

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**Halifax Regional School Board**

**AND THE**

**Nova Scotia Government and General  
Employees Union**

**October 1, 2011- September 30, 2016**

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**Article 1 Preamble**

- 1.01 Both parties to this Collective Agreement recognize that:
- (a) the common objective of the Employer and its Employees is the rendering of the highest standard of administrative support services possible to the students of the Halifax Regional School Board within the bounds of the resources available;
  - (b) a relationship of goodwill, respect, co-operation, and dignity is essential between the Employer, the Employees, the students, the parents/guardians, all members of the educational community, and the public;
  - (c) the purpose of this Collective Agreement is to set out the terms and conditions of employment including the hours of work, rate of pay, benefits, and an amicable method of settling grievances regarding the same which may arise from time to time negotiated by the Employer and the Union for Employees in the bargaining unit;
  - (d) in recognition of the foregoing, the parties have agreed to the specific terms hereinafter contained.

**Article 2 Definitions**

- 2.01 For the purpose of this Agreement:
- (1) "Anniversary date" means one year or three hundred and sixty-five days later than the event in the earlier year.
  - \*(2) "Bargaining Unit" means the N.S.G.E.U. bargaining unit Local 53 as per Labour Relations Board Certification #4508 (Section 31, Interim 1) dated June 19, 1997.
  - (3) "Board" means the Halifax Regional School Board.
  - (4) "Classification" means SC3, SC4, or SC5.
  - (5) "Consult" means prior notification including discussion.
  - (6) "Day" means a working day unless otherwise specified.
  - (7) "Department" shall be identified as any of the following:
    - Each individual school (is its own Department);
    - Program (including Student Services site offices);

- School Administration;
  - Operations Services;
  - Board Services;
  - Human Resource Services;
  - Financial Services;
  - Payroll.
- (8) "Designate" means a person to whom a particular responsibility has been assigned.
- (9) "Employee" means a person employed by the Board and in the bargaining unit.
- (10) "Employer" means the Halifax Regional School Board and may be referred to as the "Employer".
- (11) "Full-time Employee" means an Employee who is regularly scheduled to work full-time hours in a permanent position.
- (12) "Job Description" means position descriptions and its related duties.
- (13) "Layoff" is defined as the interruption of the Employee's employment for any reason except cause or resignation but is subject to recall rights as per Article 23.
- (14) "Lieu time" means time off with pay for time worked. Lieu time can be accumulated in advance or be made up after the fact.
- (15) "Local" means Local 53 Nova Scotia Government and General Employees Union and may be referred to as the "local".
- (16) "Lockout and Strike" shall be defined in accordance with the definitions set out in the *Trade Union Act* of Nova Scotia.
- (17) A "new job classification" means a classification which was created after October 1, 2005 agreed upon as a bargaining unit position and classified by the parties to this Collective Agreement.
- (18) "A new position" means a position created after October 1, 2005, in existing classifications.
- (19) "Permanent Employee" is an Employee who is hired on a permanent basis.
- (20) "Probationary Employee" means a newly hired Employee serving a probationary period of six (6) months having such rights as defined in Article 6, Probationary Employee.

- (21) Regular "Part-time Employee" means one who is employed on a regularly scheduled basis but who works less than the hours scheduled for a full-time Employee.
- (22) "Secondment" means the Employee who is transferred from their original assignment to a special position in or outside of the bargaining unit. Secondment will be in writing and indicate a specific commencement and termination date.
- \*(23) "Seniority" means uninterrupted employment with the Board from the most recent date of hire in the bargaining unit, unless otherwise specifically provided for in this Collective Agreement.
- (24) "Split Shift" means a period of time during an Employee's work day which extends beyond one and one-half (1½) hours of unpaid time.
- (25) "Students" are defined as those Employees who are engaged in recognized work/study program at a school or university whose course of study requires or permits a student to participate in study-related work programs as an integral part of the degree or diploma requirements.
- (26) "Summer Students" are defined as those who have been in full-time attendance in school or university in the immediately preceding scholastic year or who are enrolled in the immediately following scholastic year and who were not engaged as replacements for members of the bargaining unit. The employment of summer students will be confined to the period between April 10 and September 10 in any one year.
- (27) "Technological change" means the introduction by the Employer, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of its business or a change in the manner in which the Employer carries on the business that is related to the introduction of that equipment or material which is likely to affect the classification or security of employment of an Employee(s).
- (28) "Term Employee" means an Employee, not including a permanent Employee, who is employed to fill a term position, and who is expected to be terminated upon the completion of the term position. The term Employee has no recall rights if terminated or laid off.
- (29) "Term Position" means a bargaining unit position with a start date and an end date, which will, or is anticipated to, exceed six months duration in a school year. A term position will end:
- (a) at the expiry of the term, or
  - (b) upon the return of the absent employee, or
  - (c) when the position is posted and filled permanently.

- (30) "Union" means the Nova Scotia Government and General Employees Union and may be referred to as the Union or NSGEU.
- (31) "Vacant position" means a bargaining unit position for which there is no Permanent Employee.
- (32) "Volunteer" is a person who provides a service to the Board who does not receive remuneration by the Board for the service(s) they provide.
- (33) "Working Day" means a day on which work is regularly scheduled and includes a day on which an Employee would ordinarily be working.
- 2.02 Unless any provisions of the Agreement otherwise specify, the plural includes the singular, and the masculine includes the feminine and vice versa as the context may require.

### **Article 3 Employer's Rights**

- 3.01 The Employer shall manage the operation of the Halifax Regional School Board, its services and programs, subject to the provisions of this Collective Agreement, including without limiting the generality of the foregoing, its right to determine:
- (a) employment;
  - (b) complement;
  - (c) work methods and procedures;
  - (d) kinds and locations of equipment;
  - (e) facilities and buildings;
  - (f) hours of work, scheduling, assignment, training, classification, and evaluation of Employees;
  - (g) organization;
  - (h) promotion, demotion, layoff and discharge of Employees;
  - (i) maintenance of order, discipline and efficiency.
- 3.02 The Employer has the right to make reasonable procedures to be observed by the Employees, and these procedures shall not be inconsistent with the terms or spirit of the Collective Agreement. The Employer agrees to administer the provisions of the Collective Agreement consistent with the spirit of the Collective Agreement.

**Article 4 No Discrimination**

- 4.01 Neither the Employer nor the Union nor any person acting on behalf of the Employer or the Union shall refuse to continue to employ any Employee or otherwise discriminate against any Employee on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, marital status, age, physical or mental disability unless the nature and extent of the physical or mental disability reasonably precludes performance of a particular employment or activity, family status, source of income, sexual orientation, political affiliation or activity.
- 4.02 The Employer and the Union shall make reasonable accommodation for Employees to ensure they are not discriminated against pursuant to this Article.
- 4.03 The Employer and the Union agree not to discriminate against Employees for reason of membership or activity in the Union.
- 4.04 It is understood and agreed that this article is subject to the provisions of the Nova Scotia Human Rights Act and any amendments made to the Act from time to time.

**Article 5 Recognition**

- \*5.01 The Employer recognizes the NSGEU as the exclusive bargaining agent for Board Employees who are covered by this Collective Agreement as described in Labour Relations Board Interim Order No. 4508 dated June 19, 1997.
- 5.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 5.03 The Employer will provide the new Employees with their classification and salary rate as part of the written confirmation of the Employee's initial employment with the Board.

The Local President will be notified in writing within fifteen days of all new Employees and their location upon being hired into the Bargaining Unit.

**Article 6 Probationary Employee**

- 6.01 The probationary period is an evaluation period and is used to determine an Employee's suitability for appointment to a permanent position.



- \*6.02 Except as otherwise provided in Article 6.03(h), there shall be one and only one probationary period.
- 6.03 Notwithstanding any other provision in this Collective Agreement, a newly hired Employee shall be on probation for a period of six (6) calendar months from the date of hire (Probationary Employee) and shall be subject to the following terms and conditions:
- (a) A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring and upon hiring shall be advised of the expected end date of their probationary period. Upon the completion of the probationary period, seniority shall be effective from the original date of continuous employment.
  - (b) Notwithstanding Article 6.03 (a) above, the probationary period may be extended for up to an additional three (3) months by mutual agreement between the Employer, the Union, and the Probationary Employee.
  - (c) A Probationary Employee shall be entitled to all the benefits and rights contained in this Collective Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Collective Agreement.
  - (d) A Probationary Employee shall be obliged to pay membership dues to the Union during any probationary period from the first day of hire.
  - (e) A Probationary Employee is entitled to be credited with sick leave at the same rate as any other Employee during the probationary period; but must repay all sick leave taken if the Probationary Employee does not successfully complete the probationary period.
  - (f) A Probationary Employee shall receive one written appraisal prior to the end of their probationary period, normally mid-way through their probationary period.
  - (g) A Probationary Employee who at any time during their probationary period is to be laid off will be evaluated prior to their lay off.
  - (h) If a Probationary Employee is recalled to any position except the position from which they are laid off, they must serve the complete probationary period as described in Article 6.03 (a).
- 6.04 The Local President or designate shall be present at a meeting with the Probationary Employee where the employment of a Probationary Employee is to be terminated. The reasons for such termination shall be given to the Probationary Employee in writing.

- 6.05 During the probationary period or extension thereto, if in the opinion of the Employer the Probationary Employee has not performed to the objective standards established by the Employer, the Probationary Employee may be dismissed.
- 6.06 A Probationary Employee shall be given ten (10) days notice of discharge or pay in lieu of the notice.

### **Article 7 Union Business**

- 7.01 The Employer shall continue the normal salaries of Employees when meeting with management in joint consultation to discuss grievances or up to (4) four Negotiating Committee members when attending bargaining sessions with the Employer.
- 7.02 The Employer agrees, upon the written request of the Union, if such request is reasonable, to provide the Union with information for the purposes of collective bargaining, complaint, or grievance investigation.
- 7.03 The Employer agrees to hire substitutes as operationally required when Employees are granted leaves for union business and the Employer is to be reimbursed by the Union.
- 7.04 On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer, to Employees who are selected:
- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
  - (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
  - (c) as delegates to attend NSGEU conventions and conventions of the Union's affiliated bodies including the National Union of Public and General Employees, Canadian Labour Congress, and the Nova Scotia Federation of Labour;
  - (d) as delegates to attend educational workshops, clinics, conferences, and conventions;
  - (e) as members of standing committees of the Union for the attendance at meetings of standing committees;

- (f) as members of the Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour;
  - (g) for such other union business as may be authorized by the Union.
- 7.05 The Employer will continue the salary of an Employee who is granted leave without pay in accordance with Article 7.04 and will bill the Union for the Employee's salary.
- 7.06 While on leave for union business pursuant to this Article, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and service and seniority shall be deemed to be continuous.
- 7.07 Union representatives shall, with the agreement of the Employer, have access to the workplace for the purpose of handling grievances, consulting with Local officers, including stewards and other Employees, in matters arising from the collective bargaining relationship between the parties. The agreement of the Employer will not be unreasonably withheld.
- 7.08 (a) The Employer acknowledges the right of the Union to appoint or otherwise select stewards. The Employer shall be provided with a list, in writing, of all local stewards and officers and their terms of office and shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Local with a list of supervisory personnel with whom the Union may be required to transact business;
- (b) A steward or their alternate shall obtain the permission of the immediate supervisor or their designate before leaving work to perform the duties as a steward, such permission shall not be unreasonably withheld;
- (c) The steward shall report back to the immediate supervisor before resuming the normal duties of their position after completing the duties as a steward; and,
- (d) Employees who are stewards shall not suffer any loss of pay or benefits as a result of time spent on their duties during regular working hours but there shall be no compensation to Employees who are stewards for time spent on their duties outside regular working hours.
- 7.09 The Employer will provide access to bulletin board space for the posting of union notices which shall be located so that Employees have access to them.
- 7.10 It is agreed that the Union and Employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Employer.

- 7.11 With the Employee's written authorization, the Employer agrees to release to the Local President or the Employee Relations Officer a copy of the Employee's personnel file.
- 7.12 Confirmation of authorization of leaves of absence for union business will be sent to the supervisor or principal, the Employee prior to the leave, and the Local President.
- 7.13 The Union may request from the Employer to use its premises for such things as union membership meetings and general membership meetings provided the meetings do not interfere with the normal operations of the Board.
- 7.14 The Employer shall permit reasonable union communications to be delivered throughout the School Board.

### **Article 8 Union Security and Activities**

- 8.01 The Employer agrees that it shall be a condition of employment that all Employees covered by this Collective Agreement shall become and remain members of the Union. The Employer agrees to copy the Union with new hire letters inclusive of current mailing address and copy the Union with correspondence deleting Employees from the seniority list.

#### **Check-Off of Union Dues**

- 8.02 The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees in the bargaining unit.
- 8.03 The Union will inform the Employer in writing of the deduction to be checked off in accordance with Article 8.02.
- 8.04 The Employer shall send the amounts deducted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made. An accompanying list will identify each Employee and the deductions made on their behalf.
- 8.05 The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.
- 8.06 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.

- 8.07 (a) The Employer agrees to acquaint newly hired Employees with the fact that a union agreement is in effect.
- (b) The Employer shall at time of hiring provide new Employees with copy of all pension and benefit information as provided by the Plan Administrator(s).
- (c) The Employer will provide an authorized Union representative with one-half (1/2) hour with pay during regular working hours to meet with new Employees to the bargaining unit for the purpose of acquainting the new bargaining unit member with the Union and the Collective Agreement. The meeting will be scheduled at a mutually agreed upon time within thirty (30) days of the Employee's first day of becoming a bargaining unit member.

### **Article 9 Contracting Out**

- 9.01 The Employer recognizes the importance of job security to members of the bargaining unit and their contribution to the educational system and, therefore, agrees that it will not contract out work if it will result in the dismissal, layoff or reduction in regular hours of bargaining unit members or if it will result in laid off members not being recalled. The Employer will provide the Union with notice prior to contracting out services and will discuss its reasons with the Union.

### **Article 10 Seniority**

- 10.01 Seniority and employment are broken by resignation or termination. If the Employee returns to the employ of the Board in any capacity, their previous seniority will not be restored.
- 10.02 Seniority and employment are not broken by an Employee drawing Workers' Compensation benefits, being on layoff, being on sick leave, or being on pregnancy, adoption or parental leave and any other leave of absence up to twenty-four (24) months.
- 10.03 The Employer shall, by November 30 of each year, update and post the seniority list and prepare a revised seniority list showing the name of the Employee, the hire date, employment status and the seniority of all Employees in the bargaining unit.

Any challenge to or revision of the posted list shall be made in writing within fifteen (15) days of the posting of the list. Challenges may only be made by Employees newly added to the list or Employees whose seniority has changed since the last signed list. After all challenges to

the list have been settled, the seniority list shall be considered approved when signed by the Union and Human Resource Services and such list shall be conclusive evidence of the seniority of Employees in the bargaining unit.

- \*10.04 Employees will be credited with seniority from the Employee's most recent date of hire into the bargaining unit with the Board.

Whenever two or more Employees have the same bargaining unit seniority, determination of seniority for layoff, recall, and job competitions for job postings will be calculated on regular hours worked. (Number of hours per year multiplied by the number of years of service). If a further determination of seniority is required, the names will be "drawn from a hat" in the presence of a Member of Human Resource Services, a Local Executive member and the Employee Relations Officer. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.

- 10.05 Non-bargaining unit Employees hired into bargaining unit positions will earn seniority from the date they become bargaining unit Employees.

- 10.06 The service of a Probationary Employee will be recognized in accordance with paragraph 6.03 (a).

- 10.07 Seniority of an Employee shall be lost and the Employee's name removed from the seniority list if the Employee accepts a position outside the bargaining unit for a period of longer than twenty-four (24) months.

- 10.08 Seniority of an Employee shall be lost, the Employee's name will be removed from the seniority list and the Employee will be deemed terminated for any of the following reasons:

- (a) is discharged for just cause and the discharge is not contested or the Employee is not reinstated by arbitration;
- (b) written resignation;
- (c) is not recalled within twenty-four (24) consecutive months after a lay-off; or
- (d) is absent from work in excess of two (2) working days without notifying the Employer. The employee may be reinstated if he/she establishes to the satisfaction of the Employer, that his/her absence arose from a cause beyond his/her control and it was not possible for the employee to notify the Department of the reason for his/her absence.

- 10.09 An Employee who resigns from employment with the Employer shall be entitled to withdraw her/his resignation, in writing, within two (2) of the Employee's working days of having submitted the resignation
- \*10.10 Term Employees will not have their employment with the Employer counted as seniority within the bargaining unit nor will their name(s) be placed on the seniority list. However, retroactive service and seniority from the most recent date of hire will be credited to a term employee who becomes a probationary/permanent employee without any break in employment.

### **Article 11 Hours of Work**

- 11.01 The regular work day is seven (7) hours per day (total 35 hours/week), Monday to Friday between the hours of 7:30 a.m. and 4:30 p.m. with no split shifts.
- (a) Employees shall be entitled to one (1) paid fifteen (15) minute break in each half of their work day.
  - (b) If operationally required, (e.g. if two schools are housed in one building and operating independently,) Employees may be required to work a seven (7) hour shift between 7:00 a.m. and 6:00 p.m., Monday to Friday.
- 11.02 (a) Employees who work less than the regular hours above may be assigned more hours in a manner consistent with 11.01. Such additional hours would not require the Employer to post the position.
- (b) If the Employee does not accept the additional hours, there will be a consultation among the Employer, the Union and the Employee to reach a solution, which could include, but not be limited to, a job sharing arrangement in accordance with Article 35, or the use of a substitute, or a lay off in accordance with Article 23.
  - (c) If the Employee chooses to accept a lay-off, the position with the additional hours will be posted and filled in accordance with Article 21.
- 11.03 Employees shall be entitled to an unpaid lunch break of at least one-half (1/2) hour and no more than one (1) hour to be taken as close to the middle of the day as possible. Employees shall be required to take a minimum of one-half (1/2) hour break close to the middle of the day, except as authorized by the Employer.
- 11.04 The Employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the Employer is satisfied that an adequate number of Employees in a unit have requested and wish to participate in such a schedule.

- \*11.05 Where Employees have indicated a desire to work a modified work week, the Employer shall authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. Where a modified work week has been authorized, the Employer will notify the Employee and the Union and such notice shall include the details of the approved modified work schedule.
- 11.06 The Employer agrees that there will not be any split shifts for any bargaining unit Employee except where mutually agreeable and to accommodate permanent part-time Employees working extra hours.
- 11.07 The Employer agrees to give all Employees as much notice as is reasonably possible, but at least a minimum of two (2) weeks notice prior to changing the Employee's regular hours of work for a period of two (2) weeks or longer.

Temporary changes in regular schedules for periods of less than two (2) weeks will be discussed with the affected Employee and if possible the Employee will make a reasonable effort to accommodate the request for the change.

- 11.08 Employees shall not suffer a loss of pay or benefits if their work place is temporarily closed because of an order by the Minister of Education or the Minister's representatives; or by an order by the School Board or its representatives; or by an order by another proper authority for reasons of health, security and/or safety including when their workplace is closed due to storms.
- \*11.09 Employees who work less than twelve (12) months shall not be required to work during the following times when the school system is closed:
- (a) March Break;
  - (b) Christmas Break; and
  - (c) July and August (lay off period).

Employees will be offered summer employment to a maximum of ten (10) days each year if requested by the Employer with five (5) days notice before the employee's last scheduled work day in June, except as mutually agreed by the Employer and the Union. The ten (10) days may be worked either directly after the school closes in June or immediately prior to the opening of the school in September, or a combination of both. All hours worked by the Employee will be considered to be hours worked for the Employer and therefore subject to regular deductions.

The Employee will earn straight time at their applicable rate of pay and will be paid the amount owing on their next pay. However, an Employee may choose to bank this time and use it as lieu time, at the straight time rate. The use of lieu



time must be approved by the Employee's immediate supervisor and must be taken at a time when no substitute is required. Employees must use the lieu time during the school year immediately following the summer in which the lieu time was banked. An Employee will be paid out for any outstanding banked lieu time if requested by the Employee by March 31. Lieu time not paid out in accordance with this article and not used by the end of the school year will be lost.

Employees who normally perform the work are expected to work pursuant to the Employer's request (after having received at least five (5) days notice of the availability of work). If the Employee cannot perform the work, the Employer can make other arrangements.

The Employer, whenever possible will offer summer work to laid-off and part-time Employees who have indicated they would like to work for the Employer during the summer lay-off period, first before offering the work to a non-bargaining unit Employee.

### **Article 12 Overtime**

- 12.01 Overtime shall be on a voluntary basis.
- 12.02 All overtime must be approved in advance by the appropriate supervisor.
- 12.03 (a) All time worked in excess of thirty-five (35) hours per week (including Saturdays and Sundays) shall be considered as overtime, and shall be compensated at the rate of one and one-half (1½) times the Employee's regular rate of pay or taken as time in lieu of pay.
- (b) If the Employee is required to work on the Saturday and Sunday of the same weekend, then the compensation for Sunday will be paid at the rate of two times (2x) their regular rate of pay.
- 12.04 By mutual agreement, an Employee may take time off in lieu of pay at the applicable rate of every hour worked, within twelve (12) months of the date the overtime was earned. If there was no mutual agreement, overtime will be paid out in the last pay of October.
- 12.05 If an Employee is required to work outside their regular scheduled daily hours and is called back for that purpose, they shall be paid a minimum of three (3) hours at the applicable overtime rate.
- 12.06 An Employee required to work overtime through a normal meal period will be reimbursed ten dollars (\$10.00).

- 12.07 The right of first refusal for overtime for completing their normal work will be given to the Employee who is normally assigned to do the work which requires the overtime.
- 12.08 A request for a ten (10) month Employee to work during July and August must be stipulated prior to the last day of school for that year, and with five (5) days notice before that last scheduled work day in June, except as mutually agreed by the Employer and the Union, and the Employee shall work additional hours to a maximum of seventy (70) hours at the straight rate. An Employee who works more than the requested hours will be paid at the applicable overtime rate of pay.

### **Article 13 Travel**

- 13.01 If Employees are required to travel as a requirement of their position (i.e. banking, post office, deliveries to schools, etc.) the Employer will pay mileage at the provincial government rate.
- 13.02 Employees shall not be required to transport students in their privately owned vehicle.
- 13.03 (a) Employees shall be reimbursed for parking, kilometres, and public transit when necessary, to carry out the requirement of their assignments and if required to attend meetings, seminars, workshops, etc. at locations other than their regularly assigned work location.
- (b) Employees who are assigned to work in more than one location each day as part of a single assignment will be paid travel between the two locations.
- 13.04 An Employee who is required to report back to work after having left, and outside regular scheduled hours, will be reimbursed for transportation to and from the workplace at the provincial government rate.

### **Article 14 Wages and Classification**

- 14.01 Rates of pay and classification of Employees shall be those outlined in Schedule A and shall be and form part of the Collective Agreement.
- 14.02 (a) The rate of pay of a person upon appointment shall be at least the minimum rate prescribed for the classification to which the Employee has been appointed.

- (b) An employee appointed to a position in a higher classification will be paid at the step on the higher classification wage scale that ensures a minimum five percent (5%) wage increase.
  - (c) An employee appointed to a permanent position in a lower classification will be paid at the step on the lower classification wage scale that is equal to their current wage or, if an equal step does not exist, the closest step that is less than their current wage, subject to Article 23.21.
- \*14.03 The payroll period shall consist of fourteen (14) consecutive days, beginning Sunday and concluding Saturday, two weeks hence. All Employees will have their pays deposited by automatic payroll deposits.
- 14.04 Employees will be advised of their earnings and deductions on, or before pay day clearly stating the rate of pay, overtime, holiday pay, vacation pay and have miscellaneous deductions fully explained.
- 14.05 The bi-weekly pay will be calculated by multiplying the bi-weekly regularly scheduled hours by the Employee's rate of pay.
- 14.06 The workday, for payroll purposes, shall consist of a twenty-four (24) hour period beginning at 12:00 a.m. for all Employees.
- 14.07 An Employee who works less than twelve (12) months shall at their request have their pay distributed over a ten, eleven, or twelve month period.
- 14.08 Progress through the wage increment steps provided for in Schedule A shall be automatic, so that an Employee shall receive the wage rate of the next higher step on their anniversary date. However, any period of unpaid time off work pursuant to Article 30.07 shall not be considered in determining progress through the wage increment steps.
- 14.09 Where an Employee is required by the Employer to perform work for a temporary period they shall receive payment of acting pay equivalent to their increment level at the higher classification.
- 14.10 Where an Employee is designated to perform the core duties of a higher classification, all overtime while in this temporary assignment shall be paid at the overtime rates for the higher classification.
- 14.11 It is agreed that, if new job classifications are established which are not covered by Schedule A or job classifications are substantially altered, the wage rates for such classifications will be negotiated between the Employer and the Union. The Employer may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted. These

negotiations shall be completed within a sixty (60) day period of the appointment to the position. If the parties are unable to agree, the matter shall be referred to arbitration as provided in Article 19 to establish the new rate of pay.

- 14.12 Where periodic adjustments to the pay periods occur, the Employer agrees to notify all Employees and NSGEU at least one month prior to this change.
- 14.13 When an Employee is granted an unpaid leave of absence for personal reasons, deductions for lost time will occur in the next pay period after the absence is reported unless arrangements are made by mutual agreement to extend the deductions period.
- 14.14 Where the Employer has deducted monies from the Employee(s) pay in error, the Employee and the local president will be notified of the adjustment to be made, who the adjustments will be made for, the amount and when it will be paid to the Employees. All adjustments to Employee's cheques will be clearly indicated on their pay statements.
- 14.15 Pay-back of overpayment or under deductions will be discussed with the Employee (and at the Employee's request, the Union) to arrive at an acceptable arrangement to reimburse the Employer. If the parties do not agree to an arrangement, adjustments for correction will be implemented by the Employer, at the first opportunity.
- 14.16 Employees who begin employment between pay periods will be paid on the next regularly scheduled payday and where time will not permit this, the following pay day will be applicable with adjustments.
- 14.17 Employees who leave the employment of the Employer will have all necessary adjustments made from their pay on the last regular pay paid to the Employee.

### **Article 15 Personnel File**

- 15.01 There shall be one official personnel file for each Employee to be used in decisions respecting the terms and conditions of employment of that Employee.
- 15.02 An Employee may make an appointment for a meeting with Human Resource Services with a minimum of twenty-four (24) hours notice to review their personnel file. Such appointment shall be during normal Board office hours. The Employee shall be entitled to make a copy of any information contained in their personnel file.
- 15.03 Records of any discipline shall be removed from the Employee's file if, within the thirty-six (36) months from the date the letter was written, there have been no further incidents of the same or similar nature.

- 15.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any documents from the Employee's file which they are not aware of at the time of disciplinary action.
- 15.05 Employees shall be permitted to insert in their personnel file any document relevant to their employment and letters of commendation and meritorious conduct.

### **Article 16 Discipline, Suspension and Discharge**

- 16.01 No Employee shall be disciplined, suspended or discharged, except for just cause.
- 16.02 It is recognized that the Employer has the right to discipline, suspend, or discharge. An Employee may request that they have a union representative present during the imposition of discipline, suspension or discharge and the Employer shall make every reasonable effort to accommodate this request.
- 16.03 An Employee shall be given as much notice as is reasonably possible of a disciplinary meeting and shall be advised of her/his right to have a representative of the union in attendance at such meeting. The Union will also be notified.
- 16.04 In the event that an Employee is disciplined, the Employee shall be notified in writing of the reasons for the imposition of discipline and the resulting decision.
- 16.05 Where it is determined, through the grievance process, that an Employee has been unjustly disciplined, suspended or discharged, the Board shall forthwith compensate the Employee for any amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement.
- 16.06 If following a full hearing on the merits of the grievance, the grievor is fully exonerated from any wrongdoing; all records held by the Employer dealing with such discipline, suspension or discharge will be removed from the personnel file and destroyed.

### **Article 17 Legal Assistance**

- 17.01 Where an Employee, as a result of acting lawfully in performance of his/her duties as an Employee is prosecuted or sued by a party other than Her Majesty or a party to this Collective Agreement, the Employer undertakes to defend him/her, provided that the Employee shall cooperate fully with the defence provided, and further provided that if the Employee retains his/her own legal

counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the Employee from having the full rights and benefits of this Collective Agreement including the right to grieve.

- 17.02 Permission to copy copyright and patent materials will be the sole responsibility of the Employer. Employees will not be held responsible for any infringement of copyright or patent for copying materials when instructed to do so by the Employer.
- 17.03 Where an Employee is charged with an offence resulting from the performance of their duties and is fully exonerated from all charges, the Employee will be reimbursed for reasonable costs for legal counsel.
- 17.04 The Employer shall maintain liability insurance to cover losses or damages that may result from the actions of the Bargaining Unit Employees. The insurance policy shall provide protection for each Employee, acting in the course of his/her duties, against personal liability arising out of an injury to any person for which the Employee may be held personally responsible. Nothing in this Article relieves Employees of responsibility for their own actions.
- 17.05 Employees will be expected to provide first aid assistance to the extent of their experience, training and abilities. First aid training shall be offered by the Employer and all costs associated with the training shall be borne by the Employer. All time spent at training sessions shall be considered as time worked.
- 17.06 No Employee shall be required to administer medications or perform medical/nursing procedures, e.g. diabetic testing, checking for head lice and/or body rashes.
- 17.07 Article 17.01 and 17.04 apply in all situations where Employees voluntarily administer medications in accordance with the Board's Administration of Medication and/or Medical Procedures to Students Policy.
- 17.08 An Employee who voluntarily administers medication or medical procedures will not be disciplined for non-culpable conduct.

### **Article 18 Harassment**

- 18.01 (a) The Employer and the Union agree to be bound by the Employer's harassment policies in place at the time this Collective Agreement is signed. An Employee shall be permitted to have Union representation at any step of an investigation conducted in accordance with the policies. If a harassment allegation is not dealt with to the Employee's satisfaction,

the Employee at any stage of the complaint shall have the right to grieve under this Collective Agreement.

- (b) The Employer and the Union recognize the right of Employees to work in an environment free from sexual, racial and personal harassment and to be treated with dignity and respect.
- (c) "Sexual harassment" is defined and described within the Employer's Sexual Harassment Policy in existence as of the date of signing of this Collective Agreement.
- (d) "Personal harassment" is defined as vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, and that objectively creates an intimidating, hostile or offensive working environment. Bullying, intimidation and violent acts are strictly prohibited. Personal harassment does not include giving directions, reprimanding Employees or correcting Employee behaviour.

18.02 Employees will not be required to do personal services which are not connected with the operation of the Employer.

### **Article 19 Grievance Resolution**

19.01 Where an Employee or the Union has a dispute with the Employer regarding the interpretation, application or alleged violation of this Collective Agreement, the dispute shall constitute a grievance.

19.02 At Steps 1, 2 and 3 of the formal grievance process, where the Employee has a meeting with the Employer concerning a grievance they shall be accompanied by a representative of the Union.

19.03 (a) Suspension and dismissal grievances shall be filed at Step 3 of the grievance procedure.

(b) General grievances brought by the Union pursuant to Article 19.01 shall be filed at Step 3 of the grievance procedure.

#### **Informal Step**

19.04 An Employee shall within ten (10) days of an occurrence which could become the matter of a grievance bring the incident to the attention of the immediate supervisor verbally. This meeting shall only include the supervisor and the Employee. The immediate supervisor shall respond verbally within ten (10) days of being so advised.

Step One

- 19.05 (a) If the informal grievance does not resolve the dispute, the Employee shall submit the grievance in writing to the immediate supervisor within ten (10) days of receiving the response from the immediate supervisor in accordance with Article 19.04, stating the event which gave rise to the grievance, the articles in the Collective Agreement which the Employee believes have been violated and the corrective action desired. The supervisor shall reply in writing to the grievor within ten (10) days.

Step Two

- (b) If the grievance is not resolved pursuant to Article 19.05 (a), the grievance shall be submitted in writing within ten (10) days of the response to the Director of the appropriate department or designate and there shall be a meeting with the Director or designate within ten (10) days to endeavour to resolve the grievance;
- (c) The Director of the appropriate department or designate shall reply in writing within ten (10) days from the date of the meeting pursuant to Article 19.05 (b);

Step Three

- (d) If the grievance is not settled pursuant to Article 19.05 (c) within ten (10) days, the Union shall inform the Employer, in writing, that it wishes to have the grievance proceed to the next step of the grievance procedure;
- (e) Within ten (10) days of the written request of the grievor to proceed to the next step of the grievance procedure, the Executive Director of Human Resource Services or his/her designate shall arrange a meeting to discuss the grievance. The Executive Director of Human Resource Services or his/her designate shall respond in writing within ten (10) days of the meeting;
- (f) If the grievance has not been settled to the satisfaction of the Union, within ten (10) days following the response by the Executive Director of Human Resource Services or his/her designate pursuant to Article 19.05(e), the Union shall, by notice in writing to the Executive Director of Human Resource Services, refer the matter to a board of arbitration.
- 19.06 Grievances shall be made by fax, certified mail or personally delivered to the other party.



- 19.07 Any step of the grievance procedure may be omitted by the mutual agreement in writing of both parties.
- 19.08 Any time limit fixed in both the grievance and arbitration may be extended by mutual agreement in writing, including by email, of both parties.
- 19.09 Requests to omit a step or extend the time limit shall be done within the appropriate step or time set out in this Collective Agreement.
- 19.10 (a) If the Employer fails to comply with the applicable steps and time limits, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure.
- (b) Failure of the grievor or the Union to proceed to the next step of the grievance procedure within the time limits contained in this Agreement shall be considered abandonment of the grievance.

#### Arbitration

- 19.11 (a) Upon receipt of the Union's written notice that it wishes to have a grievance proceed to arbitration, the parties shall endeavor to mutually agree to have a grievance submitted to a sole arbitrator;
- (b) The parties shall exchange names within ten (10) days of the date of reply in Step 3 of the Grievance Procedure; and
- (c) If the parties are unable to agree upon the choice of a sole arbitrator, the grievance shall be submitted to a Board of Arbitration as outlined in Article 19.12.
- 19.12 (a) The Union and the Board shall each name a nominee to the board of arbitration within ten (10) calendar days after failure of the parties to reach mutual agreement on a sole arbitrator. Each party shall notify the other of the name of its nominee;
- (b) The Union nominee and Employer nominee shall select a chairperson of the board of arbitration and shall notify the Union and the Employer, in writing, of their selection; and
- (c) If the Union nominee and the Employer nominee are unable to agree upon a suitable chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a chairperson.

- 19.13 Each party shall pay one-half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the board of arbitration.
- 19.14 The majority decision of a board of arbitration or the decision of a sole arbitrator shall be final and binding upon all parties, including the Board, the Union, and the grievor.
- 19.15 The Arbitrator or the Arbitration Board shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.
- 19.16 At any stage of the arbitration procedure, the parties may have access to the Employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the grievor accompanied by a Union representative, and/or Arbitrator(s) to have access to the Employer's premises to view the working conditions which may be relevant to the settlement of the grievance.

#### **Article 20 Joint Committee**

- 20.01 The Joint Committee ("JC") shall be established immediately upon the signing of this Collective Agreement, with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and the Employer. The JC shall consist of a maximum of four (4) representatives from each side including the appropriate Human Resources Services Manager and Local President as part of the Committee.
- 20.02 The JC shall meet in September, October, January, February, April and June. The meeting dates for the rest of the year will be established at the September meeting. The JC may schedule emergency meetings to deal with urgent matters.
- 20.03 The JC shall meet during scheduled normal working hours and no pay or benefits shall be lost by Employees engaged in this Committee.
- 20.04 The Committee shall keep minutes and distribute them to Committee members prior to the next meeting for the use of the Local and the Employer recognizing the fact that some issues must be dealt with confidentially. In this respect the committee will determine the extent of the discussions and the distribution of minutes to Employees outside the Committee.
- 20.05 The JC will discuss expected layoffs, reductions, redundancies, relocations, transfers, job sharing arrangements, externally funded positions, review or create forms and applications, develop guidelines for the use of volunteers, vacancies and possible available positions, re-organizational plans, technological changes,

proposed contracting out of work, possible action plans to deal with traumatic situations, systemic responses to workplace harassment etc. as necessary with the intention of identifying potential problems and making recommendations for dealing with the situations appropriately.

- 20.06 (a) The Union acknowledges that the Employer from time to time develops committees that require Union input. The Employer therefore will endeavour to give the Union advance notice of the requirement and the Union will endeavour to appoint or elect suitable members who would assist the committee.
- (b) Policies, procedures and changes which could have an effect on the working conditions of Employees shall be discussed by the JC whenever possible prior to implementation.

### **Article 21 Job Posting**

- 21.01 (a) Subject to Article 21.04, all vacancies within the Bargaining Unit, including promotions and new positions, will be filled in the following sequence:
- i. Permanent Employees
  - ii. Term Employees
  - iii. external applicants.
- (b) Notwithstanding 21.01 (a), Term Employees shall not be eligible to apply for vacancies until they have successfully completed at least six (6) months of a term position. The first six (6) months of a Term Employee's initial term position will be considered to be the probationary period outlined in Article 6.
- \* (c) Appointments will be made on the basis of qualifications as required for the position, competencies as set out in the job description and past performance evaluations.
- (d) In the event that, following consideration of the factors listed in this Article, two applicants are equal, the applicant with the greater seniority with the Board shall be awarded the position.
- (e) Where an appointment is made in accordance with this Article, the Employer shall, where requested by the Employee, give an unsuccessful applicant for a position the reasons why she/he was unsuccessful and advise what that person might do to improve job opportunities in the future.
- (f) Notwithstanding the foregoing the Employer, after consultation with the Union, may give preference to one (1) candidate during each year of this

Collective Agreement in furtherance of the Employer's Diversity Management policy.

- \* (g) The Employer will include the three (3) most senior qualified applicants in the interview process. Nothing herein shall preclude the Employer from interviewing other qualified applicants.
- 21.02 (a) (i) If a temporary vacancy will, or is anticipated to, exceed six (6) months duration in a school year, the temporary vacancy will be posted as a term position. The term position will be filled in accordance with this Article.
- (ii) Notwithstanding the above, if a temporary vacancy created by a leave of absence will exceed six (6) month's duration, has a definite start date and end date, commencing in one school year and ending in the following school year, the Employer will post it as a term position.
- (b) If a temporary vacancy exceeds six (6) months duration in a school year and has not been posted, the Employer and Union will meet to discuss whether the temporary vacancy will be posted as a term position for the remainder for the school year. If a temporary vacancy addressed in this sub-article still exists at the commencement of the following school year, it must be posted in accordance with 21.02. The term position will be filled in accordance with this Article.
- 21.03 (a) Vacancies in term positions which the Employer intends to fill shall be posted within fourteen (14) working days of the Employer's decision to post the vacant position. Such positions shall be posted within the Bargaining Unit first for a period of five (5) working days. Vacancies will be posted electronically.
- (b) Vacancies in permanent positions which the Employer intends to fill shall be posted within fourteen (14) working days of the Employer's decision to post the vacant position. If the successful applicant is a bargaining unit Employee, the Employee will commence the position on September 1 of the following year. If the permanent position is posted between September 1 and December 31, the successful applicant will commence the position on January 1. For the remainder of the year the vacant position will be dealt with in accordance with Article 21.02. Such positions shall be posted within the Bargaining Unit first for a period of five (5) working days. Vacancies will be posted electronically.

- (c) Notwithstanding 21.03(b), an Employee who is awarded a higher percentage permanent position or a permanent position in a higher classification may move to their new position during the school year.
- (d) Notwithstanding 21.03(b), a term Employee who is awarded a permanent position may move to the new position on completion of their current term position.
- (e) Any restrictions contained in this Article can be waived by the agreement of both parties.

21.04 Subject to the following, all Bargaining Unit Employees can compete for any posted position.

- (a) Permanent Employees may not apply for term positions posted subsequent to November 1 in a school year in the same or a lower classification.
- (b)
  - (i) Employees may only apply for other term positions that commence within two (2) months or less of the expected expiration of their current term position. An Employee who is successful in competing for another term position in accordance with this sub-article is required to complete their current term position before moving to the new term position.
  - (ii) A probationary term Employee pursuant to 21.01(b) may only move to a new position in accordance with 21.04(b)(i) upon the successful completion of their probationary period and only on the completion of their current term position.
- (c) However, an Employee seeking a higher percentage or higher classification term position may apply for that position at any time during the school year.
- (d) Any restrictions contained in this Article can be waived by the agreement of both parties.

21.05 The posting will contain a general description of the position, competencies as set out in the job description, qualifications as required for the position, rate of pay, hours of work, expected start date and end date if applicable.

21.06 Employees who wish to be considered for the position will be required to file an application on-line with Human Resource Services before the expiration of the five (5) working day posting period, clearly setting forth their qualifications for the position.

- 21.07 In filling vacancies, the position will be awarded to the successful applicant as soon as operationally possible. If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and to the Union.
- 21.08 If the qualifications for a job which has been posted are changed after the job has been posted and before it is filled, the job shall be posted again setting forth the revised qualifications before an appointment is made.
- 21.09 An Employee who is temporarily assigned to another position for which the rate of pay is lower shall retain their original rate of pay while in the temporary position.
- 21.10 Notwithstanding any other provision of this Article, the Employer may after consultation with the Employee and the Union, reassign the Employee from one position to another within the Employee's classification. The Employer will not transfer for any disciplinary reasons or solely at the request of the principal.
- 21.11 The Employer will consider Employee initiated exchanges of positions. The request will be made, in writing, to the Human Resource Services Department and copied to the Local President. Within thirty (30) days of receiving the details from the Employees the request will be discussed at the Joint Committee. Any application must bear the signatures of the Employees, must be within the same classification, and have the same number of hours and be recommended by the immediate supervisors.

The Employees will be given an answer to their request within two (2) days after the exchange was discussed at the Joint Committee.

Once the exchange commences the Employees will be expected to serve a trial period of thirty (30) days and if successfully completed the exchange will become permanent and the Employees and the Local President will be notified within two (2) days. If such trial period is unsuccessful, both Employees will return to their original assignments.

## **Article 22 Professional Development**

### **Educational Programs to Maintain Employment Status**

- 22.01 A leave of absence with pay shall be granted to an Employee for attendance at an approved educational program which is required for the Employee to obtain certification to maintain their employment status. The Employer shall also pay the full costs and expenses associated with this educational program.
- 22.02 While an Employee is on an approved educational leave the Employer shall maintain coverage for medical, extended health, group life and any other

Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

22.03 An Employee shall be entitled to return to their former position upon completion of educational leave pursuant to this Article.

#### Job Training

- 22.04 (a) Where the Employer introduces new technology and/or new work requirements to a position, the Employer will provide training for the new technology and/or new work requirement to employees currently working in that position/classification title.
- (b) Such training shall be held during working hours. Employees shall be paid at the Employee's straight rate of pay for all hours in attendance at such training during normal working hours and such time as the Employee is in attendance outside of the Employee's regular hours.
- (c) Employees shall be expected to attend such training.

#### Professional Development

- 22.05 (a) The Employer shall be responsible for designing ongoing professional development programs focused on the needs of the staff. It shall be the responsibility of the Employer to provide one (1) Professional Development day to all Employees, to be held on one of:
- (i) the annual provincial conference day;
  - (ii) the mid year assessment day;
  - (iii) any of the bus cluster days; or
  - (iv) the system professional development days.

Employees shall be expected to attend the professional development programs.

- (b) Notwithstanding paragraph 22.05(a), the Employer may provide equivalent professional development programming to employees in Financial Services, Board Services and Operations Services on alternate days. Employees shall be expected to attend the professional development programs.
- \*(c) A professional development committee made up of representatives of the Employer and the Union shall develop the professional development program on an annual basis. The Employer will allocate a maximum amount of four thousand five hundred dollars (\$4,500) per year to be spent on an approved professional development program.

**Article 23 - Layoff and Recall**

- 23.01 \*(a) When it is necessary to invoke staff reduction, it will be accomplished whenever possible by resignations and retirements.
- \*(b) Where possible, the Employer shall provide the Union a minimum of thirty (30) days' notice of any staff reduction in the bargaining unit.
- 23.02 For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations which is likely to affect the job security of Employees. The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on Employees and services. Such changes will be discussed at Joint Committee with as much notice as is reasonable in advance of the change.
- 23.03 The Employer shall notify Employees in writing at least thirty (30) calendar days in advance of the effective date of layoff, failing which the Employer shall pay the affected Employee in lieu of notice to the extent the notice had not been provided.
- 23.04 The number of layoffs selected shall be equivalent to the number of total reductions identified.
- 23.05 (a) Where staff reduction becomes necessary the employer will identify the classification and department where reduction is necessary, the most junior employee within that classification and department will be laid off first. A more senior Employee within that classification and Department may accept a voluntary layoff in place of the most junior Employee in that Classification and Department.
- (b) When existing Departments are being combined, with consultation with the Union, the Employees' positions in each classification in the Departments will all be combined by classification and the most junior Employee(s) from each combined list will be laid off by classification to bring about any necessary reduction in staff. A more senior Employee within that classification and Department may accept a voluntary layoff in place of the most junior Employee in that classification and Department.
- (c) If a position is to be transferred to another location and the job remains, the incumbent will follow the position without competition. Likewise, when Departments are scheduled for closure and administrative personnel are transferred to new locations with no 0 secretarial/clerical Employees will also be transferred. After the transfer has been completed, if reductions are required, the most junior employee within that classification and department will receive the layoff. A more senior Employee within that



classification and Department may accept a voluntary layoff in place of the most junior Employee in that classification and Department.

- (d) When an Employee's position is relocated, they shall be offered the position in the new location without competition. The Employee may decline the offer in which case they will be served with a layoff notice and be entitled to all rights within Article 23.

23.06 The Local President will be provided with a copy of all layoff notices and a current seniority list prior to the notices being given to the Employees.

23.07 Employees within each classification shall be laid off in reverse order of their seniority within their department and be recalled in the order of their seniority.

\*23.08 The employee in receipt of a layoff notice is entitled to the following options:

- to accept any vacant permanent position for which they are competent and qualified by training and experience
- to displace the least senior employee on the seniority list within their same classification and equivalent percentage
- to accept layoff.

\*23.09 Any displaced Employee will be entitled to the following options:

- to accept any vacant permanent for which they are competent and qualified by training and experience
- to displace an employee with less seniority within the same classification and a lesser percentage
- to accept layoff

23.10 An employee will have a maximum of two (2) working days to exercise their rights after receiving a lay-off notice or being displaced.

23.11 Notwithstanding any other provision in this Agreement, an Employee who has lost a percentage of their position may remain in that position at a reduced percentage. If the employer reinstates or increases the hours of the position, the incumbent employee may obtain that increased percentage without competition.

23.12 Notwithstanding any other provision in this Agreement, in the event that the Employer anticipates closure of a school, it shall meet with the Union as soon as practicable to discuss the fair and equitable treatment of affected Employees.

23.13 Employees who are negatively affected by the opening of a new school will be offered positions in the new school by seniority prior to the positions being available for recall or posting.

- 23.14 A laid off employee, with her/his consent, will continue to receive group life, group medical and group dental benefits while on layoff pursuant to Article 23.22. The employee shall be responsible for payment of the entire benefit cost.
- 23.15 Within thirty (30) calendar days of the effective date of layoff, employees may advise the Employer, in writing, that they wish to be considered for temporary, casual or grant positions that may become available. The assignment of any such temporary, casual or grant work is solely at the discretion of the Employer and the acceptance of such work shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply. During such periods of temporary, casual or grant work, the Employee shall remain on recall. Temporary, casual or grant work shall be paid at the effective rate for that work rather than at the bargaining unit rate.
- 23.16 Laid off employees will be given first opportunity for recall to vacant permanent positions for which they are competent and qualified by training and experience in the order of their seniority. Laid off employees shall be required to apply for positions in accordance with Article 21.06.
- 23.17 Subject to the terms of the collective agreement, all permanent Employees who work less than twelve (12) months shall, in September, return to the position they vacated at the end of the previous school year.
- 23.18 Employees are responsible for keeping the Employer informed of their current address, telephone number, facsimile number and e-mail address.
- 23.19 If a laid off Employee does not receive a position in accordance with Article 23.16, they may be recalled to acting positions. The acceptance of a term position shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply.
- 23.20 The assignment by the Employer of an Employee who has been laid off to a term position pursuant to Article 23.19 shall extend the twenty-four (24) month layoff period by the length of the term position.
- 23.21 If an Employee is assigned a vacant position which has a lower wage than that of the Employee's former classification, the wage of the Employee shall be red-circled for a period of twelve (12) months (e.g. If an employee moves from a 12-month SC4 position to a 10-month SC3 position, they will earn their SC4 rate for the period of 10 months that they are employed in the SC3 position, after which time they will begin to earn the SC3 rate).

If a position in the same classification that the employee originally held occurs within twenty-four (24) months of the original lay off notice, the Employee who accepted the position in the lower classification will be entitled to the vacancy.

- 23.22 If the layoff lasts for more than twenty-four (24) consecutive months, without recall, the layoff shall become termination of employment and recall rights shall lapse.
- 23.23 No new Employees shall be hired to fill vacant permanent or term positions until all Employees on layoff have first been given the opportunity to be recalled in accordance with Article 23.16 or 23.19.
- 23.24 If an Employee who has earned seniority rights is re-employed during their recall period pursuant to Article 23.16, all their rights and benefits as an Employee accumulated up to the date of their layoff will be reinstated.

#### **Article 24 Sick Leave**

- 24.01 Employees shall be granted sick leave in accordance with the provisions of this Collective Agreement.
- 24.02 Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury for which compensation is not payable under the Workers' Compensation Act.
- 24.03 An Employee is entitled to receive sick leave with pay provided they satisfy the Employer that they have an illness or injury and;
- (a) is unable to perform the normal duties of their position;
  - (b) is not able to perform alternate duties; and
  - (c) has the necessary sick leave credits.
- 24.04 (a) Employees will accumulate sick leave at the rate of twenty (20) days per year, to a maximum of one hundred and ninety-five (195) days. The Employer will continue to recognize the accumulated sick leave credits the Employee has upon the signing of this Collective Agreement and will permit Employees to continue to accumulate days to a maximum of one hundred and ninety-five (195) days. No sick leave days will be lost to the Employee due to changes in existing plans.

- (b) Notwithstanding (a) above, where an Employee uses more of their allotted sick leave in a year than they accrue based on the time worked in a year, the Employee shall repay the excess amount of sick leave used.
- 24.05 Notification of sick leave credits and the accumulated sick leave credits shall be given to each Employee in September of every year on their pay statements.
- 24.06 In all cases of injury or illness, an Employee shall notify their supervisor as soon as reasonably possible.
- 24.07 Pay for sick leave shall be an amount equal to the amount received for their normal working day.
- 24.08 Sick leave accumulation shall be reduced by the amount of sick leave taken after the allotment for the current year is first used. Likewise, unused sick days will be added to the current accumulation on July 1st of each year.
- \*24.09 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify their immediate supervisor when they will return to work. The Employee maybe required to present a medical certificate on the Employer's Request for Functional Information form if the period of sick leave is more than five (5) consecutive working days, or if there is a pattern of illness. When the Employer requests a certificate, the Employer shall pay the full cost associated with such certificate.
- The Employee shall have ten (10) working days to submit the requested certificate to the Employer.
- 24.10 If there is reason to believe an Employee is abusing sick leave, the Employer may request, at its discretion, an examination by a doctor of its choice to confirm the inability of the Employee to attend at work or to perform the duties of their job.
- 24.11 Sick leave benefits may be used for pregnancy-related illness(es).
- 24.12 It is agreed that the accumulated sick leave credits in existence for each of the Employees in the bargaining unit upon the date this Collective Agreement comes into effect, shall continue and shall be recognized as the accumulated sick leave.
- 24.13 A leave of absence due to illness shall be considered continuous service with the Board.
- 24.14 Where, pursuant to the Collective Agreement, an Employee is required to submit reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations or reports.

24.15 For the purposes of Article 24.12, employees of the former Dartmouth School Board will be deemed to have accumulated sick days at the rate of twenty (20) days per year of employment with the Board, commencing September 1988. That number of days, minus sick days actually taken by the employee, shall be recognized as the employee's accumulated sick leave as at the date of the signing of this Agreement. The number of days accumulated shall not exceed one hundred and ninety-five (195) days. The employee shall use their sick days in the following order:

- (a) the current twenty (20) days;
- (b) the accumulated days up to one hundred ninety-five (195);
- (c) the grandfathered accumulation.

### **Article 25 Benefit Plans**

25.01 Employees who meet the requirements of the plans as a condition of continued employment, shall participate in the Employer's pension plan, group insurance, medical and dental plans unless covered by a spousal plan for medical benefits.

\*25.02 The Employer agrees to cost-share sixty-five percent (65%) of the Plan. The Employer shall continue to pay sixty-five percent (65%) of the cost of the Extended Health Care Plan for those Employees on the LTD Plan for the period the Employee is on LTD.

25.03 The Employer's benefit and pension plans shall provide benefits which are essentially the same as, and in any event, no less favourable than, the benefits provided to Employees pursuant to their existing plans.

25.04 The Employer will not implement new plans or change existing plans without mutual agreement of the Union.

25.05 The Employer will provide information booklets to all new Employees and update all present Employees, when necessary, regarding the Insurance and Health Care Plan and Pension Plan.

25.06 As of October 30, 2000, Employees shall not accumulate any additional service to count toward their pre-retirement leave/cash gratuity. This Article applies to current permanent Employees who were employed prior to November 1, 1997:

#### **Former Halifax District School Board:**

- (a) who have ten (10) years of continuous service with the Board shall, upon retirement from the Board be entitled to a pre-retirement leave with pay,

computed on the basis of three (3) calendar days for each completed year of service from the date of employment with the Board, up to a maximum of three (3) calendar months.

- (b) All Employees entitled to the above stated pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement leave worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the Employee's pension and would be paid at the time of actual retirement.

Former Halifax County-Bedford District School Board:

who, upon resignation in good standing from the Board's employ shall be paid a cash gratuity of one (1) month for every forty (40) days of unused sick leave accumulated by the Employee as of October 30, 2000. The years of service required, together with the maximum number of unused accumulated sick leave which may be used in the calculation of the cash gratuity are:

<b>Years of Service</b>	<b>Sick Leave Required</b>	<b>Cash Gratuity (in months)</b>
2 and under 5 years	40 days	1 month
5 and under 10 years	80 days	2 months
10 and under 15 years	120 days	3 months
15 and under 20 years	150 days	4 months
20 and under 25 years	waived	5 months
25 years and over	waived	6 months

Former Dartmouth District School Board:

who, as of October 30, 2000, had ten (10) years of continuous service with the Board shall upon retirement from the Board be given the greater amount of their retirement benefit calculated on the basis of one half (1/2) of the value of unused sick leave as of December 31, 1989 (Employees who were grandfathered as of the Collective Agreement as of January 23, 1991) or a retirement benefit based on the following scale:

Length of Service	Benefit
10 to 12 years	1% of present annual salary for each year of service over 10; eg. 12 years =3%
13 to 15 years	2% of present annual salary for each year of service over 13; eg. 15 years = 6% + 3% = 9%
16 to 18 years	3% of present annual salary for each year of service over 16; 18 years = 9% + 6% + 3% = 18%
19 to 21 years	4% of present annual salary for each year of service over 19; eg. 21 years = 12% + 9% +6% + 3% = 30%
22 to 25 years	5% of present annual salary for each year of service over 22; eg. 25 years = 20% + 12% + 9% + 6% + 3% = 50%

25.07 Article 25.06 does not apply to Employees hired after November 1, 1997.

25.08 All Employees will participate in an Employee Assistance Program (EAP) offered by the Employer with no cost to the Employee.

25.09 (a) When an employee’s paid sick leave has expired, she/he may choose to continue enrolment in group benefit plans, subject to the rules of the benefit plans. After thirty (30) working days from the expiry of the employee’s paid sick leave, payment for all benefits shall be the sole responsibility of the employee unless:

- i) the employee has applied for Workers’ Compensation Benefits (WCB) or Long Term Disability (LTD) benefits; or
- ii) the employee has appealed denial of WCB or LTD benefits.

b) Notwithstanding the above, the employee will be required to pay for all group benefits costs after a period of one hundred and twenty (120) calendar days from the expiry of the employee’s paid sick leave, unless the employee is in receipt of WCB or LTD benefits.

c) If an employee later is awarded WCB or LTD benefits, the Employer will make contributions to the benefits plans and will reimburse the Employee for the benefits contributions for the interim period.

\*25.10 Where possible, Employees shall submit confirmation of retirement, in writing, including the date of retirement by May 1 of the school year in which they plan to retire. Failure to comply with the timeline stated above may result in the receipt of delayed pension funds and service award where applicable.

Where the Employer receives written confirmation of retirement after May 1, the Employer will make every reasonable effort to notify the third party

administrators so as to minimize any possible delay of receipt of pension funds and service award where applicable.

### **Article 26 Workers Compensation Coverage**

- 26.01 The Employer shall pay Workers Compensation premiums as required pursuant to the Worker's Compensation Act, so that Employees are insured for injury on duty.
- 26.02 The Employer shall continue to pay Employees, through the Employer's payroll system, all wages to which the Employee is entitled by the Worker's Compensation Board. The Employer shall make recovery only from the Worker's Compensation Board.
- 26.03 The Employer shall maintain the Employer's contributions to benefit and pension plans in which the Employee is a participant for the period of the Employee's absence from work as a result of the injury on duty.
- 26.04 If an Employee is injured on duty and applies for Workers' Compensation and is denied, the Employer will permit the Employee to use their sick leave including where the absence was for two (2) days or less.

### **Article 27 Occupational Health and Safety**

- 27.01 The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.
- 27.02 The Employer and the Employees, in collaboration, agree to be bound by the Occupational Health and Safety Policies of the Halifax Regional School Board.

### **Article 28 Vacation**

- 28.01 "Service" for the purpose of this Article, shall accumulate from the Employee's most recent date of hire with the Employer.
- 28.02 The vacation year shall be September 1st to August 31st. The Employee's anniversary date will be the date used to calculate the Employee's vacation entitlement.
- 28.03 All vacation entitlements for existing Employees as of the date of the signing of this Collective Agreement will be grand-fathered at current levels, where those levels exceed the amounts otherwise described in this Article.



28.04 Vacation entitlement for twelve (12) month employees:

- (a) Employees employed for less than four (4) years shall be entitled to vacation days as needed to cover the Christmas and March Breaks;
- (b) Employees employed for more than four (4) years but less than ten (10) years shall be entitled to fifteen (15) days vacation per year.
- (c) Employees employed for more than ten (10) years shall be entitled to twenty (20) vacation days per year.
- (d) Employees who are employed for more than fifteen (15) years will be entitled to twenty-five (25) vacation days per year.

28.05 Vacation entitlement for ten (10) month employees:

- (a) Ten (10) month employees are required to take vacation days as needed to cover the Christmas and March Breaks and this time shall be deducted from the employee's vacation entitlement.
- (b) Employees employed for less than four (4) years shall only be entitled to vacation days as needed to cover the Christmas and March Break.
- (c) Employees employed for more than four (4) years but less than ten (10) years shall be entitled to fifteen (15) days vacation per year.
- (d) Employees employed for more than ten (10) years shall be entitled to twenty (20) vacation days per year.
- (e)
  - (i) Notwithstanding the above ten (10) month Employees hired after the effective date of this agreement with less than nine (9) year's service shall only be entitled to take vacation days as needed to cover the Christmas and March Breaks. The remainder of their vacation entitlement in accordance with the above shall be paid out to the Employee on or before May 1 of each year.
  - (ii) In the ninth (9th) year of service, ten (10) month Employees hired after the effective date of this agreement shall be permitted to take up to a maximum of five (5) vacation days during the school year in addition to vacation days as needed to cover the Christmas and March Breaks subject to their vacation entitlement.

28.06 Subject to 28.05(e), no payout will be provided for unused vacation days, with the exception that ten (10) month employees can be paid out a maximum of five (5) days unused vacation on or before May 1st of each year. All twelve (12) month

employees will be expected to use their vacation days or their vacation days will be lost.

- 28.07 Employees shall be granted vacation entitlement equivalent to the number of hours they are normally scheduled to work.
- 28.08 Vacation shall be taken during the year allotted unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee's control from taking vacation in that year. If vacation cannot be taken in the subsequent year, the outstanding vacation days will be added to next year's allotment.
- 28.09 If an Employee is injured or becomes ill before the start of an Employee's vacation, the Employee may, at their option, postpone their vacation:
- (a) If an Employee becomes seriously ill or requires medical attention during a vacation period and the illness is for a period in excess of three (3) or more consecutive working days, the Employee shall be granted sick leave and their vacation credit restored to the extent of the sick leave; and
  - (b) In order to be entitled to the benefits of the provisions of Article 28.09 (a), the Employee must provide a medical certificate, satisfactory to the Employer from a legally qualified medical practitioner, to substantiate the seriousness of the illness claimed and have sufficient accumulated sick leave pursuant to Article 24 to cover the period of absence from work.
- 28.10 Employees who work in departments other than schools will indicate their preferred vacation on a list to be circulated by March 1 of each year, and by seniority choose their vacation. Vacation will be approved by March 30th. The Employer will not unreasonably deny an Employee their preferred vacation.
- Vacations may be taken throughout the year subject to the operational requirements of the Employer. The Employer reserves the right, in its sole discretion, to limit the number of Employees on vacation at any time. Subject to the foregoing, vacations shall be granted at each work location in accordance with seniority.
- 28.11 Employees shall be paid for vacation time at their regular rate of pay in effect at the time the vacation is taken. Adjustments to their pay will be made on the appropriate date and paid to the Employees as if they were at work.
- 28.12 If department offices (other than schools) are scheduled for "shut down" during the summer break, Employees will be notified by no later than April 1 of the current school year.

Employees will not lose wages or benefits if the employee has already taken their current year's vacation allotment. In this case, the Employer will provide alternate employment at the same or at a different location during the shut down.

### **Article 29 Holidays**

- 29.01 Employees shall be entitled to days off with pay on the following holidays:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) Victoria Day
  - (e) Canada Day (twelve (12) month Employees and any ten (10) month Employee who works the last week of June and the first week of July)
  - (f) First Monday in August (twelve (12) month Employees only)
  - (g) Labour Day
  - (h) Thanksgiving
  - (i) Remembrance Day
  - (j) Christmas Day
  - (k) Boxing Day
- 29.02 Holidays declared by the Minister of Education of the Province of Nova Scotia, or declared by the Federal, Provincial, and Municipal governments will also be considered as paid holidays for the purpose of this Collective Agreement.
- 29.03 The above holidays will be observed by Employees on the calendar day on which they fall, unless, by government proclamation, they are observed on another day. Holidays, which fall on a Saturday or Sunday will be observed on the immediately preceding or following regular school day on which the school is closed in observation of the holiday.
- 29.04 If a paid holiday falls during the Employee's scheduled vacation period, the Employee shall be credited with an additional vacation day.
- 29.05 Employee's required to work on any of the foregoing holidays shall, in addition to holiday pay equivalent to one day's pay at their normal straight time pay rate, receive pay at the rate of one and one-half (1 1/2) times for work performed.

If the Employee is required to work on a Holiday listed in Article 29.01 they shall be paid a minimum of three (3) hours at the applicable overtime rate.

**Article 30 Leaves of Absence**

30.01 For the purposes of this Article, "immediate family" is defined as spouse (including common law where the couple have lived together for at least one (1) year), parents, mother-in-law and father-in-law, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.

**Personal Leave/Family Care/Emergencies/Medical & Dental Appointments**

30.02 The Employer may, in its discretion, provide a personal leave for the following:

- \*(a) medical, dental or other appointments of the Employee or a member of the Employee's immediate family that cannot be reasonably scheduled outside of working hours;
- (b) to enable an Employee to care for a member of the Employee's immediate family who may be seriously ill;
- (c) to enable an Employee to attend their graduation, their children's and their spouses graduation;
- (d) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
- (e) to attend at the funeral of a deceased who is not a member of the immediate family of the Employee;
- (f) such other reason as the Board, in its discretion, may determine to be appropriate.

30.03 The Employee shall be entitled to not more than five (5) days personal leave with pay each year. When working conditions permit, Employees may receive up to an additional thirty (30) days personal leave without pay per year.

\*30.04 An employee shall be entitled to use up to a maximum of two (2) days each year from his/her personal leave credits to attend to a member of the employee's immediate family who is ill and the employee is required to provide them with personal care. For the purpose of this article 30.04, immediate family is defined as a mother, father, son, daughter, or other person who permanently resides with the Employee.

**Bereavement Leave**

30.05 When a death or deaths occur in the Employee's or spouse's immediate family, the Employee shall be entitled for each death to bereavement leave for five (5)

working days with pay for immediate family defined as: spouse (including common law where the couple have lived together for at least one (1) year), parents, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

#### Leave for Jury Duty

30.06 An Employee who serves as a juror or is called for jury duty shall be paid their regular pay, subject to the following conditions:

- (a) The Employee shall produce proof satisfactory to the School Board of attendance for and participation in jury duty;
- (b) The Employee will be granted a leave to attend jury duty, but upon dismissal will return to their place of employment, if one half of their regular day is still available to work; and
- (c) The Employee shall pay to the School Board all monies received for performance of his/her duties.

#### Extended Leaves

30.07 The Board, in its sole discretion, may provide an extended unpaid leave to an Employee for up to and including twelve (12) months. The Board, in its sole discretion, may provide a second consecutive extended unpaid leave to employee for up to and including twelve (12) months.

30.08 Upon return from an extended unpaid leave in accordance with this Article the Employee shall be guaranteed their position with the Employer. If their position has been eliminated in accordance with Article 23, placement shall be based on the following:

1. a comparable vacant position
2. placement to a mutually agreed upon position
3. should no acceptable vacant position be available in accordance with 1 and 2 above the employee will exercise their rights under Article 23.

30.09 An Employee granted a leave of absence of more than six (6) months shall give the Employer one (1) month's written notice of date of return.

30.10 Entitlement to pension, group insurance, and medical care benefits pursuant to Article 25 shall only continue after the first thirty (30) days of the absence without pay if the Employee pays to the Employer the full cost of such benefits, including

the Employer's share for the period of absence following the first thirty (30) days of absence. Continuation of medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan. Arrangements for payments shall be mutually agreeable to both parties.

### Pregnancy Leave

- 30.11 The Employer shall not terminate the employment of an Employee because of her pregnancy.
- 30.12 (a) A pregnancy leave of seventeen (17) weeks will be granted.
- (b) An Employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) The Employee will provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (g) The Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (h) An Employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 30 may be granted sick leave in accordance with the provisions of Article 24.

Parental Leave

- 30.13 (a) An Employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence of up to a maximum fifty-two (52) weeks upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice as required under Article 30.14 (a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave:
- (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - (ii) shall end not later than fifty-two (52) weeks after the pregnancy leave began subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.

Parental Leave for Spouse

- 30.14 The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children.
- (a) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
- (b) shall end not later than fifty-two (52) weeks after the parental leave began or after the child or children first arrive in the Employee's home.

Parental Leave for Adoptive Parents

- 30.15 An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave,
- (a) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and

- (b) shall end not later than fifty-two (52) weeks after the leave began.

### Resumption of Work

- 30.16 (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an Employee reports for work upon the expiration of the period referred to in Articles 30.13 and 30.14 the Employees shall resume work in the same positions they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave.
- (c) While an Employee is on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.
- (d) While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life, and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

### Supplementary Employment Benefits

- 30.17 (a) If an Employee on pregnancy or adoption leave provides the Employer proof of receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit for a maximum of seventeen (17) weeks.
- (b) The Board agrees to top Employment Insurance payments according to the following schedule. The first two (2) weeks shall be paid at the rate of seventy-five percent (75%) from the Board. The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three percent (93%).

### Paternity Leave

- 30.18 Where an Employee's spouse gives birth to a child, or a child is placed in the Employees home for adoption, the Employee shall be granted special leave with pay up to a maximum of three (3) days. This leave may be divided into three (3) separate days.



Compassionate Care Leave

- 30.19 (1) In this Article,
- (a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;
  - (b) "family member", in relation to an employee, means
    - (i) a spouse or common-law partner of the employee,
    - (ii) a child of the employee or a child of the employee's spouse or common-law partner, and
    - (iii) a parent of the employee or a spouse or common-law of the parent.
  - (c) "week" means the period between midnight on Saturday and midnight on the following Saturday.
- (2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from
- (a) the day the certificate is issued; or
  - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in subsection (2) may only be taken during the period
- (a) that begins with
    - (i) the first day of the week in which the certificate is issued, or
    - (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week;and
  - (b) that ends with the last day of the week in which either of the following occurs:
    - (i) the family member dies, or
    - (ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).
- (4) A leave of absence under this Article may only be taken in periods of not less than one week's duration.
- (5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

- (6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.
- (8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).
- (9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section.

### **Article 31 Validity**

- 31.01 If any article in this Collective Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Collective Agreement shall remain in full force and effect for the remainder of this term.
- 31.02 The Employer shall notify the Union of any conflicts which come to the attention of the Employer between this Collective Agreement and such laws, regulations, or rulings.
- 31.03 Any portion of this Collective Agreement that is so altered or invalidated shall, on the request of either party, be negotiated by the Employer and the Union and shall be replaced or altered as may be mutually agreed between the parties.

### **Article 32 Entire Agreement**

- 32.01 This Collective Agreement, including any changes mutually agreed upon in writing or any document expressly incorporated into this Collective Agreement by virtue of being specifically identified below, represents the entire Collective Agreement between the parties:

- (a) Schedules;
- (b) Appendices;
- (c) Letters of Understanding;
- (d) Memorandums of Agreement;
- (e) Letters of Intent.

### **Article 33 Leave of Absence for Full Time Union President**

33.01 The parties agree that the following shall apply;

- (a) An Employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.
- (b) An Employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term they are to serve up to a maximum of two (2) years.
- (c) Notwithstanding Article 33.01 (b), a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.
- (d) All benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (e) Notwithstanding Article 33.01 (b) and Article 33.01 (d), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (f) Upon expiration of their term of office, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.
- (g) Notwithstanding Article 33.01 (b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.

- (h) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence. The Employee will not earn vacation while on a leave of absence.
- (i) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums, and any other benefits made on behalf of the Employee during the period of leave.

### **Article 34 Volunteers**

- 34.01 The Employer and the Union agree that volunteers can assist with the work of Employees.
- 34.02 The Employee will be consulted prior to a volunteer being allowed to assist in functions normally performed by the Employee.
- 34.03 The Employee will be given an opportunity to provide input on the functions expected to be performed by the volunteer. The volunteer will be given reasonable instructions necessary to perform the functions.
- 34.04 An Employee will not unreasonably refuse the assistance of a volunteer.
- 34.05 An Employee will not be held responsible for the actions of volunteers or violations by volunteers of Board policy or the law.
- 34.06 Guidelines for use of volunteers will be developed and reviewed annually through the Joint Committee, and these guidelines will not conflict with the collective agreement.
- 34.07 The Union recognizes that the Employer may, as a result of community interest, use volunteers so long as such use does not result in displacement, lay off, down-grading or loss of regular hours or regularly scheduled overtime to members of the bargaining unit or in the reduction of the size or jurisdiction of the bargaining unit.

### **Article 35 Job Sharing**

- 35.01 The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.

- 35.02 Job sharing shall occur when requested by an incumbent Employee and approved by the Board. For the purposes of this Article “Incumbent” refers to the person who owns the position and “Partner” refers to the person who is sharing the Incumbent’s position. The position of partner in a job share will be a term position and will be filled in accordance with Article 21.
- 35.03 Those employed in a job sharing situation will be members of the bargaining unit and covered by the Collective Agreement.
- 35.04 The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.
- 35.05 Employees participating in job-sharing arrangements will be entitled to all rights and benefits of a permanent or term Employee as provided for in the Collective Agreement, unless otherwise restricted by this Article.
- 35.06 Both Employees must share the same job classification/title to carry out the full-time/part-time duties and responsibilities of the position to be job shared.
- 35.07 An Incumbent Employee wishing to job share their position:
- (a) has the responsibility of finding a job share partner willing to enter into the job-sharing arrangement or request the Employer to advertise for a job share partner;
  - (b) must receive approval in writing from their immediate supervisor; and
  - (c) will submit the appropriate application form to Human Resource Services by April 30th.
- \*35.08 A position will be job shared for a minimum of one (1) year. Any extension beyond the one year minimum period must be mutually acceptable to the Employees, the Employer, and the Union and approved annually. At the end of the job sharing period, the Incumbent and the Partner will resume the permanent position they held prior to entering into the job-sharing arrangement.
- \*35.09 An Employee's anniversary and/or service date for the purpose of earning an increment, increment in vacation entitlement, etc., will remain unchanged as if the Employee was working on a regular full-time/part-time basis.
- 35.10 For the purposes of the Collective Agreement, an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job-sharing arrangement. A day on which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside their scheduled hours of work will be compensated in accordance with

Article 12 with the Employee's bi- weekly rate being determined on the basis as if they were working the normal full-time hours.

35.11 The following benefits will be prorated in accordance with this Article:

Holidays

- (a) Each Employee will be entitled to the paid holidays provided for in accordance with Article 29 of this Collective Agreement.

General Illness

- (b) Each Employee shall be entitled the sick leave benefits provided for in accordance with Article 24 of this Collective Agreement.

Long Term Disability

- (c) During the job sharing period, Employer and Employee contributions to the LTD fund shall be based upon the normal salary the Employee is entitled to receive during the job-sharing period. For the purposes of determining an Employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the Employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the Employee's approved application, the amount of coverage will be based upon the normal full-time salary the Employee would be entitled to receive in the position they held prior to entering the job-sharing arrangement.

35.12 In the event one of the participants vacates the job-sharing position (eg. through termination of employment, appointment to another position or being placed on a leave under the LTD plan) the Employer will advertise for a replacement to fill the job-sharing arrangement. If no Employee is hired to fill the outstanding portion of the job sharing arrangement then the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

35.13 If either Incumbent, the Partner or the Employer wishes to terminate the job-sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days written notice shall be required.

35.14 If the two Employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two (2) year period provided for in this Collective Agreement, they shall give a minimum of sixty (60) calendar days written notice of such intent prior to the expiry of the original job-sharing arrangement.

- 35.15 The parties agree that, except for the cost of benefit provided for under this Article and/or the Collective Agreement, there will be no added cost to the Employer directly resulting from any job-sharing arrangement.
- 35.16 Employees who are on lay-off and who are eligible for a job-sharing partnership arrangement will be considered to have the following rights:
- be able to compete for any vacancy;
  - continue to be on recall and able to exercise their rights; and
  - be eligible for multiple job-share arrangements if compatible.
- However, laid-off Employees will not have their recall period extended during the period of time that they are “sharing a job”.
- 35.17 Permanent Employees who agree to a job-sharing arrangement (as a partner) will have their original position held for them for a maximum of two (2) years or extended by mutual agreement between the Employee, the Union and the Employer.
- 35.18 Permanent Employees who agree to a job-sharing arrangement and who are laid-off during any period of the job-sharing arrangement will be treated in accordance with Article 23.

### **Article 36 Training**

- 36.01 Nothing in this Article overrides the layoff and recall provisions as outlined in Article 23, Layoff and Recall.
- 36.02 Nothing in this Article is subject to the grievance procedure as outlined in Article 19, Grievance Resolution.
- 36.03 This training program will be reviewed by the Joint Committee on a yearly basis.

#### **Purpose**

- 36.04 The purpose of this Article is to provide permanent Employees with extra training and opportunities to work in positions other than their regular assignment. Such opportunities will provide the Employee with on the job training which may assist them in obtaining alternate positions through Article 21, Job Posting and provide an opportunity for the Employer to cross-train Employees.

Duration

36.05 Training opportunities will be made to permanent Employees by allowing them to take advantage of temporary vacancies caused by absences within the bargaining unit, the duration of which would be a minimum of ten (10) working days and a maximum of six (6) months. If a temporary vacancy exceeds six (6) months in duration, the temporary vacancy will be posted as a term position in accordance with Article 21.02 of this Collective Agreement.

Eligibility

36.06 Any permanent Employee is eligible to participate in the training program. Term Employees are not eligible to participate.

Application

36.07 Application must be made in writing by no later than June 30th of the school year prior to the year in which an Employee wishes to be considered for training opportunities. Employees must re-apply on a yearly basis.

Details

36.08 Employees are responsible for keeping the Employer informed of their current address, telephone number, facsimile number and e-mail address.

36.09 Training opportunities will be broken down into the following categories:

- (a) Elementary School Secretary;
- (b) Junior High School Secretary;
- (c) High School Secretary;
- (d) Administrative Secretaries and Receptionists; and
- (e) Payroll and Finance Clerks.

36.10 Opportunities will be offered on a rotational basis based on the seniority of the Employees enrolled in the training program.

36.11 Offers of temporary training assignments will be made to the Employee in writing and the Employee shall have one (1) day to either accept or decline the position. Such acceptance or denial must be received in writing.

36.12 It is noted that working in a training opportunity does not guarantee placement at that position if it is posted in accordance with Article 21, Job Posting.

36.13 Acceptance or denial of a training opportunity will not result in any additional cost to the Employer.



- 36.14 Employees will receive their regular rate of pay during the training period.
- 36.15 Employees who are working less than 100% and accept a 100% position under this program will be paid at their regular rate for their original hours and the non-contractual substitute rate of pay for any additional hours.
- 36.16 Employees with vacation requirements as outlined in Article 28.03 and 28.04 will continue to have to take this vacation time during their training period.

#### Withdrawal

- 36.17 An Employee may withdraw from the training program in unusual or extenuating circumstances, such as, but not limited to financial hardship, serious illness or disability, family death or serious illness or termination of employment. Such withdrawal must be made in writing.

### **Article 37 Employment Equity**

- 37.01 The Employer and Union recognize the diverse communities served by the Halifax Regional School Board. The work force, in its composition, should reflect the diversity of these communities. Such diversity should be encouraged at all stages of employment. To that end the parties agree as follows:
- 37.02 Both parties agree to develop and implement a comprehensive employment equity program designed to eliminate systemic discrimination and reduce the under-representation of employment equity candidates. The program shall conform to the requirements of the Nova Scotia Human Rights Act.
- 37.03 The Employer and Union jointly undertake, through consultation and negotiation, to seek to identify and remove any barriers that exist in employment areas for self-identified employment equity bargaining unit members.
- 37.04 Any training strategies and professional development for the Employees dealing with issues associated with diversity, equity and human rights will be jointly developed and implemented by the Employer and Union. Joint leadership of harassment sensitivity training is strongly encouraged.

### **Article 38 Deferred Leave Plan**

#### Purpose

- 38.01 The Prepaid Leave Plan is established to afford Employees the opportunity of taking a one (1) year or one-half (1/2) year leave of absence and to finance the leave through the deferral of salary. For greater clarity, one-half (1/2) year for a ten (10) month Employee will be five (5) months.

Terms of Reference

- 38.02 (a) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (b) A suitable replacement for the Employee on leave will be obtained where required, and the incumbent(s) filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.
- (c) Applications under this Plan will not be unreasonably denied and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (d) This plan is designed as a “prescribed” plan under the Income Tax, Act and Regulations.

Eligibility

38.03 Any permanent employee is eligible to participate in the Plan.

Application

- 38.04 (a) An employee must make an on-line application with Human Resource Services by April 30th in advance, requesting permission to participate in the Plan. The Employer may accept a shorter period of notice. Entry date into the Plan for deductions will commence at the beginning of the first bi-weekly pay period in September.
- (b) Written acceptance or denial of the request, with explanation, will be forwarded to the Employee by June 15th.

Leave

- 38.05 (a) The period of leave will be one (1) year, or one-half (1/2) of one year.
- (b) Twelve month employees must commence the leave of absence at a time agreeable to the Employer.
- (c) Ten month employees must commence a full year leave of absence at the beginning of a school year, and may commence a one-half year leave of absence at the beginning or mid-point of a school year.
- (d) On return from leave the Employee will be assigned to their same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.

- (e) After the leave, the Employee is required to return to regular employment with the Employer for a period that is not less than the period of the leave.

#### Payment Formula and Leave of Absence

38.06 The payment of salary and benefits and the timing of the period of leave shall be as follows:

- (a) During the deferral period of the Plan, preceding the period of leave, the employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be held in trust for the employee, at a financial institution as identified by the Employer, to finance the period of leave.
- (b) The deferred amounts will be treated as income in the year in which they are received. Income tax and CPP deductions will be based on the net pay during the deferral period. EI contributions will be based on the gross pay in the year it is earned. During the leave of absence, Income tax and CPP deductions will be based on the amount that is paid to the Employee. EI contributions will not be made during the period of the leave.
- (c) Interest will accrue to the Employee at the rates and times quoted by the financial institution at which the deferred funds are held. Interest earned will be paid to the Employee each year.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the Employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3 % of salary.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out above.
- (g) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be mended by mutual agreement between the Employee and Employer.

#### Benefits

- 38.07 (a) While the Employee is enrolled in the plan prior to the period of leave, any benefits related to salary level shall be structured according to the

salary the Employee would have received had they not been enrolled in the Plan.

- (b) The Employer will maintain an employee's benefits during their leave of absence; however, the Employee shall pay the premium costs of all such benefits during the leave.
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had they not been enrolled in the Plan.
- (d) The Employee shall pay both Employer and Employee pension contributions during the periods of leave.
- (e) The period of leave shall be a period of pensionable service and seniority.
- (f) Pension deductions shall be made on the salary the Employee would have received had they not entered the Plan or gone on leave.
- (g) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.
- (h) Seniority will continue to accumulate during a deferred leave.

#### Withdrawal

- 38.08 (a) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be in writing, detailing the reason(s) therefore, as soon as possible prior to the termination of the leave.
- (b) In the event of withdrawal the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
  - (c) An employee who is laid off during the deferral period will be required to withdraw from the Plan (excluding the normal lay off period for regular 10 and 11 month employees).
  - (d) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

**Article 39 Political Participation Leave**

- 39.01 An Employee who applies for and is granted a Political Participation Leave of Absence shall be deemed to be on an unpaid leave from the Halifax Regional School Board for the period of one term of office.
- 39.02 An Employee who is granted a Political Participation Leave shall not accrue seniority, vacation, or sick leave credits during their period of leave.
- 39.03 If the Employee withdraws as a candidate from the election, they shall be able to return to their position with the Board upon giving the Employer a minimum of two (2) weeks' notice of their intention to return.
- 39.04 If the Employee is not successful in the election, they will be eligible to return to their position at a mutually agreeable date or the Employee may request additional unpaid leave to a maximum of thirty (30) days following the date of the election.
- 39.05 Once it is determined the Employee is the successful candidate and has been sworn into their elected office, their position will be posted in accordance with Article 21.02 of this Collective Agreement.
- 39.06 During the period of leave, an Employee may continue their medical care and group insurance benefits (including LTD as per the Plan) and pension benefits provided the Employee pays the full cost of such benefits.
- 39.07 All benefits accrued to the beginning of the Political Participation Leave will be reinstated upon the Employee's return in accordance with this Article.
- 39.08 An Employee shall notify the Employer in writing at least ninety (90) days prior to the next election of their intentions to seek re-election or of their intent to return to their former position.
- 39.09 If an Employee is successful for a second term, such Employee will cease to be an Employee of the Board and will lose all rights associated with this Collective Agreement.

**Article 40 Duration**

- \*40.01 The term of this Agreement shall be from October 1, 2011 to September 30, 2016, and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.

40.02 This Collective Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.

\*40.03 Any notice or correspondence to be given by either party concerning this Agreement shall be considered sufficiently given if mailed (prepaid and certified), and delivered, delivered by courier, or sent by facsimile transmission addressed to the current address of either the Union or the Employer (as applicable) with a copy to the Employee Relations Officer assigned to the Local. The Parties agree to advise one another of any change in current address.

In witness whereof the parties hereto have executed this agreement this 18<sup>th</sup> day of September, 2013 at Dartmouth in the Halifax Regional Municipality, Nova Scotia.

Signed on behalf of the Nova Scotia  
Government and General Employees Union:

Signed on behalf of the Halifax  
Regional School Board:

Joan Jessome  
NSGEU President

Gin Yee  
Board Chair

Nicole McKim

Charelle M. Maillet

Lyn Smith

Tracy O’Kroneg

Donna Costard

K. Isley

Ann McCrate

S. Crooks

Wendy Forrest

R. MacLean

**\*SCHEDULE "A"**

**WAGE RATES**

SC3 – All School Based Secretaries, and Teacher Resource Centre Secretaries, Central Office Receptionists/Secretaries Print Room Technician and Mail Room Clerks	Oct 1/10 Rate	Oct 1/11 1.0%	Oct 1/12 1.0%	Oct 1/13 2.0%	Oct 1/14 2.5%	Oct 1/15 3.0%
Step 1	20.54	20.75	20.95	21.37	21.91	22.56
Step 2	21.04	21.25	21.46	21.89	22.44	23.11
Step 3	21.55	21.77	21.98	22.42	22.98	23.67
Step 4	22.02	22.24	22.46	22.91	23.48	24.19
Step 5	22.88	23.11	23.34	23.81	24.40	25.13

SC4 - Central Office Department Secretaries, Booking Clerks and Finance Clerks	Oct 1/10 Rate	Oct 1/11 1.0%	Oct 1/12 1.0%	Oct 1/13 2.0%	Oct 1/14 2.5%	Oct 1/15 3.0%
Step 1	20.79	21.00	21.21	21.63	22.17	22.84
Step 2	21.80	22.02	22.24	22.68	23.25	23.95
Step 3	22.88	23.11	23.34	23.81	24.40	25.13
Step 4	23.17	23.40	23.64	24.11	24.71	25.45
Step 5	24.18	24.42	24.67	25.16	25.79	26.56

SC5 - Payroll Clerks	Oct 1/10 Rate	Oct 1/11 1.0%	Oct 1/12 1.0%	Oct 1/13 2.0%	Oct 1/14 2.5%	Oct 1/15 3.0%
Step 1	22.88	23.11	23.34	23.81	24.40	25.13
Step 2	23.94	24.18	24.42	24.91	25.53	26.30
Step 3	24.99	25.24	25.49	26.00	26.65	27.45
Step 4	26.05	26.31	26.57	27.11	27.78	28.62
Step 5	27.11	27.38	27.65	28.21	28.91	29.78

SC6 – Facility Rentals Supervisor	Oct 1/11 1.0%	Oct 1/12 1.0%	Oct 1/13 2.0%	Oct 1/14 2.5%	Oct 1/15 3.0%
Step 1	23.00	23.23	23.69	24.28	25.01
Step 2	24.33	24.57	25.07	25.69	26.46
Step 3	25.66	25.92	26.44	27.10	27.91
Step 4	27.01	27.28	27.82	28.52	29.37
Step 5	28.34	28.62	29.20	29.93	30.82

**APPENDIX A****EXCLUSIONS LIST**

The following positions are not included in the Nova Scotia Government and General Employees Union bargaining unit:

Superintendent

Directors

Coordinators

Managers

Purchasing Manager

Regional Accounting Service Manager

System Manager (Research and Technology)

Payroll Supervisor

Communications Officer

General Counsel

Human Resource Services Generalists

Secretary to the Board

Executive Secretary to the Superintendent

Secretary to the Communications Officer

Secretary to the Coordinator of Race Relations, Cross Cultural Understanding  
and Human Rights

Legal Services Secretary

Legal Services Negotiations Assistant

Secretaries to Executive Directors

Secretaries to the Human Resource Services Department

Persons represented by another Bargaining Agent

Persons excluded from any other Bargaining Unit

Persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the  
*Trade Union Act* (effective February 1997).



**APPENDIX B**

**NSGEU Training Expression of Interest Form**

Name of Employee \_\_\_\_\_

Employee Number \_\_\_\_\_

Current Assignment (including location) \_\_\_\_\_

**Training Opportunities of Interest (please number from 1 to 5 in order of preference):**

*(Categories include Elementary School Secretary, Junior High School Secretary, High School Secretary, Administrative Staff and Payroll and Finance Clerks)*

Elementary School Secretary \_\_\_\_\_

Junior High School Secretary \_\_\_\_\_

High School Secretary \_\_\_\_\_

Administrative Staff \_\_\_\_\_

Payroll and Finance Clerks \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return to: Human Resource Services**

**\*APPENDIX C**  
**Deferred Application Form**

(from HRSB web site [www.hrsb.ns.ca](http://www.hrsb.ns.ca))

**\*Letter of Understanding re: Interview Training**

**Between**

**Halifax Regional School Board**

**and**

**Nova Scotia Government and General  
Employees Union**

This Letter is to confirm the understanding reached in bargaining between the parties as follows:

1. The Board will provide two half-day interview training sessions in the 2013-14 school year on Board-wide PD days.
2. The parties will then have further discussion to determine if training sessions are required in future school years, for the life of the collective agreement.

DATED this 18<sup>th</sup> day of September, 2013.

Joan Jessome  
NSGEU, Local 53

Gin Yee  
Halifax Regional School Board

**\*Letter of Understanding re: Severance Pay****Between****Halifax Regional School Board****and****Nova Scotia Government and General  
Employees Union**

This Letter is to confirm the understanding reached in bargaining between the parties as follows:

Subject to funding over and above regular funding being provided by the Provincial government for a severance program, the Employer agrees that the following replaces Article 23.08 and 23.09 of the Agreement:

23.08 The employee in receipt of a layoff notice is entitled to the following options:

- (a) to accept any vacant permanent position for which they are competent and qualified by training and experience;
- (b) where no such permanent vacancy is available pursuant to (a) above, to displace the least senior employee on the seniority list within their same classification and equivalent percentage;
- (c) where the options in (a) and (b) above are not available:
  - (i) to accept layoff and remain on recall in accordance with Article 23; or
  - (ii) to accept a severance payment pursuant to this Letter of Understanding.

23.09 Any displaced Employee will be entitled to the following options:

- (a) to accept any vacant permanent position for which they are competent and qualified by training and experience;
- (b) where no such permanent vacancy is available pursuant to (a) above, to displace an employee with less seniority within the same classification and a lesser percentage;
- (c) where the options in (a) and (b) are not available:
  - (i) to accept layoff and remain on recall in accordance with Article 23; or

(ii) to accept a severance payment pursuant to this Letter of Understanding.

An employee who accepts a severance package pursuant to 23.08 or 23.09 shall be paid a lump sum severance payment equal to two (2) weeks per year of service in the bargaining unit to a maximum payment of fifty-two (52) weeks. Where there is a partial year of service, the severance payment will be prorated on the basis of the number of months of service in that partial year.

To qualify for severance, the employee must have a minimum eight (8) years of consecutive service in the bargaining unit.

When an Employee accepts a severance payment and is subsequently hired into a position with the Employer the severance payment shall cease, or be repaid based on the date of hire where there was a lump sum payment. The Employer has no obligation to rehire an Employee who accepts a severance payment.

An Employee who accepts a severance payment shall not be entitled to participate in group benefits, long term disability, life insurance, AD&D or pension plans.

This Letter of Understanding is effective at the date of signing of this Agreement and shall not apply to Employees on recall at the date of signing.

This Letter of Understanding does not apply to employees laid off in June and automatically rehired in September.

DATED this 18<sup>th</sup> day of September, 2013.

Joan Jessome  
NSGEU, Local 53

Gin Yee  
Halifax Regional School Board

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