

MEMORANDUM OF UNDERSTANDING

Strategic Workforce Transition Plan

Between:

HALIFAX REGIONAL LIBRARY BOARD

(hereinafter referred to as the “Employer”)

-and-

NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES, LOCAL 14

(hereinafter referred to as the “Union”)

Collectively (hereinafter referred to as the “Parties”)

WHEREAS the Employer and the Union are parties to a collective agreement for the term April 1, 2018, to March 31, 2022;

WHEREAS the Employer has established a new staffing structure with some new public service positions;

WHEREAS the Employer and the Union have a mutual desire to minimize the impact of the transition to the new public service positions on employees and the community;

WHEREAS the intent of this agreement is to transition some permanent employees to new positions;

The Parties agree as follows:

A. Definitions

Any terms used in this Memorandum of Understanding will have the same meaning as set out in Article 1.01 of the Collective Agreement. In addition, the following definitions apply to this Memorandum of Understanding:

“Originating Position” – means the permanent position from which an employee transitions.

“Originating Location” – means the location of the permanent position from which an employee transitions.

“New Position” – means the position an employee is transitioned into pursuant to this Memorandum of Understanding.

“Red Circled” - means an employee’s pay rate remains the same with no further step increases or negotiated increases until the hourly rate of pay for the new position is equal to or exceeds the red-circled rate, at which time the pay rate of the new position will be paid and the employee will re-commence receiving step increases and negotiated increases.

“Role” – means the title and duties of a job, but does not include work location, regularly scheduled working hours and designated hours.

“Subsequent Position” – means the position an employee may move into from their new position.

“Transition” – means moving to a new position pursuant to this Memorandum of Understanding with or without a placement assessment.

“Transition List” – means the list of employees who are transitioning without a placement assessment who cannot be placed in their originating location or their first choice of location.

B. Affected Employees

1. Except where the Employer has determined the employee’s position has been deemed unchanged as set out in Appendix A or an employee obtains a transition support position pursuant to Section D of this agreement, an employee holding a permanent public service position is required to participate in this transition. A support service employee who holds a permanent position in a department or other service area is not required to participate in the transition, but may participate on a voluntary basis.
2. Employee transition pursuant to paragraph 1 will:
 - include employees on sick leave, vacation, pregnancy leave, parental leave, reduced hours, or any other paid leave;
 - include employees on long-term disability (LTD), Workers’ Compensation Benefits (WCB), unpaid education leave, unpaid sick leave or other unpaid leaves.
 - not include employees who do not hold a permanent position, including employees who have been absent due to sickness for more than 24 months, or on education leave for more than twelve (12) months.

- not include employees who are on pre-retirement leave or who have given their notice and will be retiring within six (6) months following the signing of this Memorandum of Understanding.
3. A permanent employee holding a term or temporary position will transition from their permanent position.

C. Conditions of Transition

Vacancies, postings, appointments and transfers provisions not applicable

4. With the exception of Articles 6.01 (h), 6.07 (a-d, f-g) and 6.10, Articles 6.01 to 6.11 of the collective agreement concerning vacancies, postings, appointments and transfers will not apply to the transition of employees carried out under this Memorandum of Understanding.

Layoff, bumping and recall provisions not applicable

5. No employee will be laid off or, except on a completely voluntary basis, have a reduction in pay arising from this Memorandum of Understanding or the transitions carried out under it. With the exception of Article 7.01(c), Articles 7.01, 7.05 to 7.08 of the collective agreement concerning notice of layoff, bumping, and recall will not apply to employees transitioning under this Memorandum of Understanding.

Employee Transitions

6. Except for placements made pursuant to paragraph 15, an employee holding a permanent public service position in the following classifications will be placed in a position as follows:
 - Level 7 through Level 9 will be placed in a Specialist or Lead position, except a Sunday Supervisor who will transition to a Service Advisor position.
 - Level 5 through Level 6 will transition to a Service Advisor position.
 - Subject to paragraph 13, Level 2 through Level 4 will transition to a Service Support position.
 - Level Clerk through Level 1 will transition to a Clerk position.
7. An employee holding more than one position will transition in each position pursuant to paragraph 6.
8. An employee will retain a minimum of the designated hours of their originating position. An employee may voluntarily request to reduce their designated hours.

Placement Assessment

9. An employee holding a permanent public service position classified in Level 7 through Level 9 must participate in a placement assessment. All other permanent employees may participate in the placement assessment on a voluntary basis.

10. An employee who is required to participate according to paragraph 9 must indicate at least three preferred roles within classification levels 7 through 9 of which one must be a Specialist. The employee may rank their preferred roles.
11. A public service employee who has previously held a position in Level 7 through Level 9, including a term position for six months or greater within the last 24 months, and who does not hold a degree, shall be deemed to have the education qualification equivalent to a Bachelor's level degree.
12. An employee who is required to participate according to paragraph 9 who meets the minimum qualifications and states an interest for a role will participate in the placement assessment. An employee participating in the placement assessment on a voluntary basis who meets minimum qualifications and states an interest for a role will be invited to participate in the placement assessment and may decline a position if offered.
13. An employee who:
 - holds a permanent public service position classified in Level 3 or 4, and
 - meets the education and experience requirements, and
 - receives a placement assessment score in band 1 or higher in the Service Advisor placement assessmentwill transition to a Service Advisor position.
14. Any remaining unfilled positions following the placement assessment will be posted and filled according to Article 6.01 of the Collective Agreement.

Placement Criteria

15. Employees placed through a placement assessment will be placed based on the employee's placement assessment band determined in accordance with paragraph 16 and the employee's location preferences. Employees in band 4 will be placed first, and then those in band 3, and so on. Where there is more than one employee in the same band with the same location preference, the following will be used to determine placement: alignment of the employee's originating position designated hours with the location's available hours, community connection, seniority, employee preference, and the classification alignment between the originating position and the new position.
16. The placement assessment score will be based eighty-five percent (85%) on qualifications as determined through a modified interview process, ten per cent (10%) on references and five per cent (5%) on seniority. The most senior employee who participates in the placement assessment for the role(s) under consideration will receive five per cent (5%) for seniority and less senior employees will receive a pro-rated percentage of five per cent (5%). Total placement assessment scores will be banded as follows:
 - 93-100 = band 4
 - 85-92 = band 3
 - 77-84 = band 2

70-76 = band 1

17. Placement assessment questions will be provided to all employees participating in the assessment at least ten (10) calendar days before the first assessment for that role.
18. The employer will not use any reference where the referee is an applicant for the same role.
19. An employee who voluntarily participates in a placement assessment pursuant to paragraph 9 must receive a placement assessment score of at least band 1 to be considered for a position.

Commencement in a New Position

20. An employee will normally commence in their new position within six (6) months of being notified of their new position. The employer may require an employee to start their new position prior to all positions being assigned. The employer may require an employee to remain in the employee's originating position for longer than six (6) months due to operational requirements. Where the employer requires an employee to remain in the employee's originating position for longer than six (6) months, the employee will nonetheless commence receiving any higher compensation associated with their new position six (6) months following being notified of their new position.
21. If an employee has been appointed to a term position at the same or a higher pay level as their new position, the employer may determine that, due to operational requirements, an employee must complete the balance of their term position before assuming their new position.
22. Following being advised of their new position but prior to starting in their new position, if an employee either temporarily or permanently vacates the new position the position will be posted or filled according to Article 6 of the Collective Agreement. If an employee has started in their new position and vacates it, either temporarily or permanently, the position will be posted or filled according to Article 6 of the collective agreement.

Probationary Period

23. An employee who has not completed their probationary period at the time of transition will not be required to restart their probationary period if they transition to a position at the same or lower classification.
24. An employee who has not completed their probationary period at the time of transition will be required to restart their probationary period if they transition to a position at a higher classification.

Rural Branches

25. An employee holding a permanent position at Sheet Harbour Public Library, JD Shatford Memorial Public Library or Musquodoboit Harbour Public Library must participate in the transition in accordance with the process set out in this Memorandum of Understanding. Permanent employees in each of these three locations will be considered for placement or transition at their permanent location prior to employees from other locations being considered.
26. An employee holding a permanent position at Sheet Harbour Public Library, JD Shatford Memorial Public Library or Musquodoboit Harbour Public Library may voluntarily participate in a placement assessment for a position at another location, pursuant to paragraph 9 and 27.
27. If following the application of paragraph 25, there are any unfilled positions at Sheet Harbour Public Library, JD Shatford Memorial Public Library or Musquodoboit Harbour Public Library, employees from other locations and departments who have stated a preference for one of these locations will be considered during the placement assessment process.

Location Preferences

28. Where possible, an employee who transitions without an assessment will transition to a position in the same location as their originating position. When there are insufficient positions available at a location such that one (1) or more transitioning employees cannot be placed in the same location as their originating position, the Employer will consider, in order of seniority, moving employees in the overstaffed role who have expressed a first preference for a different location. If there are no employees at the originating location whose first choice is a different location or they cannot be accommodated at their preferred location, the least senior employee(s) in the role and within 5 designated hours will be placed on the transition list.
29. Employees on the transition list will be offered any remaining positions, in order of seniority, in the same role that has no more than five (5) additional designated hours.
30. An employee who is required to participate in the placement assessment pursuant to paragraph 9 must identify at least three (3) preferred locations, ranking them in order of preference or indicating that there is no preference. Location placement will be determined pursuant to paragraphs 15 and 16.
31. If an employee cannot be placed pursuant to paragraph 29 and 30 they may be placed at any other library location with the exception of Sheet Harbour Public Library, Musquodoboit Harbour Public Library, and JD Shatford Memorial Public Library. The employee may submit that the appointed location constitutes a personal hardship. This information must be submitted in writing to Human Resources within seven (7) calendar days of the placement notification. The employee must include the reasons for the

hardship. Human Resources will determine if a personal hardship exists for a specific location. If hardship is determined to exist, the employee will be considered for a placement at another location. If the hardship is determined not to exist, the employee may, within seven (7) calendar days of receiving the decision, request a review of the decision be carried out in accordance with Section E.

Hours & Compensation

32. An employee who participates in the transition on a voluntary basis pursuant to paragraph 1 will be paid at the pay level of their new position. Paragraphs 33 to 42 below will not apply to an employee to whom this paragraph 32 applies.
33. With the employee's agreement, the Employer may assign up to five (5) additional hours per week to an employee's position without impact to the employee's hourly rate of pay.
34. An employee may request to be considered for reduced hours at the time of transition. If the request is granted, the employee will receive the pay level of either their originating position or the new position, whichever is higher, for the hours of the new position.
35. An employee who transitions to a new position in a lower pay level and with no more than five (5) additional designated hours will continue to be paid for all designated hours as if the job were in the higher pay level, including receiving all step increases and negotiated increases.
36. An employee who transitions to a new position in a lower pay level but with more than five (5) additional designated hours, will be paid all hours at the hourly rate of pay of their originating position, and will receive step increases and negotiated increases for one (1) year. After one (1) year, the employee's rate of pay rate will be red circled.
37. An employee who transitions to a new position at a higher pay level will be paid at the pay level of the new position and will be placed at the appropriate step in accordance with Article 8.07(a) of the Collective Agreement.
38. During the five (5) year period following the employee's commencement in their new position, an employee who obtains a subsequent position that:
 - is in the same pay level or a higher pay level as their new position; and
 - is in a lower pay level than their originating position; and
 - has the same or fewer designated hours as the originating position;will receive the hourly rate of pay of their originating position, including all step increases and negotiated increases, for all the hours of the position obtained.
39. After the initial five (5) year period following the employee's commencement in their new position, an employee who obtains a subsequent position as described in paragraph

38 will receive the hourly rate of pay of their originating position and the rate of pay will be red circled.

40. During the three (3) year period following the employee's commencement in their new position, an employee who obtains a subsequent position in the same pay level with more hours will be paid all hours at the originating position rate of pay, and will receive step increases and negotiated increases for one (1) year. After one (1) year, the rate of pay will be red circled.
41. Following a transition pursuant to this Memorandum of Agreement and except as set out in this Memorandum of Agreement, an employee who applies for and is appointed to a subsequent position will be paid at the pay rate of the position appointed.
42. Any provision providing an employee with higher hourly pay under this Memorandum of Understanding will continue to apply:
 - to any extra hours worked by the employee in their new position or in another position at the same pay level as their new position; and
 - to any paid leave taken by the employee; and
 - following any periods of unpaid leave taken by the employee provided such higher pay has not ceased during the leave pursuant to the provisions of this Memorandum of Understanding.

D. Transition Support Positions

43. A transition support position is a temporary role assigned to an employee who is not intending to continue their employment long term. The position(s) is an opportunity to share their experience and expertise to help facilitate a smooth transition to the new staffing model prior to leaving. The term, location, schedule and hours of a transition support position will be determined by the employer. The employee's rate of pay will be maintained for the period of the transition support position.
44. To be considered for a transition support position an employee must give notice of their intent to resign or retire during the immediate 18-month period following the signing of the Memorandum of Understanding. An employee wishing to be considered for a transition support position will give notice to the Employer within sixty (60) days following the signing of this Memorandum of Understanding.
45. The availability and offer of a transition support position is at the discretion of the employer. If a transition position is not offered or if the employee does not accept the offer of a transition support position, the employee will transition in accordance with the terms of this Memorandum of Understanding.
46. Prior to the completion of the transition support position term and subject to the rules regarding the HRM Pension Plan, if the employee withdraws their notice of intent to

resign or retire, the employee will move into a new position pursuant to paragraph 6 or paragraph 15 at a location determined by the Employer. The employee will assume the hours and rate of pay associated with that position and terms of this Memorandum of Understanding will no longer apply to the employee.

47. The notice of intent to retire does not replace formal notice of retirement or any other requirements in accordance with the HRM Pension Plan.

E. Resolution Process

48. An employee who feels that there has been an error in the interpretation, application, or administration of this Memorandum of Understanding-related to their placement assessment or their placement may request a review under the resolution process.
49. The request for review must be made in writing to Human Resources within seven (7) calendar days of receiving their transition decision and the employee must identify which process they intend to follow the resolution process set out in this MOU.
50. A five (5) person panel consisting of two (2) union appointed representatives, two (2) management appointed representatives and one Human Resources representative (chair) will hear the complaint and reach a decision.
51. The chair will not vote and decisions require consensus of all voting members. Where consensus is reached, the decision is final and binding. If consensus cannot be reached, the Union may file a grievance on behalf of the employee but while the grievance is being determined, the employee will be placed in accordance with the original placement.
52. Decisions of the panel will be communicated to the employee in writing within five (5) calendar days following the review.
53. Except for issues reviewed pursuant to Section E Resolution Process, any other disputes arising under or concerning this Memorandum of Understanding will be addressed pursuant to Article 26 of the collective agreement.

F. Duration and Scope

54. This Memorandum of Understanding will be considered part of the collective agreement until there are no longer any employees subject to its provisions.
55. Once an employee has transitioned in accordance with this Memorandum of Understanding, their new position becomes the employee's permanent position and any changes to the employee's new position and any movement to a subsequent position

will be pursuant to the provisions of the collective agreement exclusive of this Memorandum of Understanding.

56. Any changes to positions or staffing occurring outside the provisions of this Memorandum of Understanding and for reasons other than HPL's Strategic Workforce Plan will be pursuant to the provisions of the collective agreement exclusive of this Memorandum of Understanding.
57. Subject to paragraphs 56 and 57, any provisions providing an employee higher pay under this Memorandum of Understanding than the employee would receive pursuant to the collective agreement will continue to apply until the higher pay ceases pursuant to the provisions of this Memorandum of Understanding. This provision is intended to apply through successive collective agreements and will not be subject to negotiation at collective bargaining or otherwise unless both the Union and the Employer agree.
58. All provisions of the collective agreement exclusive of this Memorandum of Understanding will apply except as expressly modified or deviated from in this Memorandum of Understanding.
59. The interpretation, administration, and application of the collective agreement exclusive of this Memorandum of Understanding will not in any way, now or in future, be affected by the interpretation, administration, and application of this Memorandum of Agreement.
60. This Memorandum of Understanding is made on a without prejudice and without precedent basis to any subsequent agreements between the parties.

Signed in Halifax this 14th day of September 2021.


On behalf of:

Halifax Regional Library Board

NSUPE, Local 14



Kim Brooks, Chair
Halifax Regional Library Board



Sarah Ziolkowska
President, NSUPE, Local 14

Witness:



Asa Kachan, Chief Librarian & CEO
Halifax Public Libraries



Todd MacLean
VP, NSUPE, Local 14

Appendix A: Unchanged Positions

Current Position			New Model		
Level 9	Community Navigator	Central	Level 9	Community Navigator	Central
Level 9	Community Navigator	North	Level 9	Community Navigator	North
Level 8	Facilities Coordinator	Central	Level 8	Facilities Coordinator	Central
Level 8	Library Assistant Teen/Community	North	Level 7	Teen Specialist	North
Level 8	Library Assistant Teen/Community	North	Level 7	Teen Specialist	North
Level 8	Library Assistant Teen/Community	Sackville	Level 7	Teen Specialist	Sackville
Level 8	Library Assistant Teen/Community	Woodlawn	Level 7	Teen Specialist	Woodlawn
Level 7	Library Assistant Adult Programs	KG	Level 7	Adult Specialist	KG
Level 7	Adult Literacy Coordinator	KG	Level 7	Adult Literacy Specialist	KG
Level 7	Adult Literacy Coordinator	CWS	Level 7	Adult Literacy Specialist	CWS
Level 7	Adult Literacy Coordinator	Central	Level 7	Adult Literacy Specialist	Central
Level 7	Adult Literacy Coordinator	North	Level 7	Adult Literacy Specialist	North
Level 7	Community Library Assistant	CH	Level 7	Community Specialist	CH
Level 7	Community Specialist	CH	Level 7	Community Specialist	CH
Level 7	Community Library Assistant	MH	Level 7	Community Specialist	MH
Level 7	English Language Learning Coordinator	KG	Level 7	English Language Learning Specialist	KG
Level 7	English Language Learning Coordinator	CWS	Level 7	English Language Learning Specialist	CWS
Level 7	English Language Learning Coordinator	North	Level 7	English Language Learning Specialist	North
Level 7	English Language Learning Coordinator	AG	Level 7	English Language Learning Specialist	AG
Level 7	English Language Learning Coordinator	W	Level 7	English Language Learning Specialist	W
Level 7	English Language Learning Coordinator	Central	Level 7	English Language Learning Specialist	Central
Level 7	English Language Learning Coordinator	Bedford	Level 7	English Language Learning Specialist	Bedford
Level 7	Food Literacy Specialist	Regional	Level 7	Food Literacy Specialist	Regional
Level 7	Maintenance Assistant	Central	Level 7	Maintenance Assistant	Central
Level 7	Media Studio Assisant	Central	Level 7	Media Lab Specialist	Central
Level 7	Newcomer Services Library Assistant	KG	Level 7	Newcomer Specialist	KG
Level 7	Regional Immigrant Services Library Assistant	Regional	Level 7	Newcomer Specialist	Central
Level 7	Teen Services Library Assistant	AG	Level 7	Teen Specialist	AG
Level 7	Teen Services Library Assistant	CH	Level 7	Teen Specialist	CH
Level 7	Teen Services Library Assistant	CWS	Level 7	Teen Specialist	CWS
Level 7	Teen Services Library Assistant	DN	Level 7	Teen Specialist	DN
Level 7	Teen Services Library Assistant	KG	Level 7	Teen Specialist	KG
Level 7	Teen Services Library Assistant	Central	Level 7	Teen Specialist	Central
Level 7	Adult Programming Facilitator	Central	Level 7	Adult Program Specialist (Regional Focus)	Central
Level 7	Reading Support Coordinator	North	Level 7	Reading Support Coordinator	North
Level 6	Library Assistant - Events	Central	Level 6	Library Assistant - Events	Central
Level 6	Library Assistant - Events	Central	Level 6	Library Assistant - Events	Central
Level 6	Security Officer	North	Level 6	Security Officer	North
Level 6	Security Officer	Central	Level 6	Security Officer	Central
Level 6	Security Officer	Central	Level 6	Security Officer	Central
Level 6	Security Officer	Central	Level 6	Security Officer	Central
Level 6	Security Officer	Central	Level 6	Security Officer	Central
Level 6	Regional Programming Assistant, Youth	All	Level 5	Service Support (Regional Focus)	AG