

THIS AGREEMENT made in duplicate as of the 1<sup>st</sup> day of April, 2005;

EFFECTIVE: August 3, 2005

BETWEEN:

**NOVA SCOTIA UNION OF PUBLIC AND  
PRIVATE EMPLOYEES, LOCAL 14**

OF THE ONE PART

-and-

**HALIFAX REGIONAL LIBRARY BOARD**

OF THE OTHER PART

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

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

**CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
1	DEFINITIONS . . . . .	1
2	RECOGNITION . . . . .	5
3	UNION REPRESENTATION . . . . .	7
4	GENERAL CONDITIONS . . . . .	11
5	SENIORITY . . . . .	17
6	VACANCIES, POSTINGS, APPOINTMENTS AND TRANSFERS . . . . .	19
7	CHANGES IN STAFFING . . . . .	25
8	PAY AND CLASSIFICATIONS . . . . .	30
9	JOB EVALUATION PROGRAM . . . . .	34
10	BENEFITS . . . . .	37
11	HOURS OF WORK . . . . .	39
12	OVERTIME . . . . .	46
13	STAND-BY . . . . .	48
14	CALL OUT PAY . . . . .	50
15	HOLIDAYS . . . . .	51
16	VACATIONS . . . . .	54
17	SICK LEAVE, MEDICAL CERTIFICATES, JOB PROTECTION WHILE ILL AND WORKERS COMPENSATION . . . . .	59
18	LEAVES OF ABSENCE . . . . .	65
19	PREGNANCY LEAVE AND PARENTAL LEAVE . . . . .	74
20	HEALTH AND SAFETY . . . . .	78
21	LABOUR/MANAGEMENT COMMITTEE . . . . .	81
22	EMPLOYEE DEVELOPMENT AND TRAINING . . . . .	82
23	PERFORMANCE APPRAISALS AND ASSESSMENTS . . . . .	85
24	JOB SHARING . . . . .	87
25	DEFERRED SALARY LEAVE PROGRAM . . . . .	89
26	GRIEVANCE AND ARBITRATION . . . . .	92
27	TERM OF AGREEMENT, AMENDMENTS, RETROACTIVITY . . . . .	96
APP. A	SALARIES . . . . .	99
APP. B	CLASSIFICATIONS AND JOB TITLES . . . . .	101
APP. C	DARTMOUTH RETIREMENT BENEFIT . . . . .	103

**TABLE OF CONTENTS**

**ARTICLE 1 - DEFINITIONS . . . . . 1**  
1.01 DEFINITIONS . . . . . 1

**ARTICLE 2 - RECOGNITION . . . . . 5**  
2.01 RECOGNITION OF EMPLOYER . . . . . 5  
2.02 RECOGNITION OF UNION . . . . . 5  
2.03 TEMPORARY EMPLOYEES, STUDENTS, AND FEDERAL, PROVINCIAL OR MUNICIPAL  
PROGRAM EMPLOYEES . . . . . 6  
2.04 NO PRIVATE AGREEMENTS . . . . . 6  
2.05 NO STRIKE OR LOCKOUT . . . . . 6

**ARTICLE 3 - UNION REPRESENTATION . . . . . 7**  
3.01 MEMBERSHIP AND CHECK-OFF . . . . . 7  
3.02 DEDUCTIONS MADE BY EMPLOYER . . . . . 7  
3.03 BARGAINING UNIT ORIENTATION . . . . . 7  
3.04 UNION STEWARD . . . . . 8  
3.05 EMPLOYEE REPRESENTATIVES OF THE UNION . . . . . 8  
3.06 UNION BUSINESS AGENT AND OTHER UNION REPRESENTATIVES NOT ON THE  
EMPLOYER'S PAYROLL . . . . . 9  
3.07 CORRESPONDENCE, NOTICES AND MEETINGS . . . . . 9  
3.08 BULLETIN BOARDS . . . . . 9  
3.09 INFORMATION ON BARGAINING UNIT EMPLOYEES . . . . . 10

**ARTICLE 4 - GENERAL CONDITIONS . . . . . 11**  
4.01 EMPLOYMENT EQUITY . . . . . 11  
4.02 NO DISCRIMINATION . . . . . 12  
4.03 NO HARASSMENT . . . . . 12  
4.04 EMPLOYEE'S FILE . . . . . 13  
4.05 NO RELEASE OF CONFIDENTIAL INFORMATION . . . . . 14  
4.06 UNNAMED INSUREDS . . . . . 14  
4.07 WITHDRAWAL OF RESIGNATION . . . . . 14  
4.08 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP) . . . . . 15  
4.09 CLOTHING AND SAFETY EQUIPMENT . . . . . 15  
4.10 HALIFAX REGIONAL LIBRARY BOARD . . . . . 15  
4.11 INCLEMENT WEATHER . . . . . 16  
4.12 COMPLIANCE WITH LAWS AND NOTICE . . . . . 16

**ARTICLE 5 - SENIORITY . . . . . 17**

5.01 DEFINITION . . . . . 17

5.02 SENIORITY LIST . . . . . 17

5.03 LOSS OF SENIORITY . . . . . 17

5.04 RETENTION OF SENIORITY . . . . . 18

**ARTICLE 6 - VACANCIES, POSTINGS, APPOINTMENTS AND TRANSFERS . 19**

6.01 JOB POSTINGS . . . . . 19

6.02 APPOINTMENT CRITERIA . . . . . 20

6.03 ORDER OF CONSIDERATION . . . . . 20

6.04 REASONS . . . . . 21

6.05 TEMPORARY APPOINTMENTS . . . . . 21

6.06 POSITION TRANSFERRED TO NEW LOCATION . . . . . 21

6.07 LATERAL MOVES . . . . . 22

6.08 PROBATIONARY PERIOD . . . . . 22

6.09 TRIAL PERIOD . . . . . 23

6.10 MORE THAN ONE POSITION . . . . . 24

6.11 ADDITIONAL DESIGNATED HOURS . . . . . 24

6.12 PRIORITY PLACEMENT LIST . . . . . 24

**ARTICLE 7 - CHANGES IN STAFFING . . . . . 25**

7.01 NOTICE OF CHANGE IN STAFFING . . . . . 25

7.02 BARGAINING UNIT WORK . . . . . 25

7.03 VOLUNTEERS . . . . . 25

7.04 CONTRACTING OUT . . . . . 26

7.05 CONDITIONS FOR LAYOFF . . . . . 26

7.06 LAYOFF PROCEDURE . . . . . 27

7.07 BUMPING REQUIREMENTS . . . . . 27

7.08 RETURN FROM LAYOFF . . . . . 28

**ARTICLE 8 - PAY AND CLASSIFICATIONS . . . . . 30**

8.01 PAY RATES AND METHOD OF PAY . . . . . 30

8.02 CALCULATION OF PAY . . . . . 30

8.03 NEW POSITIONS . . . . . 31

8.04 STEP INCREMENTS . . . . . 31

8.05 WORK IN ANOTHER CLASSIFICATION . . . . . 31

8.06 COMPENSATION FOR VEHICLE USE . . . . . 32

8.07 OCCASIONAL TRAVEL . . . . . 32

8.08 TRAVEL ON EMPLOYER BUSINESS . . . . . 32

**ARTICLE 9 - JOB EVALUATION PROGRAM . . . . . 34**

9.01 JOB EVALUATION PROGRAM (JEP) . . . . . 34

9.02 JOB EVALUATION COMMITTEE . . . . . 34

9.03 RIGHT TO EVALUATION . . . . . 34

9.04 APPEAL . . . . . 35

9.05 INFORMATION TO EMPLOYEES . . . . . 35

9.06 CLASSIFICATION . . . . . 35

**ARTICLE 10 - BENEFITS . . . . . 37**

10.01 GROUP BENEFITS PLANS . . . . . 37

10.02 PENSION PLAN . . . . . 37

**ARTICLE 11 - HOURS OF WORK . . . . . 39**

11.01 WORK DAY FOR FULL-TIME EMPLOYEES . . . . . 39

11.02 WORK WEEK FOR FULL-TIME EMPLOYEES . . . . . 39

11.03 WORK DAY FOR PART-TIME EMPLOYEES . . . . . 40

11.04 WORK WEEK FOR PART-TIME EMPLOYEES . . . . . 40

11.05 NO SPLIT SHIFTS . . . . . 41

11.06 SHIFTS POSTED . . . . . 41

11.07 MEAL BREAKS . . . . . 41

11.08 WORK BREAKS . . . . . 42

11.09 ADDITIONAL HOURS FOR PART-TIME EMPLOYEES . . . . . 42

11.10 BLENDED POSITIONS AND EMPLOYEES WHO HOLD MORE THAN ONE POSITION . . . . . 43

11.11 OTHER EMPLOYERS . . . . . 43

11.12 TRAVEL TIME . . . . . 44

11.13 TEMPORARY LOCATION CLOSURE . . . . . 44

11.14 FLOATERS . . . . . 44

**ARTICLE 12 - OVERTIME . . . . . 46**

12.01 OVERTIME DEFINED AND PAY FOR OVERTIME . . . . . 46

12.02 TIME OFF IN LIEU OF OVERTIME PAY . . . . . 46

12.03 DISTRIBUTION AND RECORD OF OVERTIME . . . . . 47

12.04 OVERTIME MEAL ALLOWANCE . . . . . 47

12.05 MAXIMUM WORKING HOURS AND WORK BREAKS . . . . . 47

**ARTICLE 13 - STAND-BY . . . . . 48**

13.01 "STAND-BY" DEFINED . . . . . 48

13.02 PRE-CONDITIONS FOR STAND-BY . . . . . 48

13.03 DISTRIBUTION AND SCHEDULE . . . . . 48

13.04 STAND-BY PAY . . . . . 48

13.05 HOLIDAYS . . . . . 49

**ARTICLE 14 - CALL OUT PAY . . . . . 50**

14.01 CALL OUT DEFINED: . . . . . 50

14.02 MINIMUM PAY . . . . . 50

14.03 WORK OFF SITE . . . . . 50

**ARTICLE 15 - HOLIDAYS . . . . . 51**

15.01 HOLIDAYS . . . . . 51

15.02 EASTER SUNDAY, CHRISTMAS EVE AND NEW YEAR'S EVE . . . . . 51

15.03 HOLIDAY PAY AND TIME OFF FOR FULL-TIME EMPLOYEES . . . . . 51

15.04 HOLIDAY PAY FOR PART-TIME EMPLOYEES . . . . . 52

15.05 WORK ON A HOLIDAY . . . . . 53

15.06 OTHER RELIGIOUS HOLIDAYS . . . . . 53

**ARTICLE 16 - VACATIONS . . . . . 54**

16.01 VACATION ENTITLEMENT FOR FULL-TIME EMPLOYEES . . . . . 54

16.02 VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES . . . . . 54

16.03 EMPLOYEES RECEIVING MORE VACATION . . . . . 55

16.04 TIME FOR VACATION AND NOTIFICATION . . . . . 55

16.05 HOLIDAY IN VACATION PERIOD . . . . . 57

16.06 VACATION RESCHEDULED FOR ILLNESS . . . . . 57

16.07 WORK DURING VACATION . . . . . 57

16.08 PRO-RATING VACATION WHILE ON UNPAID LEAVE . . . . . 57

16.09 VACATION TO WHICH AN EMPLOYEE NOT ENTITLED . . . . . 57

16.10 VACATION ON TERMINATION . . . . . 58

**ARTICLE 17 - SICK LEAVE, MEDICAL CERTIFICATES, JOB PROTECTION  
WHILE ILL & WORKERS' COMPENSATION . . . . . 59**

17.01 SICK LEAVE . . . . . 59

17.02 ACCUMULATION OF SICK LEAVE . . . . . 59

17.03 SICK LEAVE ADVANCES . . . . . 60

17.04 MEDICAL AND DENTAL APPOINTMENTS . . . . . 61

17.05 FAMILY SICK LEAVE . . . . . 61

17.06 REPORTING ABSENCE AND RETURN . . . . . 62

17.07 MEDICAL CERTIFICATES . . . . . 62

17.08 JOB PROTECTION WHILE ILL . . . . . 62

17.09 BENEFITS WHILE ILL . . . . . 63

17.10 WORKERS' COMPENSATION . . . . . 64

17.11 SICK LEAVE DURING LEAVE OF ABSENCE . . . . . 64

**ARTICLE 18 - LEAVES OF ABSENCE . . . . . 65**

18.01 BEREAVEMENT LEAVE: . . . . . 65

18.02 COMPASSIONATE CARE LEAVE . . . . . 66

18.03 UNION LEAVE . . . . . 67

18.04 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION . . . . . 68

18.05 LEAVE FOR NEGOTIATIONS . . . . . 68

18.06 LEAVE FOR POLITICAL PARTICIPATION . . . . . 68

18.07 LEAVE FOR JURY OR WITNESS DUTY . . . . . 69

18.08 LEAVE FOR INDIVIDUAL REASONS WITHOUT PAY . . . . . 70

18.09 EMERGENCY LEAVE . . . . . 71

18.10 PRE-RETIREMENT LEAVE . . . . . 71

18.11 COMMUNITY ASSISTANCE LEAVE . . . . . 72

18.12 LEAVE TO ATTEND ASSOCIATION MEETINGS . . . . . 72

18.13 SECONDMENTS . . . . . 73

18.14 LEAVE TO GIVE BLOOD . . . . . 73

**ARTICLE 19 - PREGNANCY LEAVE AND PARENTAL LEAVE . . . . . 74**

19.01 RIGHT TO PREGNANCY AND PARENTAL LEAVE . . . . . 74

19.02 TIMING AND LENGTH OF PREGNANCY LEAVE . . . . . 74

19.03 SICKNESS AND ACCOMMODATION . . . . . 75

19.04 TIMING AND LENGTH OF PARENTAL LEAVE . . . . . 75

19.05 BENEFITS . . . . . 76

19.06 RETURN FROM LEAVE . . . . . 77

19.07 SPOUSAL LEAVE . . . . . 77

**ARTICLE 20 - HEALTH AND SAFETY . . . . . 78**

20.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION . . . . . 78

20.02 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE . . . . . 78

20.03 OHSC MEETINGS . . . . . 79

20.04 REPORTING . . . . . 79

20.05 RIGHT OF REFUSAL . . . . . 80

20.06 INJURY DURING WORKING HOURS . . . . . 80

20.07 BUILDING AND MAINTENANCE MATERIALS AND SUPPLIES . . . . . 80

**ARTICLE 21 - LABOUR/MANAGEMENT COMMITTEE . . . . . 81**

21.01 ESTABLISHMENT . . . . . 81

21.02 MEMBERS . . . . . 81

21.03 MEETINGS . . . . . 81

21.04 JURISDICTION . . . . . 81

21.05 PARTICIPATION . . . . . 81

**ARTICLE 22 - EMPLOYEE DEVELOPMENT AND TRAINING . . . . . 82**

22.01 BENEFIT OF DEVELOPMENT AND TRAINING . . . . . 82

22.02 TRAINING REQUESTED BY THE EMPLOYEE . . . . . 82

22.03 TRAINING REQUIRED BY THE EMPLOYER . . . . . 82

22.04 EDUCATIONAL LEAVE OF ABSENCE . . . . . 83

22.05 LEAVE TO WRITE EXAMINATIONS TO UPGRADE QUALIFICATIONS . . . . . 84

**ARTICLE 23 - PERFORMANCE APPRAISALS AND ASSESSMENTS . . . . . 85**

23.01 ANNUAL PERFORMANCE APPRAISAL . . . . . 85

23.02 PERFORMANCE APPRAISAL COMPLAINT: . . . . . 85

23.03 WRITTEN ASSESSMENTS . . . . . 86

**ARTICLE 24 - JOB SHARING . . . . . 87**

24.01 JOB SHARE ARRANGEMENT . . . . . 87

24.02 TERMINATION OF JOB SHARE . . . . . 87

24.03 SERVICE AND SENIORITY . . . . . 88

24.04 ENTITLEMENTS . . . . . 88

24.05 PENSION . . . . . 88

24.06 PREMIUM PAY . . . . . 88

**ARTICLE 25 - DEFERRED SALARY LEAVE PROGRAM . . . . . 89**

25.01 DSLP . . . . . 89

25.02 ELIGIBILITY . . . . . 89

25.03 AMOUNT OF DEFERRAL AND BENEFITS . . . . . 89

25.04 APPLICATION . . . . . 89

25.05 TIME FOR LEAVE . . . . . 90

25.06 RETURN TO WORK . . . . . 90

25.07 TRANSFERS AND PROMOTIONS . . . . . 91

**ARTICLE 26 - GRIEVANCE AND ARBITRATION . . . . . 92**

26.01 PREAMBLE . . . . . 92

26.02 GRIEVANCE DEFINED . . . . . 92

26.03 PROCESS . . . . . 92

26.04 DISCHARGE AND SUSPENSION . . . . . 93

26.05 EMPLOYER GRIEVANCE . . . . . 93

26.06 PROPER PROCEDURE . . . . . 93

26.07 ARBITRATION . . . . . 94

26.08 POWERS OF ARBITRATION BOARD . . . . . 94

26.09 COSTS OF ARBITRATION . . . . . 95  
26.10 CONCILIATION OR EXPEDITED ARBITRATION . . . . . 95  
26.11 ACCESS TO OTHER LEGAL FORA . . . . . 95

**ARTICLE 27 - TERM OF AGREEMENT, AMENDMENTS, RETROACTIVITY . . 96**  
27.01 EFFECTIVE DATES . . . . . 96  
27.02 IMPLEMENTATION . . . . . 96  
27.03 RETROACTIVITY . . . . . 96  
27.04 AMENDMENTS TO COLLECTIVE AGREEMENT . . . . . 96  
27.05 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT . . . . . 96  
27.06 EXTENSION OF TERM . . . . . 96

**APPENDIX "A" - SALARIES . . . . . 99**  
A.01 SALARIES . . . . . 99  
A.02 EMPLOYEES PAID AT HIGHER RATES . . . . . 100  
A.03 LEVELS NOT LIMITING . . . . . 100

**APPENDIX "B" - CLASSIFICATIONS AND JOB TITLES . . . . . 101**  
B.01 CLASSIFICATIONS AND JOB TITLES . . . . . 101

**APPENDIX "C" - DARTMOUTH RETIREMENT BENEFIT . . . . . 103**  
C.01 DARTMOUTH RETIREMENT AWARD . . . . . 103

**ARTICLE 1 - DEFINITIONS**

**1.01 DEFINITIONS:**

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

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

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

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

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

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

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

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

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

**"Employee"** - means an employee of the Employer who is a member of the bargaining unit and refers to both the masculine and feminine and a reference to the male gender or to the female gender shall include a reference to the other and the singular and plural shall refer to the other unless, in either case, it is inconsistent with the context.

**"Employer"** - means the Halifax Regional Library Board and its successors and is otherwise referred to as "Halifax Public Libraries", "HRL" and the "Library". [Am. 2005]

**"Equitable Distribution"** - includes attempts to offer and distribute equally but also

includes taking into account availability and refusals and mutual agreements amongst employees.

**"Federal, Provincial or Municipal Program Employee"** - means an employee who is not included in the bargaining unit, for whom the major program funding is received from the Federal, Provincial or Municipal Government and who is employed for a specific program.

**"Floater"** - means an employee without a regular place of work hired under the provisions of Article 11.14.

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

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

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

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

**"Member"** - means a member of NSUPE Local 14.

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

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

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

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

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

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

**"Regular Place of Work"** - means the HRL location where the work of a particular position is normally done or the HRL location of a term or temporary assignment that an employee has voluntarily accepted.

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

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

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

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

**"Support Service Employee"** - is an employee who works in Technical Services, Systems, Administration, Communication and Marketing, Delivery, Maintenance, and Planning and Development, and includes successor departments.

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

**"Temporary Position"** - is a position which will exist for a defined period of time and which will cease to exist at the end of the period and will not be longer than twenty-four (24) months in duration. [Am. 2005]

**"Term Position"** - is a permanent position which is temporarily filled by a permanent or temporary employee.

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

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

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

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

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

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

**ARTICLE 2 - RECOGNITION****2.01 RECOGNITION OF EMPLOYER:**

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

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

**2.02 RECOGNITION OF UNION:**

(a) The Employer recognizes the Union as the sole bargaining agent for the unit of employees as set out in Certification Order 4675 of the Labour Relations Board (Nova Scotia) and including temporary employees and other employees not specifically excluded by Section 2 of the *Trade Union Act* and other positions and employees added from time to time by the agreement of the parties or by decision of an arbitration board or the Labour Relations Board (Nova Scotia).

(b) Notwithstanding Article 2.02(a), persons hired by the Employer for one-time, short-term jobs of less than thirty (30) continuous days shall not be included in the bargaining unit. The Employer may extend a short-term job beyond thirty (30) continuous days with the written agreement of the Union. The Union will provide reasons for any refusal.

(c) Students and federal, provincial or municipal program employees as defined in Article 1.01 shall not be included in the bargaining unit.

**2.03 TEMPORARY EMPLOYEES, STUDENTS, AND FEDERAL, PROVINCIAL OR MUNICIPAL PROGRAM EMPLOYEES:**

(a) The parties agree that the employment of temporary employees, students, and employees on Federal, Provincial or Municipal Programs will not result in a reduction in the regular hours of work or the regular pay of any member of the bargaining unit, result in a reduction of staff in the bargaining unit or result in unfilled positions continuing to be unfilled.

(b) Notwithstanding Article 2.03(a) and the definition of "Federal, Provincial or Municipal Program Employee" in Article 1.01, the job of Children's Reading Support is included in the bargaining unit and employees in that job are subject to the collective agreement in its entirety. [Am. 2005]

(c) Temporary employees shall be subject to the provisions of this collective agreement except where otherwise provided. Temporary employees with terms of twelve (12) months or less shall not receive paid sick leave, paid vacation leave or be eligible to participate in benefits plans. Temporary employees with terms of more than twelve (12) months, and who are otherwise eligible, shall receive paid sick leave, paid vacation leave and participate in the group benefit plans on the same basis as permanent employees. The provisions of Articles 7.04, 7.05 and 7.06 shall not apply to temporary employees. [Am. 2005]

(d) Temporary employees shall be hired into bargaining unit positions subject to the posting provisions of the collective agreement and subject to being bumped by a displaced permanent employee. A temporary employee shall be hired for a defined term. The term of a temporary employee may be extended for a reasonable period provided that the temporary employee remains in the same position and the extension is reasonably necessary.

**2.04 NO PRIVATE AGREEMENTS:**

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

**2.05 NO STRIKE OR LOCKOUT:**

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

**ARTICLE 3 - UNION REPRESENTATION**

**3.01 MEMBERSHIP AND CHECK-OFF:**

(a) All employees shall, as a condition of employment and continued employment, join and maintain membership in the Union and shall irrevocably authorize the Employer to deduct and forward to the Union, all initiation fees, dues, assessments, benefits payments, arrears and other amounts required, by the Union, to be paid.

(b) Union dues shall continue to be paid when an employee is temporarily in a non-bargaining unit position.

(c) The authorization forms required by this Article 3.01 shall contain the employee's name, date signed and date of first deduction and a copy shall be sent to the Union's office within ten (10) working days of hiring.

**3.02 DEDUCTIONS MADE BY EMPLOYER:**

(a) The Union shall inform the Employer of the amount of Union dues to be deducted.

(b) The Employer shall make the deductions set out in Article 3.02(a) from each pay of each employee and shall transmit them to the account of the Union by direct deposit immediately after deduction. A statement of the deposit shall, at the same time, be sent to the Union office and shall be accompanied by a list of the employees from whom deductions have been made, and a list of employees added, deleted, temporarily not paying dues, and the reasons therefore, or for whom there have been any other changes, such as a name change.

(c) The Union shall indemnify the Employer and hold it harmless against all claims, demands and liabilities in respect of any action taken by the Employer for the purpose of complying with this Article 3.02.

**3.03 BARGAINING UNIT ORIENTATION:**

The Employer agrees to advise all new employees to the bargaining unit that a Union agreement is in effect and, within thirty (30) calendar days of hiring, to provide an authorized Union representative with one-half (½) 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 STEWARD:**

(a) An employee shall have the right to have a Union representative present at any time when management is meeting with her/him for the purpose of discipline or dismissal or formal investigation which leads to discipline or dismissal and management shall inform the employee of this right and give her/him time to arrange for the Union representative to be present. Generally, constructive criticism, coaching or performance appraisals do not constitute "discipline".

(b) Prior to meeting with an employee, the manager will advise the employee of the reasons for the meeting, including whether it is disciplinary or non-disciplinary, and generally what the allegations are.

(c) Where, during a meeting, a significant issue arises that the employee was not made aware of prior to the meeting, the employee may adjourn the meeting until she/he 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, Stewards, Labour Management Committee members and Occupational Health and Safety Committee members, and notify the Employer in writing of any changes.

(b) 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. Union representatives may also confer during working hours with other employees regarding alleged grievances if the matter requires immediate attention. Where possible, Union representatives shall confer with other employees during non-working hours. The Union representative shall first request permission from her/his immediate Supervisor or Department Head 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 her/his obligations as a representative.

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

(a) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to attend all meetings between the Union and the Employer.

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

**3.07 CORRESPONDENCE, NOTICES AND MEETINGS:**

(a) A copy of all correspondence and notices between the parties shall be sent to the Union's office and to the Manager of Human Resources or designate. [Am. 2005]

(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.

(c) The Employer shall provide meeting space for Union business at no charge, provided there is adequate notice to the Director of Finance, and the meetings are held at a time when there would be no potential for rental income from the meeting space. Where such meeting space is provided, the Union shall be responsible for locking the room and leaving it in a reasonable condition.

**3.08 BULLETIN BOARDS:**

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

**3.09 INFORMATION ON BARGAINING UNIT EMPLOYEES:**

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

**ARTICLE 4 - GENERAL CONDITIONS****4.01 EMPLOYMENT EQUITY:**

(a) For the purposes of this article:

(1) **"Employment equity"** – means a work force that is proportionately representative of the population served by an HRL branch or HRL as a whole.

(2) **"Person with a disability"** – means persons with a persistent physical, mental, psychiatric, learning or sensory impairment and includes those persons with a disability as defined by the Nova Scotia Human Rights Act.

(3) **"Aboriginal person"** – is a native or indigenous Canadian and includes those defined as an aboriginal person by the Charter of Rights and Freedoms.

(b) Halifax Regional Library will seek to attain employment equity with regard to the following targeted groups:

(1) persons with disabilities;

(2) aboriginal persons;

(3) persons from a racially visible minority.

(c) The Employer agrees to compile and provide to the Union information which is required to determine employment equity within an HRL branch or HRL as a whole. Following the provision of such information, the Employer and the Union will meet and may agree to designate some positions as having one or more appointment criteria in addition to those set out in Article 6.02 so as to attain employment equity. Neither party will unreasonably refuse to designate a position for employment equity.

(d) Any information collected from an employee for the purposes of determining employment equity will be:

(1) clearly marked as having been collected for that purpose;

(2) kept confidential by the Employer and the Union; and

(3) used solely for the purposes of this Article 4.01 and for no other purpose.

[New 2005]

(e) Employment equity positions which become vacant will be posted with the additional employment equity appointment criteria and be filled in accordance with Article 6. Where no applicants meet the requirements of the designated employment

equity position, the Employer may re-post the position once more as a designated employment equity position. If the position remains unfilled, the Employer will then re-post the position without the employment equity criteria.

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

#### **4.02 NO DISCRIMINATION:**

(a) There shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, classification, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, place of residence, sexual orientation, sex, marital status, membership or activity in the Union nor by reason of a mental or physical disability or condition unless the disability or condition reasonably precludes performance of the particular employment. Nothing in this Article 4.01 precludes mandatory retirement at age sixty-five (65).

(b) 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 her/his supervisory functions in relation to bargaining unit members which are part of her/his job and carried out in good faith.

#### **4.03 NO HARASSMENT:**

(a) The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and to be treated with dignity and respect. The parties shall undertake to immediately correct any situation in which harassment occurs.

(b) "Sexual Harassment" is defined as any discriminatory, sexual based conduct emanating from the workplace which the employee's refusal to accept or unwillingness to participate in may result in a loss of employment benefits or has the effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment and includes:

- (1) deliberate physical contact which is sexually based, or which ought reasonably to be known to be sexually based, whether or not there is an expression that such contact is unwanted;
- (2) sexually based verbal abuse;

- (3) demands for non-work related social contacts which are expressed to be unwanted;
- (4) demands for sexual favours.

(c) "Personal Harassment" includes actions or omissions and words, written or spoken, which demean or insult an employee and which constitute abusive conduct and which:

- (1) have the effect of unreasonably interfering with an employee's work performance; or
- (2) create an intimidating, hostile or offensive working environment; or
- (3) result in the loss of employment benefits.

(d) The parties recognize that some occupational environments may include exposure to harassing conduct. Such conduct shall be addressed considering the context.

(e) In circumstances of alleged harassment the employee making the allegation shall report the incident(s) to the employee's supervisor or the supervisor of the employee alleged to be the source of the harassment or the Manager of Human Resources. If the employee is not satisfied with the response, the employee may initiate a grievance at the Step in the Grievance Procedure which involves management higher than the supervisor to whom the complaint was made. The employee shall have the right to have a Union Steward or other Union representative present at all stages of the complaint and any investigation.

#### **4.04 EMPLOYEE'S FILE:**

(a) If anything is placed on an employee's file, the employee shall have the right to a copy of it and the right to reply in writing and such reply shall become part of the employee's record. No adverse comment, warning or negative criticism will be placed on an employee's file without the employee being provided with a copy in a timely manner, and the Employer agrees not to subsequently use against an employee anything from the employee's file of which the employee was not made aware and provided a copy in a timely manner following the event giving rise to the comment, warning or criticism.

(b) Any letter of commendation or thanks received by the Employer shall be forwarded to the employee concerned.

(c) An employee shall have the right at any time, with four (4) working day's

notice, to see her/his complete file, including all files wherever kept, during the employee's working hours and shall be permitted to respond in writing to anything in the file and such response shall become part of the employee's file. The employee may be accompanied by a Union representative and shall be entitled to a copy of the complete file once and shall be provided with a copy of all subsequent material in accordance with Article 4.04(a). A representative of the Employer may attend. If an employee wishes to see her/his file more than twice in any calendar year, she/he shall make a request to the Manager of Human Resources, who shall not unreasonably refuse. [Am. 2005]

(d) Any adverse comment, warning, negative criticism and the record of any discipline shall not be used against an employee after thirty (30) months from the date of occurrence and shall be removed from her/his file(s). Such records shall not be removed from the file until thirty (30) months have expired from the most recent written comment, warning, criticism or record of discipline relating to the same or a similar offence. The thirty (30) months may be extended by any period that an employee is absent for an unbroken period of more than ninety (90) days. This shall also apply to files which existed on bargaining unit members prior to the signing of this collective agreement. Notwithstanding the foregoing, the record of confirmed instances of sexual harassment, sexual assault and sexual abuse shall remain on an employee's file. Performance appraisals are not included under this provision. [Am. 2005]

#### **4.05 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.

#### **4.06 UNNAMED INSUREDS:**

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

#### **4.07 WITHDRAWAL OF RESIGNATION:**

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

**4.08 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP):**

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

**4.09 CLOTHING AND SAFETY EQUIPMENT:**

(a) There shall be no formalized dress code. However, employees shall dress appropriately for the context. Employees shall not be required to wear name tags.

(b) Notwithstanding Article 4.09(a), when the Employer requires a uniform specific to the work to be done by a bargaining unit member, the Employer shall provide the uniform.

(c) Staff who regularly perform duties outdoors shall be provided with rain gear.

(d) Where hazards exist or where employees are required by law to wear safety clothing or gear or to use safety equipment, employees shall have such clothing, gear and safety equipment provided by the Employer at no cost to the employee.

(e) Security staff shall be provided with shirts marked with the words "library security".

(f) All clothing issued to employees shall:

- (1) be worn only in the course of duties;
- (2) normally be replaced only upon return of old issue;
- (3) shall be cared for in a reasonable manner.

(g) All clothing issued directly by the Employer shall be, where feasible, made in Canada and Union made.

**4.10 HALIFAX REGIONAL LIBRARY BOARD:**

(a) The Union will be permitted to have up to two (2) delegates attend meetings of the Halifax Regional Library Board. Delegates will be excluded from in camera and committee meetings of the Board. Delegates shall request permission of their managers to attend Board meetings. Permission shall not be unreasonably denied.

(b) Delegates shall be provided with the public Board package of materials prior to the time of the meeting.

(c) Union delegates attending a meeting of the Halifax Regional Library Board pursuant to Article 4.10(a) shall receive their regular pay if the Halifax Regional Library Board meets during their regularly scheduled hours of work. However, an employee shall not receive compensation for attendance at any part of a Halifax Regional Library Board meeting which falls outside her/his regularly scheduled hours of work.

#### **4.11 INCLEMENT WEATHER:**

If the Employer deems it advisable to temporarily close its facilities due to inclement weather, then the Employer shall permit all employees scheduled to work time off without loss of pay or benefits. Should the weather sufficiently improve in the course of a day, the Employer shall notify employees scheduled to work that they are to report to work as soon as possible. Employees shall not be required to report to work if less than one (1) hour remains in their shift. An employee who, due to inclement weather, does not wish to travel to work shall be permitted to take vacation leave, unpaid leave, or, if operationally feasible, make an agreement with her/his supervisor to make up, within the pay period or, if not possible, within the next pay period, any time missed. Such agreements shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time in this manner. [Am. 2005]

#### **4.12 COMPLIANCE WITH LAWS AND NOTICE:**

(a) The Employer shall be free to comply with all relevant Federal or Provincial laws and such compliance shall be deemed not to be a violation of this collective agreement. Notwithstanding the foregoing, where the Employer has a choice between complying with or acting in accordance with any law and complying with or acting in accordance with this collective agreement, it shall comply with or act in accordance with this collective agreement. The Employer shall notify the Union of any conflicts or potential conflicts arising between such laws and this collective agreement which come to the Employer's attention as soon as the Employer becomes aware of such conflict or potential conflict and agrees to meet with the Union to negotiate alternative provisions.

(b) If any Federal or Provincial law provides or any court holds that any part of this collective agreement is invalid, any other part of any Article or of the collective agreement shall remain valid and in full force and effect.

**ARTICLE 5 - SENIORITY**

**5.01 DEFINITION OF SENIORITY:**

(a) With the exception of temporary employees, seniority shall be the length of continuous employment and shall be calculated from the date of hire with the Employer. Service with predecessor employers shall be deemed service to the Employer. Predecessor employers are the Halifax City Regional Library Board, the Dartmouth Regional Library Board, and the Halifax County Regional Library Board.

(b) Seniority for temporary employees shall be determined based on the number of hours they have worked. Temporary employees shall retain their seniority for one (1) year after the last day of having worked for the Employer, after which they shall be removed from the seniority list.

(c) The seniority date of a temporary employee who becomes permanent shall be the date of hire as a permanent employee. [5.01(d) del. 2005]

**5.02 SENIORITY LIST:**

- (a) There shall be three (3) different Region-wide seniority lists:
- (1) Permanent employees;
  - (2) Temporary employees;
  - (3) Seasonal employees.

(b) A seniority and classification list shall be posted not later than the first day of April of each year and a copy shall be given to the Union.

**5.03 LOSS OF SENIORITY:**

- (a) Seniority shall be lost in the following circumstances:
- (1) dismissal for just cause and not reinstated;
  - (2) resignation or employee departure of her/his own accord;
  - (3) acceptance of a permanent HRL non-union position, at the expiration of the probationary or trial period; [Am. 2005]
  - (4) retirement;
  - (5) layoff at the point the right of recall expires;

(b) When seniority, pursuant to a leave provision of this collective agreement, ceases to accrue, the employee shall retain but not further accrue seniority.

(c) If employees move from the seasonal list to the permanent list and vice versa, they shall carry their accrual of seniority with them.

**5.04 RETENTION OF SENIORITY:**

Employees shall retain and continue to accrue seniority:

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

[5.05 del. 2005]

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

**6.01 JOB POSTINGS:**

(a) When a vacancy occurs which the Employer intends to fill or where the Employer creates a new bargaining unit position, the Employer shall, within twenty (20) working days, notify the Union in writing and post notice of the position throughout the bargaining unit for a period of ten (10) consecutive calendar days. Successful applicants from within the bargaining unit shall be appointed within four (4) weeks after the closing date for applications.

(b) Where there is a delay in the decision to post a vacancy or a decision is made to withdraw a posting or to not fill the vacancy, the Employer shall notify the Union and provide reasons. The Employer may determine that the position will not be filled.

(c) The notice and posting referred to in Article 6.01(a) shall contain the following information: closing date, term of the position, if any, job title, job classification, major duties, required qualifications as established by the Employer, required knowledge and experience, education and skills, hours of work, designated hours per pay period, hourly or salary rate of pay, confirmation that it is a Union position and work location.

(d) Vacancies shall be posted by hard copy at work locations and notification of postings shall be sent electronically where possible.

(e) The Employer may advertise a vacancy externally at the same time as the vacancy is posted within the bargaining unit.

(f) Employees who wish to make application for a posted position shall ensure that the application is delivered to the Human Resources Department, or someone designated by that office, prior to the closing of the posting.

(g) Due consideration shall be given to any employee who is absent from work for the entire posting period but who submits her/his application before interviews are held.

(h) Where a job interview with the Employer is scheduled during an employee's working hours, the employee shall be granted time off without loss of pay or benefits to

travel to and attend the interview. However, no regular pay or overtime will be paid for any time spent in interviews outside working hours.

**6.02 APPOINTMENT CRITERIA:**

(a) Appointments from within the bargaining unit will be based eighty-five per cent (85%) on qualifications, ten per cent (10%) on references and five per cent (5%) on seniority. The most senior applicant will receive five per cent (5%) for seniority and less senior applicants will receive a pro-rated percentage of five per cent (5%). The applicant with the highest overall marks out of one hundred per cent (100%) will receive the job.

(b) The Employer shall be reasonable in establishing the qualifications for a position, and may determine that various combinations of experience and education combine to establish equivalencies.

(c) All applicants must have the required qualifications for a position. "Qualifications" means the experience, education, skills, abilities and training for the position. An employee shall be deemed to have the application requirements for the permanent position she/he holds.

**6.03 ORDER OF CONSIDERATION:**

(a) Notwithstanding Article 6.01(e), the Employer will give full consideration and preference to bargaining unit members and will only consider applications from persons outside the bargaining unit after it has been determined no bargaining unit member is the successful applicant. Where the Employer has considered applicants from outside the bargaining unit but has not found a suitable candidate, it may repost the vacancy pursuant to this Article 6.

(b) Applications from temporary employees shall be considered after applications from permanent employees are fully considered and it has been determined that no permanent employee from within the bargaining unit is a successful applicant.

(c) Temporary employees may apply for job postings. However, where there is less than six (6) months remaining in the term of the position of the temporary employee and the Employer determines that, due to operational requirements, it would be desirable for the temporary employee to remain in the term position, the Employer may require the temporary employee to postpone taking the new job until the present term has ended.

(d) If a job is vacated within sixty (60) calendar days of an appointment following a posting, the Employer shall fill the position by going to the next qualified applicant if there is one. Otherwise, the position shall be re-posted. [Am. 2005]

**6.04 REASONS:**

The Employer shall, upon request, give each unsuccessful applicant for a position the reasons why she/he was unsuccessful and shall advise what that person might do to improve job opportunities in the future.

**6.05 TEMPORARY APPOINTMENTS:**

(a) Vacancies may be temporarily filled at the discretion of the Employer without posting where such vacancy will be for less than ninety (90) calendar days. The Employer may extend the term position for up to a further forty-five (45) calendar days where, during the initial ninety (90) days, circumstances arise which could not reasonably be foreseen when the position was originally filled. Any further extensions require the written agreement of the Union.

(b) Where no employee agrees to accept a term position of less than ninety (90) days, the Employer may appoint an employee unless the employee has a reasonable excuse for not accepting the term position. A reasonable excuse shall include the inability to rearrange childcare or the inability to arrange for reasonable transportation.

(c) A vacancy of ninety (90) calendar days or more will be posted as per Article 6.01. If the incumbent employee will be returning to the vacant position or if the incumbent employee is on a leave provided for in the collective agreement, the posting shall be for a temporary replacement.

(d) Where the Employer desires an employee's specific skills or expertise at a branch, an employee may, with her/his consent, be transferred to an alternate work location for a period not to exceed ninety (90) calendar days.

**6.06 POSITION TRANSFERRED TO NEW LOCATION:**

(a) Where the Employer transfers a position from one HRL location to another HRL location, the Employer shall offer the transfer to employees who do the same job at the original location in order of seniority. Where no employee voluntarily accepts the transfer, the most junior employee who does the same job shall be given seven (7) calendar days to decide if she/he wishes to accept the transfer or to exercise her/his

rights under Article 7.06. Where the employee decides to exercise her/his rights under Article 7.06, any employee affected will be given notice pursuant to Article 7.05(e) and such employee will be permitted, at her/his option, to exercise her/his rights pursuant to Article 7.06, or, if she/he is at the same classification level as the position initially transferred, to accept the position that was transferred. The Employer shall not transfer a position for the purpose of avoiding posting a vacancy.

(b) Notwithstanding Article 6.06(a), the Employer may transfer the staff of an entire branch, department or unit less than twenty (20) kilometres, one way, to the new location. Notwithstanding the foregoing, the Employer may transfer the staff of an entire branch, department or unit from Lower Sackville to Halifax Peninsula or vice-versa.

(c) The work location for mobile library staff shall be the location where they regularly start and end their work day. Transfers of mobile library staff shall be effected in accordance with Article 6.06(a) or (b).

#### **6.07 LATERAL MOVES:**

Notwithstanding the provisions of this Article 6, an employee shall not be permitted to make more than one (1) lateral move within a six (6) month period. A lateral move is a change from one position to another where both positions are at the same classification level, designated hours and pay but does not include a change in positions that would alter the status of an employee in terms of group benefit plans. This Article 6.07 does not restrict an employee from moving laterally from a term or temporary position to a permanent position, provided however that if there is less than six (6) months remaining in the term or temporary position, and the Employer determines that, due to operational requirements, it would be desirable for the employee to remain in the term or temporary position, the Employer may require the employee to postpone taking the new job until the present term or temporary position has ended.

#### **6.08 PROBATIONARY PERIOD:**

(a) Every new employee shall initially be hired for a probationary period of one hundred and eighty (180) calendar days under appropriate supervision during which time the employee may be dismissed if the employee has not performed to the work standards established by the Employer. Such standards shall be reasonable for the work to be done. The employee shall receive a written evaluation at least sixty (60) calendar days prior to the end of the probationary period. The Employer shall give reasons for

dismissal in writing to any employee who does not successfully complete the probationary period.

(b) Notwithstanding anything else in this Article 6.08, the Employer may extend the probationary period by ninety (90) calendar days. In such a case, the Employer shall provide written notice of the improvements required in the employee's performance.

(c) A new employee, including a temporary employee, hired subsequent to the signing of this collective agreement must serve the probationary period as set out in Article 6.08(a) and (b) above in the position for which she/he was hired before being eligible to apply for other positions. Employees hired prior to the signing of this collective agreement will be subject to Article 6.08 in the previous collective agreement. [Am. 2005]

**6.09 TRIAL PERIOD:**

(a) The successful applicant for a posting shall be given a trial period of sixty (60) 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 sixty (60) calendar days. In the event the applicant proves unsatisfactory in the position or states in writing that she/he wishes to return to her/his former job or status, she/he shall be returned to her/his former position or status without loss of seniority and at a wage or salary not less than she/he was previously paid for that position. Any other employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to her/his former position or status in a similar manner. This right to return to an employee's former position shall apply to members of the bargaining unit who are transferred, promoted or appointed to a non-bargaining unit position.

(b) Notwithstanding the foregoing, the trial period shall be extended by the length of any absence in excess of five (5) consecutive working days.

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

(d) The trial period does not apply where an employee has bumped into a new position under Article 7.06.

(e) Where an employee fails to complete a trial period, the provisions of Article

6.03(d) may be extended by the length of the trial period to fill the position.

**6.10 MORE THAN ONE POSITION:**

(a) Part-time employees may hold more than one part-time position unless there is a conflict of hours. No employee may be regularly scheduled for more than seventy (70) hours per two-week pay period. Any conflict of hours must relate only to the regularly scheduled hours of each position and no consideration will be given to the Employer's desire that an employee be available for extra work as it arises. [Am. 2005]

(b) Part-time schedules are subject to change and a part-time employee holding more than one position may have to choose between her/his positions if the schedules come into conflict. The Employer shall make reasonable efforts to accommodate an employee's hours in her/his positions.

**6.11 ADDITIONAL DESIGNATED HOURS:**

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

**6.12 PRIORITY PLACEMENT LIST:**

The terms and conditions of the Priority Placement List (PPL) will continue to apply to any employees who were on the PPL as of the signing of this agreement, and any vacancies filled pursuant to the PPL shall be deemed not to be in contravention of other provisions of this Article 6.

**ARTICLE 7 - CHANGES IN STAFFING**

**7.01 NOTICE OF CHANGE IN STAFFING:**

(a) Where possible, the Union and employees potentially affected shall receive actual notice of the following staffing changes:

- (1) new positions;
- (2) new classifications;
- (3) reductions in staff complement;
- (4) significant changes in duties.

(b) Except where a longer notice period is required by another provision of this collective agreement, the notice required under Article 7.01(a) shall be provided, where feasible, sixty (60) calendar days prior to making the change.

(c) The Employer recognizes the desirability of maximizing the number of full-time positions and positions qualifying for group benefits, and will make reasonable efforts to maintain the number of such positions that existed at the time this collective agreement was signed. Where the Employer determines that a vacant full-time position or position qualifying for group benefits will be broken into one or more positions with fewer hours, the Employer will notify the Union in writing of the reasons for the decision.

**7.02 BARGAINING UNIT WORK:**

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

**7.03 VOLUNTEERS:**

The Employer may use volunteers so long as such use does not result in the transfer, displacement or layoff of any member, the downgrading of any member's classification, the loss of regular hours to any member of the bargaining unit or a reduction of the size of the bargaining unit. A volunteer is a person who is not included in the bargaining unit and who does not receive remuneration for work done for the

Employer other than reimbursement for expenses and a token of recognition.

**7.04 CONTRACTING OUT:**

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

**7.05 CONDITIONS FOR LAYOFF:**

(a) Where it becomes necessary to make staff reductions in the bargaining unit, the Employer shall consider reducing by attrition wherever possible, and only thereafter shall displacement or layoff be used.

(b) Where a position has been reduced in hours, the employee in the position may choose to accept the reduced hours or exercise her/his rights under Article 7.06.

(c) An employee may only be laid off or displaced due to the discontinuation of a function system-wide, the closure of a service outlet or a reduction in overall library funding. The Employer shall give forty-five (45) calendar days general notice, in writing, of the reasons for layoff and displacement, to the Union and all employees possibly affected.

(d) Within fifteen (15) calendar days of giving a notice of layoff or displacement, in accordance with Article 7.05(c), the Employer shall meet with the Union to discuss a means of avoiding or minimizing the displacement or layoff and the effects thereof.

(e) The Employer shall provide specific notice to those employees who will be laid off or displaced at least twenty-one (21) calendar days in advance of the layoffs or displacements commencing. During the twenty-one (21) days, employees shall be

permitted to explore their options for bumping. The Employer shall provide a timely response to all inquiries pertaining to job specifications, including minimum qualifications, hours of work and duties.

**7.06 LAYOFF PROCEDURE:**

(a) Following expiry of the twenty-one (21) day notice period, the most senior employee to be laid off or displaced shall choose to:

- (1) at any time during the notice period, bump a junior employee subject to Article 7.07; or
- (2) go on layoff and then exercise her/his rights under Article 7.08.

(b) Upon the most senior employee making her/his decision, the next most senior employee to be laid off or displaced shall have seven (7) calendar days to choose her/his option in accordance with the foregoing. The procedure shall continue in order of seniority with each employee receiving at least seven (7) calendar days to make her/his choice following the previous employee's decision. Failure to exercise bumping rights within the seven (7) calendar days shall result in layoff. Employees who are ill or on leave may assign a proxy.

**7.07 BUMPING REQUIREMENTS:**

(a) A displaced, permanent full-time employee may bump any employee with less seniority in the same or a lower classification. A displaced, permanent part-time employee may bump any temporary, part-time or seasonal employee in the same or a lower classification subject to the following:

- (1) a permanent part-time employee who has not previously worked sufficient hours per week to participate in the medical benefits and LTD benefits plans may not bump an employee who, at the time of the layoff or displacement, participates in such plans;
- (2) a permanent part-time employee may not bump a permanent employee who works in a position having five (5) or more designated hours of work per week than the employee who is choosing to bump.

(b) In order to bump a junior employee, the senior employee must have the education and experience qualifications for the position and must have the ability to perform the new job within three (3) months of being in the position.

(c) For the purposes of bumping:

- (1) employees shall be deemed to have the education and experience for

their original positions; and  
(2) employees in classification levels two (2) and three (3) shall be deemed to be in the same classification; and  
(3) employees on leave and permanent employees temporarily working in a term position may be bumped as though they were occupying their regular position; and  
(4) if an employee bumps into a permanent position in which a permanent employee is temporarily working, the temporary position shall be summarily terminated; and  
(5) an employee may only bump into a term position if there is more than three (3) months remaining in the term, but shall not have the right to bump again at the end of the term; and  
(6) temporary employees cannot bump; and  
(7) seasonal employees may only bump more junior seasonal employees.  
(8) positions identified by the Employer as blended shall be considered one position at the highest classification level of the component positions. Sunday Supervisors shall be considered to be in blended positions for the purposes of bumping.

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

(a) An employee who is on layoff shall be permitted, but not required, to apply for vacant positions in accordance with this collective agreement. No new employee will be hired until all laid off employees are given the opportunity to fill positions for which they have the education and experience qualifications. The Employer shall notify laid off employees of vacancies. However, a laid off employee is responsible for keeping the Employer notified of her/his current mailing address, telephone number and, if applicable, e-mail address.

(b) Notwithstanding Article 7.08(a), if the same position from which an employee was laid off becomes permanently vacant and provided there are no more senior laid off employees wanting the position, the laid off employee shall be recalled to her/his position. The "same position" means a position doing substantially the same duties in the same classification in the same branch, department or unit. An employee who is recalled shall have seven (7) calendar days from receipt of the notice of recall to provide the Employer with notice that she/he intends to accept the job and a further seven (7) calendar days to commence work in the position. If the employee is working for another Employer she/he must return to work fourteen (14) calendar days after notifying the Employer that she/he intends to accept the job.

(c) An employee on layoff shall be offered all available temporary or term work that does not require a posting before work is offered to employees with less seniority provided the employee has the education and experience qualifications for the job. Laid off employees shall also be permitted to work extra hours and will be given the same priority as other employees within a branch or department, in accordance with Article 11.09. Notwithstanding the foregoing, an employee who is on layoff and who wishes to be offered this work, must advise the Employer of her/his availability for such work.

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

**ARTICLE 8 - PAY AND CLASSIFICATIONS**

**8.01 PAY RATES AND METHOD OF PAY:**

(a) The wage rates and classifications are as set out in Appendix "A" and Appendix "B" attached hereto and form a part of this collective agreement.

(b) Temporary employees shall be paid at the first step of the classification level for the position which they are in. Where the position of the temporary employee is a new position that has not been evaluated and the term of the position is less than six (6) months, the Employer may, in its discretion, determine the pay for the position. Temporary positions of six (6) months or more shall be evaluated in accordance with Article 9.

(c) Employees shall be paid bi-weekly normally on Thursday of pay week by direct payroll deposit and shall normally be provided, no later than Friday of pay week, with a statement showing all amounts paid and deducted for the period, the year to date amounts paid and deducted, and the reasons therefore. Employees may be paid by cheque when necessary.

(d) The amount of annual Union dues and all other deductions shall be included on each employee's T-4 form (or equivalent) in the space provided. If no space is provided for any deduction a separate statement shall be provided by the Employer.

(e) Employees will have the opportunity to utilize payroll deduction as a means of payment for purposes approved by the Employer; e.g.: fitness club memberships, computer purchases, savings programs, property tax, etc.

(f) Part-time employees must indicate the option to bank time in lieu when they submit their bi-weekly hours. If part-time employees do not indicate the preference to bank their time, such time will be paid out. Full-time employees must indicate the option to be paid for time in lieu when they submit their bi-weekly hours. If full-time employees do not indicate the preference to be paid out, such time will be banked.

**8.02 CALCULATION OF PAY:**

The bi-weekly pay shall be calculated by dividing the annual pay by twenty-six (26). An hourly rate shall be calculated by dividing the annual pay by eighteen hundred and twenty-seven (1827).

**8.03 NEW POSITIONS:**

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

**8.04 STEP INCREMENTS:**

(a) When an employee is initially hired, she/he shall be paid at the first step in her/his classification, as set out in Appendix "A".

(b) Full-time employees or part-time employees who are regularly scheduled to work thirty-five (35) hours or more per pay period in any one position shall be moved to the next step of their pay level on the anniversary date of commencing work in the position.

(c) Part-time employees who are regularly scheduled to work less than thirty-five (35) hours per pay period in any one position shall be moved to the next step of their pay level on every second anniversary date of commencing work in the position.

(d) A part-time employee working in more than one (1) position shall receive step increases on all positions held on the earliest anniversary date of any of the positions held. The regularly scheduled hours in the positions shall not be added together to determine the frequency of step increases.

(e) If an employee is appointed, promoted or transferred to a position in another pay level, she/he shall be placed at the step in the higher paid position which will provide at least a four percent (4%) increase over her/his wage in the original position.

[Am. 2005]

**8.05 WORK IN ANOTHER CLASSIFICATION:**

(a) The Employer may, subject to Article 6, temporarily assign an employee the

work of another classification. Such assignment shall be made in writing.

(b) An employee required to do work in a lower paid classification than her/his own shall be paid at her/his regular rate of pay. An employee who agrees, on a voluntary basis, to work a shift or shifts at a lower classification shall be paid at the rate of the lower classification at the same step as she/he is paid in her/his regular classification.

(c) An employee assigned the work of a higher classification pursuant to Article 8.05(a) shall be paid the step in the higher classification which will provide at least a four percent (4%) increase over her/his present wage for all time worked in the higher classification. No employee's performance appraisal will be adversely affected by any work performed in the higher classification pursuant to this Article 8.05. [Am. 2005]

(d) Any employee left in charge of a building for a period of three (3) or more hours shall be paid at a minimum of her/his step for Level 7 for the hours she/he was in charge of the building.

#### **8.06 COMPENSATION FOR VEHICLE USE:**

An employee who is authorized and agrees to use her/his vehicle for HRL purposes shall receive payment of thirty-one cents (\$0.31) per kilometre plus any expenses such as parking or toll charges. If, under the travel policy of the Halifax Regional Municipality, the rate for vehicle usage increases to an amount greater than thirty-one cents (\$0.31) per kilometre, then employees shall receive the higher rate.

#### **8.07 OCCASIONAL TRAVEL:**

(a) Where an employee is required to report to a location other than the employee's regular work location, the Employer shall provide a vehicle or reimburse the employee for the cost of round-trip transportation between the regular work location and the assigned location. The mode of transportation is subject to Employer approval.

(b) Notwithstanding Article 8.07(a), if an employee is required to commence her/his work day at an alternate HRL work place, the employee shall be compensated for the return mileage between the employee's home and the alternate workplace.

#### **8.08 TRAVEL ON EMPLOYER BUSINESS:**

(a) Any employee traveling on Employer business over forty (40) kilometres from

her/his regular place of work over meal hours, will receive, in addition to transportation and lodging expenses, an allowance for meals in the following amounts:

- Breakfast: nine dollars (\$9.00), if traveling at 7 a.m. or earlier;
- Lunch: twelve dollars (\$12.00) , if away from the regular place of work from noon to 2 p.m. inclusive;
- Supper: Twenty dollars (\$20.00), if away from the regular place of work from 5 p.m. to 8 p.m. inclusive.

(b) The total anticipated allowance will be granted to the employee before departure if the amount is over fifty dollars (\$50.00) and the request is made in advance. Upon return, the employee will be required to account for use of the per diem allowance through receipts or a statement of expenses and will return any unused portion.

**ARTICLE 9 - JOB EVALUATION PROGRAM**

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

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

**9.02 JOB EVALUATION COMMITTEE:**

(a) The JEP shall be carried out by a Job Evaluation Committee (JEC). The JEC shall consist of up to five (5) representatives appointed by the Employer and up to five (5) representatives appointed by the Union. The Union shall attempt to achieve broad-based representation by ensuring its representatives come from a variety of departments, work locations and classifications. The Union shall be permitted to have one (1) alternate who may act, at the Union's option, as a Union representative to the committee in the absence or unavailability of the regular representative. The alternate may attend other meetings as an observer to the Committee. When attending as an observer, the alternate shall have no vote.

(b) No JEC decision will be made without the participation of at least three (3) Union representatives.

**9.03 RIGHT TO EVALUATION:**

(a) All new positions shall be evaluated in accordance with the criteria set out in the JEP.

(b) Where a position has been significantly changed or the JEC did not have accurate or complete information in carrying out its initial evaluation, an employee may apply for a re-evaluation of her/his position. The application shall be made in writing, setting out the grounds for the re-evaluation and shall be signed by the employee's supervisor or manager, who may attach her/his comments regarding the accuracy of the information provided by the employee.

(c) The JEC shall consider all applications for re-evaluation and determine if a re-evaluation is warranted and, if so, carry out the re-evaluation. An employee shall not have more than one re-evaluation per year except with the permission of the JEC.

(d) The JEC may make any inquiries of employees, supervisors or managers that

it deems necessary prior to determining if a re-evaluation is warranted or in the course of completing an evaluation or re-evaluation. Decisions require unanimity of all members of the JEC considering the application for re-evaluation or completing the evaluation or re-evaluation. Decisions must be conveyed to employees within two (2) weeks.

**9.04 APPEAL:**

(a) An employee who disagrees with a decision of the JEC regarding her/his position may, within thirty (30) days of being informed of the decision, initiate an appeal by delivering a written application to the Manager of Human Resources. The application shall set out the grounds for the appeal and shall be signed by the employee's supervisor or manager, who may attach her/his comments regarding the accuracy of the information provided by the employee. [Am. 2005]

(b) Appeals shall be before the JEC but shall be chaired by a representative of the Employer who was not a member of the JEC that made the decision being appealed. At the hearing of the appeal, the employee may be accompanied by an employee of her/his choosing and the JEC shall ensure that the employee, her/his representative, her/his supervisor and her/his manager are all given the opportunity to fully present their positions.

(c) After hearing all representations, the JEC, with the exception of the chair, shall make its decision, which requires unanimity of all members considering the appeal. Appeal decisions shall be conveyed to employees within two (2) weeks.

**9.05 INFORMATION TO EMPLOYEES:**

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

**9.06 CLASSIFICATION:**

(a) Jobs evaluated or re-evaluated shall be placed in the appropriate place on Appendix "B".

(b) When a job is placed in a higher classification as a result of re-evaluation, an employee shall receive, retroactive to the date that the employee initially applied for re-evaluation, the pay of the higher classification at the step which will provide at least a four percent (4%) increase. [Am. 2005]

(c) No employee shall have her/his pay reduced as a result of a job evaluation or re-evaluation and any employee whose job is placed in a lower pay level shall continue to be paid as if the job were in the higher classification, including receiving all step increases and negotiated increases. When an employee leaves a job that has been placed in a lower pay level the job may be posted at the lower rate.

(d) A reduction in classification resulting from a re-evaluation shall not constitute a layoff or displacement.

**ARTICLE 10 - BENEFITS**

**10.01 GROUP BENEFITS PLANS:**

(a) Employees who are regularly scheduled to work forty (40) hours or more per two week pay period shall be required to participate in the group benefit plans arranged by the Employer. Employees who are not regularly scheduled to work forty (40) hours or more per two week pay period are not eligible for group benefits. For the purposes of this Article 10, positions identified by the Employer as blended positions shall be considered one (1) position. [Am. 2005]

(b) Notwithstanding Article 10.01(a), temporary employees with terms of twelve (12) months or less are not eligible for group benefits. Temporary employees with terms of greater than twelve (12) months who are regularly scheduled to work forty (40) hours or more per two week pay period shall be required to participate in the group benefit plan. [Am. 2005]

(c) The Employer will continue to provide access to group life, group medical, group dental and long-term disability plans which are at least comparable to the benefits provided to employees pursuant to the plans in place at the time this collective agreement is signed. The Employer will continue to contribute to group benefit plans on at least the same cost-share basis that it did when this collective agreement is signed.

(d) A Benefits Committee composed of three (3) representatives of the Employer and three (3) representatives of the Union will be established to explore and make recommendations to the parties regarding staying with the existing benefits plans or obtaining alternate coverage. The Committee will commence meeting within sixty (60) calendar days of the collective agreement being signed and will make every effort to make its recommendations to the parties within one (1) year of its first meeting. Notwithstanding Article 10.01(c) and provided both parties agree, alternate benefits plans may be put in place. [New 2005]

(e) Provided it is in possession of such information, the Employer will promptly provide non-confidential information related to benefits that is requested by the Union. [Am. 2005]

**10.02 PENSION PLAN:**

(a) The Employer shall continue to provide a Pension Plan for all eligible

employees. The pension plan shall be the Halifax Regional Municipality (HRM) Pension Plan as properly amended by the Pension Committee from time to time.

(b) The Employer agrees that the Pension Plan of the HRM shall not now or at any time be modified or changed in any respect, by the Employer, as it affects directly or indirectly the interests of the employees, without the express written consent of the Union or Pension Committee as provided by the terms and conditions of the plan. This Article shall not restrict the scope or authority of the Employer representative to the Pension Committee, should there be one.

(c) So long as the Pension Plan for employees is the Halifax Regional Municipality Pension Plan, the Union may appoint one (1) representative, who shall be given time off work without any loss of pay or benefits to attend HRM Pension Committee meetings as a full participant, if permitted, or as an observer. If the Union's representative is unable to attend any such meeting(s), the Union may appoint an alternate representative to attend the meeting(s), who likewise shall be given time off work without loss of pay or benefits. However, no employee shall receive premium pay for attending the meetings.

**ARTICLE 11 - HOURS OF WORK**

**11.01 WORK DAY FOR FULL-TIME EMPLOYEES:**

(a) The regular scheduled working hours for full-time public service employees shall be seven (7) continuous hours per day exclusive of meal periods but including paid breaks, commencing no earlier than eight a.m. (8 a.m.) and concluding no later than nine-fifteen p.m. (9:15 p.m.). The Employer shall have closing procedures in place for each HRL branch that will normally allow employees closing the branch to end their shift on time.

(b) The regular scheduled working hours for full-time support service employees, with the exception of maintenance employees, shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than eight a.m. (8 a.m.) and concluding no later than five p.m. (5 p.m.). The regular scheduled working hours for full-time maintenance employees shall be seven (7) continuous hours per day exclusive of meal breaks but including paid breaks, commencing no earlier than seven a.m. (7 a.m.) and concluding no later than five p.m. (5 p.m.).

(c) Notwithstanding Article 11.01(b), the Employer may change the regular scheduled working hours for employees in Systems to be the hours set out in Article 11.01(a). The Employer shall provide details of the changed schedule, including the evenings and times to be worked, at least sixty (60) calendar days prior to instituting the new schedule. In the event of such a changed schedule, the restrictions set out in Article 11.02(d) shall apply.

(d) Notwithstanding the foregoing, the starting and ending times of the hours of work in all Departments may be adjusted to permit employees, on an individual basis, to be available when required by the needs of the service, provided that the Employer, the employee and the Union agree, in writing, to such change. Unless otherwise specifically stated in writing, any such arrangement shall be deemed permanent until the employee, the Employer and the Union agree to a change.

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

(a) Full-time employees shall be scheduled to work seventy (70) hours in a pay period.

(b) Unless they otherwise agree, full-time employees shall be regularly scheduled

to have two (2) consecutive days off each week or to have one (1) day off one week and three (3) consecutive days off in an adjacent week. Notwithstanding the foregoing, full-time employees in Administration and Technical Services shall be regularly scheduled to have Saturday and Sunday off each week.

(c) The Employer shall provide at least sixty (60) calendar days notice to employees in Delivery prior to instituting a schedule which would require those employees to work Saturdays. In the event of such a change, employees in Delivery would not, without their consent, be required to work more than two (2) Saturday shifts in a four (4) week period.

(d) Maintenance employees and full-time public service employees, with the exception of security workers, shall not, without their consent, be regularly scheduled to work:

- (1) more than two (2) evenings per week;
- (2) with the exception of the LA8 and LA7 positions hired to work primarily with young adults, more than two (2) Saturday shifts in a four-week period; or
- (3) on a Sunday.

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

(a) The regular scheduled working hours for all part-time employees shall not commence earlier nor conclude later than the hours for full-time employees as set out in Article 11.01.

(b) Part-time employees shall not be scheduled for less than three (3) hours per day. Part-time employees shall not, without their consent, be regularly scheduled to work more than seven (7) hours in one (1) day, exclusive of meal periods but including paid breaks.

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

(a) Subject to Article 11.13, part-time employees shall be scheduled to work a minimum of their designated hours in a pay period.

(b) With the exception of library clerks, floaters, seasonal positions, and positions in rural branches that do not currently have twenty (20) designated hours per pay period, no vacancy will be posted with less than twenty (20) designated hours per pay period. Notwithstanding the foregoing, where it is necessary in a rural HRL location

to create a position for the purpose of having backup for regular employees, the Employer may create a position which has less than twenty (20) designated hours per pay period.

(c) Part-time employees shall not, without their consent, be regularly scheduled to work more than two (2) evenings per week.

(d) Unless they agree otherwise, part-time employees shall be regularly scheduled to have two (2) consecutive days off at least every second week. Where feasible, the Employer shall provide part-time employees with two consecutive days off each week.

(e) Schedules shall be developed so as to distribute evening and weekend work on an equitable basis and to maximize days off as consecutive days off.

**11.05 NO SPLIT SHIFTS:**

There shall be no scheduled split shifts during the term of this collective agreement except in accordance with Article 11.09(c).

**11.06 SHIFTS POSTED:**

(a) Employees' working hours shall be posted at least fourteen (14) days in advance. There shall be no change to the hours posted unless the employee agrees to the change.

(b) An employee wishing to change a shift with another employee who does the same work may do so with the consent of the Employer, which consent shall not be unreasonably denied. The Employer shall not incur premium pay as a result of the change.

(c) An employee who has requested leave may withdraw or change her/his request provided that the Employer receives forty-eight (48) hours' notice in writing prior to the work schedule being posted. Such requests may also be withdrawn or changed after the schedule has been posted provided no other employee has been assigned to work the hours of the employee who has requested leave.

**11.07 MEAL BREAKS:**

(a) Employees who work six (6) or more hours in a single shift are entitled to an

unpaid meal break of a maximum of one (1) hour. The length and scheduling of the meal break shall be subject to operational requirements, but shall be as close to the middle of an employee's shift as reasonably possible.

(b) Employees who work five (5) hours or more but less than six (6) hours in a single shift are entitled to an unpaid meal break of a maximum one-half (½) hour. The length and scheduling of the meal break shall be subject to operational requirements, but shall be as close to the middle of an employee's shift as reasonably possible.

(c) Employees who work less than five (5) hours in a single shift shall not receive a meal break.

**11.08 WORK BREAKS:**

(a) Employees who work six (6) or more hours in a single shift shall receive two (2) paid break periods, one of fifteen (15) minutes duration in the first half of their shift and one of fifteen (15) minutes duration in the second half of their shift. The breaks shall be scheduled subject to operational requirements.

(b) Employees who work more than three hours but less than six (6) hours in a single shift shall receive one (1) paid break of fifteen (15) minutes duration. The break shall be scheduled subject to operational requirements.

**11.09 ADDITIONAL HOURS FOR PART-TIME EMPLOYEES:**

(a) Part-time employees who want to be offered extra work shall indicate their availability to the Employer in writing, specifying hours and locations.

(b) For extra work scheduled at a time not continuous with an employee's scheduled shift, the employee shall be paid at her/his regular rate for all time worked or for three (3) hours, whichever is greater.

(c) Notwithstanding other provisions of this collective agreement, part-time employees may volunteer to do back-to-back shifts or split shifts. The Employer shall not incur overtime or call back costs as a result of an employee receiving extra work under this Article 11.09.

(d) Additional periods of work available at the time the work schedule is being developed as well as periods of work available subsequent to the posting of the schedule shall be offered equitably to part-time employees able to do the work.

(e) The extra work shall first be offered to other part-time employees within the classification within the Department or Branch where the work is to be done. If no part-time employees are available within the classification, the work shall then be offered to employees in other classifications able to do the work within the Department or Branch. If no part-time employees within the Department or Branch are available or able to do the work, then the work shall be offered to floaters until such time as the floaters reach their designated hours for two (2) pay periods. Once the floaters reach their designated hours, then the work shall be offered equitably to floaters and part-time employees outside the Department or Branch. [Am. 2005]

(f) Part-time employees shall not be entitled to have a work assignment altered on the schedule so as to claim a work opportunity that subsequently becomes available.

(g) An employee shall be deemed to have refused additional work when unavailable for work or when the Employer is unable to contact the employee for any reason. Without limiting the foregoing, an employee is considered unavailable for work when working in her/his regular position or in any other position at HRL.

(h) Part-time employees may only be required to work additional periods of work without their consent if the Employer has been unable to fulfill its operational requirements from within the branch or through this Article 11.09. A part-time employee with a reasonable excuse will not be required to work an additional period of work. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care services or an excuse of a similar or urgent nature.

(i) If extra work is cancelled without at least forty-eight (48) hours notice, the Employer shall pay the employee for the extra hours she/he was scheduled to work.

**11.10 BLENDED POSITIONS AND EMPLOYEES WHO HOLD MORE THAN ONE POSITION:**

For the purpose of this collective agreement, those positions which the Employer has identified as blended positions shall, when determining schedules, be considered as one (1) position. However, where a part-time employee holds more than one position, scheduling restrictions shall only apply to each position separately.

**11.11 OTHER EMPLOYERS:**

An employee is not entitled to have her/his regular schedule rearranged so as to

accommodate employment with another employer.

**11.12 TRAVEL TIME:**

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

**11.13 TEMPORARY LOCATION CLOSURE:**

(a) Should the Employer deem it necessary to close a work location temporarily for occupational health and safety reasons or to carry out renovations, repairs or maintenance, the Employer will:

- (1) give the employee a leave of absence without loss of pay or benefits; or
- (2) reassign the employee to work at another location for the minimum of her/his designated hours, in which case the employee shall receive her/his travel expenses in accordance with Article 8.07; or
- (3) give the employee a paid leave of absence and require the employee to make up the hours when the location re-opens.

(b) Once the Employer has directed the employee pursuant to Article 11.13(a), the employee may request to take vacation or time off in lieu to which the employee is entitled or to take unpaid leave. The Employer will, taking into account operational requirements, not unreasonably deny such requests.

(c) Where a temporary closure occurs pursuant to Article 11.13(a), the Employer shall give employees and the Union as much notice as possible prior to the closure as to the reasons and anticipated length of the closure. Where a location closes on less than forty-eight (48) hours notice, employees shall receive their regular pay regardless of the closure, and shall not be required to work the hours at another time or at another work location.

**11.14 FLOATERS:**

(a) The Employer may hire employees who, notwithstanding any other provision of this collective agreement, will not have a regular place of work. Such employees will be designated for twenty (20) hours over two (2) pay periods. [Am. 2005]

(b) The parties agree that floater employees are to be used for the purpose of

filling in for absent employees or when other unionized staff are unavailable. A floater employee will not be used for the purpose of avoiding posting a vacancy or creating a position nor will it result in a layoff, displacement, transfer or loss of regular hours to any member of the bargaining unit. The foregoing statement does not prevent the Employer from using a floater employee to fill a vacant position during the posting process.

(c) Floater positions will be posted in accordance with Article 6 and may be posted as seasonal positions. Notwithstanding Article 6.10, floater employees may not hold an additional position with the Employer.

(d) For the purposes of this Article 11.14, the metro area excludes HRL branches in Hubbards, Sheet Harbour and Musquodoboit Harbour.

(e) Floater employees must be available to work Sunday shifts.

(f) Where a floater employee has been offered a shift within the metro area, the length of that shift, even if it is refused or not worked by the floater employee, will be considered as worked for the purposes of calculating whether the Employer has fulfilled its obligations with respect to the employee's designated hours.

(g) Floaters will be offered shifts in accordance with Article 11.09(e). [Am. 2005]

(h) Floater employees must be able to provide their own transportation within the metro area. If a floater employee agrees to work at a HRL location outside the metro area, the provisions of Article 8.06 shall apply.

(i) Except where there is a conflict with the provisions of this Article 11.14, all other provisions of the collective agreement will apply to floater employees.

**ARTICLE 12 - OVERTIME**

**12.01 OVERTIME DEFINED AND PAY FOR OVERTIME:**

(a) Employees may be required to work reasonable amounts of overtime, unless the employee has a reasonable excuse for not working. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care services or excuse of a similar or urgent nature.

(b) Unless there are exceptional circumstances, all overtime must be approved by the employee's supervisor in advance. Where exceptional circumstances exist such that approval was not granted in advance, overtime claims must be submitted to the employee's supervisor as soon as possible and not later than three (3) calendar days following the overtime worked.

(c) Any work performed other than during the hours of work provided for in Article 11 shall constitute overtime. If an employee works alternate hours pursuant to Article 11.01(d), then overtime shall commence after those hours. Overtime shall not apply where a part-time employee has agreed to work extra hours pursuant to Article 11.09. However, overtime shall apply where a part-time employee has been required, but not agreed, to work extra hours over their regularly scheduled hours.

(d) Except where double time (2X) is payable, overtime will be paid at the rate of one and one-half times (1.5X).

(e) Overtime work performed in excess of four (4) hours on a regular working day or any overtime work performed on a second or consecutive day of rest when the employee worked overtime on her/his previous day of rest, shall be paid at double (2X) the regular rate.

**12.02 TIME OFF IN LIEU OF OVERTIME PAY:**

(a) In lieu of payment for overtime worked, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreed upon by the employee and the Employer. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate rate. The Employer may refuse an employee's requested time off in lieu where the time off is not possible due to operational requirements.

(b) Lieu time earned under this Article 12 or any other in this collective

agreement must be taken by the end of March of the following year. If such lieu time is not taken, the Employer shall pay out any amount owing within the next two (2) pay periods.

**12.03 DISTRIBUTION AND RECORD OF OVERTIME:**

(a) Overtime shall be offered equitably to those employees in each branch or department amongst those employees who do the same work. Equitability shall not apply where the overtime work to be done is of a project nature in which case the overtime work shall be offered to the employee(s) associated with the work.

(b) If employees within a branch or department are unavailable or wish to refuse the work or if not enough such employees are available, the Employer may offer the work to other employees.

**12.04 OVERTIME MEAL ALLOWANCE:**

Employees working overtime shall receive meal breaks in accordance with Article 11.07. Employees who work overtime through a normal meal period and in excess of three (3) hours which is continuous with their regular shift (either before or after) or, where the overtime work is not continuous with their regular shift but is in excess of four (4) hours, shall be paid a meal allowance of ten dollars (\$10.00). Where the overtime work continues beyond four (4) hours, employees shall be paid an additional meal allowance of twelve dollars (\$12.00) for every four hour period beyond the first four (4) hours.

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

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

**ARTICLE 13 - STAND-BY**

**13.01 "STAND-BY" DEFINED:**

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

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

(a) The Employer shall only schedule stand-by in circumstances where, by the nature of the service provided, it is reasonably necessary.

(b) An employee on stand-by shall be provided with a pager or cellular phone at no cost to the employee.

**13.03 DISTRIBUTION AND SCHEDULE:**

(a) Where it is determined that stand-by is reasonably necessary, stand-by shall be distributed equitably among employees in the job.

(b) No employee shall be required to be on stand-by for more than two (2) weeks in every four (4) week period except in extraordinary circumstances or where the employee otherwise consents.

**13.04 STAND-BY PAY:**

(a) An employee on stand-by shall be paid for the period on stand-by in addition to any other pay and whether or not the employee actually performs any work.

- (b) Except for employees in Systems, an employee on stand-by shall be paid:
- (1) one (1) hour at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's regular working days;
  - (2) two (2) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's days of rest or on a holiday.

(c) Employees in Systems who are on standby shall, as part of their standby responsibilities, be required to respond to telephone inquiries from other HRL

employees and to have available a telephone line for remote access to the HRL network. A Systems employee on standby shall be provided with a cellular phone and portable computer during the time the employee is on standby, at no cost to the employee. A Systems employee on standby shall be paid as follows:

- (1) one and one-half (1½) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's regular working days;
- (2) three (3) hours at the regular, straight time rate for the job for each twenty-four (24) hour period, or part thereof, on stand-by on the employee's days of rest or on a holiday.

(d) The twenty-four (24) hour period shall commence at a time agreed pursuant to Article 13.02 and shall end twenty-four (24) hours later and shall include time worked during regular hours, time worked at overtime or call-out rates and time spent not working but available for work.

### **13.05 HOLIDAYS:**

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

**ARTICLE 14 - CALL OUT PAY**

**14.01 CALL OUT DEFINED:**

Call out occurs when an employee is required to work at some time other than the employee's regularly scheduled hours. A change in the regular schedule does not constitute a call out. Additional time which is continuous with the employee's regular hours, either before or after the employee's regular shift, is overtime and not call out. Call-out does not occur where a part-time employee accepts additional hours pursuant to Article 11.09.

**14.02 MINIMUM PAY:**

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

**14.03 WORK OFF SITE:**

When a Systems employee is on standby pursuant to Article 13 she/he shall not be paid call out pay for work performed for which the employee does not have to report to an HRL designated site.

**ARTICLE 15 - HOLIDAYS**

**15.01 HOLIDAYS:**

The following shall be paid holidays for all employees:

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

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

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

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

(a) All full-time employees shall receive the holidays listed in Article 15.01 off with pay unless the employee is on leave without pay. Employees on union leave for which the union reimburses the Employer shall be paid holiday pay.

(b) Where a holiday listed in Article 15.01 falls on a Saturday or Sunday, HRL shall observe the holiday on the following Monday (and Tuesday in the event of Christmas and Boxing Day falling on a Saturday and Sunday). Full-time employees who would regularly be scheduled to have the Saturday or Sunday as their day of rest and

to work on the following Monday will receive the following Monday (and Tuesday, as the case may be) off as the holiday.

(c) Where both the holiday and the day on which HRL observes the holiday fall on a full-time employee's days of rest, then the employee shall be entitled to another day off work as the holiday at a mutually agreed time.

(d) Where an employee is scheduled to work on the holiday and the day on which HRL observes the holiday, the employee shall receive both days off without loss of pay or benefits. [Am. 2005]

(e) Lieu time earned under this Article 15 shall be taken at a time mutually agreed upon by the employee and the Employer. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate rate. The Employer may refuse an employee's requested time off in lieu where the time off is not possible due to operational requirements. Lieu days may be taken up to two (2) days in advance of the holiday.

(f) Lieu time earned under this Article 15 must be taken by the end of March of the following year. If such lieu time is not taken, the Employer shall pay out any amount owing within the next two (2) pay periods.

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

(a) All part-time employees shall, unless they are on leave without pay, be paid for the holidays listed in Article 15.01 at an amount equal to:

- (1) their regular scheduled hours for the day which they would have worked but for the holiday; or
- (2) if the part-time employee would not be regularly scheduled to work on the holiday, the total number of hours paid in the previous twenty-eight (28) calendar days divided by twenty (20).

(b) Part-time employees on union leave for which the union reimburses the Employer shall be paid holiday pay.

(c) Where a part-time employee is scheduled to work on a day on which HRL is closed to observe a holiday, the employee shall receive the day off without loss of pay or benefits. [Am. 2005]

**15.05 WORK ON A HOLIDAY:**

(a) Any authorized work performed on a holiday listed in Article 15.01 shall be paid for at the rate of double time (2X), or shall be taken as time off in lieu, also at double time (2X), at a time mutually agreed between the employee and the Employer. If such time off cannot be mutually agreed, the employee shall be paid the appropriate rate. The Employer may refuse an employee's requested time off in lieu where the time off is not possible due to operational requirements.

(b) An employee who works on any of the holidays listed in Article 15.01 shall receive pay as described in Article 15.05(a) in addition to pay as described in Article 15.03 or 15.04, as the case may be.

**15.06 OTHER RELIGIOUS HOLIDAYS:**

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

**ARTICLE 16 - VACATIONS**

**16.01 VACATION ENTITLEMENT FOR FULL-TIME EMPLOYEES:**

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

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

**16.02 VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES:**

(a) Subject to Articles 16.02(c) and 16.02(e), part-time employees shall receive the same vacation entitlements as full-time employees pro-rated based on their designated hours.

(b) Part-time employees shall not receive an increase in vacation for an increase of designated hours for any period less than thirty (30) days.

(c) Part-time employees entitled to paid vacation who receive extra work pursuant to Article 11.09 or an increase in designated hours for any period less than ninety (90) days shall receive pay in lieu of vacation on that work at the rate of six per cent (6%). Any changes to this Article 16.02(c) from the previous collective agreement shall be effective as of January 1, 2006. [Am. 2005]

(d) Part-time employees who work in the classification of Clerk, Library Assistant 1, Library Assistant 2 and Library Assistant 3 who are designated for less than twenty

(20) hours per week and have fewer than three (3) continuous years of service and all floaters and seasonals shall receive an amount equal to six per cent (6%) of their total earnings in lieu of paid vacation leave, payable on all hours worked. Notwithstanding the foregoing, floaters and seasonals who would, but for this Article 16.02(d), be entitled to paid vacation in accordance with Article 16.01(3) or 16.01(4) shall, respectively, receive an amount equal to eight per cent (8%) or ten per cent (10%) of their total earnings in lieu of paid vacation leave. Any changes to this Article 16.02(d) from the previous collective agreement shall be effective as of January 1, 2006.

[Am. 2005]

(e) Part-time employees not entitled to paid vacation shall have the option to receive unpaid vacation leave in an amount pro-rated, based on their designated hours, and appropriate to their continuous years of service as set out in Article 16.01. Such employees shall select their vacation in the same manner as other employees.

[Am. 2005]

(f) Temporary employees with terms of twelve (12) months or less shall receive six per cent (6%) pay in lieu of paid vacation. The Employer may also grant, in its discretion, unpaid vacation leave to temporary employees with terms of twelve (12) months or less. Temporary employees with terms of more than twelve (12) months and who are otherwise eligible will accrue vacation leave on the same basis as permanent employees.

[Am. 2005]

### **16.03 EMPLOYEES RECEIVING MORE VACATION:**

Employees who, at the date of signing this collective agreement, receive more vacation than provided by this Article 16 shall continue to receive that additional vacation until they terminate employment or until these Article 16 provisions provide an equal or greater amount of vacation.

### **16.04 TIME FOR VACATION AND NOTIFICATION:**

(a) Vacation shall be scheduled subject to operational requirements.

(b) An employee shall be entitled to receive her/his vacation in an unbroken period to a maximum of four (4) weeks. An unbroken period of longer duration may be taken if it does not unduly interfere with the Employer's operation or another member's vacation.

(c) The Employer shall notify each employee of her/his vacation entitlement for

each year by January 31<sup>st</sup>. Upon request, an employee shall be informed of the amount of vacation entitlement remaining as of the date of the request.

(d) Employees will be allocated vacation dates on a first-come, first-served basis. The Employer shall not unreasonably deny a vacation request. Within five (5) working days of a request having been made, the Employer will either advise the employee that it is not granting the vacation request or post notice of a tentative approval within the workplace. A more senior employee may, within five (5) working days of an employee's tentative approval being posted, make the Employer aware of a conflict in desired dates and seniority will be used to resolve that conflict. An employee may only use seniority as the determining factor for one (1) vacation period in each calendar year. Once an employee's tentative approval has been posted for more than five (5) working days without a conflict being raised, the employee's vacation approval shall be considered finalized.

(e) Where an employee makes a request to take vacation of five (5) working days or less that will commence within ten (10) days of the request being made, the Employer may, where operational requirements permit, grant the vacation request without posting a tentative approval in accordance with Article 16.04(d) and the granting of such vacation will not be subject to any subsequent request by a more senior employee. [New 2005]

(f) Upon written notice to the Employer prior to October 1<sup>st</sup> of the current calendar year, the Employer shall permit an employee to carry over up to thirty-five (35) hours of her/his vacation entitlement to the following calendar year. This amount shall be pro-rated for part-time employees. The Employer may, at its discretion, permit an employee to carry over more than thirty-five (35) hours and such permission shall not be unreasonably refused. Any vacation not taken by December 31 because of operational requirements shall be paid out, or carried over, at the employee's option.

(g) All vacation not used or approved for carry over, must be scheduled by October 15.

(h) The Employer shall make its best efforts to accommodate the scheduled vacation of an employee who has changed jobs or work locations subsequent to the vacation schedule being posted. Where such accommodation is not possible, the employee's vacation shall be rescheduled at a time mutually agreed upon by the Employer and the employee.

**16.05 HOLIDAY IN VACATION PERIOD:**

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

**16.06 VACATION RESCHEDULED FOR ILLNESS:**

The Employer may, upon presentation of appropriate medical documentation, reschedule and exchange for sick leave all or any part of an employee's vacation which has been or will be interrupted by serious injury or serious illness. The Employer shall not unreasonably refuse such a request.

**16.07 WORK DURING VACATION:**

No employee shall be required to work during her/his scheduled vacation period except for an employee who has changed jobs or work locations subsequent to scheduling vacation and whose scheduled vacation cannot be accommodated by the Employer in accordance with Article 16.04(g). However, should an employee agree to work when requested during her/his scheduled vacation, the vacation shall be rescheduled. If the vacation cannot be rescheduled at a time acceptable to the employee it shall be paid out at the end of the calendar year.

**16.08 PRO-RATING VACATION WHILE ON UNPAID LEAVE:**

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

**16.09 VACATION TO WHICH AN EMPLOYEE NOT ENTITLED:**

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

(b) Employees shall not borrow vacation entitlement from future years.

**16.10 VACATION ON TERMINATION:**

(a) An employee who terminates her/his employment and does not withdraw her/his resignation pursuant to Article 4.06, or who is terminated for any reason and is not later reinstated or who retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 16.01. However, in the event of the employee's death, the estate shall receive full vacation entitlement for that year.

(b) An employee who has used more vacation time and resigns, is dismissed or retires before the end of the calendar year is subject to have any unearned portion of the used vacation recovered.

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

**17.01 SICK LEAVE:**

(a) For the purposes of this Article 17, "Disability", "Illness", "Sickness" and "Injury" have identical meanings and are interchangeable unless otherwise specified and "Disabled", "Ill", "Sick" and "Injured" have corresponding meanings.

(b) An employee is entitled to paid sick leave in the amounts specified in this Article 17, when, due to her/his own sickness, the employee is unable to perform her/his work. Sick leave may also be taken for medical or dental appointments and treatments pursuant to Article 17.04 and for family illness pursuant to Article 17.05.

(c) All time absent from work pursuant to this Article 17 shall be deemed to be continuous employment for all purposes unless specifically excepted.

**17.02 ACCUMULATION OF SICK LEAVE:**

(a) Full-time employees, including temporary employees, shall accumulate sick leave in the following amounts:

(1) up to the end of the calendar year prior to which the employee will attain ten (10) years of service, ten and one-half (10½) hours per month to a maximum of one thousand (1000) hours;

(2) from the beginning of the calendar year in which the employee will attain ten (10) years of service and thereafter, fourteen (14) hours per month to a maximum of twelve hundred (1200) hours.

(b) Part-time employees who work in the classifications of Library Clerk, Library Assistant 1, Library Assistant 2 and Library Assistant 3 who are designated for less than twenty (20) hours per week and have fewer than three (3) continuous years of service shall not be entitled to paid sick leave. The Employer shall, where operational requirements permit, allow part-time employees not entitled to paid sick leave to reschedule work missed due to sickness. Notwithstanding the foregoing, any employees who receive paid sick leave at the time this collective agreement is signed shall continue to receive paid sick leave as set out in this collective agreement. Any changes to this Article 17.02(b) from the previous collective agreement shall be effective as of January 1, 2006. [Am. 2006]

(c) Except for those part-time employees referred to in Article 17.02(b) who are

not entitled to paid sick leave, part-time employees will receive the same paid sick leave as full-time employees pro-rated based on their designated hours.

(d) Part-time employees shall not receive an increase in sick leave entitlement for an increase of designated hours for any period less than thirty (30) days.

(e) Temporary employees who work part-time shall not be entitled to paid sick leave.

(f) Notwithstanding the foregoing provisions of this Article 17.02, an employee who has accumulated sick leave under the provisions of collective agreements or terms of employment prior to the signing of this collective agreement, shall retain that accumulated sick leave until it is used or drops below the amounts set out in this Article 17.02.

(g) Sick leave shall not be paid for employees unable to work overtime or additional shifts beyond their normal number of hours.

(h) Employees shall not earn paid sick leave entitlement when not receiving remuneration directly from HRL unless specifically provided by this collective agreement.

(i) Employees will be credited with sick leave at the beginning of each month. Sick leave entitlement shall be reduced by one hour for every hour of paid sick leave taken.

(j) A record of sick leave entitlement accumulated and sick leave used shall be kept by the Employer and a copy of this record shall be provided to an employee upon request.

(k) A full-time employee returning to work after receiving long-term disability benefits will, in addition to recommencing sick leave entitlement in accordance with this Article 17.02, be immediately granted a sick leave advance of ten (10) days. This amount will be pro-rated for a part-time employee based on her/his designated hours. The advance will be recovered pursuant to Article 17.03(b). [New 2005]

**17.03 SICK LEAVE ADVANCES:**

(a) An employee with five (5) or more years of service who has exhausted her/his sick leave benefits will be advanced sick leave benefits to the following limits:

- (1) if the employee has applied for long-term disability benefits, until the employee becomes entitled to or is denied long-term disability benefits;
- (2) if the employee has not applied or does not participate in the long-term disability plan, the number of hours per month of sick leave that the employee accumulated when she/he went off sick times the number of years of service the employee had attained in the calendar year she/he went off sick.

Sick leave advances are only available where an advance of at least five (5) consecutive working days is needed. [Am. 2005]

(b) Sick leave advancements shall be recovered at the rate of one-half (1/2) day per month of sick leave accumulated upon the employee's return to work.

(c) The Employer may determine that it will not grant an employee a sick leave advance until an employee's previous sick leave advances have been recovered.

**17.04 MEDICAL AND DENTAL APPOINTMENTS:**

(a) Employees are encouraged to make medical and dental appointments and treatments outside working hours. When this is not reasonably possible, the employee shall be entitled to take paid sick leave to attend the appointment but shall provide the Employer as much notice as possible. Paid sick leave taken for medical and dental appointments and treatments shall be deducted from an employee's sick leave entitlement in accordance with Article 17.02(i).

(b) Employees may agree with their manager, or her/his designate, on how to make up time for appointments rather than taking it from their sick leave entitlement. Such agreements shall be deemed not in violation of Article 2.04 or Article 11. No employee will receive premium pay as a result of making up time for appointments.

(c) Allowable medical and dental appointments and treatments are those with, or are a referral from, a medical practitioner or dentist licensed to practice in Nova Scotia. Appointments and treatments payable by the group benefits plan are also allowable.

**17.05 FAMILY SICK LEAVE:**

Full-time employees are entitled to take up to seventy (70) hours of paid sick leave per calendar year to attend to family illness. Part-time employees are entitled to family sick leave pro-rated according to their designated hours. Such leave may also be taken to attend medical or dental appointments or treatments with a family member

where the employee's attendance is necessary. Notwithstanding the foregoing, the last fourteen (14) hours of family sick taken by an employee are not deductible from an employee's sick leave entitlement. Additional unpaid time may be granted at the discretion of the Employer pursuant to Article 18.08.

**17.06 REPORTING ABSENCE AND RETURN:**

An employee shall report her/his absence from work due to sickness to her/his immediate supervisor or designate as soon as reasonably possible. The employee shall, where possible, give an indication to the supervisor as to when she/he will be able to return to work.

**17.07 MEDICAL CERTIFICATES:**

(a) The Employer may request that an employee provide a certificate from the employee's qualified medical practitioner licensed to practice in Nova Scotia to confirm that the employee is absent from work because she/he is sick. Where the employee's medical practitioner has not indicated a return to work date or where the employee continues to be absent beyond the return to work date provided, the Employer may request more than one such certificate during the same period of absence.

(b) The Employer shall not unreasonably require a medical certificate.

(c) If an employee is off work due to her/his own sickness or if at work but unable to perform all of her/his duties, and the Employer has a reasonable concern about the employee's fitness to work or continuing to work, as the case may be, the Employer may request that prior to returning to work, the employee provide, at the Employer's expense, a certificate of fitness to work from the employee's qualified medical practitioner licensed to practice in Nova Scotia. The Employer shall inform the employee of its requirement for such a certificate within a reasonable time of being advised of the employee's potential return to work.

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

**17.08 JOB PROTECTION WHILE ILL:**

(a) When an employee is unable to work due to sickness, she/he shall retain her/his right to her/his own position for twenty-four (24) months after she/he last

attended work.

[Am. 2005]

(b) The Employer may post the absent employee's position as a term position of up to twenty-four (24) months. The term position will end upon the return of the incumbent.

[Am. 2005]

(c) The Employer may, twenty-four (24) months after the employee has been continuously absent due to sickness, declare that employee's position vacant and post it in accordance with Article 6. This shall be deemed not to be a termination of employment and the employee shall retain the right to apply for any posted position in accordance with Article 6.

(d) The Employer may require a medical report from the employee's qualified medical doctor to show medical fitness for either a temporary assignment pursuant to Article 17.08(b) or the position the employee would fill if she/he were the successful applicant for a position pursuant to Article 17.08(c).

(e) An employee who has been absent from work due to illness shall continue to accumulate service and seniority under this collective agreement until she/he has been absent for twenty-four (24) continuous months, after which the employee shall retain her/his service and seniority but not accumulate more.

**17.09 BENEFITS WHILE ILL:**

(a) If an employee has no sick leave accumulated and is unable to work due to sickness and will not be eligible for LTD or WCB benefits, the Employer shall cease remuneration but may, in its discretion, continue its contributions to the group benefit plans and pension plan for up to twelve (12) months provided the employee continues to pay her/his share of such benefits. The Employer may request medical certificates certifying illness.

(b) An employee on LTD or WCB shall continue to participate in the group benefit plan and pension plan and the Employer shall continue to pay its share of those plans until the employee attains the age at which she/he is entitled to an unreduced pension. Notwithstanding the foregoing, if the employee chooses to upgrade her/his group benefit plan or pension, she/he shall be responsible for paying both her/his and the Employer's share of the difference in cost between the original plan(s) and the upgraded plan(s).

**17.10 WORKERS' COMPENSATION:**

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

(b) Pending a settlement of the claim by the Workers' Compensation Board Claims Officer, an employee shall receive paid sick leave to the extent of her/his sick leave entitlement. If the employee becomes entitled to benefits under the Workers' Compensation Act for the same period for which sick leave was taken, the Employer shall reinstate the sick leave entitlement for which it is reimbursed.

**17.11 SICK LEAVE DURING LEAVE OF ABSENCE:**

(a) When an employee is on leave of absence without pay she/he shall retain her/his accumulated sick leave if any. Such an employee shall not be entitled to sick leave benefits provided by this Article 17 while on leave of absence without pay.

(b) If an employee commences sick leave prior to a planned leave of absence, the employee may choose to not go on the leave and to instead have the sick leave benefits continued until she/he either uses all her/his sick leave credits or she/he qualifies for long term disability benefits or Workers' Compensation benefits.

**ARTICLE 18 - LEAVES OF ABSENCE**

**18.01 BEREAVEMENT LEAVE:**

(a) In the event of the death of a family member of her/his immediate family, an employee shall be entitled to seven (7) consecutive calendar days leave of absence without loss of pay or benefits. Immediate family means an employee's spouse, parent, parents-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, child, grandchild, son-in-law, daughter-in-law, and any relative who has been residing in the employee's household. For the purposes of this Article:

- (1) Spouse includes common-law spouse and same sex spouse;
- (2) Child includes all child-parent relationships including biological child, step-child, adopted child, foster child and ward;
- (3) Parent includes all parent-child relationships including biological parent, step-parent, adoptive parent, foster parent and guardian;
- (4) Sibling includes all sibling relationships including biological sibling, step-sibling, sibling by adoption, foster sibling and any other person who has a common parent with the employee;
- (5) Grandparent includes the parent, grandparent and great-grandparent of an employee's parent;
- (6) Grandchild includes the child, grandchild and great-grandchild of an employee's child.

(b) In the event of the death of a family member of her/his extended family, an employee shall be entitled to three (3) consecutive calendar days leave of absence without loss of pay or benefits. Extended family means an employee's aunt, uncle, nephew or niece.

(c) An employee shall be granted the day of the funeral or memorial service, without loss of pay or benefits, in the event the death of any person for whom the employee is serving as a pallbearer.

(d) An employee may be granted one-half (½) day without loss of pay or benefits to attend a funeral as a mourner.

(e) An employee shall be entitled to use vacation, time off in lieu of accumulated overtime, personal leave or other accumulated leave in the event of the death of a close friend or relative for which other bereavement leave is not otherwise provided. [Am. 2005]

(f) An employee shall be entitled to a leave of absence of two (2) days without

loss of pay or benefits to act as an administrator or executor of an estate.

(g) In the event of a death, an employee shall be entitled to only one of the leaves set out in the foregoing subsections of this Article 18.01 and shall not be entitled to combine the leaves.

(h) Employees may apply to the Manager of Human Resources for an extension of the above times. The Manager of Human Resources shall consider travel times and any other compelling circumstances in determining whether to grant an extension.

[Am. 2005]

(i) An employee entitled to bereavement leave shall notify her/his supervisor of her/his absence from work as soon as reasonably possible. Upon returning to work following bereavement leave, an employee shall provide details on the length of absence, relationship to the deceased person and the type of bereavement leave. The Employer may require verification of the death.

[Am. 2005]

**18.02 COMPASSIONATE CARE LEAVE:**

(a) An employee who has been employed with the Employer for a period of at least three (3) months is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member provided that a medical practitioner issues a certificate stating the family member has a medical condition with a significant risk of death within twenty-six (26) weeks from:

(1) the date the certificate is issued; or

(2) where the leave begins before the certificate was issued, the day the leave begins.

[New 2005]

(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. [New 2005]

(c) Compassionate care leave ends at the end of the work week during which the family member dies or twenty-six (26) weeks after the certificate was issued, whichever is earlier. If the family member dies, the employee will commence bereavement leave in accordance with Article 18.01 immediately following the conclusion of the compassionate care period.

[New 2005]

(d) An employee on compassionate care leave may choose to continue to participate in the group benefit plans and pension for the period of the leave on the same cost-share basis with the employer as if she/he were at work.

[New 2005]

- (e) For the purposes of this Article 18.02,
  - (1) "family member" means:
    - (i) a spouse or common-law partner of the employee;
    - (ii) a child of the employee or the employee's spouse or common law partner; and
    - (iii) a parent of the employee or the parent's spouse or common law partner. [New 2005]

(f) The Employer will permit an employee who requires more than eight (8) weeks compassionate care leave to use vacation, sick leave or other accumulated leaves or to take an unpaid leave of absence. [New 2005]

**18.03 UNION LEAVE:**

(a) Upon appropriate notice from the Union, the Employer shall, unless operational requirements prohibit, grant a leave of absence for the use of Union members, when they are delegated by the Union, for the purpose of attending to Union business. Where such leave is granted, the Employer shall continue the members' pay at the request of the Union as if they were at work and shall bill the Union for those members' pay. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days. The Employer may also limit Union leave where absences are disruptive in the work place.

(b) Upon appropriate notice by the Union, the Employer shall, unless operational requirements prohibit, grant leave of absence to one (1) employee for the purpose of working for the Union if such period of leave is for a period of thirty (30) continuous calendar days or more. In such a case, the Employer shall continue the member's pay at the request of the Union as if they were at work and shall bill the Union for the member's pay. The Employer shall submit its bill to the Union within three (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days.

(c) For the purposes of Articles 18.03(a) and 18.03(b), pay includes compensation, group benefits and pension to which an employee is regularly entitled while at work. All seniority and service shall continue to accrue while an employee is on Union leave.

(d) Requests for Union leave shall be made or confirmed in writing to an employee's manager and shall be subject to operational requirements, including

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

(e) Notwithstanding any other provision of this collective agreement, part-time employees who act as union representatives shall be paid by the Employer at their regular rate of pay for all hours spent in the following union-management meetings: collective bargaining, labour-management committee, job evaluation committee and occupational health and safety committee. The Union's total entitlement pursuant to this Article 18.03(e) is one hundred and forty (140) hours per calendar year. Attendance at such meetings is subject to operational requirements and appropriate advance notification of the employee's manager or delegate. [New 2005]

#### **18.04 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 outside regular working hours.

#### **18.05 LEAVE FOR NEGOTIATIONS:**

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

#### **18.06 LEAVE FOR POLITICAL PARTICIPATION:**

(a) On the written request of the employee, the Employer shall grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections, subject to the Municipal Elections Act.

(b) If an employee is elected in a Federal, Provincial, Municipal or School Board election and requests a leave of absence without pay for the term of office or for the period(s) that the legislative body meets, the Employer shall grant such requests. No employee shall be required to take such leave of absence unless:

- (1) in the Employer's discretion, the employee cannot reasonably perform her/his duties during the term of office or during the period(s) the legislative body meets; or
- (2) a conflict of interest arises between the duties of the elected office and the performance of the employee's duties for the Employer.

(c) Subject to the terms of the plans, while an employee is on leave for political participation she/he may choose to continue enrollment in group benefits and the pension plan. If the employee chooses to continue in this manner the employee shall be responsible for both her/his and the Employer's contributions to the group benefits and pension plans while on leave without pay.

(d) An employee on leave for political participation shall continue to accrue seniority and service for the first twelve (12) months on leave without pay and shall thereafter retain seniority and service accrued but shall not accrue more.

(e) Employees shall not be permitted leave for political participation for more than five (5) years. Employees who choose to stay on leave for political participation for more than five years shall be considered to have resigned their employment with HRL.

**18.07 LEAVE FOR JURY OR WITNESS DUTY:**

(a) The Employer shall grant leaves of absence without loss of pay, seniority or benefits to an employee when the employee is required to appear before a court, tribunal or like body, or to take part in a discovery of evidence.

(b) An employee shall notify her/his manager promptly upon receiving a notice to appear. The Employer may require verification of the notice to appear.

(c) The employee will be required to reimburse the Employer, to the extent of pay received from the Employer, the amount of any fees not being expenses which the employee receives for such appearances. Payment for travel, meals and other expenses shall not be reimbursed.

(d) An employee subpoenaed, summonsed or required to appear before any

court, tribunal or like body for any matter arising out of her/his work shall be paid travel expenses, overtime and call-out in accordance with this collective agreement, as appropriate in the circumstances. Part-time employees may be rescheduled so that their working hours include any hours during which they are required to appear or they may be required to work additional hours pursuant to Article 11.09.

**18.08 LEAVE FOR INDIVIDUAL REASONS WITHOUT PAY:**

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

(b) Where leave without pay is requested for reasons other than personal hardship, the Employer will consider its operational requirements and the circumstances of the individual employee. The Employer will consider all requests for a leave of absence without pay but will give preference to those that meet the following criteria:

- 1) the length of leave is between three (3) months and twelve (12) months;
- 2) the employee gives three (3) months' notice, if possible, but in any case at least one (1) month's written notice is given;
- 3) except for reasons of personal hardship or an educational leave of absence, the employee has not had a previous leave of absence without pay in the last three (3) years;
- 4) the employee has not been suspended for disciplinary reasons within the last twenty-four (24) months;
- 5) the employee has had at least one (1) year of continuous service.

An unpaid leave of absence will not be granted where it is requested for the purpose of working for another employer.

(c) Employees applying for deferred leave under Article 25 shall be given preference over those applying under Article 18.08(b).

(d) Except in circumstances of hardship as set out in Article 18.08(a), temporary employees shall not be granted an unpaid leave of absence.

(e) An employee on leave of absence for individual reasons without pay shall continue to accrue seniority for the first twelve (12) months on leave after which seniority and service already accrued shall be retained but more seniority and service

shall not be accrued until the leave ends. The employee shall bear the total cost of any benefits continued during the leave.

(f) For the same reasons as set out in Article 18.08(a), the Employer may permit an employee to work reduced hours for an established period of time which may be extended. An employee on such leave shall be paid in the same manner as part-time employees working the same number of designated hours, but shall continue to accrue service and seniority as if she/he were working her/his regular hours of work but shall accrue vacation and sick leave on a pro-rated basis if the arrangement lasts longer than one (1) month.

(g) Where the return to work or to regular hours is not known at the time leave or reduced hours commences, the employee shall advise the Employer of the return date or return to regular hours as soon as possible and no less than four (4) weeks before the return.

(h) Articles 25.06 and 25.07 shall apply to employees on leave under Article 18.08.

#### **18.09 EMERGENCY LEAVE:**

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

#### **18.10 PRE-RETIREMENT LEAVE:**

(a) All employees, after ten (10) years of continuous, permanent service with the Employer, shall, upon retirement under any of the provisions of the pension plans of Halifax Regional Municipality, be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service with the Employer, up to a maximum of ninety (90) calendar days at the rate of the then current salary. "Upon retirement" means that an employee is immediately eligible to receive pension benefits.

(b) An employee entitled to receive pre-retirement leave may choose to work all

or a portion of the pre-retirement leave period and, where such a choice is made, shall receive a lump-sum payment for any entitlement not taken as leave.

(c) An employee shall be permitted leave with pay to attend HRL approved retirement planning or counseling sessions.

(d) In lieu of the pre-retirement leave set out above, employees of the former Dartmouth Regional Library Board who would, but for municipal amalgamation, have been entitled to receive a retirement benefit upon retiring from that Board and who had fifteen (15) or more years of service as of April 1, 1996, may choose to receive a retirement benefit in accordance with Appendix "C" which is attached hereto and forms part of this collective agreement.

(e) Any payment pursuant to this Article shall be in addition to any payment made pursuant to Article 10.

**18.11 COMMUNITY ASSISTANCE LEAVE:**

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

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

**18.12 LEAVE TO ATTEND ASSOCIATION MEETINGS:**

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

**18.13 SECONDMENTS:**

(a) A "secondment" is a term appointment to work under the direction of an employer other than Halifax Regional Library where Halifax Regional Library remains the Employer.

(b) On terms agreed upon between the Employer and the employee, an employee may accept a secondment.

(c) In all secondments, except where different arrangements are agreed upon by the parties, the employee shall remain subject to this collective agreement.

**18.14 LEAVE TO GIVE BLOOD:**

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

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

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

(a) Pregnancy leave and parental leave shall be considered as a right for all employees. Employees shall be granted pregnancy leave and parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions of the *Labour Standards Code* of the Province of Nova Scotia.

(b) Pregnancy leave and parental leave shall be deemed to be continuous employment and employees on either such leave shall continue to accrue seniority and service. Vacation and sick leave entitlement shall continue to accrue during the term of pregnancy leave but shall not accrue during the term of parental leave.

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

(a) Upon the request of the employee and presentation of a certificate by the employee's legally qualified medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected, the employee may, at her option, commence pregnancy leave at any time during a period which commences sixteen (16) weeks before the expected date of delivery and which ends on the actual date of delivery.

(b) The request referred to in Article 19.02(a) shall indicate the date the employee wishes to commence her leave and the anticipated return date, and must be submitted four (4) weeks prior to the commencement of the leave. Where the employee cannot give four (4) weeks' notice of her leave because of circumstances beyond her control, the employee will give as much notice as possible. The employee will also give four (4) weeks' notice of her return to work.

(c) Notwithstanding Article 19.02(b), the Employer may require that an employee begin a leave of absence earlier than the time set out therein if the employee cannot reasonably perform her duties or if the employee's work is materially affected by her pregnancy, and alternative work is not available.

(d) Subject to Article 19.02(a), pregnancy leave shall be, at the choice of the employee, up to seventeen (17) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.

**19.03 SICKNESS AND ACCOMMODATION:**

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

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

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

(a) An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province, or through guardianship where the child is a minor and residing with the employee, is entitled to an unpaid leave of absence of, at the employee's choice, up to thirty-five (35) weeks. In the case of adoption, if any longer period is required by the adoption agency or the province, on presentation of supporting documentation, the arrangements for additional leave shall be made before the leave commences.

(b) A request for leave pursuant to Article 19.04(a) shall indicate the date the employee wishes to commence her/his leave and the anticipated return date, and must be submitted four (4) weeks prior to the commencement of the leave. Where the employee cannot give four (4) weeks' notice of her/his leave because of circumstances beyond her control, the employee will give as much notice as possible. The employee will also give four (4) weeks' notice of her/his return to work.

(c) In the case of a new born child, an employee may begin parental leave anytime following the birth of a child provided that the leave shall end thirty-five (35) weeks following its commencement or fifty-two (52) weeks after the birth of the child, whichever is earlier. In the case of the adoption of a child, or of guardianship where the child is a minor and residing with the employee, the employee may begin parental leave, at the employee's option, at anytime required by the adoption agency or upon arrival of the child in the employee's home, provided that the leave shall end at the end of the time required by the adoption agency or fifty-two (52) weeks after the leave

began, whichever is earlier, provided that the employee is entitled to uninterrupted leave up to thirty-five (35) weeks. The parental leave shall be continuous. If an employee is taking both pregnancy and parental leave, the leaves must be continuous.

(d) Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in her/his position and defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption and deferral of each parental leave.

#### **19.05 BENEFITS:**

(a) The Employer shall make an arrangement with the employee to deduct all benefit contributions for which the employee is responsible, and which the employee must or chooses to continue, covering the period of the employee's leave from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave. If the employee on leave continues her/his regular payments to the pension plan and group benefits plans, the Employer shall continue with its contributions.

(b) An employee entitled to pregnancy leave, who provides the Employer with proof that she has applied for, and is entitled to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (S.U.B.) provisions of that Act and the following:

(1) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her rate of pay (less applicable deductions) for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period.

(2) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay (less applicable deductions), less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which an employee would have been eligible if no other earnings had been received during the period.

(3) The pay of part-time employees will be based on her designated hours.

(4) Where an employee becomes eligible for a negotiated pay increase during the benefit period, benefits under the S.U.B. plan will be adjusted accordingly.

(5) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada (or other government agency) where such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income.

(c) An employee who does not continue employment for at least six (6) months following leave provided by this Article 19 shall reimburse the Employer for the cost of benefit and pension premiums and any top-up under Article 19.05(b). The amount to be reimbursed shall be pro-rated based on the length of continued employment as compared to six (6) months if the employee continues employment for less than six (6) months. Notwithstanding the foregoing, an employee who does not continue employment following leave due to her own or her child's illness or disability shall not be required to reimburse the Employer.

#### **19.06 RETURN FROM LEAVE:**

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

#### **19.07 SPOUSAL LEAVE:**

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

**ARTICLE 20 - HEALTH AND SAFETY**

**20.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION:**

(a) The Employer and the Union recognize the benefits derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall co-operate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all reasonable health and safety rules established by the Employer.

(b) The Occupational Health and Safety Act, its Regulations and Guidelines shall constitute a minimum standard of protection for employees covered by this collective agreement provided that any higher standard or increased protection provided by this collective agreement shall apply over the Act.

(c) Except where inconsistent with this collective agreement or the *Occupational Health and Safety Act*, employees shall adhere to the HRL Occupational Health and Safety Manual.

**20.02 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE:**

(a) An Occupational Health and Safety Committee (OHSC) shall be established and each party shall appoint its own representatives.

(b) The Employer shall be entitled to up to four (4) representatives on the OHSC. The Union shall be entitled to up to four (4) representatives on the OHSC and one of them may be the Business Agent. In addition to the representatives appointed to the OHSC, each party may appoint alternates for its representatives and an alternate may attend OHSC meetings and shall act in the absence or unavailability of the regular representative.

(c) The Union will notify the Employer, in writing, of the names of its members and alternates on the Occupational Health and Safety Committee and the Employer shall notify the Union of the names of its members and alternates on the Occupational Health and Safety Committee.

(d) The OHSC shall have two (2) Co-chairs. The Union shall appoint one (1) Co-chair and the Employer shall appoint one (1) Co-chair and the Co-chairs shall alternate the chairing of OHSC meetings as determined by the OHSC.

(e) All correspondence, complaints, information and notices concerning the OHSC and health and safety generally shall be sent to both Co-chairs of the OHSC.

**20.03 OHSC MEETINGS:**

(a) The OHSC shall meet at least once every month to deal with health and safety responsibilities. The OHSC may meet more often to review matters that either party views as urgent. By mutual agreement any OHSC meeting may be cancelled, postponed or adjourned.

(b) OHSC meetings shall be scheduled during normal working hours except that in an urgent case a meeting may be scheduled or called at any time.

(c) No OHSC member shall lose pay or benefits for time spent on health and safety matters or OHSC meetings but no overtime will be paid for any time spent meeting outside working hours.

(d) Minutes shall be kept of all OHSC meetings. The Co-chairs shall approve a draft of the minutes, and these shall be distributed in a timely manner to all OHSC members, the Union office, the Manager of Human Resources and to each HRL location. The draft minutes shall be corrected and approved at the next regular meeting of the OHSC. The final version shall be signed by both Co-chairs. [Am. 2005]

**20.04 REPORTING:**

(a) It shall be the duty of all employees to immediately report any unsafe working conditions to their supervisor. When such a report is made, the supervisor and the employee shall attempt to arrive at a speedy resolution of the situation. Where the supervisor has not responded reasonably the employee may, in addition to exercising any other rights available to her/him 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 her/his OHSC duties. The OHSC shall receive copies of all accident reports and worker's compensation reports except for confidential medical information.

**20.05 RIGHT OF REFUSAL:**

(a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person. Once an employee has refused, the procedures if the *Occupational Health and Safety Act* shall apply.

(b) Where an employee refuses to work pursuant to a health and safety matter she/he shall immediately report the refusal to her/his supervisor and may request the presence of a Union representative.

**20.06 INJURY DURING WORKING HOURS:**

(a) An employee who is injured at work or becomes ill due to work during working hours and who is required to leave for treatment or who is sent home as a result of the injury shall receive pay for the remainder of the shift at her/his regular rate of pay or at a higher rate if she/he is working in a higher rated job, without deduction from sick leave.

(b) Transportation to the nearest physician, clinic or hospital for employees requiring medical care as a result of injury at work or illness due to work during working hours shall be at the expense of the Employer. The employee shall assign any payment for such expenses should they be paid by the Workers' Compensation Board.

**20.07 BUILDING AND MAINTENANCE MATERIALS AND SUPPLIES:**

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

**ARTICLE 21 - LABOUR/MANAGEMENT COMMITTEE**

**21.01 ESTABLISHMENT:**

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

**21.02 MEMBERS:**

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

**21.03 MEETINGS:**

(a) The LMC shall meet once a month and may meet more or less often by agreement. Minutes shall be kept of all LMC meetings and distributed to LMC members within one (1) month following the regularly scheduled meeting and copies shall be sent to the Secretary of the Union and to the Manager of Human Resources and shall be posted at each HRL location.

(b) LMC meetings shall be scheduled during normal working hours and no bargaining unit member shall lose pay or benefits for time spent at LMC meetings. However, no overtime will be paid for any time spent meeting outside working hours.

**21.04 JURISDICTION:**

(a) The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances.

(b) The LMC may make recommendations to the Union and to the Employer.

**21.05 PARTICIPATION:**

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

**ARTICLE 22 - EMPLOYEE DEVELOPMENT AND TRAINING**

**22.01 BENEFIT OF DEVELOPMENT AND TRAINING:**

(a) It is agreed that the establishment and maintenance of employee development and training programs are beneficial to both the Employer and the employee.

(b) The parties agree that employee development and training will be discussed at Labour/Management Committee meetings on a regular basis and recommendations made for employee development and training programs.

**22.02 TRAINING REQUESTED BY THE EMPLOYEE:**

(a) Employees may apply to the Employer to attend conferences, seminars, workshops or other training functions of a similar nature that are intended to improve or upgrade the employee's job skills. If an employee is authorized to attend, the employee shall suffer no loss of wages or benefits for any time during the employee's regular working hours. However, the Employer shall not be required to pay for hours outside regular working hours.

(b) Employees may apply to the Employer for costs related to training or courses relevant to employment with the Employer. The Employer may pay an appropriate portion of the costs, depending on the need for the course, the relevance to the position and available funds. For reimbursement of expenses approved by the Employer, the employee shall provide the Employer with an itemized list of expenses, with receipts where available.

(c) Where the Employer approves payment of all or a portion of tuition for any course of longer than one (1) week, the Employer may, prior to reimbursing the employee, require proof of successful completion of the course.

**22.03 TRAINING REQUIRED BY THE EMPLOYER:**

(a) If an employee is required, either directly by the Employer or because it is necessary to retain employment in the employee's job, to attend a training function, the employee shall suffer no loss of wages or benefits. Employees shall receive lieu time at straight time for every hour beyond their regularly scheduled hours in training or for traveling to training. Such lieu time may be taken as time off or pay in the manner described in Article 8.01(f) of this agreement.

(b) Notwithstanding Article 22.03(a), if the Employer requires an employee to travel to training or attend training on the employee's regular day off, the employee will receive seven (7) hours of regular pay or time off in lieu of pay at straight time.

(c) The Employer shall pay all costs associated with training and courses which the Employer requires an employee to take or which are required as a condition of continued employment in the employee's job. These costs include, but are not limited to, registration, tuition, books and materials, travel, housing and meals where those costs are incurred as a result of enrolling in the training or course.

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

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

(a) The Employer may grant a leave of absence for educational purposes relating to the employee's present or potential employment with the Employer or for education desired by the employee. Requests for such leaves of absence will be made in writing at least one (1) month before the requested leave is to begin setting forth the duration of the leave.

(b) Where the education leave requested is not related to the employee's present or potential employment with the Employer, the leave will be considered under Article 18.08.

(c) Employees may be required to enter into a written agreement with the Employer providing that time taken for training or education will be made up by the employee on an equivalent basis, outside regular working hours. Such an agreement shall be signed by the employee and Employer and a copy sent to the Union. Such contract shall be deemed not to be a private agreement in violation of Article 2.04 or Article 11.

(d) An employee who takes a leave of absence for educational purposes, with or without pay, shall return to her/his position, or if that position no longer exists, to a position consistent with her/his seniority unless during the leave the employee has been the successful applicant for a new position.

(e) An employee on a leave of absence for educational purposes without pay shall continue to accrue seniority for the first twelve (12) months of the leave after which the employee shall retain but not further accrue seniority.

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

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

**ARTICLE 23 - PERFORMANCE APPRAISALS AND ASSESSMENTS**

**23.01 ANNUAL PERFORMANCE APPRAISAL:**

(a) There shall be an annual performance appraisal, based on reasonable standards of evaluation, of the work performance of all employees which shall be completed on the form provided by the Employer.

(b) The employee and Employer shall exchange a written draft of the main issues to be raised at the performance appraisal at least forty-eight (48) hours in advance of meeting.

(c) Following the meeting with her/his supervisor regarding her/his performance appraisal, an employee shall be permitted at least three (3) working days in which to provide her/his comments in writing.

(d) After having reviewed the comments of the employee, the Employer shall provide the employee with a copy of her/his completed performance appraisal.

(e) The annual performance appraisal shall become part of the employee's personnel file and shall include the employee's comments, if any.

**23.02 PERFORMANCE APPRAISAL COMPLAINT:**

(a) An employee who disagrees with any part of the performance appraisal may file a complaint, in writing, with the manager of the supervisor or manager who completed the performance appraisal within fourteen (14) calendar days of receipt of the completed performance appraisal. At the request of either the Manager or the employee a meeting shall be convened to discuss the complaint. The manager shall then make a determination within seven (7) calendar days.

(b) If the employee is not satisfied with the Manager's decision pursuant to Article 23.02(a), she or he may file a complaint, in writing, with the CEO. At the request of either the CEO or the employee a meeting shall be convened to discuss the complaint with the CEO or her/his designate. The CEO shall then make a determination within fourteen (14) calendar days. The CEO's decision with respect to the performance appraisal shall be final and binding.

(c) The Employer may invite any appropriate persons to meetings held pursuant to Article 23.02(a) and (b). Employees may have the assistance of employee

representatives of the Union.

**23.03 WRITTEN ASSESSMENTS:**

(a) When any supervisor, management person or other employee is required or regularly expected to make written assessments of an employee, a true copy of the written assessment shall be given to the assessed employee in order that she/he may be aware of her/his records and also to give the employee an opportunity to object, comment or respond within thirty (30) calendar days, if she/he so wishes.

(b) Bargaining unit employees, other than those in supervisory positions, shall not normally be required to make regular written assessments of other employees but may be required, if requested, to assess employees they are training or who are under their supervision if the circumstances so warrant.

(c) Notwithstanding Article 23.03(b), bargaining unit employees in supervisory positions shall be required to make regular written assessments of employees under their supervision provided that in all cases, the provisions of Article 23.03(a) shall apply.

**ARTICLE 24 - JOB SHARING**

**24.01 JOB SHARE ARRANGEMENT:**

(a) Two employees who desire to job share a full-time position shall submit an application to the Employer, in writing, with a copy to the Union, setting out the job to be shared, the qualifications of each employee to do the job, the proposed work schedule and the proposed term of the arrangement.

(b) Where the Employer determines that it cannot accept a job-share application, it shall give its reason(s) in writing to the employees whose application has been denied. Where appropriate, the Employer shall permit employees to amend their application so as to address the Employer's concerns and the employees shall forthwith forward any such amendments to the Union.

(c) The method of sharing hours may be agreed by the employees and the Employer. The Employer may schedule and alter the actual hours of work for the position in accordance with Article 11.

(d) A job share arrangement will be for a maximum of two (2) years unless renewed by agreement of the employees involved, the Employer and the Union.

**24.02 TERMINATION OF JOB SHARE:**

(a) If the Employer or one of the employees wishes to terminate the job sharing arrangement, the affected employees will be given a minimum of sixty (60) calendar days' written notice. [Am. 2005]

(b) Notwithstanding Article 24.02(a), neither the Employer nor the employees shall terminate the job sharing arrangement at any time earlier than six (6) months from the commencement of the job sharing arrangement unless by mutual agreement of the Employer and the job sharing employees.

(c) Notwithstanding Article 24.02(b), if one of the participants permanently vacates the job sharing position, the job sharing arrangement shall end.

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

**24.03 SERVICE AND SENIORITY:**

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

**24.04 ENTITLEMENTS:**

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

**24.05 PENSION:**

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

**24.06 PREMIUM PAY:**

(a) For purposes of holiday pay, employees in job sharing arrangements shall be paid in the same manner as part-time employees.

(b) For purposes of extra work and overtime, the provisions for part-time employees shall apply.

**ARTICLE 25 - DEFERRED SALARY LEAVE PROGRAM**

**25.01 DSLP:**

(a) The Deferred Salary Leave Program (DSLP) will provide employees the opportunity of taking six (6) to twelve (12) months leave of absence and, through deferral of salary, financing that leave. [Am. 2005]

(b) The DSLP may only be amended by agreement, in writing, of the Union and the Employer.

**25.02 ELIGIBILITY:**

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

**25.03 AMOUNT OF DEFERRAL AND BENEFITS:**

(a) No employee shall defer less than five percent (5%) or more than thirty three and one-third percent (33 1/3%) of her/his regular, straight time salary.

(b) The Employee shall name an account into which the Employer shall deposit the funds. Once the funds are properly deposited, the Employer shall have no responsibility for them.

(c) During the period the employee's salary is deferred all deductions, including benefits, pensions and Union dues, shall continue to be based on the salary the employee would have been earning were she/he not deferring her/his salary and the employee and the Employer shall continue paying all such deductions, premiums and payments at the amount they would have paid if the employee's salary were not deferred. The foregoing shall be subject to all legislation, including the *Income Tax Act*, *Canada Pension Plan*, and the *Employment Insurance Act*, and with all group benefits plans and the pension plan in place at the time or as subsequently amended. In no case shall the Employer's contributions be greater than what its normal contributions would be over the deferral period if the employee were not deferring her/his salary.

**25.04 APPLICATION:**

(a) An employee wishing to take DSLP leave shall make written application at

least six (6) months prior to the pay date on which she/he wishes the salary deferral to commence setting out the pay date of the first deduction, the dates of the proposed leave and the percentage of salary to be deducted. The application shall be forwarded by the employee to the employee's supervisor and a copy shall be delivered to the Union.

(b) The Employer may accept or deny the application. The Employer shall forward its response, in writing, with reasons, to the applicant employee and the Union, within thirty (30) calendar days of receipt of the application.

(c) Provisions of the DSLP contract may be amended by agreement of the Employer and the employee and this may include an early termination of the contract during deferral or leave. There shall be no limit to the number of times an employee may apply for DSLP.

(d) Where two (2) or more employees make application and would be on leave during the same period, and such leave cannot be granted for all of those applying, consideration shall be given to the employee who applied first. Where two (2) or more employees submitted applications at the same time consideration shall be given to the employee(s) with the most seniority.

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

The member shall advise the Employer of the date on which she/he wishes to commence leave but may, at her/his option, postpone the leave to a later date or advance the leave to an earlier date provided the salary deferred is equal to the salary for the period of the leave requested, less the percentage deducted during the deferral period. The employee shall provide three (3) months notice of any alteration in the leave. [Am. 2005]

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

(a) Upon return from leave, the employee shall be placed in the same position she/he held prior to the leave unless, during the leave, the employee was the successful applicant for another position or was displaced or laid off in accordance with the provisions of this collective agreement.

(b) Payment for all benefits which the employee chooses to continue while on leave shall be the responsibility of the employee. If the employee chooses to pay all pension contributions, and subject to the provisions of the pension plan, this leave shall

be pensionable service.

**25.07 TRANSFERS AND PROMOTIONS:**

(a) It is agreed that if an employee transfers or is promoted to another job or to another division or department that employee's participation in the DSLP shall be reviewed and all reasonable efforts will be made to accommodate the employee's leave as planned. However, the leave cannot commence during the trial period in a new position.

(b) If, during the leave, the Employee is the successful applicant for a new position, the Employer may require the employee to end her/his leave in order to take the new position.

**ARTICLE 26 - GRIEVANCE AND ARBITRATION**

**26.01 PREAMBLE:**

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

**26.02 GRIEVANCE DEFINED:**

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

**26.03 PROCESS:**

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

**STEP 1:** In the event of a grievance concerning an individual employee or group of employees within a particular branch or department, prior to filing a written grievance, an employee or Union representative shall bring the dispute to the attention of the immediate supervisor.

**STEP 2:** A grievance concerning an individual employee or group of employees within a particular branch or department shall be submitted to the manager concerned within twenty-one (21) calendar days of the date of occurrence, cause thereof or knowledge thereof. The person to whom the grievance is submitted at Step 2 shall have fourteen (14) calendar days after the complaint is made to respond.

**STEP 3:** If resolution is not obtained at Step 2 or in the event of a grievance involving a group of employees in more than one branch or department or a Union grievance, the Union may refer the matter, in writing, to the CEO within a further period of fourteen (14) calendar days. At the request of either party a meeting shall be convened between the CEO, and up to two other management representatives and up to two (2) representatives of the Union, the Union's Business Agent and the employee to consider the grievance. The Employer shall respond, in writing, within fourteen (14) calendar days of receiving the submission in writing or, in the event of a meeting, seven (7) calendar days after

the end of the meeting, whichever is later.

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

**26.04 DISCHARGE AND SUSPENSION:**

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

**26.05 EMPLOYER GRIEVANCE:**

(a) A complaint by the Employer against the Union may be treated as a grievance and referred to arbitration in the same way and to the same extent as a grievance by an employee or the Union.

(b) In the case of an Employer complaint against the Union the matter shall be submitted as a grievance to the President of the Nova Scotia Union of Public and Private Employees, Local 14, in writing, with a copy to the Union's Business Agent, within twenty-one (21) calendar days of the occurrence, cause thereof or knowledge thereof.

(c) If resolution is not obtained within fourteen (14) calendar days the matter may, within a further twenty-one (21) calendar days, be submitted to arbitration in accordance with Article 26.07.

**26.06 PROPER PROCEDURE:**

(a) Grievances submitted on behalf of an employee, group of employees or the Union shall be signed by a member of the NSUPE Local 14 Executive or a Business Agent. Employer grievances shall be signed by the CEO or her/his designate. A grievance must cite the Article(s) giving rise to the dispute and the relief being sought.

(b) At every stage of the Grievance Procedure at which the Employer is required to reply in writing, the Employer shall send it to the Union's Business Agent or her/his designate. The Union shall send replies to the manager named in the Step and to the Manager of Human Resources. The parties agree that responses may be sent by electronic mail or facsimile transmission where such is available to both parties. [Am. 2005]

(c) "Knowledge thereof" in this Article 26 means the date on which the grievor(s) (employee(s), Union or Employer) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance.

**26.07 ARBITRATION:**

(a) The Union or Employer, when submitting a grievance to arbitration, shall name at least one (1) nominee to act as sole arbitrator or shall choose to have the matter heard by a three (3) person Arbitration Board and shall name a nominee to the Arbitration Board.

(b) Within fourteen (14) calendar days after receiving such notice the party receiving notice shall agree to one (1) of the other party's nominees for sole Arbitrator or name at least one (1) nominee to act as sole Arbitrator or shall name a nominee to a three (3) person Arbitration Board, and notify the other party, in writing.

(c) If the parties agree to a sole Arbitrator and either party fails to agree to or name a nominee, the other party may request that the Minister of Labour for Nova Scotia name a sole Arbitrator.

(d) If the parties agree to a three (3) person Arbitration Board, the Union nominee and the Employer nominee shall select a Chairperson of the Arbitration Board and if they are unable to agree upon a suitable Chairperson, either party may request the Minister of Labour for the Province Nova Scotia to appoint a Chairperson.

**26.08 POWERS OF ARBITRATION BOARD:**

(a) Any question submitted to arbitration shall be decided by the Arbitration Board or sole arbitrator and any such decision or award made shall be final and binding on the parties to this collective agreement subject to review by the Supreme Court of Nova Scotia as if the Board or sole arbitrator were statutorily constituted rather than consensually constituted.

(b) An Arbitration Board or sole arbitrator shall have the power and authority to interpret this collective agreement and make decisions and awards with regard to the matter submitted and to decrease, eliminate or otherwise modify penalties in regard to disciplinary or dismissal actions.

(c) An Arbitration Board or sole arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision

inconsistent with the provisions of this collective agreement. Should the parties disagree as to the meaning of the decision, the parties may agree to apply to the arbitrator to clarify the decision.

(d) An arbitrator has the power to waive any irregularity in the processing of a grievance, provided that such irregularity was reasonable in the circumstances.

**26.09 COSTS OF ARBITRATION:**

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

**26.10 CONCILIATION OR EXPEDITED ARBITRATION:**

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

**26.11 ACCESS TO OTHER LEGAL FORA:**

(a) This collective agreement shall not be interpreted as limiting employees' rights of access to legal fora other than arbitration. If a matter is not addressed in this collective agreement, the employee may file a claim or complaint in the Supreme Court of Nova Scotia, with the Labour Standards Board, the Human Rights Commission or any other similar body.

(b) Where matters addressed in this collective agreement also have a legislated forum for dispute resolution, employees who exercise their rights of access to the legislated forum shall lose their right to grieve.

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

**27.01 EFFECTIVE DATES:**

This collective agreement shall be effective from April 1, 2005 to March 31, 2008, inclusive. [Am. 2005]

**27.02 IMPLEMENTATION:**

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

**27.03 RETROACTIVITY:**

This collective agreement shall only be retroactive in respect of wages. Any person in the employ of the Employer as of April 1, 2005, is entitled to a retroactive payment for all hours paid on or after April 1, 2005, based on the rates set out in this collective agreement. Any employee who at the time of signing this collective agreement is no longer in the employ of the Employer shall be required to contact the Human Resources Department within thirty (30) days of the collective agreement being signed to claim her/his retroactive pay. [Am. 2005]

**27.04 AMENDMENTS TO COLLECTIVE AGREEMENT:**

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

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

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

**27.06 EXTENSION OF TERM:**

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

in a position to strike or lock out as determined by the *Trade Union Act*.

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

On this        day of August, 2005, in the presence of:

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

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

**Halifax Regional Library Board**

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CEO, HALIFAX REGIONAL  
LIBRARY

**APPENDIX "A" - SALARIES**

**A.01 SALARIES:**

	Step 1		Step 2		Step 3		Step 4		Step 5	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
<b>Clerk</b>										
April 1, 2005		8.26								
April 1, 2006 (3.25%)		8.53								
April 1, 2007 (3.25%)		8.81								
<b>Level 1</b>										
April 1, 2005 (3.25%)	21,457.91	11.74	22,207.51	12.16	22,985.55	12.58	23,789.99	13.02	24,622.87	13.48
April 1, 2006 (3.25%)	22,155.29	12.13	22,929.25	12.55	23,732.58	12.99	24,563.16	13.44	25,423.12	13.92
April 1, 2007 (3.25%)	22,875.34	12.52	23,674.45	12.96	24,503.88	13.41	25,361.46	13.88	26,249.37	14.37
<b>Level 2</b>										
April 1, 2005 (3.25%)	22,725.52	12.44	23,519.81	12.87	24,342.53	13.32	25,195.73	13.79	26,077.37	14.27
April 1, 2006 (3.25%)	23,464.10	12.84	24,284.21	13.29	25,133.66	13.76	26,014.59	14.24	26,924.88	14.74
April 1, 2007 (3.25%)	24,226.68	13.26	25,073.44	13.72	25,950.51	14.20	26,860.06	14.70	27,799.94	15.22
<b>Level 3</b>										
April 1, 2005 (3.25%)	24,214.55	13.25	25,061.66	13.72	25,939.23	14.20	26,847.27	14.69	27,785.79	15.21
April 1, 2006 (3.25%)	25,001.52	13.68	25,876.16	14.16	26,782.25	14.66	27,719.81	15.17	28,688.83	15.70
April 1, 2007 (3.25%)	25,814.07	14.13	26,717.13	14.62	27,652.68	15.14	28,620.70	15.67	29,621.22	16.21
<b>Level 4</b>										
April 1, 2005 (3.25%)	25,927.05	14.19	26,835.09	14.69	27,773.60	15.20	28,746.66	15.73	29,752.21	16.28
April 1, 2006 (3.25%)	26,769.67	14.65	27,707.23	15.17	28,676.24	15.70	29,680.92	16.25	30,719.16	16.81
April 1, 2007 (3.25%)	27,639.69	15.13	28,607.71	15.66	29,608.22	16.21	30,645.55	16.77	31,717.53	17.36
<b>Level 5</b>										
April 1, 2005 (3.25%)	27,865.02	15.25	28,840.10	15.79	29,849.72	16.34	30,893.88	16.91	31,974.58	17.50
April 1, 2006 (3.25%)	28,770.63	15.75	29,777.40	16.30	30,819.84	16.87	31,897.93	17.46	33,013.76	18.07
April 1, 2007 (3.25%)	29,705.68	16.26	30,745.17	16.83	31,821.48	17.42	32,934.61	18.03	34,086.71	18.66
<b>Level 6</b>										
April 1, 2005 (3.25%)	29,983.79	16.41	31,034.04	16.99	32,120.85	17.58	33,244.23	18.20	34,408.24	18.83
April 1, 2006 (3.25%)	30,958.26	16.94	32,042.64	17.54	33,164.78	18.15	34,324.67	18.79	35,526.51	19.45
April 1, 2007 (3.25%)	31,964.41	17.50	33,084.03	18.11	34,242.63	18.74	35,440.22	19.40	36,681.12	20.08
<b>Level 7</b>										
April 1, 2005 (3.25%)	32,707.94	17.90	33,851.63	18.53	35,035.94	19.18	36,262.92	19.85	37,532.55	20.54
April 1, 2006 (3.25%)	33,770.95	18.48	34,951.81	19.13	36,174.60	19.80	37,441.46	20.49	38,752.36	21.21
April 1, 2007 (3.25%)	34,868.50	19.09	36,087.74	19.75	37,350.28	20.44	38,658.31	21.16	40,011.81	21.90
<b>Level 8</b>										
April 1, 2005 (3.25%)	35,688.03	19.53	36,937.35	20.22	38,229.33	20.92	39,568.04	21.66	40,953.47	22.42
April 1, 2006 (3.25%)	36,847.89	20.17	38,137.81	20.87	39,471.79	21.60	40,854.00	22.36	42,284.46	23.14
April 1, 2007 (3.25%)	38,045.45	20.82	39,377.29	21.55	40,754.62	22.31	42,181.76	23.09	43,658.71	23.90
<b>Level 9</b>										
April 1, 2005 (3.25%)	39,115.04	21.41	40,484.21	22.16	41,902.14	22.93	43,368.83	23.74	44,886.31	24.57
April 1, 2006 (3.25%)	40,386.28	22.11	41,799.95	22.88	43,263.96	23.68	44,778.32	24.51	46,345.11	25.37
April 1, 2007 (3.25%)	41,698.84	22.82	43,158.45	23.62	44,670.04	24.45	46,233.61	25.31	47,851.33	26.19

**A.02 EMPLOYEES PAID AT HIGHER RATES:**

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

**A.03 LEVELS NOT LIMITING:**

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

**APPENDIX "B" - CLASSIFICATIONS AND JOB TITLES****B.01 CLASSIFICATIONS AND JOB TITLES:**

<b>CLASSIFICATION LEVEL</b>	<b>JOB TITLES</b>
--	Library Clerk
1	Library Assistant 1
2	Library Assistant 2 Technical Assistant 2 Maintenance Assistant 2
3	Library Assistant 3 Technical Assistant 3 Administrative Support 3
4	Library Assistant 4 Courier 4 Technical Assistant 4
5	Library Assistant 5 Mobile Library Driver 5 Technical Assistant 5
6	Library Assistant 6 Technical Assistant 6 Security Officer 6 Circulation Supervisor 6
7	Library Assistant 7 Sunday Supervisor 7 Graphic Designer 7 Communications Officer 7 Supervisor 7 Maintenance Supervisor 7 Finance Assistant 7 Teen Services Library Assistant 7 Human Resources Assistant 7 Youth Worker 7
8	Supervisor 8 Librarian 1 Systems Assistant 8

**9**

Supervisor 9  
Librarian 2

**APPENDIX "C" - DARTMOUTH RETIREMENT BENEFIT****C.01 DARTMOUTH RETIREMENT AWARD:**

The retirement benefit for employees eligible to receive such benefit pursuant to Article 18.09(d) shall be a lump-sum calculated on the date of retirement as follows:

- (1) Less than ten (10) years service – No retirement benefit;
- (2) Ten (10) years service – One per cent (1%) of present annual salary;
- (3) Eleven (11) years service – Two per cent (2%) of present annual salary;
- (4) Twelve (12) years service – Three per cent (3%) of present annual salary;
- (5) Thirteen (13) years service – Five per cent (5%) of present annual salary;
- (6) Fourteen (14) years service – Seven per cent (7%) of present annual salary;
- (7) Fifteen (15) years service – Nine per cent (9%) of present annual salary;
- (8) Sixteen (16) years service – Twelve per cent (12%) of present annual salary;
- (9) Seventeen (17) years service – Fifteen per cent (15%) of present annual salary;
- (10) Eighteen (18) years service – Eighteen per cent (18%) of present annual salary;
- (11) Nineteen (19) years service – Twenty-two per cent (22%) of present annual salary;
- (12) Twenty (20) years service – Twenty-six per cent (26%) of present annual salary;
- (13) Twenty-one (21) years service – Thirty per cent (30%) of present annual salary;
- (14) Twenty-two (22) years service – Thirty-five per cent (35%) of present annual salary;
- (15) Twenty-three (23) years service – Forty per cent (40%) of present annual salary;
- (16) Twenty-four (24) years service – Forty-five per cent (45%) of present annual salary;
- (17) Twenty-five (25) years service – Fifty per cent (50%) of present annual salary.