

NSUPE Local 23 & AVRL Collective Agreement

THIS AGREEMENT made in duplicate as of the 23rd day of October, 2023;

BETWEEN:

Nova Scotia Union of Public and Private Employees, Local 23

OF THE ONE PART

-and-

Annapolis Valley 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

“Administration office employee” - means an employee who does not regularly work at one of the AVRL branches, and includes Delivery Drivers.

"Bargaining Unit" - means the Nova Scotia Union of Public and Private Employees, Local 23.

“Branch employee” - means an employee who regularly works at one of the AVRL branches.

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

“CEO” - means the person appointed by the Annapolis Valley Regional Library Board responsible for the overall management of AVRL.

"Classification" - means the pay band to which the job is assigned.

"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.

"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.

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

"Employer" - means the Annapolis Valley Regional Library Board and its successors and is otherwise referred to as “Annapolis Valley Regional Library”, “AVRL” 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.

"Full-Time Employee" - means an employee who is regularly scheduled to work seventy (70) hours per pay period.

“Grant Program Employee” – means an employee who is not included in the bargaining unit who

is hired pursuant to a specific program and for a specific length of time for whom the major program funding is received from the federal, provincial, municipal, or community program.

“Layoff” - means the time an employee is not working because the employee has been displaced pursuant to Article 7.06 and is not being paid by the Employer.

"Library" - means the Annapolis Valley Regional Library Board and its successors and is otherwise referred to as the "Employer" and "AVRL".

"Library Premises" or "Work Locations" - 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 23.

"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.

“Pay Period” – means the two-week period from Sunday of one week to Saturday of the following week on which an employee’s pay is based.

"Part-Time Employee" - means an employee who, in any one position, is regularly scheduled to work less than thirty-five (35) hours per week.

"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.

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

“Regular Work Location” - means the AVRL location to which a position is assigned.

"Service" - means the length of continuous employment with the Employer which is unbroken by termination of employment. 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.

"Substitute Employee" - means a non-permanent employee hired for short term, non-scheduled work, casual work, or to replace a permanent employee on an unanticipated leave of absence.

"Supervisor" - means the person responsible for the direct supervision of an employee.

"Temporary Employee" – means an employee hired on a non-permanent basis for a continuous period of ninety (90) days or more to backfill for an employee who is absent or to work in a temporary position.

"Temporary Position" - is a position which will:

- (a) exist for a defined period of time, such as for a project;
- (b) cease to exist at the end of the period; and
- (c) not be longer than eighteen (18) months in duration.

A permanent position being backfilled by another employee, including a temporary employee, is not a temporary position.

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

"Union" - means the Nova Scotia Union of Public and Private Employees and its successors and may be referred to as "NSUPE" or "NSUPE Local 23."

"Vacancy" - means the absence of an employee in a position which the Employer intends to fill.

"Volunteer" - means 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/or a token of recognition.

"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.

"Week" - means Sunday to the following Saturday

"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.

1.03 AGREEMENT NOT INVALID

If any Federal or Provincial law provides or any court or arbitration board 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.

ARTICLE 2 – MANAGEMENT RIGHTS & RECOGNITION

2.01 MANAGEMENT RIGHTS

- (a) The Union recognizes and acknowledges that it is the exclusive right of the Employer to manage the affairs of the Annapolis Valley Regional Library and to direct the working force, and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- (1) Maintain order, discipline, and efficiency;
 - (2) Hire, promote, demote, discipline suspend, lay-off or discharge any Employee covered by this Agreement, provided that a claim that an Employee has been demoted, disciplined, suspended, or discharged without reasonable and just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (3) Determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials, and manpower to be used in providing these services;
 - (4) Possess and exercise all other rights and functions, powers, privileges and authority with regard to the management and operation of the Annapolis Valley Regional Library in a manner which is reasonable and consistent with this Collective Agreement.
- (b) The Employer shall not exercise its rights in a manner which is inconsistent with the provisions of this Agreement, arbitrary, or discriminatory.

2.02 RECOGNITION OF EMPLOYER

- (a) The Union recognizes that the Employer retains all rights not specifically taken away by this agreement.
- (b) All rights reserved to the Employer are subject to the provisions of this collective agreement and shall be exercised in a manner consistent with the provisions of this collective agreement.
- (c) The functions of the Employer within the scope of this collective agreement shall be exercised in a fair and reasonable manner.

2.03 RECOGNITION OF UNION

The Employer recognizes the Union as the sole bargaining agent for the unit of employees as set

out in Certification Order LB-2057 of the Nova Scotia Labour Board and including 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.

2.04 APPLICATION OF COLLECTIVE AGREEMENT

This collective agreement shall apply to all members of NSUPE Local 23.

2.05 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.

2.06 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.

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.

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 an investigation into alleged poor job performance, act(s) of insolence, insubordination, harassment and/or discrimination 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 the subject matter to be discussed or investigated.
- (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, 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, considering the Employer’s operational requirements within departments and branches.
- (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) Attendance at meetings pursuant to Articles 3.05(b) is subject to operational requirements and appropriate advance notification of the employee’s manager or delegate. Leave to attend will not be unreasonably denied.
- (d) 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.
- (e) 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.

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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 AND NOTICES

- (a) A copy of all correspondence and notices between the parties shall be sent to the Union's office and to the Human Resources and Facilities Manager 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.

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.

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, regular or designated hours per pay period, employee's full name, date of hire, full mailing address, work and home telephone numbers, work location, position start date, and pay. 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.

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3.10 UNION LEAVE

- (a) The Employer, upon written request of the Union, may grant leave of absence without pay for the use of Union members when they are delegated by the Union for the purpose of attending to Union business or educational functions. Requests for Union leave shall not be unreasonably denied.
- (b) Requests for union leave shall be made in writing, to the CEO, normally at least fourteen (14) calendar days in advance of the date the leave is to commence.
- (c) When Union leave is granted, the Employer shall continue the employee's pay and benefits for all scheduled shifts during the leave and shall bill the Union for the amount within sixty (60) calendar days. Upon receipt of an invoice from the Employer, the Union shall promptly reimburse the Employer for the leave.
- (d) For the purpose of Articles 3.10(a), 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.

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 AVRL NEGOTIATIONS

The Union Negotiating Committee may include, at the Union's option, up to four (4) 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 each branch.

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

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. The Employer and the Union aspire to achieving employment equity. The parties will endeavour to work together to identify and remove systemic and other barriers, and reverse the historic under-representation of certain groups within its workforce, including persons with disabilities, Indigenous persons, African Nova Scotians, other racialized minorities, and persons who are 2SLGBTQIA+.

4.02 RIGHT TO A RESPECTFUL WORKPLACE

The Employer’s Respectful Workplace Policy (HR-0090) dated June 15, 2023, will be incorporated into this collective agreement in its entirety subject to the following:

- (1) An employee who alleges or is accused of any conduct prohibited under the Policy shall be entitled to Union representation during any meetings and investigations, whether formal or informal, held pursuant to the Policy;
- (2) The Policy and processes under it will not bar or otherwise invalidate the Union or an employee from using the processes set out in Article 20 at any time with respect to conduct prohibited under the Policy.

4.03 PROBATIONARY PERIOD

- (a) Every new employee shall initially be hired for a probationary period of ninety (90) 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. A probationary employee will receive an informal performance assessment approximately mid-way through the ninety (90) calendar day period advising of any improvements needed.
- (b) Where the employee has not performed to the work standards established by the Employer or, due to absence, a longer period of time is required to assess an employee’s performance, the Employer has the discretion to extend the probationary period by a further sixty (60) calendar days. In such a case, the Employer shall provide written notice of the extension and the reason(s) for the extension.

4.04 RESIGNATION

An employee who is resigning or retiring from a position with the Employer will provide written notice to the CEO as follows:

- (1) At least one (1) weeks' notice if the period of employment is less than two (2) years;
- (2) At least two (2) weeks' notice if the period of employment is two years or more.

4.05 EMPLOYEE'S FILE

- (a) The Employer will keep only one (1) file on each employee.
- (b) Upon written request, the employee shall have the right to have a complete copy of their personnel file provided that if an employee has received a copy of their complete file within the previous twenty-four (24) months, they will only be provided a copy of anything that was subsequently placed on their file from the time they received the complete copy.
- (c) An employee will be provided a copy of anything that is to be placed on their employee file prior to or contemporaneously to it being placed on their file. An employee may reply in writing to anything placed on their file, and such reply shall become part of the employee's record.
- (d) Any discipline shall be removed from the employee's file after forty-eight (48) months from the date of occurrence. This shall also apply to files which existed on bargaining unit members prior to the signing of this collective agreement. Regardless of whether it was placed on an employee's file, no adverse comment, criticism, or discipline will be used against an employee in any manner, including at an arbitration or other adjudication, unless the employee was made aware of the comment, criticism, or discipline within a timely manner of it having occurred.
- (e) Notwithstanding Article 4.03(d), the record of confirmed instances of discrimination, personal harassment, sexual harassment, sexual assault, and sexual abuse shall remain on an employee's file, and may be a consideration in discipline concerning any subsequent confirmed instances of the same category of behaviour.
- (f) 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 TEMPORARY CLOSURES

- (a) With the exception of closures due to inclement weather, this Article 4.07 will apply if the Employer deems it necessary to temporarily close one or more of its work locations due to occupational health and safety reasons, or to carry out renovations, repairs or maintenance. Closures of a work location due to inclement weather will be pursuant to Article 4.08.
- (b) The Employer will give affected employees as much notice as possible of a temporary closure and keep employees updated as to the anticipated length of such closure.
- (c) Where an employee at the affected work location is given notice of the closure on less than twenty-four (24) hours before their next scheduled shift, the employee will be given their next scheduled shift off without loss of pay or benefits.
- (d) Where an employee at the affected work location is given notice of the closure at least twenty-four (24) hours in advance of their next scheduled shift, the Employer will:
 - (1) give the employee a leave of absence without loss of pay or benefits;
 - (2) reassign the employee to work at another location with the same number of hours the employee would have worked at their regular location. If the reassignment results in an employee having to travel thirty (30) or more kilometres beyond the distance of their regular commute, the employee shall receive travel expenses in accordance with Article 8.06.
 - (3) give the employee a paid leave of absence and require the employee to make up the hours when the location re-opens.
- (e) An employee who has been directed by the Employer pursuant to Article 4.07(d) may request to instead take vacation or accrued time off with pay or an unpaid leave. The Employer will not unreasonably deny such a request.

4.08 CLOSURES DUE TO INCLEMENT WEATHER

- (a) Where a work location(s) is closed due to inclement weather, all employees scheduled to work at the location(s) will be granted time off without loss of pay or benefits.
- (b) The Employer will have a process in place to have closures of a work location due to inclement weather made on a location-to-location basis dependent on the conditions at each location, and

to have employees notified as soon as possible of such closures. Where a location has not yet opened for the day, all reasonable efforts will be made to provide notice of a closure at least two (2) hours prior to the scheduled opening.

- (c) Should the weather sufficiently improve to permit a late opening of a work location, the Employer will notify employees scheduled to work as soon as possible. Employees will not be required to report to work if less than one (1) hour remains in their shift.
- (d) Where police have advised motorists to refrain from non-essential travel due to inclement weather:
 - (1) An employee may, if operationally feasible, be permitted to take vacation leave, time off in lieu, to make up the time, to take the time as unpaid, or, where the employee's job permits, to work from home.
 - (2) An employee required to drive as part of their duties may refuse to drive until driving conditions improve.

4.09 SURVEILLANCE

- (a) The Employer will notify employees prior to installing or using surveillance systems that may capture information about employees. Surveillance systems include camera and video systems, electronic surveillance, vehicle locator systems, time tracking or keystroke software.
- (b) An employee who believes they are being filmed or recorded by another individual without the employee's permission shall be permitted to remove themselves from the situation, and there shall be no adverse comment or repercussions for the employee.

4.10 REMOTE WORK

- (a) The parties acknowledge that at the time of signing this collective agreement, the position of Community Engagement Assistant/Indigenous Liaison required remote work.
- (b) Remote work by employees other than those filling the position set out in Article 4.10(a) will be at the discretion of the Employer. No employee will be required to work remotely if they would prefer to work in the workplace.
- (c) An employee who works remotely, whether part-time or full-time, will:
 - (1) ensure their remote work location has reliable telephone and internet access and suitable space for carrying out their duties;

- (2) to the best of their ability, ensure the security of all confidential and sensitive information of the Employer and of any equipment provided by the Employer;
 - (3) continue to meet the requirements of their position;
 - (4) continue to be subject to the terms of the collective agreement.
- (d) The Employer will provide an employee who works remotely with all the equipment, tools, and resources necessary for an employee to carry out their duties;
- (e) On a minimum of thirty (30) days notice and arising from operational necessity the Employer may end or change the employee's work from a remote location.
- (f) This Article 4.10 does not apply to any positions where remote work is carried out on an occasional or irregular basis.

4.11 RIGHT TO DISCONNECT

Except where an employee has agreed to work overtime, no employee is required to be available or to respond to the Employer or the public, or to address workplace matters outside their regular working hours.

ARTICLE 5 - SENIORITY

5.01 SENIORITY LIST

The Employer shall maintain a seniority list and provide it to employees and the Union no later than April 1 of each year. If requested, the Employer will provide the Union with an updated copy at another time during the year.

5.02 DEFINITION OF SENIORITY

- (a) Seniority, including for a temporary employee, shall be calculated based on continuous employment. Employees in the bargaining unit at the time this collective agreement is signed who were hired prior to July 28, 2022, will be placed on the seniority list in accordance with their most recent date of hire. Employees hired on, or subsequent to, July 28, 2022, will be placed on the seniority list as of their date of hire into the bargaining unit.
- (b) A temporary employee who becomes permanent without a break in service shall have their period as a temporary employee back to their most recent break in service included in the calculation of their seniority as a permanent employee.
- (c) Temporary employees whose temporary or term position ends shall retain their seniority for one (1) year after the last day of having worked for the Employer for the purpose of applying for a position pursuant to Article 6. After one year without obtaining a position, the temporary employee shall be removed from the seniority list.

5.03 RETENTION OF SENIORITY

- (a) Employees shall retain and continue to accrue seniority:
 - (1) during all authorized leaves of absence permitted under this Agreement, unless otherwise specified;
 - (2) during a term appointment to an AVRL non-bargaining unit position; and
 - (3) during layoff of twenty-four (24) months or less.
- (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 LOSS OF SENIORITY

Seniority shall be lost in the following circumstances:

- (1) dismissal for just cause or failure to successfully complete the probationary period and not reinstated.
- (2) resignation, retirement, or employee departure of their own accord;
- (3) acceptance of a permanent AVRL non-union position;
- (4) layoff at the point the right of recall expires or an employee fails to return to work following recall pursuant to Article 7.06;
- (5) for temporary employees, in accordance with Article 5.02(c).

ARTICLE 6 – VACANCIES, POSTINGS, AND STAFF CHANGES

6.01 JOB POSTINGS

- (a) When a vacancy occurs which the Employer determines will be filled or where the Employer creates a new bargaining unit position, the Employer shall post notice of the position for a minimum period of ten (10) consecutive calendar days.
- (b) The notice and posting referred to in Article 6.01(a) shall contain the following information, all of which is to be determined by the Employer: closing date, term of the position, if any, job title, major duties, qualifications, hours of work, number of hours of work per pay period, classification, hourly or salary rate of pay, confirmation that it is a Union position and the regular work location(s).
- (c) Vacancies shall be posted via e-mail to the entire bargaining unit, and a copy will be sent via email to the Union office.
- (d) The Employer may advertise a vacancy externally at the same time as the vacancy is posted within the bargaining unit. However, only those positions for which there are no bargaining unit applicants who meet the required qualifications will be filled by outside applicants.

6.02 APPOINTMENT

- (a) An applicant must meet the minimum qualifications for the position in order to be assessed for merit and seniority.
- (b) Appointments will be based on merit. A minimum pass mark for merit to be appointed to a position will be established prior to applicants being assessed for merit. Where two (2) or more applicants with the highest scores above the minimum score are determined to be relatively equal in merit (i.e. within five per cent (5%) of each other), the most senior of these applicants will be appointed to the position.
- (c) Merit may be assessed through an interview and/or testing. Where an interview is used:
 - (1) Employees will be provided a copy of the job description at least forty-eight (48) hours in advance of the interview.
 - (2) There will be two (2) persons on the interview panel. Each person on the interview panel will independently score an applicant's responses for each question and the average mark of the two out of one hundred per cent (100%) will be used to arrive at the mark for merit.

6.03 TIME OFF FOR INTERVIEW

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.

6.04 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) A trial period may be extended by thirty (30) additional days with the written agreement of the Union.

6.05 NO MORE THAN ONE POSITION

A part-time employee may not hold more than one (1) permanent part-time position with the Employer. A part-time employee holding a permanent part-time position with the Employer who is the successful applicant for another permanent part-time position will, upon acceptance of the new position, be deemed to have vacated their previous part-time position. This Article 6.05 does not restrict a part-time employee from holding an additional part-time position that is temporary.

ARTICLE 7 – JOB SECURITY

7.01 MAXIMIZATION OF FULL-TIME POSITIONS

- (a) 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 and increase the number of such positions.
- (b) Rather than posting a vacant position of fifteen (15) hours or less, the Employer may, at its discretion, offer one (1) or more current part-time employees an increase in their designated hours.

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 transfer, displacement or layoff of any member, the downgrading of any member's classification, the loss of regular hours or pay to any member in the 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, STUDENTS AND GRANT EMPLOYEES

The Employer may use volunteers and employ students or others under Federal, Provincial, or Municipal Grant Programs so long as it does not result in the transfer, displacement or layoff of any member, the downgrading of any member's classification, the loss of regular hours or pay to any member in the bargaining unit or a reduction in the size of the bargaining unit.

7.04 CONTRACTING OUT

Contracting out by the Employer will not result in the dismissal, layoff or reduction in pay of any bargaining unit member or in a reduction in the size of the bargaining unit. Where contracting out results in an employee being displaced, the provisions of Article 7.05 will apply.

7.05 STAFF REDUCTIONS

Where it becomes necessary to make staff reductions in the bargaining unit or at a work location, the following shall apply:

- (1) The Employer will provide the Union and affected employees as much notice as

possible and a minimum of thirty (30) days' notice.

- (2) Provided the Employer, the Union, and the employee involved agree, an employee who is to be laid off or displaced may be appointed to a vacant position that was otherwise to be posted or to a new position(s) created by the Employer. Where there is more than one (1) vacancy or new position created, the positions will be offered to displaced employees who meet the necessary qualifications for the position in order of seniority.
- (3) Where an employee is not otherwise placed pursuant to this Article 7.05, an employee displaced from their position has the option to choose:
 - (i) to be laid off, subject to the provisions of Article 7.06; or
 - (ii) to accept a severance allowance, subject to the provisions of Article 7.07.

7.06 LAYOFF

- (a) Layoffs will occur in reverse order of seniority within the classification within the Branch or work location where a displacement(s) is to occur. For clarity, the least senior employee within the Branch or work location where the layoff is to occur will be the first laid off.
- (b) The Employer will notify a laid off employee of any vacancies that are posted. An employee who is on layoff shall:
 - (1) be permitted, but not required to, apply for vacant positions that are posted and be considered for the position as an internal applicant; and
 - (2) at their option and provided they have the necessary qualifications to do the work, be offered, in order of seniority, all temporary work and additional hours that become available. A laid off employee is not required to accept such work.
- (c) A laid off employee shall be recalled to the employee's position or an equivalent position at the same work location if it becomes available within twenty-four (24) months of the layoff.
- (d) No new employee will be hired until all laid off employees are given an opportunity to fill the job either by recall or application.

7.07 SEVERANCE ALLOWANCE

- (a) A severance allowance will be a lump sum calculated at the rate of one (1) week of pay for every completed year of service and will be prorated for a partial year of service. The rate of pay will be the employee's rate of pay at the at the time the severance allowance is taken.
- (b) An employee who is laid off shall be entitled to choose the severance allowance at any time during the layoff period provided a recall has not occurred. The period of layoff shall not be considered as service for the purpose of calculating the severance allowance.
- (c) The employment of an employee who has accepted a severance allowance will be terminated upon payment of the severance allowance.

ARTICLE 8 – PAY, CLASSIFICATIONS, AND EXPENSES

8.01 PAY RATES, METHOD, AND CALCULATION OF PAY

- (a) The wage rates and classifications are as set out in Appendix "A" attached hereto and form a part of this collective agreement.
- (b) Employees shall be paid bi-weekly normally on Thursday of pay week by direct payroll deposit. Employees shall be provided with a statement showing all amounts paid and deducted for the period and the year-to-date.
- (c) The bi-weekly pay shall be calculated by dividing the annual pay for a full-time employee by twenty-six (26). An hourly rate shall be calculated by dividing the annual pay for a full-time employee by eighteen hundred and twenty (1820).

8.02 EVALUATION OF NEW OR CHANGED POSITIONS

- (a) The Employer will provide an employee with a copy of their job description and any amendments that occur. An employee who believes their job description is inaccurate may request a review through written request to the CEO.
- (b) The Employer will continue to carry out job evaluations on new positions and changed positions pursuant to the job evaluation guidelines set out in its Salary/Wage Administration Policy dated September 8, 2016. The Employer will not change the content or application of the job evaluation guidelines and point factors without the written consent of the Union.
- (c) New and changed positions will be placed on the wage scales set out in Appendix "A" in accordance with the job evaluation carried out by the Employer.
- (d) Where the Employer has carried out a job evaluation of a position held by an employee that has resulted in the position being placed at a lower pay level, the employee in the position will continue to be paid at the higher level and to receive all pay increases pursuant to this collective agreement.
- (e) Where the Employer has carried out a job evaluation of a position held by an employee that has resulted in the position being placed at a higher pay level, the employee will commence receiving the pay of the higher level as of the date of the Employer's re-evaluation.

8.03 EMPLOYEE REQUEST FOR RE-EVALUATION

- (a) An employee whose position has been changed or who believes there has been an error in the job

evaluation of their position may request a re-evaluation of their position. The employee's request will be in writing to the CEO and include any reasons and details the employee wishes to include.

- (b) Where an employee has made a request for a re-evaluation of their position pursuant to this Article 8.03, the Employer will conduct a re-evaluation and provide a written response to the employee within sixty (60) calendar days. Where an employee's position is re-evaluated to a higher pay level, the employee will receive the higher pay retroactive to the date of their written request for a re-evaluation.
- (c) Where an employee believes there has been an error in the job evaluation carried out by the Employer which the Employer refuses to address, a grievance may be filed and the arbitrator will determine the appropriate placement on the wage scale.

8.04 MERIT INCREASES

- (a) For the purpose of this Article 8.04, a "step" is one of the steps listed in the wage rates set out in Appendix "A".
- (b) When an employee is initially hired, the employee shall be paid at no lower than the first step in their classification as set out in Appendix "A". The Employer has the discretion to place a newly-hired employee at a higher step than the first step for their classification.
- (c) The movement of an employee to a higher step will be subject to the employee being successful on a performance appraisal carried out pursuant to Article 9. A performance appraisal will be deemed successful in the following circumstances:
 - (1) The employee receives no grades of unsatisfactory on their performance appraisal; and
 - (2) No more than fifty per cent (50%) of the graded categories are scored as "needs improvement."
- (d) A merit increase received pursuant to Article 8.04(c) will occur on an employee's anniversary date, and shall be retroactive to the employee's anniversary date in the event of a performance appraisal not having been completed prior to the employee's anniversary date.
- (e) Except pursuant to Article 8.04(f), no employee will have their step decreased for any reason.
- (f) If an employee is appointed to a position in a higher pay level, the employee shall be placed at the step and level in the higher paid position which will provide an increase of a minimum of five percent (5%) in pay over the wage held by the employee immediately prior to the appointment.

8.05 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.
- (c) An employee assigned to do work in a higher classification shall be paid at the step in the higher classification which will provide an increase over their present wage for all time worked in the higher classification.

8.06 USE OF PERSONAL VEHICLE

- (a) An employee who is authorized and agrees to use their vehicle for AVRL purposes shall receive payment for each kilometer at the same rate that is applied by the Province of Nova Scotia to provincial government employees.
- (b) An employee shall be reimbursed for any expenses for bridge tolls, highway tolls, and parking expenses.
- (c) Employees will not knowingly drive their vehicles for AVRL purposes where their driver's license has lapsed or their vehicle's safety inspection or insurance has lapsed.

8.07 TRAVEL EXPENSES

An employee traveling on Employer business will be reimbursed for:

- (1) Transportation expenses, which will be the actual amount incurred or pursuant to Article 8.06, as the case may be;
- (2) Lodging expenses;
- (3) Reasonable meal expenses, taking into account the circumstances. Except where the Employer otherwise agrees, no meal expenses will be payable where the employee was reasonably able to return home or to their regular work location for the meal. There will be no reimbursement for purchases of alcohol.

Wherever possible, employees will provide a receipt for such expenses.

ARTICLE 9 – PERFORMANCE APPRAISALS

9.01 ANNUAL PERFORMANCE APPRAISAL

- (a) The Employer will carry out a performance appraisal of each employee once per year.
- (b) The employee's performance will be assessed using the Employer's Performance Appraisal Review and Plan dated June 27, 2023, which is a competencies-based evaluation system that uses a scoring rubric rather than a points-based system.
- (c) 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.
- (d) 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.
- (e) After having reviewed the comments of the employee, the Employer shall provide the employee with a copy of their completed performance appraisal.
- (f) The annual performance appraisal shall become part of the employee's personnel file and shall include the employee's comments, if any.
- (g) An employee who disagrees with any part of the performance appraisal may avail themselves of the provisions of Article 20.

ARTICLE 10 - BENEFITS

10.01 GROUP BENEFITS PLANS

- (a) Employees who are regularly scheduled to work seventeen and a half (17.5) hours or more per week shall be required to participate in the group medical, group dental, and group life insurance benefit plans arranged by the Employer subject to the following:
 - (1) An employee who has medical and/or dental coverage through a spousal plan may choose not to participate in the Employer's group medical and/or dental plans.
 - (2) The Employer and employee shall each pay fifty per cent (50%) of the premiums for the group benefits participated in by the employee except that if an employee is off work on unpaid leave for a period of greater than four (4) weeks, an employee who wishes to continue in the group benefits plans must pay one hundred per cent (100%) of the premiums.
- (b) ~~The regular hours of all positions held by an employee will be added together to determine eligibility for benefits.~~ Employees who are not regularly scheduled to work seventeen and a half (17.5) hours per week are not eligible for group benefits.
- (c) The Employer will continue to provide access to group medical, group dental, and group life insurance 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.

10.02 PENSION PLAN

- (a) All terms and conditions of the Pension Plan provided by the Employer at the date of signing of this collective agreement are included in and form part of this agreement and may not be changed without the written consent of the Union.
- (b) Permanent full-time and part-time employees may, at their discretion, choose to participate in the Pension Plan. Where an employee participates in the Pension Plan, each of the employee and the Employer will pay six per cent (6%) of the employee's gross salary into the Pension Plan. An employee may voluntarily contribute a greater amount than six per cent (6%) to the Pension Plan but such additional amount will not be contributed to by the Employer.

ARTICLE 11 – HOURS OF WORK

11.01 BEGINNING AND END OF WORK DAY

- (a) The working hours for employees shall commence no earlier than 8:00 a.m. and end no later than 9:00 p.m.
- (b) Notwithstanding Article 11.01(a), the working hours for employees who work at the Administration Office shall commence no earlier than 8 a.m. and end no later than 5 p.m.

11.02 WORK SCHEDULE

- (a) Full-time employees will be scheduled to work an average of thirty-five (35) hours per week.
- (b) Part-time employees will be scheduled to work their designated hours bi-weekly.
- (c) No shift for any employee will be for less than three (3) hours.
- (d) Scheduled hours on a day will be scheduled consecutively.
- (e) There will be no split shifts. A meal period of up to one (1) hour does not constitute a split shift except in the case of a shift that is less than five (5) hours in length.
- (f) Should a part-time employee be working in an additional temporary part-time position, the requirements set out in Article 11.02(c), (d), and (e) will apply to each part-time position
- (g) Except where an employee consents, an employee's regular schedule of working hours will not be changed on less than two (2) weeks' notice.

11.03 MEAL PERIODS

- (a) Employees who work a shift of five (5) or more hours will, unless they otherwise agree, be scheduled for an unpaid meal which shall be no less than one half (0.5) hour and no greater than one (1.0) hours. Employees who work a shift of less than five (5) hours will not be entitled to a meal period.
- (b) Notwithstanding Article 11.03(a), where there is only one (1) employee working at a branch such that the employee is unable to leave the workplace during their meal period, the employee's meal period will be paid and the employee will eat their meal as they are able based on customer needs.

11.04 HEALTH BREAKS

- (a) Employees who work six (6) or more hours in a single shift, inclusive of their meal period, 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.
- (b) Employees who work less than six (6) hours in a single shift inclusive of any meal period shall receive one (1) paid break of fifteen (15) minutes duration.
- (c) Notwithstanding Article 11.04(a) and (b), all breaks shall be subject to operational requirements.
- (d) Breaks shall not be taken at the beginning of a shift (i.e. start fifteen (15) minutes late), the end of a shift (i.e. leave fifteen (15) minutes early) or in combination with a meal period.

11.05 EXTRA WORK FOR PART-TIME EMPLOYEES

- (a) Part-time employees who want to be offered extra work will indicate their availability to the Employer, specifying hours and locations.
- (b) Additional periods of work that become available for any reason, including the absence of an employee, will be offered to part-time employees in the bargaining unit prior to such work being offered to substitute employees who are not in the bargaining unit. The amount of time given to a part-time employee to respond to an offer of the available work will be reasonable depending on how much notice was received of the additional period of work becoming available, subject to the following:
 - (i) This Article 11.05(b) will not apply where the period of work becomes available on less than twenty-four (24) hours' notice from when the period of work is to begin.
 - (ii) Where the period of work becomes available on at least seven (7) days' notice, a part-time employee will be given a minimum of seventy-two (72) hours to respond to an offer of the available work.
 - (iii) Where there is more than one part-time employee who has indicated availability, such work will, where possible, be offered, on a rotational basis.
- (c) Notwithstanding other provisions of this collective agreement, part-time employees being offered extra work may volunteer to do back-to-back shifts or split shifts or shifts that will result in the employee working more than seventy (70) hours in the pay period. The Employer will not incur overtime costs as a result of a part-time employee agreeing to work extra hours pursuant to this Article 11.05.

11.06 FLEXIBLE WORKING HOURS

Notwithstanding the foregoing provisions of Article 11, 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. No employee will receive premium pay as a result of an agreement for flexible working hours.

ARTICLE 12 – OVERTIME, TIME OFF IN LIEU, AND STANDBY

12.01 OVERTIME

- (a) Overtime work by an employee shall be voluntary. Except in exceptional circumstances, all overtime must be approved by the employee's supervisor in advance of the overtime being worked.
- (b) Overtime occurs when a full-time or part-time employee has worked more than seventy (70) hours in a pay period. However, overtime shall not apply where a part-time employee has voluntarily agreed to work additional hours pursuant to Article 11.05.
- (c) An employee who agrees to be called back to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at the applicable overtime rate.

12.02 OVERTIME PAY

- (a) The first nine (9) hours of overtime worked in a pay period, (i.e. any hours over seventy (70) hours and up to seventy-nine (79) hours in the pay period) shall be paid at straight time (1x) the employee's hourly rate.
- (b) The tenth (10) and any further hours of overtime worked in a pay period shall be paid at one and a half times (1.5x) an employee's regular rate of pay.
- (c) Notwithstanding Article 12.02(a) and (b), any overtime carried out on a holiday will be paid at twice (2x) the employee's regular rate of pay.

12.03 TIME OFF IN LIEU

- (a) In lieu of pay for overtime and subject to Article 12.03(b), an employee may choose to receive time off in lieu at the appropriate rate. Time off in lieu will be taken at a time mutually agreed between the Employer and the employee, and the Employer will not unreasonably refuse a request for time off in lieu.
- (b) During the calendar year, an employee may bank a maximum of thirty-five (35) hours of time off in lieu. Any time off in lieu shall be used within three (3) months of accrual.

12.04 STANDBY

"Stand-by" means any time outside an employee's regular working hours when that employee is scheduled to be available to report to work. No employee will be placed on standby.

ARTICLE 13 - HOLIDAYS

13.01 HOLIDAYS

All work locations of the Employer will be closed on the following holidays:

- (1) New Year's Day
- (2) Heritage Day
- (3) Good Friday
- (4) Easter Monday
- (5) Victoria Day
- (6) Canada Day
- (7) 1st Monday in August
- (8) Labour Day
- (9) National Day for Truth and Reconciliation
- (10) Thanksgiving Day
- (11) Remembrance Day
- (12) Christmas Day
- (13) Boxing Day
- (14) Any other day appointed, declared, or proclaimed by the Government of Canada or the Government of Nova Scotia as a statutory holiday.

13.02 HOLIDAY PAY AND TIME OFF FOR FULL-TIME EMPLOYEES

- (a) All full-time employees will, unless they are on leave without pay, receive the holidays listed in Article 13.01 off with pay.
- (b) Except for Boxing Day, where a holiday listed in Article 13.01 falls on a Saturday or Sunday, full-time employees who work at the Administration Office will observe the holiday on the following Monday. When Boxing Day falls on a Saturday or Sunday, full-time employees who work at the Administration Office will receive another day off with pay in lieu of the holiday. The day off in lieu of Boxing Day will be on a day mutually agreed between the Employer and the employee.
- (c) Where both the holiday set out in Article 13.01 and the day on which the AVRL observes the holiday fall on a full-time employee's days of rest, then the employee will be entitled to another day off work as the holiday. The day off in lieu of the holiday will be on a day mutually agreed between the Employer and the employee.
- (d) Where a full-time employee would, but for the holiday, be regularly scheduled to work on the holiday or on the day on which the AVRL observes the holiday, the employee will receive both days off without loss of pay or benefits.

13.03 HOLIDAY PAY FOR PART-TIME BRANCH EMPLOYEES

- (a) To qualify for holiday pay pursuant to Article 13.03(b), part-time employees must either:
- (i) be regularly scheduled to work on the holiday or the day the holiday is observed; or
 - (ii) have been entitled to receive pay for at least ten (10) of the previous thirty (30) calendar days.
- (b) All part-time employees will, unless they are on leave without pay, receive pay for the holidays listed in Article 13.01 in an amount equal to the greater of:
- (i) pay for their regularly scheduled hours on the holiday; or
 - (ii) pay for the total number of hours paid in the thirty (30) calendar days prior to the holiday divided by the number of days worked in the previous thirty (30) calendar days.
- (c) Where both the holiday set out in Article 13.01 and the day on which the AVRL observes the holiday fall on days that a part-time employee is not scheduled to work, the employee will receive another paid day off work in lieu of the holiday. The pay for the day in lieu of the holiday will be equal to pay for the total number of hours paid in the thirty (30) calendar days prior to the holiday divided by the number of days worked in the previous thirty (30) calendar days. The day off in lieu of the holiday will be scheduled on a day mutually agreed by the Employer and the employee.
- (d) Where a part-time employee would, but for the holiday, be regularly scheduled to work on a day on which the AVRL is closed to observe a holiday, the employee will receive the day off without loss of pay or benefits.

13.04 EASTER SUNDAY, CHRISTMAS EVE, AND NEW YEAR'S EVE

The AVRL shall close all its work locations on Easter Sunday and Christmas Eve and at 1 p.m. on New Year's Eve. An employee who would regularly be scheduled to work on Easter Sunday, on Christmas Eve, or after 1 p.m. on New Year's Eve will suffer no loss of pay, benefits, or vacation. An employee who would not be regularly scheduled to work on Easter Sunday, Christmas Eve, or after 1 p.m. on New Year's Eve shall not be entitled to pay or time off in lieu for those days.

13.05 WORK ON A HOLIDAY

An employee required to work on a day observed as the holiday will receive pay for the holiday pursuant to Article 13.02 or 13.04, as the case may be, plus shall receive pay for all hours worked at one and a half times (1.5x) their regular hourly rate.

13.06 OTHER HOLIDAYS

Employees wishing to observe a holiday or a day of significance to them other than those listed in Article 13.01 shall have the option of taking vacation, time off in lieu, unpaid leave, or to make an arrangement with their supervisor to reschedule the time to be made up. Employees shall notify the Employer of the wish to observe a holiday or a day of significance by February 15 of each year, or if hired after that date, as soon as possible.

ARTICLE 14 – VACATIONS

14.01 VACATION YEAR AND SCHEDULING

The vacation year is the calendar year. Vacation will be scheduled according to an employee's wishes unless not operationally feasible.

14.02 VACATION FOR FULL-TIME EMPLOYEES

Full-time employees will receive an annual vacation with pay in accordance with the following:

- (1) Less than one (1) year of service: ten and one half (10.5) 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 service and continuing up to four (4) years: one hundred and five (105) hours;
- (3) Commencing at the beginning of the year in which the employee attains five (5) years of service and continuing up to nine (9) years: one hundred and forty (140) hours;
- (4) Commencing at the beginning of the year in which the employee attains ten (10) years of service: one hundred and seventy-five (175) hours;

14.03 VACATION FOR PART-TIME EMPLOYEES

(a) Part-time employees with designated hours averaging thirty-one and one-half (31.5) hours per week or more will receive the same vacation entitlement as full-time employees pro-rated based on their regular hours worked and shall take their vacation as paid leave.

(b) Part-time employees with designated hours averaging less than thirty-one and one half (31.5) hours per week shall receive pay in lieu of paid vacation leave payable on all hours worked on each pay in the following amounts:

- (1) From the commencement of employment and continuing up to the year in which the employee attains four (4) years of service: six percent (6%);
- (2) Commencing at the beginning of the year in which the employee attains five (5) years of service and continuing up to nine (9) years: eight percent (8%);
- (3) Commencing at the beginning of the year in which the employee attains ten (10) years of service: ten percent (10%).

- (c) 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 set out in Article 14.02 and scheduled in accordance with Article 14.01.

14.04 VACATION FOR TEMPORARY EMPLOYEES

- (a) Temporary employees will receive vacation pay of four per cent (4%) for all hours worked.
- (b) Temporary employees with terms of less than twelve (12) months will be granted unpaid vacation leave at the discretion of the Employer. Temporary employees with terms of twelve (12) months or who work twelve (12) months or more will receive unpaid vacation leave in the same way as part-time employees.

14.05 VACATION CARRY OVER

- (a) Full-time employees are entitled to carry over up to five (5) days of vacation into the next calendar year. Part-time employees entitled to paid vacation leave are entitled to carry over up to five (5) days of vacation into the next calendar year pro-rated in accordance with their regular hours worked. Part-time employees not entitled to paid vacation leave are entitled to carry over up to five (5) days of unpaid vacation leave into the next calendar year pro-rated in accordance with their regular hours worked.
- (b) Employees desiring to carry over more than five (5) days of vacation into the next calendar year may make a written request to the CEO setting out the reasons for their request, and the approval of such request will not be unreasonably denied.
- (c) All requests for vacation carryover must be made in writing no later than December 1 of the year prior.

14.06 VACATION RESCHEDULED FOR ILLNESS OR BEREAVEMENT

- (a) If an employee or a member of the employee's immediate family becomes ill prior to or during a scheduled vacation, the employee may, upon presentation of a doctor's certification, reschedule their vacation and exchange for sick leave that part of the employee's vacation that has been interrupted by illness. For the purpose of this Article 14.06(a), "immediate family" has the same meaning as set out in Article 17.01(a)(1).
- (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 17.01, the employee may reschedule and exchange for bereavement leave all or any part of the

employee's vacation.

ARTICLE 15 – SICK LEAVE

15.01 SICK LEAVE ACCRUAL

- (a) A full-time employee will accrue sick leave at the rate of ten and one half (10.5) hours per month to a maximum of one thousand and fifty hours (1,050) hours.
- (b) A part-time employee will accrue sick leave at the same rate as full-time employees pro-rated to their regularly scheduled hours.

15.02 USE OF SICK LEAVE

- (a) Except where an employee is entitled to receive Workers' Compensation Benefits, an employee is entitled to paid sick leave to the extent of their accrual:
 - (1) when they are unable to work due to their own illness; and
 - (2) subject to Article 15.05, to attend medical and dental appointments.
- (b) There will be no pay out of accrued sick leave should an employee leave the employ of the Employer for any reason.

15.03 SUBSTANTIATION OF SICK LEAVE

In the case of an absence of an employee of eight (8) consecutive working days or more due to sick leave, the Employer may require that the employee provide confirmation from a medical provider of the employee's choice that the employee is unable to work due to illness. The Employer will be reasonable in requiring such confirmation.

15.04 PRIVACY OF MEDICAL INFORMATION

Under no circumstances will the Employer be entitled to know the diagnosis of an employee or an employee's treatment plan. Where an employee has requested an accommodation of their illness or disability, the Employer shall be entitled to receive such medical information to the extent necessary to assess its obligations to accommodate and whether the accommodation can be provided. The Employer will keep private any confidential medical information of an employee, including an employee's vaccination status, of which it becomes aware.

15.05 MEDICAL AND DENTAL APPOINTMENTS

Employees shall attempt to schedule their medical and dental appointments outside their working hours. If this is not possible, an employee will attempt to schedule their medical and dental

appointments at the beginning or end of the work day. An employee will provide their supervisor with as much notice as possible of medical and dental appointments.

15.06 FAMILY SICK LEAVE

- (a) For the purposes of this Article 15.06, “immediate family” means an employee’s spouse or partner, child, parent, and the child and parents of the employee’s spouse or partner.
- (b) A full-time employee may use up to thirty-five (35) hours of sick leave each calendar year to:
 - (1) provide for the immediate care of a member of the employee’s immediate family who is sick;
 - (2) arrange for the care of a member of the employee’s immediate family where an illness is of longer duration; or
 - (3) take a member of the employee’s immediate family to a medical or dental appointment.
- (c) A part-time employee is entitled to use family sick leave to the same extent and for the same purposes as a full-time employee, pro-rated to their regularly scheduled hours.
- (d) An employee who has exhausted their family sick leave who requires further leave for one of the purposes set out in Article 15.06(b) may, at their option, take vacation, time off in lieu, or unpaid leave.

15.07 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. The term position will end upon the return of the incumbent.
- (c) Twenty-four (24) months after the employee has been continuously absent due to sickness, the Employer may declare that employee’s position vacant and post it in accordance with Article 6.01.

ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE

16.01 RIGHT TO PREGNANCY AND PARENTAL LEAVE

- (a) Employees shall be granted pregnancy 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 such leave shall continue to accrue seniority and service. Employees on pregnancy and parental leave will retain their accrued vacation and sick leave for use upon return to work, but will not accrue further vacation and sick leave during the leave.

16.02 TIMING AND LENGTH OF PREGNANCY LEAVE

An employee may take an unpaid pregnancy leave of up to sixteen (16) weeks subject to the following:

- (1) Where possible, an employee will give a minimum of four (4) weeks' notice of each of the commencement and the return from the leave.
- (2) The Employer may require that the employee provide a certificate from a legally qualified medical practitioner stating that the employee is pregnant and the expected date of delivery.
- (3) Pregnancy leave will commence, at the employee's option, not sooner than sixteen (16) weeks prior to the expected date of delivery and not later than the date of delivery.
- (4) Pregnancy leave will end, at the employee's option not sooner than the date of delivery and not later than sixteen (16) weeks after the pregnancy leave began.

16.03 TIMING AND LENGTH OF PARENTAL LEAVE

An employee who becomes a parent through the birth of a child or through adoption may take an unpaid parental leave of up to seventy-seven (77) weeks subject to the following:

- (1) Where an employee has taken pregnancy leave, the parental leave must commence immediately following the end of the pregnancy leave and the combined pregnancy and parental leave is to a maximum of seventy-seven (77) weeks.
- (2) Where Article 16.03(1) does not apply:

- (i) Where possible, the employee will give a minimum of four (4) weeks' notice of each of the commencement and the return from leave.
 - (ii) The parental leave will commence, at the employee's option, not sooner than the birth of the child or the child first arriving at the employee's home and end not later than eighteen (18) months after the child first arrives at the employee's home.
- (3) Parental leave will be continuous except that where the child for whom parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee may return to work and defer the unused portion of the parental leave until the child is discharged from hospital. An employee will provide the Employer with as much notice as possible of such circumstances.

16.04 RETURN FROM PREGNANCY AND PARENTAL LEAVE

An employee returning to work from pregnancy and/or parental leave will be placed in the same position held immediately prior to the leave unless, during the leave, the employee was the successful applicant for another position or was displaced in accordance with the provisions of this collective agreement.

16.05 BENEFITS DURING PREGNANCY AND PARENTAL LEAVE

An employee on pregnancy leave or parental leave may continue to participate in the Employer's group medical insurance, group dental insurance, and group life insurance plans during the leave but must pay one hundred per cent (100%) of the premiums.

ARTICLE 17 – OTHER LEAVES OF ABSENCE

17.01 BEREAVEMENT LEAVE

- (a) For the purposes of this Article 17.01,
- (1) “Immediate family” means an employee’s spouse or partner, parent, grandparent, child, grandchild, sibling, or the parent, grandparent, child, grandchild or sibling of the employee’s spouse or partner, any family member who resides with the employee, or any person that an employee has chosen to be a family member of the same status as the other immediate family members listed within this Article 17.01(a).
 - (2) “Extended family” means an employee’s aunt, uncle, niece, or nephew or the aunt, uncle, niece or nephew of the employee’s spouse or partner.
- (b) In the event of the death of a member’s immediate family, an employee shall be entitled to five (5) working days of paid leave.
- (c) In the event of the death of a member’s extended family, an employee shall be entitled to two (2) working days of paid leave.
- (d) Bereavement leave days set out in Article 17.01(b) and (c) do not have to be taken immediately following the death or consecutively and may be taken as single days within twelve (12) months following the death.
- (e) The CEO may, at their discretion, grant an employee’s request to take sick leave or other leave, either paid or unpaid, beyond what is set out in the foregoing provisions of this Article 17.01.

17.02 LEAVE FOR CONFERENCES

An employee may request time off with pay to attend other conferences and workshops relevant to the employee’s position. In deciding whether to grant the leave, the Employer will take into account the following factors:

- (1) The Employer’s financial situation;
- (2) The relevance of the conference or workshop to the position the employee holds or hopes to hold with the Employer;

- (3) Whether the employee holds a position with the organization holding the conference or workshop; and
- (4) Whether the employee has been given the opportunity to attend other conferences or workshops.

17.03 LEAVE FOR STAFF DEVELOPMENT

- (a) The Employer will provide at least one (1) in-service day per year for staff development. As many employees as possible will be scheduled to work on the in-service day and will attend the in-service day with pay.
- (b) In addition to the in-service day referred to in Article 17.03(a), the Employer will attempt to hold at least one (1) other in-service day per year for Branch Supervisors.

17.04 COURT DUTY

An employee will receive time off with pay if they are summoned to appear for jury duty or are appearing in court or a tribunal hearing as a party or a witness.

17.05 CITIZENSHIP CEREMONY

An employee will be granted time off with pay to attend their citizenship ceremony. An employee will give as much notice as possible of such leave and, where requested, will provide a copy of their invitation or notice to appear for such ceremony.

17.06 LEAVE FOR POLITICAL PARTICIPATION

- (a) When working conditions permit and on the written request of the employee, the Employer may grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial or Municipal elections.
- (b) If an employee is elected in a Federal, Provincial or Municipal election, the employee may apply to the Employer for a leave of absence without pay for the term of office or for the period(s) that the legislative body meets. No employee shall be required to take such leave of absence unless:
 - (1) the employee cannot reasonably perform his/her duties during the term of office or during the period(s) the legislative body meets; or
 - (2) an unacceptable disruption of the employee's work would result; or

- (3) a conflict of interest arises between the duties of the elected office and the performance of the employee's duties for the Employer.

17.07 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 twenty-eight (28) 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 fifty-two (52) weeks after the certificate was issued, whichever is earlier. If the family member dies, the employee will commence bereavement leave in accordance with Article 17.01 immediately following the conclusion of the compassionate care period.
- (d) For the purposes of this Article 17.07, "family member" means:
 - (1) an employee's spouse or partner, child, grandchild, parent, grandparent, sibling, aunt, uncle, niece, or nephew;
 - (2) a child, grandchild, parent, grandparent, sibling, aunt, uncle, niece, or nephew of the employee's spouse or partner;
 - (3) 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.
- (e) The Employer will permit an employee who requires more than twenty-eight (28) weeks of compassionate care leave to use vacation, sick leave or other accumulated leaves or to take an unpaid leave of absence.

17.08 PREGNANCY LOSS

- (a) For the purpose of this Article 17.08, "pregnancy loss" means a pregnancy that ends other than as a result of a live birth.

- (b) An employee who, but for a pregnancy loss, would have become a parent, including through adoption or surrogacy, is entitled to bereavement leave pursuant to Article 17.01(b) upon the pregnancy loss occurring.
- (c) In addition to leave pursuant to Article 17.08(b):
 - (1) where a pregnancy loss is experienced by an employee who was pregnant more than nineteen (19) weeks into the pregnancy and the employee will not be entitled to pregnancy leave pursuant to Article 16.02, the employee shall be entitled to take, at the employee's option, up to sixteen (16) weeks of unpaid leave.
 - (2) where an employee has a pregnancy loss and is entitled to pregnancy leave pursuant to Article 16.02, the employee shall be entitled to take, at the employee's option:
 - (i) the remainder of their pregnancy leave available pursuant to Article 16.02; and
 - (ii) any additional unpaid leave that will provide the employee a total of up to sixteen (16) weeks leave starting on the day the pregnancy loss occurs.
- (d) Any leave taken pursuant to this Article 17.08 will be consecutive.
- (e) To receive leave pursuant to this Article 17.08, an employee may be required to provide a medical documentation substantiating the pregnancy loss.

17.09 LEAVE PURSUANT TO LABOUR STANDARDS CODE

Except where there is a greater entitlement pursuant to this collective agreement, employees will receive all leaves provided through the Nova Scotia *Labour Standards Code*, including:

- (1) Reservist leave;
- (2) Critically ill child care leave;
- (3) Critically ill adult care leave;
- (4) Crime-related child death or disappearance leave;

- (5) Emergency leave where an emergency has been declared pursuant to legislation; and
- (6) Leave for victims of domestic violence.

17.10 OTHER LEAVE

The Employer may, in its discretion, grant unpaid leave to an employee and/or permit an employee to use some of their sick leave for purposes other than set out in Article 15.

ARTICLE 18 – HEALTH AND SAFETY

18.01 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, and managers shall co-operate to promote safe working conditions and practices and the enforcement of safety rules.
- (b) The Occupational Health and Safety Act, its Regulations and Guidelines shall constitute a minimum standard of protection for employees.

18.02 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 three (3) representatives on the OHSC. The Union shall be entitled to up to three (3) 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.

18.03 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) 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 and to each AVRL location. The draft minutes shall be corrected and approved at the next regular meeting of the OHSC.

18.04 PAY FOR COMMITTEE WORK

An employee who is a member of the OHSC will be entitled to have any time off needed and to be paid at their regular rate for all time necessary to carry out the employee's functions as a member of the committee, including to attend meetings of the committee, to carry out workplace OHSC inspections, and to attend training as determined by the OHSC. However, the minimum shift set out in Article 11.02(c) will not apply and an employee will not receive an overtime premium as a result of such work.

18.05 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.

18.06 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.

18.07 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.

ARTICLE 19 - LABOUR/MANAGEMENT COMMITTEE

19.01 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.

19.02 MEMBERS

The Employer shall have up to four (4) representatives on the LMC. The Union shall have up to four (4) 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.

19.03 MEETINGS

- (a) The LMC shall meet at least once every three (3) 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 Human Resources and Facilities Manager.
- (b) LMC meetings shall be scheduled during normal working hours. An employee who is a member of the LMC will be entitled to have any time off needed and to be paid at their regular rate for all time necessary to attend meetings. However, the minimum shift set out in Article 11.02(c) will not apply and an employee will not receive an overtime premium as a result of such work.

19.04 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.

19.05 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 20 – GRIEVANCE AND ARBITRATION

20.01 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 anything arising expressly or inferentially out of the collective agreement.

20.02 INFORMAL PROCESS

- (a) All employees are encouraged, either with or without the assistance of a Union Advocate, to discuss any workplace difficulties that arise with their immediate supervisor or manager or other supervisor or manager relevant to the issue.
- (b) Where the Union or the Employer believes an issue has arisen that may be a grievance, they will inform the other party of the issue and whether there may be information, discussion, or anything else that may assist in resolving the matter. The parties may agree to meet, in which case the meeting will be held as soon as possible.

20.03 FORMAL PROCESS

- (a) Not sooner than fifteen (15) calendar days from having alerted the other party of the issue pursuant to Article 20.02(b) and within the timelines set out in Article 20.03(b) and (c), where the party raising the issue determines that the informal process set out in Article 20.02 will not result in arriving at a resolution, the party may initiate a formal grievance by providing the other party written notice of the grievance. The written grievance must cite the Article(s) that are the subject of the dispute and the relief being sought.
- (b) A grievance concerning an allegation of discrimination, harassment, or workplace violence shall be made within six (6) months of the conduct complained of, or if the conduct involves more than one event, within six (6) months of the most recent event. Where during the initial six (6) months, the employee has been on leave for a period of thirty (30) consecutive days or more, the period for filing a grievance concerning an allegation of discrimination, harassment, or workplace violence will be extended by the period of the leave to a maximum of a further six (6) months.
- (c) Grievances not involving an allegation of discrimination, harassment, or workplace violence shall be made within forty-five (45) calendar days of the date of occurrence, cause thereof, or knowledge thereof.
- (d) “Knowledge thereof” in this Article 20 means the date on which the grievor(s) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance or when it can reasonably be known there is a dispute regarding the issue.

- (e) The Union shall send grievances via email to the Human Resources and Facilities Manager or their designate. The Employer shall send grievances via email to the Union's Business Agent or their designate.
- (f) The Union may take a grievance in place of an employee, whether or not the employee agrees.

20.04 ALTERNATE DISPUTE PROCESS

- (a) The parties may, but are not obligated to, mutually agree to attempt to resolve a grievance submitted pursuant to Article 20.03 through mediation. Where a party wishes to explore this option, it will communicate this to the other party and propose one (1) or more mediators that would be acceptable to them. The other party will respond to the suggested mediator within fourteen (14) calendar days either agreeing to a proposed mediator, proposing a different mediator, or advising that mediation is not agreeable.
- (b) Either party may propose to the other party any alternate dispute resolution process that the party believes may lead to a resolution of the matter, but the other party is under no obligation to agree to such alternate process. Alternate processes may include, for example, facilitated discussion, talking circle, restorative justice, or case appraisal.
- (c) Unless the parties otherwise agree in writing in advance, the expense incurred by the parties in mutually engaging any external mediator or other individual and any expenses incidental thereto will be borne equally by the parties.

20.05 ARBITRATION

- (a) Where a grievance has not been satisfactorily resolved pursuant to the foregoing provisions of Article 20 and the parties are not otherwise engaged in an alternative dispute process, the party that initiated the grievance may submit the grievance to arbitration and, when doing so, shall name at least one (1) nominee to act as sole arbitrator.
- (b) Within fourteen (14) calendar days after receiving such notice, the party receiving the notice shall agree to one (1) of the other party's nominees for arbitrator or propose a different nominee to act as arbitrator.
- (c) Where a party has not responded pursuant to Article 20.04(b) or the parties are unable to agree on a nominee to act as arbitrator, the other party may request the Minister of Labour for Nova Scotia to name an arbitrator.
- (d) Each party shall equally share the fees and expenses charged by an arbitrator.

20.06 POWERS OF ARBITRATION BOARD

- (a) Any question submitted to arbitration shall be decided by the 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.
- (b) An arbitrator shall have the power and authority to interpret this collective agreement and make decisions and awards with regard to the matter submitted, including to decrease or eliminate penalties in regard to employee discipline or dismissal.
- (c) An arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with this collective agreement.
- (d) Should the parties disagree as to the meaning of an arbitrator's decision, either party may apply to the arbitrator to clarify the decision.
- (e) An arbitrator has the power to waive any irregularity in the processing or pursuing of a grievance provided that such irregularity was reasonable in the circumstances.

ARTICLE 21 – TERM OF AGREEMENT, AMENDMENTS, AND RETROACTIVITY

21.01 EFFECTIVE DATES

This collective agreement shall be effective from July 28, 2022 to March 31, 2025.

21.02 IMPLEMENTATION

Subject to Article 21.03, this collective agreement shall be implemented upon ratification by both parties.

21.03 RETROACTIVITY

Except for retroactive pay pursuant to Article A.04, this collective agreement shall not be retroactive.

21.04 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 the collective agreement.

21.05 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 no sooner than three (3) months prior to the expiry of the agreement.

21.06 EXTENSION OF TERM

This Collective Agreement shall expire on the date of expiry set out in Article 21.01 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*.

NSUPE Local 23 & AVRL Collective Agreement

THIS COLLECTIVE AGREEMENT SIGNED, SEALED AND DELIVERED IN DUPLICATE:

On this 23rd day of October, 2023, in the presence of:

Nova Scotia Union of Public and Private Employees, Local 23

WITNESS

PRESIDENT
NSUPE LOCAL 23

WITNESS

VICE-PRESIDENT
NSUPE LOCAL 23

Annapolis Valley Regional Library Board

WITNESS

CHAIR
ANNAPOLIS VALLEY REGIONAL LIBRARY BOARD

WITNESS

CHIEF EXECUTIVE OFFICER
ANNAPOLIS VALLEY REGIONAL LIBRARY

APPENDIX "A" – PAY BANDS, CLASSIFICATIONS & SALARIES

A.01 PAY BANDS, CLASSIFICATIONS, & SALARIES – APRIL 1, 2023

(a) Effective the third pay following ratification of this collective agreement, the pay bands, classifications, and annual and hourly salaries will be:

Band	Classification(s)	Step 2	Step 3	Step 4	Step 5	Step 6
3	Bookmobile Clerk	28,774	30,139	31,541	33,033	33,342
	Collection Management Clerk	15.81	16.56	17.33	18.15	18.32
	Innovation Lab Clerk					
	Library Clerk 2					
4	Acquisitions Clerk	30,503	31,941	33,452	35,035	35,363
	Indigenous Liaison	16.76	17.55	18.38	19.25	19.43
	Library Clerk 3					
	Public Services Clerk					
	Special Collections Clerk					
5	Special Collections Assistant	32,232	33,743	35,344	37,019	37,383
	Bookmobile Assistant	17.71	18.54	19.42	20.34	20.54
6	Branch Manager 1	33,961	35,563	37,255	39,021	39,385
	Communications Assistant	18.66	19.54	20.47	21.44	21.64
7		35,690	37,383	39,148	41,023	41,405
		19.61	20.54	21.51	22.54	22.75
8		37,401	39,185	41,041	43,007	43,425
		20.55	21.53	22.55	23.63	23.86
9	Library Administrator - Systems	39,130	41,005	42,952	45,009	45,445
		21.50	22.53	23.60	24.73	24.97
10		40,859	42,806	44,845	47,011	47,447
		22.45	23.52	24.64	25.83	26.07
11	Branch Manager 2	42,588	44,608	46,756	49,013	49,468
		23.40	24.51	25.69	26.93	27.18

(b) The classifications and pay rates set out in Article A.01(a) are intended to reflect the classifications and pay rates in effect as of July 22, 2022, with the following changes:

- (1) A \$1.00 per hour increase on all pay rates and steps effective April 1, 2023. Retroactive pay will be paid pursuant to Article A.04.
- (2) Any employee who was mid-step prior to the implementation of this collective agreement will be moved to the next full step as of the third pay day following ratification of this collective agreement.

A.02 PAY BANDS, CLASSIFICATIONS AND SALARIES – JANUARY 1, 2024

- (a) On January 1, 2024, the following classification changes will take effect and any employee in a previous classification will, as the case may be, be moved to the new classification or have their classification renamed and, subject to Article A.05 (Red-Circling), will receive the pay rate of the new classification or renamed classification in accordance with Article A.02(d):
 - (1) The Bookmobile Clerk will be renamed Administrative Clerk;
 - (2) The Bookmobile Assistant and Special Collections Assistant will be moved to the classification of Administration Clerk;
 - (3) Library Clerk 2 will be moved to the classification Library Clerk;
 - (4) Library Clerk 3 will be renamed Library Clerk;
 - (5) Branch Manager 1 will be moved to the classification of Branch Supervisor; and
 - (6) Branch Manager 2 will be renamed Branch Supervisor.
- (b) The parties acknowledge that arising from Articles A.02(a) and (d):
 - (1) The employees in the previous classifications of Indigenous Liaison, Innovation Lab Clerk, Library Clerk 2, Branch Manager 1 and Library Administrator – Systems will move to higher pay bands and receive an increase in pay; and
 - (2) The employees in the classifications of Special Collections Assistant and Bookmobile Assistant will move to a lower pay band and have their pay rate red-circled.
- (c) Effective January 1, 2024, all employees will have their step renumbered one step lower (e.g. Step 2 is renamed Step 1 and Step 6 is renamed Step 5) but this change will not affect an employee's pay rate.
- (d) Effective January 1, 2024, the the pay bands, classifications, and annual and hourly salaries will be:

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Band	Classification(s)	Step 1	Step 2	Step 3	Step 4	Step 5
1	Collection Management Clerk JE Score: 200-299	28,774 15.81	30,139 16.56	31,541 17.33	33,033 18.15	33,342 18.32
2	Acquisitions Clerk Administration Clerk Innovation Lab Clerk Library Clerk Public Services Clerk JE Score: 300-399	30,503 16.76	31,941 17.55	33,452 18.38	35,035 19.25	35,363 19.43
3	Bookmobile Assistant Special Collections Assistant JE Score: 400-499	32,232 17.71	33,743 18.54	35,344 19.42	37,019 20.34	37,383 20.54
4	Indigenous Liaison JE Score: 500-599	33,961 18.66	35,563 19.54	37,255 20.47	39,021 21.33	39,385 21.64
5	JE Score: 600-600	37,401 20.55	39,185 21.53	41,041 22.55	43,007 23.63	43,425 23.86
6	Branch Supervisor Library Administrator – Systems JE Score: 700-799	42,588 23.40	44,608 24.51	46,756 25.69	49,013 26.93	49,468 27.18
7	JE Score: 800-899	47,247 25.96	49,522 27.21	51,906 28.52	54,400 29.89	54,928 30.18
8	Marketing Librarian JE Score: 900-999	56,638 31.12	59,368 32.62	62,262 34.21	65,283 35.87	65,902 36.21
9	JE Score: 1000-1099	61,334 33.70	64,319 35.34	67,431 37.05	70,725 38.86	71,399 39.23

A.03 PAY BANDS, CLASSIFICATIONS AND SALARIES – APRIL 1, 2024

Effective April 1, 2024, all hourly rates will be increased by one dollar (\$1.00) per hour, and the pay bands, classifications, and annual and hourly salaries will be:

Band	Classification(s)	Step 1	Step 2	Step 3	Step 4	Step 5
1	Collection Management Clerk JE Score: 200-299	30,594 16.81	31,959 17.56	33,361 18.33	34,853 19.15	35,162 19.32

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2	Acquisitions Clerk Administration Clerk Innovation Lab Clerk Library Clerk Public Services Clerk JE Score: 300-399	32,323 17.76	33,761 18.55	35,272 19.38	36,855 20.25	37,183 20.43
3	Bookmobile Assistant Special Collections Assistant JE Score: 400-499	34,052 18.71	35,563 19.54	37,164 20.42	38,839 21.34	39,203 21.54
4	Indigenous Liaison JE Score: 500-599	35,781 19.66	37,383 20.54	39,075 21.47	40,841 22.44	41,205 22.64
5	JE Score: 600-600	39,221 21.55	41,005 22.53	42,861 23.55	44,827 24.63	45,245 24.86
6	Branch Supervisor Library Administrator – Systems JE Score: 700-799	44,408 24.40	46,428 25.51	48,576 26.69	50,833 27.93	51,288 28.18
7	JE Score: 800-899	49,067 26.96	51,342 28.21	53,726 29.52	56,220 30.89	56,748 31.18
8	Marketing Librarian JE Score: 900-999	58,458 32.12	61,188 33.62	64,082 35.21	67,103 36.87	67,722 37.21
9	JE Score: 1000-1099	63,154 34.70	66,139 36.34	69,251 38.05	72,545 39.86	73,219 40.23

A.04 RETROACTIVE PAY

Except for any employee whose pay is red-circled following the pay increase set out in Article A.01, all employees in the employ of the Employer on or following April 1, 2023, including any employees who have since left the employ of the employer, will receive \$1.00 per hour in retroactive pay for all hours paid since April 1, 2023. The retroactive pay will be paid on the third pay day following ratification of this collective agreement.

A.05 RED-CIRCLED EMPLOYEES

- (a) No employee will have their pay rate decreased while this collective agreement is in effect.
- (b) An employee who is paid at a rate greater than the salary for their classification at the time that Article A.01, A.02, or A.03 is effective will have their pay red-circled and continue to be paid at

that greater rate and will not receive an increase until such time as the pay for the employee's classification catches up with the pay the employee is receiving.

- (c) An employee who is subject to Article A.05(b) when pay increases come into effect on either or both of April 1, 2023 and April 1, 2024, will not receive an increase to their pay but will receive lump-sum payments as follows:

- (1) Red-circled as of April 1, 2023:

- (i) On the third pay following the ratification of the collective agreement, a lump-sum amount equal to the designated hours of the employee per pay period times thirteen (13) (pay periods) times fifty cents (\$0.50) less statutory deductions; and
- (ii) On the first pay following October 1, 2023, and provided the employee remains an employee of the employer at the time, a lump-sum amount equal to the designated hours of the employee per pay times thirteen (13) times fifty cents (\$0.50) less statutory deductions.

- (2) Red-circled as of April 1, 2024:

- (i) On the first pay following April 1, 2024, a lump-sum amount equal to the designated hours of the employee per pay period times thirteen (13) times fifty cents (\$0.50) less statutory deductions; and
- (ii) On the first pay following October 1, 2024, and provided the employee remains an employee of the employer at the time, a lump-sum amount equal to the designated hours of the employee per pay period times thirteen (13) times fifty cents (\$0.50) less statutory deductions.

**MEMORANDUM OF UNDERSTANDING
TRANSITION**

Between:

ANNAPOLIS VALLEY REGIONAL LIBRARY BOARD (the “Employer”)

- and -

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES, LOCAL 23 (the “Union”)

Whereas the Union became the certified bargaining agent for employees of the Employer on July 28, 2022; and

Whereas the parties wish to ensure such transition does not disadvantage any member of the bargaining unit with respect to their pay and benefit entitlements accrued prior to a collective agreement being entered into; and

Whereas the parties wish to provide for a period of transition for any scheduling changes arising from the implementation of this collective agreement;

1. All employees will retain and have available for use any sick leave, vacation, time off in lieu, and other entitlements the employee had accrued prior to the signing of this collective agreement.
2. Except where an employee’s position or status changes pursuant to this collective agreement:
 - (1) an employee who, prior to the signing of this collective agreement, received a higher rate of pay than the employee would receive pursuant to Article A.01, will continue to receive the higher rate of pay; and
 - (2) an employee will not be reduced in their step on the wage scale.
3. Notwithstanding the provisions of the collective agreement, any employee who participated in the Employer’s group benefits plans prior to the signing of this collective agreement may continue to do so.
4. There will be a period of sixty (60) calendar days to implement any scheduling changes arising from the implementation of the provisions of Article 10 of this collective agreement.
5. This letter forms part of the collective agreement.

NSUPE Local 23 & AVRL Collective Agreement

Signed on behalf of the Annapolis Valley Regional Library Board:

Chair, Annapolis Valley Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 23:

President, Nova Scotia Union of Public & Private
Employees, Local 23

**MEMORANDUM OF UNDERSTANDING
STANDBY**

Between:

ANNAPOLIS VALLEY REGIONAL LIBRARY BOARD (the “Employer”)

- and -

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES, LOCAL 23 (the “Union”)

The parties agree that Article 12.04 will not apply to the employee filling the position of Library Administrator (Systems) at the time this collective agreement is signed.

Signed on behalf of the Annapolis Valley Regional Library Board:

Chair, Annapolis Valley Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 23:

President, Nova Scotia Union of Public & Private
Employees, Local 23

**MEMORANDUM OF UNDERSTANDING
ZONES**

Between:

ANNAPOLIS VALLEY REGIONAL LIBRARY BOARD (the "Employer")

- and -

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES, LOCAL 23 (the "Union")

1. The Union acknowledges that the Employer has advised it may implement a system whereby its branches are grouped into zones and employees may be assigned to work at more than one (1) branch within their zone.
2. The Employer agrees to consult further with the Union prior to implementing any system of zoning.
3. The parties acknowledge that there are many benefits that may be achieved through zoning, including creating more full-time jobs or jobs with more regular hours of work, providing greater consistency among branches, and better services for library patrons. At the same time, zoning will be a major change from prior practice. Accordingly, the parties agree that if zoning is implemented:
 - (a) Once the initial grouping of the branches is established, the groups will not be changed without the written agreement of the Union.
 - (b) Any employee hired prior to zoning being implemented may be offered, but will not be required to have their regular hours worked at more than one branch. Once an offer to work their regular hours at more than one branch is accepted by the employee, the option for the employee to revert back to working at only one branch will be at the discretion of the Employer.
 - (c) Prior to posting a part-time job that becomes vacant, the Employer has the discretion to offer a part-time employee within the same classification and zone, the opportunity to increase their regular hours of work and/or become full-time through working at more than one branch. Where there is more than one (1) employee who may be eligible for the position with increased hours, the position will offered in order of seniority.
4. This letter forms part of the Collective Agreement.

NSUPE Local 23 & AVRL Collective Agreement

Signed on behalf of the Annapolis Valley Regional Library Board:

Chair, Annapolis Valley Regional Library Board

Signed on behalf of the Nova Scotia Union of Public & Private Employees, Local 23:

President, Nova Scotia Union of Public & Private
Employees, Local 23