provisions of this collective agreement, part-time employees may volunteer to do back-to-back shifts or split shifts. The Employer shall not incur overtime or call back costs as a result of an employee receiving extra work under this Article 11.11.
- (d) Additional periods of work available at the time the work schedule is being developed as well as periods of work available subsequent to the posting of the schedule shall be offered equitably to part-time employees able to do the work.
- (e) The extra work shall first be offered to floaters until such time as the floaters reach their designated hours for two (2) pay periods, then to other part-time employees within the classification within the Department or Branch where the work is to be done. If no part-time employees are available within the classification, the work shall then be offered to employees in other classifications able to do the work within the Department or Branch. If no part-time employees within the Department or Branch are available or able to do the work, then the work shall be offered equitably to floaters who have reached their designated hours and part-time employees outside the Department or Branch.
- (f) Extra work that becomes available on the same day it is to be worked can be filled at the discretion of the Employer.
- (g) Part-time employees shall not be entitled to have a work assignment altered on the schedule so as to claim a work opportunity that subsequently becomes available.
- (h) An employee shall be deemed to have refused additional work when unavailable for work or when the Employer is unable to contact the employee for any reason. Without limiting the foregoing, an employee is considered unavailable for work when working in their regular position or in any other position at HRL.
- (i) Part-time employees may only be required to work additional periods of work without their consent if the Employer has been unable to fulfill its operational requirements from within the branch or through this Article 11.11. A part-time employee with a reasonable excuse will not be required to work an additional period of work. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care services or an excuse of a similar or urgent nature.
- (j) If extra work is cancelled without at least forty-eight (48) hours' notice, the Employer shall pay the employee for the extra hours they were scheduled to work. Notwithstanding the foregoing, an Event Services employee may, at their option, consent to a cancellation of extra work on less than forty-eight (48) hours' notice and where such consent is given, the Event Services employee will not be paid for the cancelled hours.

**11.12 BLENDED POSITIONS AND EMPLOYEES WHO HOLD MORE THAN ONE POSITION**

No new blended positions will be created following the signing of this collective agreement. A blended position is a position where an employee works at two (2) different classifications within the same position (e.g. LA6/7 Sunday Supervisor). A blended position shall be considered as one (1) position when determining schedules. However, where a part-time employee holds more than one (1) position, scheduling restrictions shall only apply to each position separately.

**11.13 OTHER EMPLOYERS**

An employee is not entitled to have their regular schedule rearranged so as to accommodate employment with another employer.

**11.14 TRAVEL TIME**

Time spent traveling on Employer business within Halifax Regional Municipality, excluding the regular commute to and from an employee's regular work location(s) shall be considered work time.

**11.15 TEMPORARY LOCATION CLOSURE**

- (a) Should the Employer deem it necessary to close a work location temporarily for occupational health and safety reasons or to carry out renovations, repairs or maintenance, the Employer will:
  - (1) give the employee a leave of absence without loss of pay or benefits; or
  - (2) reassign the employee to work at another location for the minimum of the employee's designated hours, in which case the employee shall receive their travel expenses in accordance with Article 8.09; or
  - (3) give the employee a paid leave of absence and require the employee to make up the hours when the location re-opens.
- (b) Once the Employer has directed the employee pursuant to Article 11.15(a), the employee may request to take vacation or time off in lieu to which the employee is entitled or to take unpaid leave. The Employer will, taking into account operational requirements, not unreasonably deny such requests.
- (c) Where a temporary closure occurs pursuant to Article 11.15(a), the Employer shall give employees and the Union as much notice as possible prior to the closure as to the reasons and anticipated length of the closure. Where a location closes on less than forty-eight (48) hours notice, employees shall receive their regular pay regardless of the

closure, and shall not be required to work the hours at another time or at another work location.

#### **11.16 FLOATERS**

- (a) The Employer may hire employees who, notwithstanding any other provision of this collective agreement, will not have a regular place of work. Such employees will be designated for one hundred (100) hours over two (2) pay periods.
- (b) The parties agree that floater employees are to be used for the purpose of filling in for employees who are absent or unavailable or if extra work arises. A floater employee will not be used for the purpose of avoiding posting a vacancy or creating a position nor will it result in a layoff, displacement, transfer or loss of regular hours to any member of the bargaining unit. The foregoing statement does not prevent the Employer from using a floater employee to fill a vacant position during the posting process.
- (c) Floater positions will be posted in accordance with Article 6 and may be posted as seasonal positions. Notwithstanding Article 6.10, floater employees may not hold an additional position with the Employer.
- (d) For the purposes of this Article 11.16, the metro area excludes HRL branches in Hubbards, Sheet Harbour and Musquodoboit Harbour.
- (e) Floater employees must be available to work throughout the week, including Sunday shifts and during holiday weekends. Notwithstanding the foregoing, the Employer may approve a request by a Floater to be unavailable for certain times or periods, provided that such request is made in advance and where operational requirements permit. Where a Floater has requested to be unavailable, the time will be considered as worked for the purpose of calculating whether the Employer has fulfilled its obligations with respect to the Floater's designated hours to the lesser of the hours requested to be unavailable on a given day or a maximum of five (5) hours.
- (f) Where a floater employee has been offered a shift within the metro area, the length of that shift, even if it is refused or not worked by the floater employee, will be considered as worked for the purposes of calculating whether the Employer has fulfilled its obligations with respect to the employee's designated hours.
- (g) Floaters will be offered shifts in accordance with Article 11.11(e).
- (h) Floater employees must be able to provide their own transportation within the metro area. If a floater employee agrees to work at a HRL location outside the metro area, Articles 8.09 and 11.14 shall apply.
- (i) Except where there is a conflict with the provisions of this Article 11.16, all other

provisions of the collective agreement will apply to floater employees.

**11.17 EVENT SERVICES DESIGNATED HOURS**

- (a) Event Services employees will be designated for a minimum of one hundred (100) hours over two (2) pay periods.
- (b) Event Services employees must be available to work throughout the week for scheduled events and programs. Notwithstanding the foregoing, the Employer may approve a request by an Events Services employee to be unavailable for certain times or periods or to work additional hours in another Department or Branch provided that such request is made in advance and where operational requirements permit.
- (c) Where an Event Services employee has been offered a shift, the length of that shift, even if it is refused or not worked by the employee, will be considered as worked for the purposes of calculating whether the Employer has fulfilled its obligations with respect to the employee's designated hours.
- (d) Events Services employees must have access to reliable transportation to attend work outside of regular city transit hours of operation.

## ARTICLE 12 - OVERTIME

### 12.01 OVERTIME DEFINED AND PAY FOR OVERTIME

- (a) Employees may be required to work reasonable amounts of overtime, unless the employee has a reasonable excuse for not working. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care services or excuse of a similar or urgent nature.
- (b) Unless there are exceptional circumstances, all overtime must be approved by the employee's supervisor in advance. Where exceptional circumstances exist such that approval was not granted in advance, overtime claims must be submitted to the employee's supervisor as soon as possible and not later than three (3) calendar days following the overtime worked.
- (c) Any work performed other than during the hours of work provided for in Article 11 shall constitute overtime. If an employee works alternate hours pursuant to Article 11.01(d), then overtime shall commence after those hours. Overtime shall not apply where a part-time employee has agreed to work extra hours pursuant to Article 11.11. However, overtime shall apply where a part-time employee has been required, but not agreed, to work extra hours over their regularly scheduled hours.
- (d) Except where double time (2X) is payable, overtime will be paid at the rate of one and one-half times (1.5X).
- (e) Overtime work performed in excess of four (4) hours on a regular working day or any overtime work performed on a second or consecutive day of rest when the employee worked overtime on their previous day of rest, shall be paid at double (2X) the regular rate.

### 12.02 TIME OFF IN LIEU OF OVERTIME PAY

- (a) In lieu of payment for overtime worked, an employee may choose to receive time off at the appropriate overtime rate. Within thirty (30) calendar days of the overtime having been worked, the employee and the Employer must mutually agree when the time off in lieu will be taken. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate rate within the next two (2) pay periods. The Employer may refuse an employee's requested time off in lieu where the time off is not possible due to operational requirements.
- (b) Lieu time earned under this Article 12 or any other in this collective agreement must be taken by the end of March of the following year. If such lieu time is not taken, the Employer shall pay out any amount owing within the next two (2) pay periods.

### **12.03 DISTRIBUTION AND RECORD OF OVERTIME**

- (a) Overtime shall be offered equitably to those employees in each branch or department amongst those employees who do the same work. Equitability shall not apply where the overtime work to be done is of a project nature in which case the overtime work shall be offered to the employee(s) associated with the work.
- (b) If employees within a branch or department are unavailable or wish to refuse the work or if not enough such employees are available, the Employer may offer the work to other employees.

### **12.04 OVERTIME MEAL ALLOWANCE**

Employees working overtime shall receive meal breaks in accordance with Article 11.09. Employees who work overtime through a normal meal period and in excess of three (3) hours which is continuous with their regular shift (either before or after) or, where the overtime work is not continuous with their regular shift but is in excess of four (4) hours, shall be paid a meal allowance of ten dollars (\$10.00). Where the overtime work continues beyond four (4) hours, employees shall be paid an additional meal allowance of twelve dollars (\$12.00) for every four (4) hour period beyond the first four (4) hours.

### **12.05 MAXIMUM WORKING HOURS AND WORK BREAKS**

Except for emergencies, which must be declared pursuant to the *Emergency Measures Act*, no employee shall be required or permitted to work in excess of sixteen (16) consecutive hours or sixteen (16) hours in any twenty-four (24) hour period. After sixteen (16) hours an employee shall be given at least an eight (8) hour rest period and shall be paid for any regular working hours which fall within this rest period at their regular straight time rate. Employees working overtime shall normally receive at least a ten (10) minute paid work break every two (2) hours.



## **ARTICLE 13 - STAND-BY**

### **13.01 "STAND-BY" DEFINED**

"Stand-by" means any time outside an employee's regular working hours when that employee is scheduled to be available to report to work within one (1) hour of being contacted or scheduled to be available to respond to telephone inquiries within fifteen (15) minutes of being contacted.

### **13.02 PRE-CONDITIONS FOR STAND-BY**

- (a) The Employer shall only schedule stand-by in circumstances where, by the nature of the service provided, it is reasonably necessary.
- (b) An employee on stand-by shall be provided with a pager or cellular phone at no cost to the employee.

### **13.03 DISTRIBUTION AND SCHEDULE**

- (a) Where it is determined that stand-by is reasonably necessary, stand-by shall be distributed equitably among employees in the job.
- (b) No employee shall be required to be on stand-by for more than two (2) weeks in every four (4) week period except in extraordinary circumstances or where the employee otherwise consents.

### **13.04 STAND-BY PAY**

- (a) An employee on stand-by shall be paid for the period on stand-by in addition to any other pay and whether or not the employee actually performs any work.
- (b) Except for employees in Information Technology, an employee on stand-by shall be paid:
  - (1) one (1) hour at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's regular working days;
  - (2) two (2) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's days of rest or on a holiday.
- (c) Employees in Information Technology who are on standby shall, as part of their standby responsibilities, be required to respond to telephone inquiries from other HRL employees and to have available a telephone line for remote access to the HRL network. An

Information Technology employee on standby shall be provided with a cellular phone and portable computer during the time the employee is on standby, at no cost to the employee. An Information Technology employee on standby shall be paid as follows:

- (1) one and one-half (1/2) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's regular working days;
  - (2) three (3) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's days of rest or on a holiday.
- (d) The twenty-four (24) hour period shall commence at a time agreed pursuant to Article 13.02 and shall end twenty-four (24) hours later and shall include time worked during regular hours, time worked at overtime or call-out rates and time spent not working but available for work.

#### **13.05 HOLIDAYS**

An employee who is on stand-by for any part of a holiday included in Article 15 shall, in addition to stand-by pay in accordance with Article 13.04, receive another day off in lieu of the holiday or, if the employee chooses, another day's pay.

## **ARTICLE 14 - CALL OUT PAY**

### **14.01 CALL OUT DEFINED**

Call out occurs when an employee is required to work at some time other than the employee's regularly scheduled hours. A change in the regular schedule does not constitute a call out. Additional time which is continuous with the employee's regular hours, either before or after the employee's regular shift, is overtime and not call out. Call-out does not occur where a part-time employee accepts additional hours pursuant to Article 11.11.

### **14.02 MINIMUM PAY**

An employee called out shall be guaranteed a minimum of three (3) hours pay at their prevailing overtime rate for each occurrence or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. Notwithstanding the foregoing, an employee in Marketing and Communications who is called out shall be guaranteed a minimum of one (1) hours pay at their prevailing overtime rate for each occurrence or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. If an employee is called out and the shift is cancelled for whatever reason by management, with less than forty-eight (48) hours notice, the employee shall be paid for two hours at their prevailing overtime rate.

### **14.03 WORK OFF SITE**

When an Information Technology employee is on standby pursuant to Article 13 they shall not be paid call out pay for work performed for which the employee does not have to report to an HRL designated site.

## **ARTICLE 15 - HOLIDAYS**

### **15.01 HOLIDAYS**

The following shall be paid holidays for all employees:

- (1) New Year's Day
- (2) Nova Scotia Heritage Day
- (3) Good Friday
- (4) Easter Monday
- (5) Victoria Day
- (6) Canada Day
- (7) Civic Holiday or, if there is no Civic Holiday, the first Monday in August
- (8) Labour Day
- (9) Thanksgiving Day
- (10) Remembrance Day
- (11) Christmas Day
- (12) Boxing Day
- (13) Any other day appointed by the Government of Canada, Government of Nova Scotia, or the Halifax Regional Municipality as a general holiday.

### **15.02 EASTER SUNDAY, CHRISTMAS EVE AND NEW YEAR'S EVE**

Halifax Regional Library shall close on Easter Sunday and at 1 p.m. on Christmas Eve and New Year's Eve. All employees who would regularly be scheduled to work on Easter Sunday and after 1 p.m. on Christmas Eve or New Year's Eve shall suffer no loss of pay, benefits or vacation. Employees who would not be regularly scheduled to work on Easter Sunday and after 1 p.m. on Christmas Eve or New Year's Eve shall not be entitled to pay or time off in lieu for those days.

### **15.03 HOLIDAY PAY AND TIME OFF FOR FULL-TIME EMPLOYEES**

- (a) All full-time employees shall receive the holidays listed in Article 15.01 off with pay unless the employee is on leave without pay. Employees on union leave for which the union reimburses the Employer shall be paid holiday pay.
- (b) Where a holiday listed in Article 15.01 falls on a Saturday or Sunday, HRL shall observe the holiday on the following Monday (and Tuesday in the event of Christmas and Boxing Day falling on a Saturday and Sunday). Full-time employees who would regularly be scheduled to have the Saturday or Sunday as their day of rest and to work on the following Monday will receive the following Monday (and Tuesday, as the case may be) off as the holiday.
- (c) Where both the holiday and the day on which HRL observes the holiday fall on a full-time

employee's days of rest, then the employee shall be entitled to another day off work as the holiday at a mutually agreed time.

- (d) Where an employee is scheduled to work on the holiday and the day on which HRL observes the holiday, the employee shall receive both days off without loss of pay or benefits.
- (e) Within thirty (30) calendar days of lieu time being earned under this Article 15, the employee and the Employer will mutually agree when the lieu time will be taken. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate rate within the next two (2) pay periods. The Employer may refuse an employee's requested time off in lieu where the time off is not possible due to operational requirements. Lieu days may be taken up to two (2) days in advance of the holiday.
- (f) Lieu time earned under this Article 15 must be taken by the end of March of the following year. If such lieu time is not taken, the Employer shall pay out any amount owing within the next two (2) pay periods.

#### **15.04 HOLIDAY PAY FOR PART-TIME EMPLOYEES**

- (a) All part-time employees shall, unless they are on leave without pay, be paid for the holidays listed in Article 15.01 at an amount equal to:
  - (1) their regular scheduled hours for the day which they would have worked but for the holiday; or
  - (2) if the part-time employee would not be regularly scheduled to work on the holiday, the total number of hours paid in the previous twenty-eight (28) calendar days divided by twenty (20). The Employer shall pay this amount within two (2) pay periods following the holiday.
- (b) Part-time employees on union leave for which the union reimburses the Employer shall be paid holiday pay.
- (c) Where a part-time employee is scheduled to work on a day on which HRL is closed to observe a holiday, the employee shall receive the day off without loss of pay or benefits.

#### **15.05 WORK ON A HOLIDAY**

- (a) Any authorized work performed on a holiday listed in Article 15.01 shall be paid for at the rate of double time (2X), or shall be taken as time off in lieu, also at double time (2X). Within thirty (30) calendar days of lieu time being earned under this Article 15, the employee and the Employer will mutually agree when the lieu time will be taken. If such time off cannot be mutually agreed, the employee shall be paid the appropriate rate within the next two (2) pay periods. The Employer may refuse an employee's requested time off

in lieu where the time off is not possible due to operational requirements.

- (b) An employee who works on any of the holidays listed in Article 15.01 shall receive pay as described in Article 15.05(a) in addition to pay as described in Article 15.03 or 15.04, as the case may be.
- (c) Event Services employees required to work on any of the holidays listed in Article 15.01 will receive pay or time in lieu as set out in Articles 15.05(a) and (b).

#### **15.06 OTHER RELIGIOUS HOLIDAYS**

Employees wishing to observe religious holidays have the option of taking vacation, lieu time, unpaid leave, or making an agreement with their supervisor to reschedule time within the pay period. Employees shall notify the Employer of the wish to observe a religious holiday by February 15 of each year, or if hired after that date, as soon as possible.

#### **15.07 CHRISTMAS LEAVE FOR ADULT ELL AND LITERACY COORDINATORS**

Adult ELL Program Coordinators and Adult Literacy Program Coordinators are required to take a two (2) week unpaid leave during the Christmas holidays as determined by the Employer. The Employer will provide employees with as much notice as possible of the dates of the two-week leave. Any holidays set out in Article 15.01 that occur during the leave will not be paid.

## ARTICLE 16 - VACATIONS

### 16.01 VACATION ENTITLEMENT FOR FULL-TIME EMPLOYEES

The vacation year is defined as the calendar year. Full-time employees shall receive an annual vacation with pay in accordance with the following:

- (1) Less than one (1) year of service - seven (7) hours for each month or major part thereof of service in the calendar year of hiring;
- (2) Commencing at the beginning of the year in which the employee attains one (1) year of continuous employment and continuing up to and including five (5) years, employees shall be entitled to one hundred and five (105) hours paid vacation;
- (3) Commencing at the beginning of the year in which the employee attains six (6) years of continuous employment and continuing up to and including twelve (12) years, employees shall be entitled to one hundred and forty (140) hours paid vacation;
- (4) Commencing at the beginning of the year in which the employee attains thirteen (13) years of continuous employment, employees shall be entitled to one hundred and forty (140) hours of paid vacation per year plus seven (7) hours per year in excess of twelve (12) years of continuous service to a maximum of two hundred and ten (210) hours of paid vacation per year.

### 16.02 VACATION ENTITLEMENT FOR PART-TIME AND SEASONAL EMPLOYEES

- (a) Subject to Articles 16.02(b) and 16.02(d), part-time employees shall receive the same vacation entitlements as full-time employees pro-rated based on their designated hours.
- (b) Part-time employees who receive extra work pursuant to Article 11.11 or an increase in designated hours for any period less than ninety (90) days shall receive pay in lieu of vacation on that work at the rate of six per cent (6%). Notwithstanding the foregoing, part-time employees entitled to paid vacation who receive an increase in designated hours for any period of ninety (90) days or more shall have their paid vacation entitlement for the year re-calculated based on the increase in designated hours.
- (c) Part-time employees who work in the classification of Clerk, Library Assistant 1, Library Assistant 2 and Library Assistant 3 who are designated for less than twenty (20) hours per week and have fewer than two (2) continuous years of service and all seasonal employees shall receive an amount equal to six per cent (6%) of their total earnings in lieu of paid vacation leave, payable on all hours worked. Notwithstanding the foregoing, seasonal employees who would, but for this Article 16.02(c), be entitled to paid vacation in

accordance with Article 16.01(3) or 16.01(4) shall, respectively, receive an amount equal to eight per cent (8%) or ten per cent (10%) of their total earnings in lieu of paid vacation leave.

- (d) Part-time employees not entitled to paid vacation shall have the option to receive unpaid vacation leave in an amount pro-rated, based on their designated hours, and appropriate to their continuous years of service as set out in Article 16.01. Such employees shall select their vacation in the same manner as other employees.
- (e) Notwithstanding Article 16.02(c), Adult ELL Program Coordinators and Adult Literacy Program Coordinators may request unpaid vacation leave, which will be granted at the discretion of the Employer.
- (f) Temporary employees with terms of less than twelve (12) months shall receive six per cent (6%) pay in lieu of paid vacation. The Employer may also grant, in its discretion, unpaid vacation leave to temporary employees with terms of less than twelve (12) months. Temporary employees with terms of twelve (12) months or more and who are otherwise eligible will accrue vacation leave on the same basis as permanent employees.

### **16.03 TIME FOR VACATION AND NOTIFICATION**

- (a) Vacation shall be scheduled subject to operational requirements.
- (b) An employee shall be entitled to receive their vacation in an unbroken period to a maximum of four (4) weeks. An unbroken period of longer duration may be taken if it does not unduly interfere with the Employer's operation or another member's vacation.
- (c) The Employer shall notify each employee of their vacation entitlement for each year by January 31<sup>st</sup>. Upon request, an employee shall be informed of the amount of vacation entitlement remaining as of the date of the request.
- (d) Employees will be allocated vacation dates on a first-come, first-served basis. The Employer shall not unreasonably deny a vacation request. Within five (5) working days of a request having been made, the Employer will either advise the employee that it is not granting the vacation request or post notice of a tentative approval within the workplace. A more senior employee may, within five (5) working days of an employee's tentative approval being posted, make the Employer aware of a conflict in desired dates and seniority will be used to resolve that conflict. An employee may only use seniority as the determining factor for one (1) vacation period in each calendar year. Once an employee's tentative approval has been posted for more than five (5) working days without a conflict being raised, the employee's vacation approval shall be considered finalized.
- (e) Where an employee makes a request to take vacation of five (5) working days or less that will commence within ten (10) days of the request being made, the Employer may, where



operational requirements permit, grant the vacation request without posting a tentative approval in accordance with Article 16.03(d) and the granting of such vacation will not be subject to any subsequent request by a more senior employee.

- (f) Upon written notice to the Employer prior to October 1<sup>st</sup> of the current calendar year, the Employer shall permit an employee to carry over up to thirty-five (35) hours of their vacation entitlement to the following calendar year. This amount shall be pro-rated for part-time employees. The Employer may, at its discretion, permit an employee to carry over more than thirty-five (35) hours and such permission shall not be unreasonably refused. Any paid vacation not taken by December 31 because of operational requirements shall be paid out, or carried over, at the employee's option. Unpaid vacation accrued pursuant to Article 16.02(d) may be carried over in accordance with this Article 16.03(f).
- (g) All vacation not used or approved for carry over must be scheduled by October 15. Where an employee does not request vacation carry over or schedule their unused vacation by October 15, the Employer may, at its discretion and after consultation with the employee, schedule the vacation to be used, or in the case of unpaid vacation leave, the vacation shall be forfeited by the employee.
- (h) The Employer shall make its best efforts to accommodate the scheduled vacation of an employee who has changed jobs or work locations subsequent to the vacation schedule being posted. Where such accommodation is not possible, the employee's vacation shall be rescheduled at a time mutually agreed upon by the Employer and the employee.
- (i) The Employer may limit an employee from taking multiple single vacation days on the same day of different weeks where it would cause operational difficulties.

#### **16.04 HOLIDAY IN VACATION PERIOD**

When a holiday specified in Article 15.01 falls within an employee's vacation period that day shall not be considered a vacation day.

#### **16.05 VACATION RESCHEDULED FOR ILLNESS OR BEREAVEMENT**

- (a) The Employer may, upon presentation of appropriate medical documentation, reschedule and exchange for sick leave all or any part of an employee's vacation which has been or will be interrupted by serious injury or serious illness of the employee or a family member for whom family sick leave is available pursuant to Article 17.05. The employee will request such adjustment in writing to the Manager, Employee and Labour Relations or designate. The Employer shall not unreasonably refuse such a request.
- (b) Where an employee is on or scheduled to take vacation at a time when a death of an immediate family member occurs to which an employee is entitled to bereavement leave

pursuant to Article 18.01, the employee may reschedule and exchange for bereavement leave all or any part of the employee's vacation.

#### **16.06 WORK DURING VACATION**

No employee shall be required to work during their scheduled vacation period except for an employee who has changed jobs or work locations subsequent to scheduling vacation and whose scheduled vacation cannot be accommodated by the Employer in accordance with Article 16.03(h). However, should an employee agree to work when requested during their scheduled vacation, the vacation shall be rescheduled. If the vacation cannot be rescheduled at a time acceptable to the employee it shall be paid out at the end of the calendar year.

#### **16.07 PRO-RATING VACATION WHILE ON UNPAID LEAVE**

Employees shall have their annual vacation entitlement pro-rated for any periods in excess of one (1) month in which they do not receive remuneration directly from HRL. Notwithstanding the foregoing, employees on pregnancy leave shall not have their vacation pro-rated.

#### **16.08 VACATION TO WHICH AN EMPLOYEE NOT ENTITLED**

- (a) During the probationary period set out in Article 6.08, employees shall not take vacation to which they are not yet entitled unless the permission of the Employer was received at the time of hire. Upon completion of the probationary period, employees may use vacation entitlement for the current calendar year.
- (b) Employees shall not borrow vacation entitlement from future years.

#### **16.09 VACATION ON TERMINATION**

- (a) An employee who terminates their employment and does not withdraw their resignation pursuant to Article 4.08, or who is terminated for any reason and is not later reinstated or who retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 16.01. However, in the event of the employee's death, the estate shall receive full vacation entitlement for that year.
- (b) An employee who has used more vacation time and resigns, is dismissed or retires before the end of the calendar year is subject to have any unearned portion of the used vacation recovered.

**ARTICLE 17 - SICK LEAVE, MEDICAL CERTIFICATES, JOB  
PROTECTION WHILE ILL & WORKERS' COMPENSATION**

**17.01 SICK LEAVE**

- (a) For the purposes of this Article 17, "Disability", "Illness", "Sickness" and "Injury" have identical meanings and are interchangeable unless otherwise specified and "Disabled", "Ill", "Sick" and "Injured" have corresponding meanings. Disability, illness, sickness, and injury include physical and mental disability, illness, sickness, and injury.
- (b) An employee is entitled to paid sick leave in the amounts specified in this Article 17, when, due to their own sickness, the employee is unable to perform their work. Sick leave may also be taken for medical or dental appointments and treatments pursuant to Article 17.04 and for family illness pursuant to Article 17.05.
- (c) All time absent from work pursuant to this Article 17 shall be deemed to be continuous employment for all purposes unless specifically excepted.

**17.02 ACCUMULATION OF SICK LEAVE**

- (a) Full-time employees, including temporary employees pursuant to Article 2.03(c), shall accumulate sick leave in the following amounts:
  - (1) up to the end of the calendar year prior to which the employee will attain ten (10) years of service, ten and one-half (10.5) hours per month to a maximum of one thousand (1000) hours;
  - (2) from the beginning of the calendar year in which the employee will attain ten (10) years of service and thereafter, fourteen (14) hours per month to a maximum of twelve hundred (1200) hours.
- (b) Part-time employees will receive the same paid sick leave as full-time employees pro-rated based on their designated hours. Any changes in eligibility for sick leave accumulation from the previous collective agreement will commence as of the date of ratification of this collective agreement.
- (c) Part-time employees shall not receive an increase in sick leave entitlement for an increase of designated hours for any period less than thirty (30) days.
- (d) Adult ELL Program Coordinators and Adult Literacy Program Coordinators will receive the same paid sick leave as full-time employees pro-rated based on their designated hours. Notwithstanding the foregoing, Adult ELL Program Coordinators and Adult Literacy Program Coordinators may be required to make up administrative hours not worked due to illness. Such work shall be deemed not in violation of Article 2.04 or Article 11. No

employee will receive premium pay as a result of making up time in this manner.

- (e) Temporary employees who work part-time shall not be entitled to paid sick leave.
- (f) Notwithstanding the foregoing provisions of this Article 17.02, an employee who has accumulated sick leave under the provisions of collective agreements or terms of employment prior to the signing of this collective agreement, shall retain that accumulated sick leave until it is used or drops below the amounts set out in this Article 17.02.
- (g) Sick leave shall not be paid for employees unable to work overtime or additional shifts beyond their normal number of hours.
- (h) Employees shall not earn paid sick leave entitlement when not receiving remuneration directly from HRL unless specifically provided by this collective agreement.
- (i) Employees will be credited with sick leave at the beginning of each month. Sick leave entitlement shall be reduced by one hour for every hour of paid sick leave taken.
- (j) A record of sick leave entitlement accumulated and sick leave used shall be kept by the Employer and a copy of this record shall be provided to an employee upon request.
- (k) A full-time employee returning to work after receiving long-term disability benefits will, in addition to recommencing sick leave entitlement in accordance with this Article 17.02, be immediately granted a sick leave advance of ten (10) days. This amount will be pro-rated for a part-time employee based on the employee's designated hours. The advance will be recovered pursuant to Article 17.03(b).

### **17.03 SICK LEAVE ADVANCES**

- (a) Upon request, an employee with five (5) or more years of service who has exhausted their sick leave benefits will be advanced sick leave benefits to the following limits:
  - (1) if the employee has applied for long-term disability benefits, until the employee becomes entitled to or is denied long-term disability benefits;
  - (2) if the employee has not applied or does not participate in the long-term disability plan, the number of hours per month of sick leave that the employee accumulated when they went off sick times the number of years of service the employee had attained in the calendar year they went off sick.

Sick leave advances are only available where an advance of at least five (5) consecutive working days of the employee's regular schedule is needed.

- (b) Upon an employee's return to work, a sick leave advancement will be recovered at the

rate of three-quarters (3/4) of the employee's sick leave accumulation per month.

- (c) The Employer may determine that it will not grant an employee a sick leave advance until an employee's previous sick leave advances have been recovered or in a situation where an employee has had an advance within the previous twelve (12) months.
- (d) An employee who has been advanced sick leave and resigns, is dismissed or retires, is subject to having the outstanding balance of the sick leave advance recovered from their remaining pay.

#### **17.04 MEDICAL AND DENTAL APPOINTMENTS**

- (a) Where possible, employees will make medical and dental appointments and treatments outside working hours, and where not possible, at the beginning or end of their shifts. When this is not reasonably possible, the employee shall be entitled to take paid sick leave to attend the appointment but shall provide the Employer as much notice as possible. Paid sick leave taken for medical and dental appointments and treatments shall be deducted from an employee's sick leave entitlement in accordance with Article 17.02(i).
- (b) Employees may agree with their manager, or the manager's designate, on how to make up time for appointments rather than taking it from their sick leave entitlement. Such agreements shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time for appointments.
- (c) Allowable medical and dental appointments and treatments are those with, or are a referral from, a medical practitioner or dentist licensed to practice in Nova Scotia. Appointments and treatments payable by the group benefits plan are also allowable.
- (d) Provided an employee's absence from work for the purpose of attending a personal medical or dental appointment has been approved at least one (1) day in advance of the appointment, the absence will not be counted as an absence in any attendance support program carried out by the Employer.
- (e) Notwithstanding Article 17.04(a), Adult ELL Program Coordinators and Adult Literacy Program Coordinators may be required to make up administrative hours not worked due to medical and dental appointments. Such work shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner.

#### **17.05 FAMILY SICK LEAVE**

- (a) Full-time employees are entitled to take up to eighty-four (84) hours of paid sick leave per calendar year to attend to family illness. Part-time employees are entitled to family sick leave pro-rated according to their designated hours. Additional unpaid time may be granted at the discretion of the Employer pursuant to Article 18.05.

- (b) Family sick leave may also be taken to attend medical or dental appointments or treatments with a family member where the employee's attendance is necessary. Where possible, employees will make such medical and dental appointments and treatments outside working hours, and where not possible, at the beginning or end of their shifts. The employee shall provide the Employer as much notice as possible of such appointments.
- (c) Notwithstanding Article 17.05(a), Adult ELL Program Coordinators and Adult Literacy Program Coordinators may be required to make up administrative hours not worked due to family sick leave. Such work shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner.

#### **17.06 REPORTING ABSENCE AND RETURN**

- (a) An employee shall report their absence from work due to sickness to their immediate supervisor or designate as soon as reasonably possible. The employee shall, where possible, give an indication to the supervisor as to when they will be able to return to work.
- (b) Employees returning from sick leave must give at least twenty-four (24) hours' notice if absent for more than one (1) week and five (5) days' notice if absent for more than one (1) month.

#### **17.07 MEDICAL CERTIFICATES**

- (a) The Employer may request that an employee provide a certificate from the employee's qualified medical practitioner licensed to practice in Nova Scotia to confirm that the employee is absent from work because they are sick. An employee who does not have a reasonable excuse for failing to provide a medical certificate as requested will not receive pay for the day(s) absent. Where the employee's medical practitioner has not indicated a return to work date or where the employee continues to be absent beyond the return to work date provided, the Employer may request more than one such certificate during the same period of absence.
- (b) The Employer shall not unreasonably require a medical certificate.
- (c) If an employee is off work due to their own sickness or if at work but unable to perform all of their duties, and the Employer has a reasonable concern about the employee's fitness to work or continuing to work, as the case may be, the Employer may request that prior to returning to work, the employee provide, at the Employer's expense, a certificate of fitness to work from the employee's qualified medical practitioner licensed to practice in Nova Scotia. The Employer shall inform the employee of its requirement for such a certificate within a reasonable time of being advised of the employee's potential return to work.
- (d) Where an employee has requested an accommodation of a medical condition, the employee will provide sufficient medical information for the Employer to determine its obligations. Where the medical information provided with respect to an accommodation is

deficient, the Employer will provide the employee with details of the deficiency and give the employee the opportunity to provide additional medical information.

- (e) The Employer shall not be entitled to any private or confidential medical information, including a diagnosis, on any employee. The Employer shall keep confidential any private information of which it becomes aware.

#### **17.08 JOB PROTECTION WHILE ILL**

- (a) When an employee is unable to work due to sickness, the employee shall retain their right to their own position for twenty-four (24) months after the employee last attended work.
- (b) The Employer may post the absent employee's position as a term position of up to twenty-four (24) months. The term position will end upon the return of the incumbent.
- (c) The Employer may, twenty-four (24) months after the employee has been continuously absent due to sickness, declare that employee's position vacant and post it in accordance with Article 6. This shall be deemed not to be a termination of employment and the employee shall retain the right to apply for any posted position in accordance with Article 6.
- (d) The Employer may require a medical report from the employee's qualified medical doctor to show medical fitness for either a temporary assignment pursuant to Article 17.08(b) or the position the employee would fill if they were the successful applicant for a position pursuant to Article 17.08(c).
- (e) An employee who has been absent from work due to illness shall continue to accumulate service and seniority under this collective agreement until they have been absent for twenty-four (24) continuous months, after which the employee shall retain their service and seniority but not accumulate more.

#### **17.09 BENEFITS WHILE ILL**

- (a) If an employee has no sick leave accumulated and is unable to work due to sickness and will not be eligible for LTD or WCB benefits, the Employer shall cease remuneration but may, in its discretion, continue its contributions to the group benefit plans and pension plan for up to twelve (12) months provided the employee continues to pay their share of such benefits. The Employer may request medical certificates certifying illness. Notwithstanding the foregoing, if the employee chooses to upgrade their group benefit plan or pension, the employee shall be responsible for paying both their and the Employer's share of the difference in costs between the original plan(s) and the upgraded plan(s).
- (b) An employee on LTD or WCB shall continue to participate in the group benefit plans and

pension plan and the Employer shall continue to pay its share of those plans. Notwithstanding the foregoing, if the employee chooses to upgrade their group benefit plan or pension, the employee shall be responsible for paying both their and the Employer's share of the difference in cost between the original plan(s) and the upgraded plan(s).

#### **17.10 WORKERS' COMPENSATION**

- (a) An employee temporarily prevented from performing regular duties because of an occupational sickness that is covered by the *Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular, gross pay to the maximum amount permitted by the Act. Pending a settlement of the claim by the Workers' Compensation Board Claims Officer, the employee shall continue to receive regular, gross pay and benefits under this agreement subject to the extent of sick leave credits. In order to continue receiving regular salary, the employee shall assign the compensation cheque to the Employer. The usual payroll deductions will continue.
- (b) Pending a settlement of the claim by the Workers' Compensation Board Claims Officer, an employee shall receive paid sick leave to the extent of their sick leave entitlement. If the employee becomes entitled to benefits under the Workers' Compensation Act for the same period for which sick leave was taken, the Employer shall reinstate the sick leave entitlement for which it is reimbursed.

#### **17.11 SICK LEAVE DURING LEAVE OF ABSENCE**

- (a) When an employee is on leave of absence without pay, the employee shall retain their accumulated sick leave if any. Such an employee shall not be entitled to sick leave benefits provided by this Article 17 while on leave of absence without pay.
- (b) If an employee commences sick leave prior to a planned leave of absence, the employee may choose to not go on the leave and to instead have the sick leave benefits continued until the employee either uses all their sick leave credits or they qualify for long term disability benefits or Workers' Compensation benefits.



## ARTICLE 18 - LEAVES OF ABSENCE

### 18.01 BEREAVEMENT LEAVE

- (a) In the event of the death of a family member of the employee's immediate family, an employee shall be entitled to seven (7) consecutive calendar days leave of absence without loss of pay or benefits. Immediate family means an employee's spouse, parent, parents-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, child, grandchild, son-in-law, daughter-in-law, and any relative who has been residing in the employee's household. For the purposes of this Article:
- (1) Spouse includes common-law spouse and same sex spouse;
  - (2) Child includes all child-parent relationships including biological child, step-child, adopted child, foster child and ward;
  - (3) Parent includes all parent-child relationships including biological parent, step-parent, adoptive parent, foster parent and guardian;
  - (4) Sibling includes all sibling relationships including biological sibling, step-sibling, sibling by adoption, foster sibling and any other person who has a common parent with the employee;
  - (5) Grandparent includes the parent, grandparent and great-grandparent of an employee's parent;
  - (6) Grandchild includes the child, grandchild and great-grandchild of an employee's child.
- (b) In the event of the death of a family member of their extended family, an employee shall be entitled to three (3) consecutive calendar days leave of absence without loss of pay or benefits. Extended family means an aunt, uncle, nephew, or niece of an employee or of an employee's spouse.
- (c) An employee shall be granted the day of the funeral or memorial service, without loss of pay or benefits, in the event the death of any person for whom the employee is serving as a pallbearer.
- (d) An employee may be granted one-half (1/2) day without loss of pay or benefits to attend a funeral as a mourner.
- (e) An employee shall be entitled to use vacation, time off in lieu of accumulated overtime, personal leave or other accumulated leave in the event of the death of a close friend or relative for which other bereavement leave is not otherwise provided.

- (f) In the event of a death, an employee shall be entitled to only one of the leaves set out in the foregoing subsections of this Article 18.01 and shall not be entitled to combine the leaves.
- (g) An employee shall be entitled to a leave of absence of two (2) days without loss of pay or benefits to act as an administrator or executor of an estate. This time may be taken immediately following the bereavement leave or at a separate time mutually agreed upon with their manager. Verification for this leave may be required by the Employer.
- (h) Employees may apply to the Manager, Employee and Labour Relations or designate for an extension of the above times. Employees may make such requests through their managers, but the decision will be made by the Manager, Employee and Labour Relations or designate. The Manager, Employee and Labour Relations or designate shall consider travel times and any other compelling circumstances in determining whether to grant an extension. This time may be with or without pay at the discretion of the Employer.
- (i) An employee entitled to bereavement leave shall notify their supervisor of their absence from work as soon as reasonably possible. Upon returning to work following bereavement leave, an employee shall provide details on the length of absence, relationship to the deceased person and the type of bereavement leave. The Employer may require verification of the death.

**18.02 COMPASSIONATE CARE LEAVE**

- (a) An employee who has been employed with the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to a family member provided that a medical practitioner issues a certificate stating the family member has a medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (1) the date the certificate is issued; or
  - (2) where the leave begins before the certificate was issued, the day the leave begins.
- (b) The compassionate care leave may be broken into two (2) or more periods provided that each period must be of not less than one (1) week.
- (c) Compassionate care leave ends at the end of the work week during which the family member dies or twenty-six (26) weeks after the certificate was issued, whichever is earlier. If the family member dies, the employee will commence bereavement leave in accordance with Article 18.01 immediately following the conclusion of the compassionate care period.

- (d) An employee on compassionate care leave may choose to continue to participate in the group benefit plans and pension for the period of the leave on the same cost-share basis with the employer as if the employee were at work.
- (e) For the purposes of this Article 18.02, "family member" means:
  - (1) a spouse or common-law partner of the employee;
  - (2) a child, step-child, grandchild or step-grandchild of the employee or the employee's spouse or common-law partner;
  - (3) a parent, step-parent, grandparent, step-grandparent of the employee or the employee's spouse or common-law partner;
  - (4) a sibling, step-sibling, sibling-in-law of the employee or the employee's spouse or common-law partner;
  - (5) an aunt, uncle, niece, nephew, of the employee or the employee's spouse or common-law partner; and
  - (6) any other person for which an employee is entitled to take compassionate care leave under the provisions of the Nova Scotia Labour Standards Code and its regulations.
- (f) The Employer will permit an employee who requires more than eight (8) weeks compassionate care leave to use vacation, sick leave or other accumulated leaves or to take an unpaid leave of absence.

### **18.03 LEAVE FOR POLITICAL PARTICIPATION**

- (a) On the written request of the employee, the Employer shall grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections, subject to the Municipal Elections Act.
- (b) If an employee is elected in a Federal, Provincial, Municipal or School Board election and requests a leave of absence without pay for the term of office or for the period(s) that the legislative body meets, the Employer shall grant such requests. No employee shall be required to take such leave of absence unless:
  - (1) in the Employer's discretion, the employee cannot reasonably perform the employee's duties during the term of office or during the period(s) the legislative body meets; or
  - (2) a conflict of interest arises between the duties of the elected office and the

performance of the employee's duties for the Employer.

- (c) Subject to the terms of the plans, while an employee is on leave for political participation the employee may choose to continue enrollment in group benefits and the pension plan. If the employee chooses to continue in this manner the employee shall be responsible for both their and the Employer's contributions to the group benefits and pension plans while on leave without pay.
- (d) An employee on leave for political participation shall continue to accrue seniority and service for the first twelve (12) months on leave without pay and shall thereafter retain seniority and service accrued but shall not accrue more.
- (e) Employees shall not be permitted leave for political participation for more than five (5) years. Employees who choose to stay on leave for political participation for more than five (5) years shall be considered to have resigned their employment with HRL.

#### **18.04 LEAVE FOR JURY OR WITNESS DUTY**

- (a) The Employer shall grant leaves of absence without loss of pay, seniority or benefits to an employee when the employee is required by notice or subpoena to appear before a court, tribunal or like body, or to take part in a discovery of evidence.
- (b) An employee shall notify their manager promptly upon receiving a notice to appear. The Employer may require verification of the notice to appear.
- (c) The employee will be required to reimburse the Employer, to the extent of pay received from the Employer, the amount of any fees not being expenses which the employee receives for such appearances. Payment for travel, meals and other expenses shall not be reimbursed.
- (d) An employee subpoenaed, summonsed or required to appear before any court, tribunal or like body for any matter arising out of their work shall be paid travel expenses, overtime and call-out in accordance with this collective agreement, as appropriate in the circumstances. Part-time employees may be rescheduled so that their working hours include any hours during which they are required to appear or they may be required to work additional hours pursuant to Article 11.11.

#### **18.05 LEAVE FOR INDIVIDUAL REASONS WITHOUT PAY**

- (a) The Employer may grant a leave of absence without pay up to a maximum of twelve (12) months to permit an employee to attend to a personal or family matter. Employees will request such leave in writing to the Manager, Employee and Labour Relations or designate. Where such leave is necessary to alleviate hardship to the employee or the employee's family, such as serious family illness or relationship breakdown, permission for unpaid leave shall not be unreasonably refused.

- (b) The Employer may grant a leave of absence where a leave without pay is requested for reasons other than personal hardship. Employees will request such leave in writing to the Manager, Employee and Labour Relations or designate. The Employer will consider all requests for a leave of absence without pay but will give preference to those that meet the following criteria:
- (1) the length of leave is between three (3) months and twelve (12) months;
  - (2) the employee gives three (3) months' notice, if possible, but in any case at least one (1) month's written notice is given;
  - (3) except for reasons of personal hardship, the employee has not had a previous leave of absence without pay in the last five (5) years;
  - (4) the employee has not been suspended for disciplinary reasons within the last twenty-four (24) months;
  - (5) the employee has had at least five (5) years of continuous service; and
  - (6) the leave is not for the purpose of working for another employer.
- (c) Employees applying for deferred leave under Article 25 shall be given preference over those applying under Article 18.05(b).
- (d) Except in circumstances of hardship as set out in Article 18.05(a), temporary employees shall not be granted an unpaid leave of absence.
- (e) An employee on leave of absence for individual reasons without pay pursuant to Article 18.05(a) shall accrue seniority for the duration of the leave. The employee shall bear the total cost of any benefits continued during the leave.
- (f) For the same reasons as set out in Article 18.05(a), the Employer may permit an employee to work reduced hours for an established period of time up to a maximum of twelve (12) months. Employees will request such leave in writing to the Manager, Employee and Labour Relations. An employee on such leave shall be paid in the same manner as part-time employees working the same number of designated hours, but shall continue to accrue service and seniority as if they were working their regular hours of work but shall accrue vacation and sick leave on a pro-rated basis if the arrangement lasts longer than one (1) month.
- (g) Where the return to work or to regular hours is not known at the time leave or reduced hours commences, the employee shall advise the Employer of the return date or return to regular hours as soon as possible and no less than four (4) weeks before the return.

- (h) Articles 25.06 and 25.07 shall apply to employees on leave under Article 18.05.

#### **18.06 EMERGENCY LEAVE**

Employees shall be permitted leave without loss of pay or benefits to attend to an emergency. The leave will be for such time as it takes to bring the emergency under control. An emergency includes assisting in matters of ill health or accident, actual or potential loss of personal property, or other matters of similar and serious urgency. In the event of requiring emergency leave, an employee shall notify their manager as soon as possible. Employees shall not receive emergency leave where sick leave or any other type of paid leave is applicable. The Employer may request proof of the grounds for such leave.

#### **18.07 PRE-RETIREMENT LEAVE**

- (a) All employees, after ten (10) years of continuous, permanent service with the Employer, shall, upon retirement under any of the provisions of the pension plans of Halifax Regional Municipality, be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service with the Employer, up to a maximum of ninety (90) calendar days at the rate of the then current salary. "Upon retirement" means that an employee is immediately eligible to receive pension benefits. Employees hired after date of ratification shall not receive a pre-retirement leave.
- (b) An employee entitled to receive pre-retirement leave may choose to work all or a portion of the pre-retirement leave period and, where such a choice is made, shall receive a lump-sum payment for any entitlement not taken as leave.
- (c) An employee shall be permitted leave with pay to attend HRL approved retirement planning or counseling sessions.
- (d) In the event of the death of an employee, the employee's estate shall receive the equivalent of any pre-retirement leave the employee was entitled to at the time of death.
- (e) Any payment pursuant to this Article shall be in addition to any payment made pursuant to Article 10.

#### **18.08 COMMUNITY ASSISTANCE LEAVE**

- (a) Any employee who is a member of a recognized Search and Rescue group or Volunteer Fire Department shall, subject to operational requirements, be granted leave with pay to attend to emergencies to which their group has been asked to respond. The Employer may limit such leave for an employee to two (2) working days in any calendar year.
- (b) Employees who are members of recognized relief organizations and who are requested to

respond to an emergency, disaster, terrorist act or incident of a similar nature, shall be permitted leave without loss of pay or benefits to provide such assistance. An employee will make reasonable attempts to minimize such leave, and contact their supervisor on as regular basis as is possible in the circumstances to advise when the employee will be able to return to work. The Employer may limit such leave for an employee to five (5) working days in any calendar year.

#### **18.09 LEAVE TO ATTEND ASSOCIATION MEETINGS**

An employee who is a board member or executive member of an association or professional group related to their job shall, subject to operational requirements, be granted time off without loss of pay or benefits to attend membership, board and executive meetings if such meetings occur during the employee's regularly scheduled work hours. The Employer may limit such leave to two (2) employees at any one time.

#### **18.10 SECONDMENTS**

- (a) Where another employer requests that an employee work under its direction for a term appointment, the Halifax Regional Library may, in its discretion and provided the employee agrees, grant a secondment.
- (b) In all secondments, the employee will remain an employee of the Halifax Regional Library and subject to all the provisions of the collective agreement, except where the Employer, the employee and the Union agree otherwise in writing.

#### **18.11 LEAVE TO GIVE BLOOD**

Where a blood donor clinic is held on HRL premises, an employee who works at that site will not be unreasonably denied leave without loss of pay or benefits to give blood. Whenever possible, appointments shall be made outside of work hours.

#### **18.12 PURCHASED LEAVE**

- (a) Subject to the Employer's approval, a permanent full-time employee may purchase up to ten (10) days of leave per year through having the employee's pay reduced by the dollar value of the time requested in twenty-six (26) equal increments. Permanent part-time employees may purchase the same leave as full-time employees pro-rated based on their designated hours.
- (b) The leave must be taken during the period when the pay reduction is occurring. The scheduling of such leave will be subject to operational requirements but will not be unreasonably denied.
- (c) The pay reductions for one purchased leave must be completed prior to any subsequent

requests for purchased leave.

- (d) If an employee's employment ceases prior to the leave being fully taken or fully paid for, any outstanding amounts will, as appropriate, be refunded or deducted from their final pay.
- (e) Purchased leave will be granted in the same manner and on the same basis and priority as vacation.

### **18.13 CITIZENSHIP LEAVE**

An employee will be granted leave without loss of pay or benefits for the day for the purpose of attending a citizenship ceremony to receive a certificate of citizenship under the Citizenship Act (Canada).

### **18.14 OTHER LEAVES**

Where leave, paid or unpaid, is not available pursuant to a provision of the collective agreement, unpaid leave may be available pursuant to the Nova Scotia Labour Standards Code.



## **ARTICLE 19 - PREGNANCY LEAVE AND PARENTAL LEAVE**

### **19.01 RIGHT TO PREGNANCY AND PARENTAL LEAVE**

- (a) Pregnancy leave and parental leave shall be considered as a right for all employees. Employees shall be granted pregnancy leave and parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions of the *Labour Standards Code* of the Province of Nova Scotia.
- (b) Pregnancy leave and parental leave shall be deemed to be continuous employment and employees on either such leave shall continue to accrue seniority and service. Vacation and sick leave entitlement shall continue to accrue during the term of pregnancy leave but shall not accrue during the term of parental leave.

### **19.02 TIMING AND LENGTH OF PREGNANCY LEAVE**

- (a) Upon the request of the employee and presentation of a certificate by the employee's legally qualified medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected, the employee may, at their option, commence pregnancy leave at any time during a period which commences fifteen (15) weeks before the expected date of delivery and which ends on the actual date of delivery.
- (b) The request referred to in Article 19.02(a) shall indicate the date the employee wishes to commence the leave and the anticipated return date, and must be submitted four (4) weeks prior to the commencement of the leave. Where the employee cannot give four (4) weeks' notice of the leave because of circumstances beyond their control, the employee will give as much notice as possible. The employee will also give four (4) weeks' notice of their return to work.
- (c) Notwithstanding Article 19.02(b), the Employer may require that an employee begin a leave of absence earlier than the time set out therein if the employee cannot reasonably perform their duties or if the employee's work is materially affected by their pregnancy, and alternative work is not available.
- (d) Subject to Article 19.02(a), pregnancy leave shall be, at the choice of the employee, up to sixteen (16) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than sixteen (16) weeks after the pregnancy leave began.

### **19.03 SICKNESS AND ACCOMMODATION**

- (a) Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.

- (b) Where, because of working conditions, a pregnant employee is concerned about their safety or the safety of the fetus, the employee may request accommodation in another job for which they are qualified until the commencement of the pregnancy leave. The Employer may request medical documentation from the employee prior to making an accommodation. Should the Employer not be reasonably able to accommodate such a request, the employee may request an unpaid leave of absence until the commencement of the pregnancy leave. The Employer shall grant the unpaid leave within a reasonable time.

#### **19.04 TIMING AND LENGTH OF PARENTAL LEAVE**

- (a) An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province, or through guardianship where the child is a minor and residing with the employee, is entitled to an unpaid leave of absence of, at the employee's choice, up to:
  - (1) sixty-one (61) weeks where the employee has taken pregnancy leave pursuant to Article 19.02. If an employee is taking both pregnancy and parental leave, the leaves must be continuous;
  - (2) seventy-seven (77) weeks where the employee has not taken pregnancy leave pursuant to Article 19.02(a). This leave shall be continuous and must be taken within seventy-eight (78) weeks of the birth or upon arrival of the child in the employee's home;
  - (3) in the case of adoption, if any longer period is required by the adoption agency or the province, supporting documentation must be presented and arrangements for additional the leave shall be made before the leave commences.
- (b) A request for leave pursuant to Article 19.04(a) shall indicate the date the employee wishes to commence the leave and the anticipated return date, and must be submitted four (4) weeks prior to the commencement of the leave. Where the employee cannot give four (4) weeks' notice of their leave because of circumstances beyond their control, the employee will give as much notice as possible. The employee will also give four (4) weeks' notice of their return to work.
- (c) Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom 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 in their position and defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption and deferral of each parental leave.

## **19.05 BENEFITS, PENSION, AND TOP-UP**

- (a) Cost sharing of group benefit premiums while on pregnancy and/or parental leave will be done on the same basis as if the employee were at work. Prior to the commencement of the leave, the Employer shall make an arrangement with the employee for payment of all group benefit contributions for which the employee is responsible, and which the employee must or chooses to continue, through:
- (1) deductions from the employee's pays prior to the commencement of the leave; and/or;
  - (2) payment by the employee by cash or cheque in advance of, or during, the leave.
- (b) If an employee must or chooses to continue pension contributions during pregnancy leave and/or parental leave, the Employer will also continue to pay its contributions on behalf of the employee. The employee's contributions shall be made through, at the employee's options, one or a combination of, the following methods:
- (1) payments made by the employee prior to commencement of the leave or during the leave;
  - (2) deductions from any top-up if available;
  - (3) cashing out vacation accumulated if available;
  - (4) deductions from the employee's pay following returning to work.

To opt out of making pension contributions or to choose options (1), (2), or (3) above, the employee must notify Human Resources in writing prior to commencing leave of the option(s) elected. If an employee does not provide such notice, the employee will be deemed to have elected to continue making pension contributions and to have chosen option 4 and deductions will be made from the employee's pay following the employee's return to work.

- (c) An employee entitled to pregnancy leave, who provides the Employer with proof that the employee has applied for, and is entitled to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act, shall be paid a top-up in accordance with the following:
- (1) Where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to ninety-seven per cent (97%) of the employee's rate of pay (less applicable deductions) for the week of the waiting period, less any other earnings received by the employee during the

benefit period.

- (2) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-seven per cent (97%) of the employee's weekly rate of pay (less applicable deductions), 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 an employee would have been eligible if no other earnings had been received during the period.
  - (3) The pay of a part-time employee will be based on the part-time employee's designated hours.
  - (4) Where an employee becomes eligible for a negotiated pay increase during the benefit period, top-up benefits will be adjusted accordingly.
  - (5) The Employer will not reimburse the employee for any amount the employee is required to remit to Human Resources Development Canada (or other government agency) where such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income.
  - (6) Where an employee, immediately prior to taking pregnancy leave, has been in a term position for at least six (6) months for which the employee receives higher pay than the pay they receive in their permanent position, the employee's top-up benefits will be based on the pay received in the term position.
- (d) An employee entitled to leave under the provisions of the collective agreement by becoming a parent through the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province is entitled to a top-up in the same manner and subject to the same provisions as set out in Article 19.05(c) to a maximum of a one (1) week waiting period and up to ten (10) additional weeks. Any remaining entitlement to leave shall be without payment from the Employer. In the event that both adoptive parents are employed by the Employer, this provision shall have application only to one of the adoptive parents or may be shared between them.
- (e) An employee who does not continue employment for at least six (6) months following leave provided by this Article 19 shall reimburse the Employer for the cost of benefit and pension premiums and any top-up under Article 19.05(b). The amount to be reimbursed shall be pro-rated based on the length of continued employment as compared to six (6) months if the employee continues employment for less than six (6) months. Notwithstanding the foregoing, an employee who does not continue employment following leave due to their own or their child's illness or disability shall not be required to reimburse the Employer.

**19.06 RETURN FROM LEAVE**

An employee on, or returning from, pregnancy leave or parental leave shall retain their rights as outlined in this collective agreement. Upon completion of the pregnancy leave, the employee shall be placed in the same position they held prior to the pregnancy leave unless, during the pregnancy leave or parental leave, the employee was the successful applicant for another position or was displaced or laid off in accordance with the provisions of this collective agreement.

**19.07 SPOUSAL LEAVE**

Upon the birth of a child, the spouse of the person giving birth, including same sex and common-law spouse or the co-parent, shall be entitled to three (3) working days leave of absence with pay which may be taken, at the option of the employee, at any time commencing as early as the date of hospitalization or delivery and ending on the thirtieth (30th) day after the child arrives home. It shall be the employee's option whether or not to take this leave consecutively.

## ARTICLE 20 - HEALTH AND SAFETY

### 20.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION

- (a) The Employer and the Union recognize the benefits derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall co-operate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all reasonable health and safety rules established by the Employer.
- (b) The Occupational Health and Safety Act, its Regulations and Guidelines shall constitute a minimum standard of protection for employees covered by this collective agreement provided that any higher standard or increased protection provided by this collective agreement shall apply over the Act.
- (c) Except where inconsistent with this collective agreement or the *Occupational Health and Safety Act*, employees shall adhere to the HRL Occupational Health and Safety Manual.

### 20.02 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- (a) An Occupational Health and Safety Committee (OHSC) shall be established and each party shall appoint its own representatives.
- (b) The Employer shall be entitled to up to four (4) representatives on the OHSC. The Union shall be entitled to up to four (4) representatives on the OHSC and one of them may be the Business Agent. In addition to the representatives appointed to the OHSC, each party may appoint alternates for its representatives and an alternate may attend OHSC meetings and shall act in the absence or unavailability of the regular representative.
- (c) The Union will notify the Employer, in writing, of the names of its members and alternates on the Occupational Health and Safety Committee and the Employer shall notify the Union of the names of its members and alternates on the Occupational Health and Safety Committee.
- (d) The OHSC shall have two (2) Co-chairs. The Union shall appoint one (1) Co-chair and the Employer shall appoint one (1) Co-chair and the Co-chairs shall alternate the chairing of OHSC meetings as determined by the OHSC.
- (e) All correspondence, complaints, information and notices concerning the OHSC and health and safety generally shall be sent to both Co-chairs of the OHSC.

### **20.03 OHSC MEETINGS**

- (a) The OHSC shall meet at least once every month to deal with health and safety responsibilities. The OHSC may meet more often to review matters that either party views as urgent. By mutual agreement any OHSC meeting may be cancelled, postponed or adjourned.
- (b) OHSC meetings shall be scheduled during normal working hours except that in an urgent case a meeting may be scheduled or called at any time.
- (c) No OHSC member shall lose pay or benefits for time spent on health and safety matters or OHSC meetings but no overtime will be paid for any time spent meeting outside working hours.
- (d) Minutes shall be kept of all OHSC meetings. The Co-chairs shall approve a draft of the minutes, and these shall be distributed in a timely manner to all OHSC members, the Union office, the Manager, Employee and Labour Relations or designate and to each HRL location. The draft minutes shall be corrected and approved at the next regular meeting of the OHSC. The final version shall be signed by both Co-chairs.

### **20.04 REPORTING**

- (a) It shall be the duty of all employees to immediately report any unsafe working conditions to their supervisor. When such a report is made, the supervisor and the employee shall attempt to arrive at a speedy resolution of the situation. Where the supervisor has not responded reasonably the employee may, in addition to exercising any other rights available to them under this collective agreement or the *Occupational Health and Safety Act*, seek the immediate assistance of an OHSC member.
- (b) In the event of an accident or health and safety incident, the Employer shall notify a Union representative from the OHSC in a timely manner and the Union representative shall be allowed to investigate the hazardous occurrence as part of their OHSC duties. The OHSC shall receive copies of all accident reports and worker's compensation reports except for confidential medical information.

### **20.05 RIGHT OF REFUSAL**

- (a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person. Once an employee has refused, the procedures of the *Occupational Health and Safety Act* shall apply.
- (b) Where an employee refuses to work pursuant to a health and safety matter they shall immediately report the refusal to their supervisor and may request the presence of a

Union representative.

**20.06 INJURY DURING WORKING HOURS**

- (a) An employee who is injured at work or becomes ill due to work during working hours and who is required to leave for treatment or who is sent home as a result of the injury shall receive pay for the remainder of the shift at their regular rate of pay or at a higher rate if the employee is working in a higher rated job, without deduction from sick leave.
- (b) Transportation to the nearest physician, clinic or hospital for employees requiring medical care as a result of injury at work or illness due to work during working hours shall be at the expense of the Employer. The employee shall assign any payment for such expenses should they be paid by the Workers' Compensation Board.

**20.07 BUILDING AND MAINTENANCE MATERIALS AND SUPPLIES**

The Employer shall make its best efforts to provide or use the safest building and maintenance materials and supplies.



## **ARTICLE 21 - LABOUR/MANAGEMENT COMMITTEE**

### **21.01 ESTABLISHMENT**

There shall be a Labour/Management Committee (LMC) to provide a forum for exchanging information and discussing issues. Either party may disband the LMC if it is not functioning in the intended manner.

### **21.02 MEMBERS**

The Employer shall have up to five (5) representatives on the LMC. The Union shall have up to five (5) representatives on the LMC and one of them may be the Business Agent. The parties may appoint alternates to their members and the alternate may act as the representative in the absence or unavailability of the regular member.

### **21.03 MEETINGS**

- (a) The LMC shall meet at least once every two (2) months and may meet more or less often by agreement. Minutes shall be kept of all LMC meetings and distributed to LMC members within one (1) month following the regularly scheduled meeting and copies shall be sent to the Secretary of the Union and to the Manager, Employee and Labour Relations or designate and shall be posted on the intranet.
- (b) LMC meetings shall be scheduled during normal working hours and no bargaining unit member shall lose pay or benefits for time spent at LMC meetings. However, no overtime will be paid for any time spent meeting outside working hours.

### **21.04 JURISDICTION**

- (a) The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances.
- (b) The LMC may make recommendations to the Union and to the Employer.

### **21.05 PARTICIPATION**

The Employer and the Union shall each appoint a Chairperson of the LMC and the chairing of LMC meetings shall alternate between the Chairpersons as determined by the LMC.

## **ARTICLE 22 - EMPLOYEE DEVELOPMENT AND TRAINING**

### **22.01 BENEFIT OF DEVELOPMENT AND TRAINING**

- (a) It is agreed that the establishment and maintenance of employee development and training programs are beneficial to both the Employer and the employee.
- (b) The parties agree that employee development and training will be discussed at Labour/Management Committee meetings on a regular basis and recommendations made for employee development and training programs.

### **22.02 TRAINING REQUESTED BY THE EMPLOYEE**

- (a) Employees may apply to the Employer to attend conferences, seminars, workshops or other training functions of a similar nature that are intended to improve or upgrade the employee's job skills. If an employee is authorized to attend, the employee shall suffer no loss of wages or benefits for any time during the employee's regular working hours. However, the Employer shall not be required to pay for hours outside regular working hours.
- (b) Employees may apply to the Employer for costs related to training or courses relevant to employment with the Employer. The Employer may pay an appropriate portion of the costs, depending on the need for the course, the relevance to the position and available funds. For reimbursement of expenses approved by the Employer, the employee shall provide the Employer with an itemized list of expenses, with receipts where available.
- (c) Where the Employer approves payment of all or a portion of tuition for any course of longer than one (1) week, the Employer may, prior to reimbursing the employee, require proof of successful completion of the course.

### **22.03 TRAINING REQUIRED BY THE EMPLOYER**

- (a) If an employee is required, either directly by the Employer or because it is necessary to retain employment in the employee's job, to attend a training function, the employee shall suffer no loss of wages or benefits. Employees shall receive lieu time at straight time for every hour beyond their regularly scheduled hours in training or for traveling to training. Such lieu time may be taken as time off or pay in the manner described in Article 8.01(g) of this agreement.
- (b) Notwithstanding Article 22.03(a), if the Employer requires an employee to travel to training or attend training on the employee's regular day off, the employee will receive seven (7) hours of regular pay or time off in lieu of pay at straight time.
- (c) The Employer shall pay all costs associated with training and courses which the Employer

requires an employee to take or which are required as a condition of continued employment in the employee's job. These costs include, but are not limited to, registration, tuition, books and materials, travel, housing and meals where those costs are incurred as a result of enrolling in the training or course.

- (d) Employer instructions to attend training sessions should be made at least fifteen (15) days prior to the deadline for registration.

#### **22.04 EDUCATIONAL LEAVE OF ABSENCE**

- (a) The Employer may grant a leave of absence without pay for educational purposes relating to a permanent employee's present or potential employment with the Employer or for education desired by the employee. Requests for such leaves of absence will be made in writing at least one (1) month before the requested leave is to begin setting forth the duration of the leave.
- (b) An employee who takes a leave of absence for educational purposes for twelve (12) months or less, shall return to their position, or if that position no longer exists, to a position consistent with their seniority.
- (c) Where an employee takes a leave of absence for educational purposes that is anticipated to be for more than twelve (12) months or that is extended beyond twelve (12) months, the employee's position will be declared vacant and be posted in accordance with Article 6. An employee on an educational leave of absence of more than twelve (12) months will not be entitled to return to their position but will be entitled, for up to one (1) year following the completion of their educational leave, to apply for any positions as an internal applicant in accordance with Article 6.
- (d) An employee on a leave of absence for educational purposes without pay shall continue to accrue seniority for the first twelve (12) months of the leave after which the employee shall retain but not further accrue seniority. The employee shall bear the total cost of any benefits continued during the leave.

#### **22.05 LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS**

An employee shall be entitled to leave to write examinations to upgrade employment qualifications where such examinations occur during an employee's regular working hours. The employee shall notify the Employer as soon as possible upon registering for a course as to the requirement for such leave. The Employer shall determine if such leave will be with or without pay.

## **ARTICLE 23 - PERFORMANCE APPRAISALS AND ASSESSMENTS**

### **23.01 ANNUAL PERFORMANCE APPRAISAL**

- (a) There shall be an annual performance appraisal, based on reasonable standards of evaluation, of the work performance of all employees which shall be completed on the form provided by the Employer.
- (b) The employee and Employer shall exchange a written draft of the main issues to be raised at the performance appraisal at least forty-eight (48) hours in advance of meeting.
- (c) Following the meeting with their supervisor regarding the employee's performance appraisal, an employee shall be permitted at least three (3) working days in which to provide their comments in writing.
- (d) After having reviewed the comments of the employee, the Employer shall provide the employee with a copy of their completed performance appraisal.
- (e) The annual performance appraisal shall become part of the employee's personnel file and shall include the employee's comments, if any.

### **23.02 PERFORMANCE APPRAISAL COMPLAINT**

- (a) An employee who disagrees with any part of the performance appraisal may file a complaint, in writing, with the manager of the supervisor or manager who completed the performance appraisal within fourteen (14) calendar days of receipt of the completed performance appraisal. At the request of either the Manager or the employee a meeting shall be convened to discuss the complaint. The manager shall then make a determination within seven (7) calendar days.
- (b) If the employee is not satisfied with the Manager's decision pursuant to Article 23.02(a), the employee may file a complaint, in writing, with the Chief Librarian and CEO. At the request of either the Chief Librarian and CEO or the employee a meeting shall be convened to discuss the complaint with the Chief Librarian and CEO or their designate. The Chief Librarian and CEO shall then make a determination within fourteen (14) calendar days. The Chief Librarian and CEO's decision with respect to the performance appraisal shall be final and binding.
- (c) The Employer may invite any appropriate persons to meetings held pursuant to Article 23.02(a) and (b). Employees may have the assistance of employee representatives of the Union.

### **23.03 WRITTEN ASSESSMENTS**

- (a) When any supervisor, management person or other employee is required or regularly expected to make written assessments of an employee, a true copy of the written assessment shall be given to the assessed employee in order that the employee may be aware of their records and also to give the employee an opportunity to object, comment or respond within thirty (30) calendar days, if they so wish.
- (b) Bargaining unit employees, other than those in supervisory positions, shall not normally be required to make regular written assessments of other employees but may be required, if requested, to assess employees they are training or who are under their supervision if the circumstances so warrant.
- (c) Notwithstanding Article 23.03(b), bargaining unit employees in supervisory positions shall be required to make regular written assessments of employees under their supervision provided that in all cases, the provisions of Article 23.03(a) shall apply.

## **ARTICLE 24 - JOB SHARING**

### **24.01 JOB SHARE ARRANGEMENT**

- (a) An employee who desires to job share their full-time position shall submit an application to the Employer, in writing, setting out the job to be shared, the proposed work schedule and the proposed term of the arrangement.
- (b) Where the Employer determines that it cannot accept a job-share application, it shall give its reason(s) in writing to the employees whose application has been denied. Where appropriate, the Employer shall permit employees to amend their application so as to address the Employer's concerns.
- (c) The portion of the job to be shared will be posted and appointed in accordance with Article 6.
- (d) The method of sharing hours may be agreed by the employees and the Employer. The Employer may schedule and alter the actual hours of work for the position in accordance with Article 11.
- (e) The successful applicant will be subject to a probationary period pursuant to Article 6.08 or a trial period pursuant to Article 6.09, as the case may be. If the probationary period or trial period, as the case may be, is not successfully completed, another posting will be carried out in accordance with Article 24.01(c) or the Employer will provide notice to the permanent incumbent pursuant to Article 24.02(a) that it wishes to terminate the job sharing arrangement.
- (f) A job share arrangement will be for a maximum of two (2) years unless renewed or extended by agreement of the employees involved and the Employer. Requests to renew or extend must be made at least sixty (60) days prior to the end of the job share arrangement. The Employer will respond within thirty (30) days.

### **24.02 TERMINATION OF JOB SHARE**

- (a) If the Employer or one (1) of the employees wishes to terminate the job sharing arrangement, the affected parties will be given a minimum of sixty (60) calendar days' written notice.
- (b) Notwithstanding Article 24.02(a), neither the Employer nor the employees shall terminate the job sharing arrangement at any time earlier than six (6) months from the commencement of the job sharing arrangement unless by mutual agreement of the Employer and the job sharing employees.
- (c) Notwithstanding Article 24.02(b), if one of the participants permanently vacates the job

sharing position, the job sharing arrangement shall end.

- (d) Upon termination of the job sharing arrangement each employee will return to the position the employee held prior to the job sharing arrangement unless, during the arrangement, the position is eliminated, in which case the employee will be entitled to exercise their seniority rights.

#### **24.03 SERVICE AND SENIORITY**

Employees participating in a job sharing arrangement will continue to accrue service and seniority and to obtain step increases as if they were not participating in a job sharing arrangement. Employees participating in a job sharing arrangement will be entitled to group benefits, vacation and sick leave on the same basis as part-time employees.

#### **24.04 ENTITLEMENTS**

Employees in job share arrangements will maintain any accrued vacation or sick leave entitlement they had prior to entering into the job share.

#### **24.05 PENSION**

Each job sharing employee shall continue to contribute to the Pension Plan according to the required contributions of that plan based on pensionable earnings received during the job share term. The Employer shall continue to contribute according to the requirements of the Pension Plan.

#### **24.06 HOLIDAY AND OVERTIME PAY**

- (a) For purposes of holiday pay, employees in job sharing arrangements shall be paid in the same manner as part-time employees.
- (b) For purposes of extra work and overtime, the provisions for part-time employees shall apply.

## **ARTICLE 25 - DEFERRED SALARY LEAVE PROGRAM**

### **25.01 DSLP**

- (a) The Deferred Salary Leave Program (DSLP) will provide employees the opportunity of taking six (6) to twelve (12) months leave of absence and, through deferral of salary, financing that leave.
- (b) The DSLP may only be amended by agreement, in writing, of the Union and the Employer.

### **25.02 ELIGIBILITY**

Any permanent employee is eligible to participate in the DSLP but no employee may take deferred salary leave until completion of four (4) years of employment and no employee may commence deductions until the completion of the probationary period.

### **25.03 AMOUNT OF DEFERRAL AND BENEFITS**

- (a) No employee shall defer less than five percent (5%) or more than thirty three and one-third percent (33 1/3%) of their regular, straight time salary.
- (b) The Employer shall hold all deferred funds, interest and earnings in trust for the employee and shall pay them out during the period of leave on regular pay days.
- (c) During the period the employee's salary is deferred all deductions, including benefits, pensions and Union dues, shall continue to be based on the salary the employee would have been earning were they not deferring their salary and the employee and the Employer shall continue paying all such deductions, premiums and payments at the amount they would have paid if the employee's salary were not deferred. The foregoing shall be subject to all legislation, including the *Income Tax Act*, *Canada Pension Plan*, and the *Employment Insurance Act*, and with all group benefits plans and the pension plan in place at the time or as subsequently amended. In no case shall the Employer's contributions be greater than what its normal contributions would be over the deferral period if the employee were not deferring their salary.

### **25.04 APPLICATION**

- (a) An employee wishing to take DSLP leave shall make written application at least six (6) months prior to the pay date on which they wish the salary deferral to commence setting out the pay date of the first deduction, the dates of the proposed leave and the percentage of salary to be deducted. The application shall be forwarded by the employee to the employee's supervisor and a copy shall be delivered to the Union.
- (b) The Employer may accept or deny the application. The Employer shall forward its



response, in writing, with reasons, to the applicant employee and the Union, within thirty (30) calendar days of receipt of the application.

- (c) Provisions of the DSLP contract may be amended by agreement of the Employer and the employee and this may include an early termination of the contract during deferral or leave. There shall be no limit to the number of times an employee may apply for DSLP.
- (d) Where two (2) or more employees make application and would be on leave during the same period, and such leave cannot be granted for all of those applying, consideration shall be given to the employee who applied first. Where two (2) or more employees submitted applications at the same time consideration shall be given to the employee(s) with the most seniority.

#### **25.05 TIME FOR LEAVE**

The employee shall advise the Employer of the date on which they wish to commence leave but may, with the Employer's consent, postpone the leave to a later date or advance the leave to an earlier date provided the salary deferred is equal to the salary for the period of the leave requested, less the percentage deducted during the deferral period. The employee shall provide three (3) months' notice of any alteration in the leave.

#### **25.06 RETURN TO WORK**

- (a) Upon return from leave, the employee shall be placed in the same position they held prior to the leave unless, during the leave, the employee was the successful applicant for another position or was displaced or laid off in accordance with the provisions of this collective agreement.
- (b) Payment for all benefits which the employee chooses to continue while on leave shall be the responsibility of the employee. If the employee chooses to pay all pension contributions, and subject to the provisions of the pension plan, this leave shall be pensionable service.

#### **25.07 TRANSFERS AND PROMOTIONS**

- (a) It is agreed that if an employee transfers or is promoted to another job or to another division or department that employee's participation in the DSLP shall be reviewed and all reasonable efforts will be made to accommodate the employee's leave as planned. However, the leave cannot commence during the trial period in a new position.
- (b) If, during the leave, the Employee is the successful applicant for a new position, the Employer may require the employee to end their leave in order to take the new position.

## **ARTICLE 26 - GRIEVANCE AND ARBITRATION**

### **26.01 PREAMBLE**

The parties agree that it is of the utmost importance that complaints and grievances be adjusted as quickly as possible.

### **26.02 GRIEVANCE DEFINED**

A grievance is defined as a difference between the Employer and an employee, a group of employees or the Union arising from the discipline of an employee, or the interpretation, application, administration, or alleged violation of an Article, clause or provision of this collective agreement. The Union may take a grievance in place of an employee whether or not the employee agrees.

### **26.03 PROCESS**

Resolution of a grievance shall be sought in the following manner:

- STEP 1:** In the event of a grievance concerning an individual employee or group of employees within a particular branch or department, prior to filing a written grievance, an employee or Union representative shall bring the dispute to the attention of the immediate supervisor.
  
- STEP 2:** A grievance concerning an individual employee or group of employees within a particular branch or department shall be submitted to the manager concerned within twenty-one (21) calendar days of the date of occurrence, cause thereof or knowledge thereof. The person to whom the grievance is submitted at Step 2 shall have fourteen (14) calendar days after the complaint is made to respond.
  
- STEP 3:** If resolution is not obtained at Step 2 or in the event of a grievance involving a group of employees in more than one branch or department or a Union grievance, the Union may refer the matter, in writing, to the Chief Librarian and CEO within a further period of fourteen (14) calendar days. At the request of either party a meeting shall be convened between the Chief Librarian and CEO, and up to two (2) other management representatives and up to two (2) representatives of the Union, the Union's Business Agent and the employee to consider the grievance. The Employer shall respond, in writing, within fourteen (14) calendar days of receiving the submission in writing or, in the event of a meeting, seven (7) calendar days after the end of the meeting, whichever is later.

**STEP 4:** If resolution is not obtained at Step 3 the Union may refer the matter to arbitration within a further period of fourteen (14) calendar days.

#### **26.04 DISCHARGE AND SUSPENSION**

In cases arising over an alleged unjust discharge, indefinite suspension or a suspension in excess of seven (7) calendar days, Step 1 may be by-passed and the grievance may be initiated and filed, in writing, at Step 2 within twenty-one (21) calendar days after the discharge or suspension or knowledge thereof.

#### **26.05 EMPLOYER GRIEVANCE**

- (a) A complaint by the Employer against the Union may be treated as a grievance and referred to arbitration in the same way and to the same extent as a grievance by an employee or the Union.
- (b) In the case of an Employer complaint against the Union the matter shall be submitted as a grievance to the President of the Nova Scotia Union of Public and Private Employees, Local 14, in writing, with a copy to the Union's Business Agent, within twenty-one (21) calendar days of the occurrence, cause thereof or knowledge thereof.
- (c) If resolution is not obtained within fourteen (14) calendar days the matter may, within a further twenty-one (21) calendar days, be submitted to arbitration in accordance with Article 26.07.

#### **26.06 PROPER PROCEDURE**

- (a) Grievances submitted on behalf of an employee, group of employees or the Union shall be signed by a member of the NSUPE Local 14 Executive or a Business Agent. Employer grievances shall be signed by the Chief Librarian and CEO or their designate. A grievance must cite the Article(s) giving rise to the dispute and the relief being sought.
- (b) At every stage of the Grievance Procedure at which the Employer is required to reply in writing, the Employer shall send it to the Union's Business Agent or their designate. The Union shall send replies to the manager named in the Step and to the Manager, Employee and Labour Relations or designate. The parties agree that responses may be sent by electronic mail or facsimile transmission where such is available to both parties.
- (c) "Knowledge thereof" in this Article 26 means the date on which the grievor(s) (employee(s), Union or Employer) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance.

#### **26.07 ARBITRATION**

- (a) The Union or Employer, when submitting a grievance to arbitration, shall name at least

one (1) nominee to act as sole arbitrator or shall choose to have the matter heard by a three (3) person Arbitration Board and shall name a nominee to the Arbitration Board.

- (b) Within fourteen (14) calendar days after receiving such notice the party receiving notice shall agree to one (1) of the other party's nominees for sole Arbitrator or name at least one (1) nominee to act as sole Arbitrator or shall name a nominee to a three (3) person Arbitration Board, and notify the other party, in writing.
- (c) If the parties agree to a sole Arbitrator and either party fails to agree to or name a nominee, the other party may request that the Minister of Labour for Nova Scotia name a sole Arbitrator.
- (d) If the parties agree to a three (3) person Arbitration Board, the Union nominee and the Employer nominee shall select a Chairperson of the Arbitration Board and if they are unable to agree upon a suitable Chairperson, either party may request the Minister of Labour for the Province Nova Scotia to appoint a Chairperson.

#### **26.08 POWERS OF ARBITRATION BOARD**

- (a) Any question submitted to arbitration shall be decided by the Arbitration Board or sole arbitrator and any such decision or award made shall be final and binding on the parties to this collective agreement subject to review by the Supreme Court of Nova Scotia as if the Board or sole arbitrator were statutorily constituted rather than consensually constituted.
- (b) An Arbitration Board or sole arbitrator shall have the power and authority to interpret this collective agreement and make decisions and awards with regard to the matter submitted and to decrease, eliminate or otherwise modify penalties in regard to disciplinary or dismissal actions.
- (c) An Arbitration Board or sole arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with the provisions of this collective agreement. Should the parties disagree as to the meaning of the decision, the parties may agree to apply to the arbitrator to clarify the decision.
- (d) An arbitrator has the power to waive any irregularity in the processing of a grievance, provided that such irregularity was reasonable in the circumstances.

#### **26.09 COSTS OF ARBITRATION**

Each party shall be responsible for the fees and expenses, if any, of its nominee to the Arbitration Board, but the fees and expenses of the Chairperson or sole arbitrator shall, after the portion paid by the Department of Labour is deducted, be shared equally by the parties.

**26.10 CONCILIATION, MEDIATION OR EXPEDITED ARBITRATION**

Provided that the Union and Employer agree, conciliation, mediation or a forum for expedited arbitration may be used to resolve a grievance.

**26.11 ACCESS TO OTHER LEGAL FORA**

- (a) This collective agreement shall not be interpreted as limiting employees' rights of access to legal fora other than arbitration. If a matter is not addressed in this collective agreement, the employee may file a claim or complaint in the Supreme Court of Nova Scotia, with the Labour Standards Board, the Human Rights Commission or any other similar body.
- (b) Where matters addressed in this collective agreement also have a legislated forum for dispute resolution, employees who exercise their rights of access to the legislated forum shall lose their right to grieve.

**ARTICLE 27 - TERM OF AGREEMENT, AMENDMENTS,  
RETROACTIVITY**

**27.01 EFFECTIVE DATES**

This collective agreement shall be effective from April 1, 2018 to March 31, 2022, inclusive.

**27.02 IMPLEMENTATION**

Subject to Article 27.03, this collective agreement shall be implemented upon ratification by both parties.

**27.03 RETROACTIVITY**

This collective agreement shall only be retroactive in respect of wages. Any person in the employ of the Employer as of April 1, 2018, is entitled to a retroactive payment for all hours paid on or after April 1, 2018, based on the rates set out in this collective agreement. Any employee who at the time of signing this collective agreement is no longer in the employ of the Employer shall be required to contact the Human Resources Department within thirty (30) days of the collective agreement being signed to claim their retroactive pay.

**27.04 AMENDMENTS TO COLLECTIVE AGREEMENT**

This agreement may be amended at any time during its term provided the parties agree in writing to the amendment(s), at which time such amendment(s) shall become part of this collective agreement.

**27.05 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT**

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party prior to the expiry of the agreement.

**27.06 EXTENSION OF TERM**

This Collective Agreement shall expire on the date of expiry set out in Article 27.01 and shall be re-negotiated unless the parties agree in writing to an extension of the term. Notwithstanding the expiry date, the collective agreement shall remain in full force and effect until the parties reach agreement on a new collective agreement or are in a position to strike or lock out as determined by the *Trade Union Act*.

**THIS COLLECTIVE AGREEMENT SIGNED, SEALED AND DELIVERED IN DUPLICATE:**

On this        day of ~~October~~ November, 2019, in the presence of:

**Nova Scotia Union of Public and Private Employees, Local 14**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRESIDENT  
NSUPE LOCAL 14

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SECRETARY  
NSUPE LOCAL 14

**Halifax Regional Library Board**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CHAIR  
HALIFAX REGIONAL LIBRARY BOARD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CHIEF LIBRARIAN AND CEO  
HALIFAX REGIONAL LIBRARY

**APPENDIX "A" - SALARIES**

**A.01 SALARIES**

	<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Level 1</b>										
April 1, 2018 (\$0.50)	30,328.04	16.60	31,355.58	17.16	32,422.12	17.75	33,524.85	18.35	34,666.58	18.97
April 1, 2019 (\$0.50)	31,241.54	17.10	32,269.08	17.66	33,335.62	18.25	34,438.35	18.85	35,580.08	19.47
April 1, 2020 (2%)	31,866.37	17.44	32,914.46	18.02	34,002.33	18.61	35,127.12	19.23	36,291.68	19.86
April 1, 2021 (2%)	32,503.70	17.79	33,572.75	18.38	34,682.38	18.98	35,829.66	19.61	37,017.52	20.26
<b>Level 2</b>										
April 1, 2018 (\$0.50)	32,065.67	17.55	33,154.49	18.15	34,282.28	18.76	35,451.84	19.40	36,660.40	20.07
April 1, 2019 (\$0.50)	32,979.17	18.05	34,067.99	18.65	35,195.78	19.26	36,365.34	19.90	37,573.90	20.57
April 1, 2020 (2%)	33,638.75	18.41	34,749.35	19.02	35,899.70	19.65	37,092.65	20.30	38,325.38	20.98
April 1, 2021 (2%)	34,311.53	18.78	35,444.34	19.40	36,617.69	20.04	37,834.50	20.71	39,091.89	21.40
<b>Level 3</b>										
April 1, 2018 (\$0.50)	34,106.84	18.67	35,268.06	19.30	36,471.04	19.96	37,715.78	20.64	39,002.31	21.35
April 1, 2019 (\$0.50)	35,020.34	19.17	36,181.56	19.80	37,384.54	20.46	38,629.28	21.14	39,915.81	21.85
April 1, 2020 (2%)	35,720.75	19.55	36,905.19	20.20	38,132.23	20.87	39,401.87	21.57	40,714.13	22.28
April 1, 2021 (2%)	36,435.16	19.94	37,643.30	20.60	38,894.88	21.29	40,189.90	22.00	41,528.41	22.73
<b>Level 4</b>										
April 1, 2018 (\$0.50)	36,454.34	19.95	37,699.08	20.63	38,985.60	21.34	40,319.46	22.07	41,697.89	22.82
April 1, 2019 (\$0.50)	37,367.84	20.45	38,612.58	21.13	39,899.10	21.84	41,232.96	22.57	42,611.39	23.32
April 1, 2020 (2%)	38,115.20	20.86	39,384.83	21.56	40,697.08	22.28	42,057.62	23.02	43,463.62	23.79
April 1, 2021 (2%)	38,877.50	21.28	40,172.53	21.99	41,511.02	22.72	42,898.77	23.48	44,332.89	24.27



**Level 5**

April 1, 2018 (\$0.50)	39,110.92	21.41	40,447.56	22.14	41,831.55	22.90	43,262.87	23.68	44,744.32	24.49
April 1, 2019 (\$0.50)	40,024.42	21.91	41,361.06	22.64	42,745.05	23.40	44,176.37	24.18	45,657.82	24.99
April 1, 2020 (2%)	40,824.91	22.35	42,188.28	23.09	43,599.95	23.86	45,059.90	24.66	46,570.98	25.49
April 1, 2021 (2%)	41,641.41	22.79	43,032.05	23.55	44,471.95	24.34	45,961.10	25.16	47,502.40	26.00

**Level 6**

April 1, 2018 (\$0.50)	42,015.33	23.00	43,455.01	23.78	44,944.81	24.60	46,484.75	25.44	48,080.37	26.32
April 1, 2019 (\$0.50)	42,928.83	23.50	44,368.51	24.28	45,858.31	25.10	47,398.25	25.94	48,993.87	26.82
April 1, 2020 (2%)	43,787.41	23.97	45,255.88	24.77	46,775.48	25.60	48,346.22	26.46	49,973.75	27.35
April 1, 2021 (2%)	44,663.15	24.45	46,161.00	25.27	47,710.99	26.11	49,313.14	26.99	50,973.22	27.90

**Level 7**

April 1, 2018 (\$0.50)	45,749.59	25.04	47,317.36	25.90	48,940.82	26.79	50,622.77	27.71	52,363.18	28.66
April 1, 2019 (\$0.50)	46,663.09	25.54	48,230.86	26.40	49,854.32	27.29	51,536.27	28.21	53,276.68	29.16
April 1, 2020 (2%)	47,596.35	26.05	49,195.48	26.93	50,851.41	27.83	52,567.00	28.77	54,342.21	29.74
April 1, 2021 (2%)	48,548.28	26.57	50,179.39	27.47	51,868.43	28.39	53,618.34	29.35	55,429.06	30.34

**Level 8**

April 1, 2018 (\$0.50)	49,834.72	27.28	51,547.28	28.21	53,318.34	29.18	55,153.44	30.19	57,052.59	31.23
April 1, 2019 (\$0.50)	50,748.22	27.78	52,460.78	28.71	54,231.84	29.68	56,066.94	30.69	57,966.09	31.73
April 1, 2020 (2%)	51,763.18	28.33	53,510.00	29.29	55,316.48	30.28	57,188.28	31.30	59,125.41	32.36
April 1, 2021 (2%)	52,798.45	28.90	54,580.20	29.87	56,422.81	30.88	58,332.04	31.93	60,307.92	33.01

**Level 9**

April 1, 2018 (\$0.50)	54,532.47	29.85	56,409.33	30.88	58,353.03	31.94	60,363.56	33.04	62,443.73	34.18
April 1, 2019 (\$0.50)	55,445.97	30.35	57,322.83	31.38	59,266.53	32.44	61,277.06	33.54	63,357.23	34.68
April 1, 2020 (2%)	56,554.89	30.96	58,469.29	32.00	60,451.86	33.09	62,502.60	34.21	64,624.37	35.37
April 1, 2021 (2%)	57,685.99	31.57	59,638.67	32.64	61,660.90	33.75	63,752.65	34.89	65,916.86	36.08

**SALARIES ADJUSTED FOR RECRUITMENT OR RETENTION PURSUANT TO ARTICLE 8.05:**

	<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Web Developer &amp; Strategist 8</b>										
April 1, 2018 (\$0.50)	62,154.54	34.02	64,292.13	35.19	66,502.80	36.40	68,804.82	37.66	71,179.92	38.96
April 1, 2019 (\$0.50)	63,068.04	34.52	65,205.63	35.69	67,416.30	36.90	69,718.32	38.16	72,093.42	39.46
April 1, 2020 (2%)	64,329.40	35.21	66,509.74	36.40	68,764.63	37.64	71,112.69	38.92	73,535.29	40.25
April 1, 2021 (2%)	65,615.99	35.91	67,839.94	37.13	70,139.92	38.39	72,534.94	39.70	75,005.99	41.05
<b>IT Support Specialist 8</b>										
April 1, 2018 (\$0.50)	59,359.23	32.49	61,405.47	33.61	63,524.79	34.77	65,717.19	35.97	67,982.67	37.21
April 1, 2019 (\$0.50)	60,272.73	32.99	62,318.97	34.11	64,438.29	35.27	66,630.69	36.47	68,896.17	37.71
April 1, 2020 (2%)	61,478.18	33.65	63,565.35	34.79	65,727.06	35.98	67,963.30	37.20	70,274.09	38.46
April 1, 2021 (2%)	62,707.75	34.32	64,836.66	35.49	67,041.60	36.69	69,322.57	37.94	71,679.58	39.23
<b>IT Support Specialist 9</b>										
April 1, 2018 (\$0.50)	64,968.12	35.56	67,215.33	36.79	69,535.62	38.06	71,928.99	39.37	74,413.71	40.73
April 1, 2019 (\$0.50)	65,881.62	36.06	68,128.83	37.29	70,449.12	38.56	72,842.49	39.87	75,327.21	41.23
April 1, 2020 (2%)	67,199.25	36.78	69,491.41	38.04	71,858.10	39.33	74,299.34	40.67	76,833.75	42.05
April 1, 2021 (2%)	68,543.24	37.52	70,881.23	38.80	73,295.26	40.12	75,785.33	41.48	78,370.43	42.90
<b>Creative Lead 9</b>										
April 1, 2018 (\$0.50)	69,949.44	38.29	72,710.76	39.80	75,582.81	41.37	78,569.59	43.00	81,675.67	44.70
April 1, 2019 (\$0.50)	70,862.94	38.79	73,624.26	40.30	76,496.31	41.87	79,483.09	43.50	82,589.17	45.20
April 1, 2020 (2%)	72,280.10	39.56	75,096.75	41.10	78,026.23	42.71	81,072.75	44.37	84,240.95	46.11
April 1, 2021 (2%)	73,725.80	40.35	76,598.68	41.93	79,586.76	43.56	82,694.20	45.26	85,925.77	47.03

## **A.02 CLERKS' PAY**

Library Clerks will be paid per hour:

- (1) April 1, 2018 – \$1.25 above the minimum wage for the province of Nova Scotia (\$12.25);
- (2) April 1, 2019 – \$12.80 plus the April 1, 2019, wage increase set out in Article A.01 (\$13.30);
- (3) April 1, 2020 – the hourly rate in Article A.02(2) plus \$0.55 plus the April 1, 2020, wage increase set out in Article A.01 (\$14.13)
- (4) April 1, 2021 – the hourly rate in Article A.02(3) plus the April 1, 2021, wage increase set out in Article A.01 (\$14.41)

## **A.03 EMPLOYEES PAID AT HIGHER RATES**

All employees who at the time of signing this collective agreement are paid at rates greater than as set out in this collective agreement, shall continue to receive the higher rates until such time as they will receive a higher rate under the provisions of the collective agreement.

## **A.04 LEVELS NOT LIMITING**

The number of Levels shown in this Appendix are for convenience and are not meant to be limiting. If classifications or jobs are introduced which require salary ranges above the Levels shown, they shall be introduced in the same proportion as those contained in this Appendix and shall be deemed to be included in this collective agreement.

## APPENDIX "B" - CLASSIFICATIONS AND JOB TITLES

### B.01 CLASSIFICATIONS AND JOB TITLES

CLASSIFICATION LEVEL	JOB TITLES
--	Library Clerk
1	Library Assistant 1
2	Library Assistant 2 Maintenance Assistant 2 Distribution and Materials Handling Support 2
3	Library Assistant 3
4	Library Assistant 4 Courier 4
5	Library Assistant 5
6	Library Assistant 6 Security Officer 6 Circulation Supervisor 6 Events Services 6 Media Studio Assistant 6
7	Library Assistant 7 Sunday Supervisor 7 Graphic Designer 7 Supervisor 7 Maintenance Supervisor 7 Finance Assistant 7 Teen Services Library Assistant 7 Human Resources Assistant 7 Adult ELL Program Coordinator 7 Adult Literacy Program Coordinator 7 Food Literacy Specialist 7 Media Studio Assistant 7 Borrowers Services Support 7 Immigrant Services Assistant 7
8	Supervisor 8

Librarian 1  
Information Technology Assistant 8  
Communications Officer 8  
Finance Assistant 8  
Community Library Assistant 8  
Facilities Coordinator 8  
Web Developer & Strategist 8

**9**

Supervisor 9  
Librarian 2  
Promotions Coordinator 9  
Community Navigator 9  
Creative Lead 9

**LETTER OF UNDERSTANDING 1**  
**HOMEBOUND NORTH VOLUNTEERS**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. This letter is to confirm the commitment of the Employer made during negotiations that when the remaining long-term volunteer at Homebound North ceases their volunteer work, the Employer will no longer have material selection work at Homebound North carried out by volunteers.
2. This letter forms part of the Collective Agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14

**LETTER OF UNDERSTANDING 2**  
**GROUP BENEFITS FOR CERTAIN PART-TIME EMPLOYEES**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. Notwithstanding Article 10.01(a) of the collective agreement, employees who hold more than one position at the same level will have their scheduled hours of work combined for the purposes of benefits eligibility.
2. If such an employee changes levels for one of their positions or vacates a position, this letter of understanding will cease to apply to the employee and they will no longer qualify for benefits except where they meet the requirements of Article 10.01(a).
3. Any change in eligibility for benefits arising from this Letter of Understanding shall take effect as of the date of ratification of the collective agreement.
4. This letter forms part of the Collective Agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14

**LETTER OF UNDERSTANDING 3**  
**HOURS OF WORK FOR MAINTENANCE SUPERVISOR**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. Notwithstanding Articles 11.01(b) and 11.02(d), the full-time Maintenance Supervisor hired prior to April 1, 2011, will not be required to work later than 5 p.m., more than two (2) Saturday shifts in a four-week period, or on a Sunday.
2. This letter forms part of the Collective Agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14



**LETTER OF UNDERSTANDING 4**  
**SECURITY**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. Notwithstanding Article 11.01(e), security employees hired prior to June 28, 2015, will not be required to commence work earlier than seven a.m. (7 a.m.).
2. This letter forms part of the collective agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14

**LETTER OF UNDERSTANDING 5**  
**HOURS OF WORK FOR ELL & LITERACY WORKERS**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. Articles 11, 12, 13 and 14 will not apply to the Adult ELL Program Coordinators and Adult Literacy Program Coordinators. Program Coordinators will continue to work the hours of work and have changes made to those hours of work in the same manner as prior to this agreement being ratified. Overtime will be in accordance with the Nova Scotia Labour Standards Code.
2. This letter forms part of the collective agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14

**LETTER OF UNDERSTANDING 6**  
**EMPLOYMENT EQUITY SURVEY**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

1. Within six (6) months of this collective agreement being signed, the employer will survey all employees of the Employer asking employees to self-identify if they are a member of one or more of the groups set out in Article 4.01(b). The survey may collect additional information related to employment equity, and will be:
  - (a) voluntary and provide an opportunity for anonymity;
  - (b) clearly marked as being for the purpose of improving employment equity pursuant to Article 4.01;
  - (c) provide assurances that any individual information collected will be kept confidential by the Employer and the Union; and
  - (d) used solely for the purposes of this Article 4.01 and for no other purpose.
2. The Employer will provide the survey results to the Union.
3. This letter forms part of the collective agreement.

Signed on behalf of the Halifax Regional Library Board:

\_\_\_\_\_  
Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

\_\_\_\_\_  
President, Nova Scotia Union of  
Public & Private Employees, Local 14

**LETTER OF UNDERSTANDING 7**  
**WORK WEEK FOR PART-TIME EMPLOYEES**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,**  
**LOCAL 14**  
(hereinafter referred to as the "Union")

Whereas the Employer desires to assess the feasibility of increasing the minimum designated weekly hours of part-time positions;

1. A trial period will be implemented upon the signing of the collective agreement and will last for the life of this collective agreement.
2. During the trial period, with the exception of positions created for the purpose of diversity, library clerks, seasonal positions, and positions at the branches in Sheet Harbour and Hubbards, no vacancy will be posted with less than forty (40) designated hours per pay period
3. Positions posted as a result of transition to the new staffing model resulting from the Strategic Workforce Plan will not constitute a vacancy for the purpose of this Letter of Understanding.
4. This letter forms part of the collective agreement.

Signed on behalf of the Halifax Regional Library Board:

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Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

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President, Nova Scotia Union of  
Public & Private Employees, Local 14

**MEMORANDUM OF UNDERSTANDING 1**

**LOU DUGGAN CREATIVE STUDIO INTERNSHIP PROGRAM**

Between:

**HALIFAX REGIONAL LIBRARY BOARD**  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES,  
LOCAL 14**  
(hereinafter referred to as the "Union")

Whereas Halifax Public Libraries has received a generous bequest to create the *Lou Duggan Creative Studio*, and as a condition of this bequest it requires the Library to create an Internship Program for new Librarians; and

Whereas the Employer also wishes to establish an Internship opportunity for recent STEM graduates; and

Whereas the duties to be carried out by individuals hired into the Internship positions will include duties that fall within the scope of the Union's certification; and

Whereas the Employer and the Union are parties to a collective agreement effective from April 1 2018 to March 31, 2022;

The parties agree as follows:

1. During the term of this Memorandum, the Employer may employ in the Lou Duggan Creative Studio one (1) Librarian 8 Intern and one (1) LA6 Programming Intern which fall within the scope of the current collective agreement.
2. The two (2) internship positions will be evaluated by the Job Evaluation Committee prior to the next round of postings to determine the appropriate classification level.
3. Where an Intern is hired under this MOU, they may apply for other HPL positions after 9 months, but may be required to remain in their role, at the committed salary, until the end of the internship.
4. Where an Intern is hired under this MOU and vacates their position prior to the expiry of their twelve (12) month term, HPL may hire another Intern to complete the term or commence a new 12 month term at its discretion.

5. The hiring of interns by the Employer will not lead to or contribute to the layoff or displacement of any bargaining unit member, any member losing regular hours of work or wages, any delay in recalling a laid off member, any delay in filling a vacancy, any classification being downgraded or eliminated or any reduction in the numbers of bargaining unit members.
6. Internship positions will be posted and advertised internally and externally at the same time. Internal employees who meet the requirements may apply for internship positions, however, their application will be considered on the same basis as external applicants and no points will be awarded for seniority.
7. To be eligible for an internship position, an individual must have graduated with the appropriate education within twenty-four (24) months previous to when the internship position commences.
8. Internship positions will be for a maximum term of twelve (12) months and are non-renewable for the incumbent.
9. Interns will be considered temporary employees and be subject to the terms of the collective agreement, with the following exceptions:
  - (a) Interns will receive wages based on Step 1 of the appropriate salary scale.
  - (b) Interns will participate in the Union's group medical plan under 10.01 but not its other group benefits plans.
  - (c) Vacations will be scheduled in accordance with operational requirements. The scheduling of vacations for interns will not affect the scheduling of vacations for permanent employees.
  - (d) Interns will not participate in the HRM Pension Plan.
10. This Memorandum will remain in place from the date of signing until March 31, 2022. If either party wishes to make amendments to the Memorandum, it will provide as much notice as possible to the other prior to the end of each 12 month internship period and subject to the other party agreeing, such amendments may be made. Should the Memorandum expire without renewal, any internship positions underway at the date of expiry may continue to the completion of their 12 month term.
11. Any dispute arising out of this Memorandum will be dealt with under Article 26 of the collective agreement.
12. This memorandum forms part of the collective agreement.

Signed on behalf of the Halifax Regional Library Board:

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Chair, Halifax Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 14:

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President, Nova Scotia Union of  
Public & Private Employees, Local 14