

**NOVA SCOTIA UNION  
OF PUBLIC AND PRIVATE EMPLOYEES  
(LOCAL 2)**

**and**

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**COLLECTIVE AGREEMENT**

**April 1, 2021 to March 31, 2024**

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**ARTICLE 1 – DEFINITIONS AND INTERPRETATION**

**1.01 DEFINITIONS**

- (a) "**Bargaining Unit**" - means the Nova Scotia Union of Public and Private Employees. [Am. 2019]
- (b) "**Education Entity**" or "**HRCE**" - means the Halifax Regional Centre for Education and its successors. [Am. 2019]
- (c) "**Education Entity's Premises**" or "**Employer's Premises**" or "**HRCE Premises**" - includes any property, structure or place which is owned, leased or rented by the Employer at which a member of the bargaining unit is working or is required to work. [Am. 2019]
- (d) "**Calendar Day**" - means a day, and includes a working day, a day of rest, a holiday, etc.
- (e) "**Casual Employee**" – means an employee, who is a member of the bargaining unit, hired to replace employee absences or vacancies of less than 60 days in duration at the Employer's discretion, with the rights and benefits as specified in Article 22. [New 2012, Am. 2019]
- (f) "**Classification**" - means the job position and its duties.
- (g) "**Collective Agreement**" - means this collective agreement and the Articles and Appendices contained herein and any properly made amendments, additions or alterations to it.
- (h) "**Day**" - means a calendar day.
- (i) "**Disability**", "**Illness**", "**Sickness**" and "**Injury**" - have identical meanings and are interchangeable unless otherwise specified and "Disabled", "Ill", "Sick" and "Injured" have corresponding meanings.
- (j) "**Discipline**" - includes documented oral warnings, written warnings, suspensions and dismissals for just cause.
- (k) "**Displaced**" - refers to an employee whose position has been declared redundant, in whole or in part, or who has been bumped by another employee.
- (l) "**Employee**" - means an employee of the Employer who is a member of the bargaining unit and the singular and plural shall refer to the other unless, in either case, it is inconsistent with the context. [Am. 2019]
- (m) "**Employer**" - means the Halifax Regional Centre for Education and its successors and is otherwise referred to as "HRCE" and the "Education Entity". [Am. 2019]



**1.01**

- (n) **"Family of Schools"** - means a high school and its feeder schools as explained to the Union by the Director of Operations Services annually no later than September 1.[New 2005]
- (o) **"Full Time Employee"** - means an employee who regularly works the full time hours set out in the Collective agreement.
- (p) **"Lack of Work"** - means an absence of work to be done for the Employer and not, for example, because the Employer has contracted out the work.
- (q) **"Layoff"** - means the time an employee is not working because the employee has been displaced because of lack of work and is not being paid by the employer. [Am. 2019]
- (r) **"Month"** - means a calendar month.
- (s) **"Part Time Employee"** - is an employee who regularly works less than the full time hours set out in the collective agreement.
- (t) **"Parties"** - means the signatories to this collective agreement, i.e. the Union and the Employer.
- (u) **"Permanent Employee"** - is an employee who is hired on a permanent basis.
- (v) **"Predecessor Employer"** - means the Dartmouth District School Board, the Halifax County – Bedford District School Board, the Halifax District School Board, the Halifax Regional School Board, and their predecessors. [Am. 2019]
- (w) **"Service"** - means service in the employ of the Employer which is unbroken by termination of employment, which shall be deemed to include all uninterrupted service in the employ of a predecessor Employer in accordance with the *Trade Union Act*, and all uninterrupted service in the employ of another Employer for which this collective agreement permits the employee to carry over seniority and movement from one of these Employers to the other shall be deemed to be uninterrupted service, and includes time spent on pregnancy leave, parental leave, paid leave of any kind, time waiting to be eligible for Long Term Disability benefits provided the employee is accepted for benefits, time in receipt of Long Term Disability benefits, time on Union Leave, any period of suspension, with or without pay and any other time specifically provided for elsewhere in this collective agreement, but does not include time spent as term employee in a term position unless and until the term employee becomes a permanent employee. [Am. 2005, 2019]
- (x) **"Term Employee"** - means an employee, other than a permanent employee, who is hired to work in a term position. Term employees are members of the bargaining unit with all the rights and benefits of this collective agreement except as restricted in Article 21. [New 2005/Am.2008]

### 1.01

(y) **"Term Position"** - means a position-which is vacant or which is anticipated to be vacant in excess of sixty (60) working days and which will end as a result of an employee on leave returning to the position or when the position is declared vacant by operation of the collective agreement. A permanent employee who fills a term position is entitled to all the rights and benefits of this collective agreement. [New 2005, Am. 2019]

(z) **"Uninterrupted date of hire"** and **"longest period of employment"** – with respect to Casual Employees and Term Employees means the date on which the employee was first hired to work in a bargaining unit position and has not had employment terminated through resignation, dismissal, or inactivity that exceeds ninety (90) calendar days since that date. [New 2023]

(aa) **"Union"** - means the Nova Scotia Union of Public and Private Employees and its successors and may be referred to as "N.S.U.P.E." or "NSUPE". [Am. 2019]

(bb) **"Vacancy"** - means the absence of an employee in a position, which includes having no incumbent for the position and when the incumbent is on leave from the position, including sick leave.

(cc) **"Working Day"** - means a day on which an employee is regularly scheduled to work and includes a day on which an employee would normally have been scheduled for work but is excused from work, etc.

(dd) **"Year"** - means a calendar year unless specifically modified to mean otherwise (e.g. fiscal year).

### 1.02 CONVERSION OF HOURS

(a) In this collective agreement, a working day means eight (8) working hours and a working week means forty (40) working hours. Where other schedules are implemented in accordance with this collective agreement, the determination of an employee's vacation entitlement, sick leave, etc., shall be calculated by converting any reference to a work day or work week to work hours as the context requires. [Am. 2019]

(b) In this collective agreement, any periods of time set out as a period of working days normally refers to week days (Monday to Friday) and do not include a Saturday, a Sunday or the holidays set out in Article 12.01. However, where schedules are implemented in accordance with this collective agreement and the context requires that the period of time set out as a period of working days is referring to an individual employee's working days, the period of time shall be determined in accordance to the working days of that individual employee. [Am. 2019]

### 1.03 TITLES NO AID TO INTERPRETATION

The titles to the articles and provisions of this collective agreement are for convenience only and are not intended to be used as an aid to interpretation of any of the provisions of this collective agreement.

**1.04 COMPLIANCE WITH LAWS AND NOTICE**

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

**1.05 AGREEMENT NOT INVALID**

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

## **ARTICLE 2 – RECOGNITION**

### **2.01 RECOGNITION OF EMPLOYER**

(a) The Union recognizes the right of the Employer to establish and direct the work force including the right to hire, promote, transfer, lay off, demote, suspend or otherwise discipline or discharge an employee for just cause, all subject to and consistent with the provisions of this collective agreement and to the right of any employee concerned to lodge a grievance in the manner and to the extent provided in this collective agreement.

(b) The Union recognizes the right of the Employer to operate and manage its business in accordance with its obligations and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this collective agreement. The Employer shall take reasonable steps to make employees aware of workplace rules, policies and procedures and any modifications to such rules, policies and procedures.

(c) It is agreed that the foregoing enumerations shall not be deemed to exclude other functions of management not otherwise enumerated.

(d) All rights reserved to the Employer are subject to the provisions of this collective agreement and shall be exercised in a manner consistent with the provisions of this collective agreement.

(e) The functions of management will not be exercised in a manner that is unreasonable [Am. 2012]

### **2.02 RECOGNITION OF UNION**

The Employer recognizes the Nova Scotia Union of Public and Private Employees as the sole and exclusive collective bargaining agent for a bargaining unit as described in Labour Relations Board (Nova Scotia) Interim Order No. 4508, dated June 19, 1997, and as amended in Labour Relations Board (Nova Scotia) Order dated September 17, 2009 and effective August 1, 2010, consisting of all full time, regular part time, term and casual custodial, maintenance and repair employees of the Halifax Regional School Board, employees who are on layoff pursuant to this collective agreement and other positions and employees added from time to time by the agreement of the parties or by decision of the Labour Relations Board (Nova Scotia). [Am. 2005, 2012, 2019]

## **2.03 TEMPORARY POSITIONS OUTSIDE THE BARGAINING UNIT**

(a) An employee temporarily promoted or transferred to a position beyond the scope of this collective agreement shall for the first one hundred and twenty (120) calendar days of such promotion or transfer: [Am. 2005]

- (1) retain and accumulate seniority; and
- (2) continue to pay all Union deductions; and
- (3) be entitled to, in accordance with the collective agreement, grieve any discipline; apply for bargaining unit positions; participate in group benefit plans; accrue and receive vacation and sick leave; and suffer no loss of previously accrued entitlements; and
- (4) receive the employee's regular rate of pay pursuant to this collective agreement, or a higher rate of pay as mutually agreed between the employee and the Employer. [Am. 2019]

(b) A bargaining unit employee shall lose all seniority and collective agreement rights if temporarily assigned or posted to a management position for more than one hundred and twenty (120) calendar days in any twelve (12) month period. [New 2008, Am. 2019]

(c) No employee shall be placed in a non-bargaining unit position without the employee's consent. [Am. 2019]

(d) The Employer shall promptly give the Union written notice of such promotion or transfer including the expected duration of the promotion or transfer.

(e) A bargaining unit member acting in a non-bargaining unit position shall not be entitled to work bargaining unit overtime work until after returning to the employee's regular bargaining unit position. [New 2005, Am. 2019]

## **2.04 NO PRIVATE AGREEMENTS**

No employee shall be required or permitted to make any written or oral agreement with the Employer or any of its representatives which may conflict with the terms of the collective agreement.

## **2.05 NO STRIKE OR LOCK OUT**

The Employer will not cause or direct any lock out of members of the bargaining unit and the Union will not cause or direct a strike of members of the bargaining unit during the term of this collective agreement.

**ARTICLE 3 - UNION REPRESENTATION**

**3.01 MEMBERSHIP AND CHECK-OFF**

(a) All employees covered by this collective agreement shall, as a condition of employment and continued employment, join and maintain membership in the Union and by accepting employment shall irrevocably authorize the Employer to deduct and forward to the Union, all initiation fees, dues, assessments and other amounts required to be paid by the Union. [Am. 2019]

(b) Deductions shall commence with the employee's first pay unless specifically exempted in this collective agreement or with written permission of the Union.

**3.02 DEDUCTIONS MADE BY EMPLOYER**

The Employer shall make the deductions set out in Article 3.01 from each pay of each employee and shall transmit them to the account of the Union by direct deposit within a reasonable time after deduction. A statement of the deposit shall, at the same time, be sent to the Union and shall be accompanied by a list of the employees from whom deductions have been made.

**3.03 INFORMATION ON BARGAINING UNIT MEMBER**

(a) The Employer shall provide the list of employees provided pursuant to Article 3.02 on a monthly basis. The list will include the position, title, department, division, work location, hourly wage, scheduled hours of work, whether the employee is casual, term or permanent, home address and telephone number of the employee. The Employer, at the request of the Union, may provide other information that the Employer deems appropriate. The Employer shall provide this information on newly hired employees within thirty (30) calendar days of hiring, without request from the Union. [Am. 2005, 2019, 2023]

(b) The Employer shall inform the Union of any change in an employee's status, including change in pay, regular hours per pay period, classification, sick leave exceeding ten (10) consecutive working days, leave on workers' compensation benefits, unpaid leave, resignation, layoff, return from unpaid or long-term leave, dismissal or retirement as soon as possible but in no event no longer than seven (7) working days of such change occurring or seven (7) working days after the Employer becomes aware of the change. [Am. 2005, 2008]

(c) The Employer will use its best efforts to ensure that the information provided pursuant to Article 3.02 is provided in electronic form.

### **3.04 BARGAINING UNIT ORIENTATION**

The Employer agrees to advise all new employees to the bargaining unit that a Union agreement is in effect and to 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.

### **3.05 UNION STEWARD**

(a) An employee shall have the right to have a Union representative present at any time when the Employer or its representative is meeting with the employee for the purpose of discipline, dismissal or investigation which will likely lead to suspension or dismissal and the Employer or its representative shall inform the employee of this right and if the employee exercises this right, give the employee reasonable time to arrange for the Union representative to be present. [Am. 2019]

(b) When the Employer is meeting with an employee for the purpose of imposing suspension or to dismiss an employee:

- (1) the employee and the Union will be advised forty-eight (48) hours in advance of the time, place and reason for the meeting;
  - (2) the employee's file will be made available at least one hour in advance the meeting;
  - (3) written notification of the discipline will be provided to the Union within two (2) working days of the employee receiving the discipline; and
  - (4) if the employee is absent from the meeting, discipline can be effectively delivered through the Union representative with written notification to the Employee by e-mail.
- [New 2005, Am. 2023]

### **3.06 EMPLOYEE REPRESENTATIVES OF THE UNION**

(a) Employees acting as representatives of the Union may confer, during working hours, with other employees or with the Employer or its representatives for the purpose of promoting Union/Employer or Employee/Management relations or to investigate a complaint or alleged grievance. The Union representative shall first request and obtain permission from the employee's immediate Supervisor or Department Head with notice, where possible, the day before the leave is required. The immediate Supervisor or Department Head shall not unreasonably deny permission and permission shall be given as soon as possible following the request so that the employee may meet the obligations as a representative. [Am. 2008, 2019]

(b) The Union shall provide the Employer with a list of Union representatives, annually or as changes occur.

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

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

(b) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to enter all the Employer's premises, provided such entry does not unduly disrupt the work of the Employer, and shall have the right to confer with Union representatives or other Employees for the purpose of consultation on matters arising from the administration, alleged violation, interpretation or application of this collective agreement. The Union's Business Agents or other Union representatives not on the Employer's payroll shall first request permission from the Employer and such permission shall not be unreasonably denied.

**3.08 BULLETIN BOARDS**

(a) The Union shall have use of a designated bulletin board space at all Board premises for the purpose of posting materials related to Union business. Such space shall be in an area easily visible and accessible to members of the bargaining unit.

(b) Posting a notice to members of the bargaining unit on the Union bulletin board with a copy to the Union shall be good and sufficient notice to each and every member of the bargaining unit. [New 2005]

**3.09 CORRESPONDENCE AND UNION COMMUNICATIONS**

(a) A copy of all correspondence and notices between the parties shall be sent to the Union Office or to a Business Agent designated by the Union and to Human Resource Services. [Am. 2005, 2019]

(b) The Employer shall permit the Union to deliver Union communications throughout the Centre for Education using, at the Union's option, the Employer's electronic systems such as fax, or e-mail, or by hand delivery. [Am. 2019]



## **ARTICLE 4 – GENERAL CONDITIONS**

### **4.01 NO DISCRIMINATION**

There shall be no discrimination, harassment, or coercion exercised or practiced with respect to any employee in the matter of employment issues by reason of age, race, colour, national origin, political or religious affiliation, place of residence, sexual orientation, sex, marital status, family status, membership or activity in the Union nor by reason of a mental or physical disability unless the disability reasonably precludes performance of the particular employment. [Am. 2008, 2019]

### **4.02 NO HARASSMENT**

(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. The Employer will provide a copy of the policy to the Union any time a change is made. 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. [Am.2023]

(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. [New 2005]

(c) “Sexual harassment” is defined and described within the Employer’s harassment policy in existence as of the date of signing of this collective agreement. [Am.2023]

(d) Harassment refers to derogatory (e.g., excessively critical, insulting, belittling) or vexatious (e.g., aggressive, angry, antagonistic) conduct or comments that are known or ought reasonably to be known to be offensive or unwelcome. Harassment includes any objectionable act, comment, joke, or display that demeans, belittles, threatens, intimidates, or causes personal humiliation or embarrassment. Harassment may be verbal, psychological, physical, written, or electronic. Harassment does not include giving directions, reprimanding Employees or correcting Employee behaviour. [New 2005, Am.2023]

#### **4.03 EMPLOYMENT EQUITY**

(a) The Employer and the Union recognize the need for and encourage greater awareness and acceptance of the diversity of society and the workforce of the Halifax Regional Centre for Education. All employees should be treated with dignity and respect, free from harassment and be encouraged to provide their maximum contribution to the workplace and the students of the Halifax Regional Centre for Education. [Am. 2019]

(b) The parties agree they may be legally obligated to make accommodations to conform with the *Human Rights Act* or the *Charter of Rights and Freedoms*. To further ensure that the diverse groups in our community have an equal opportunity to work for the Halifax Regional Centre for Education; [Am. 2019]

(1) The Union agrees that the Employer may, notwithstanding the term rehire list provided for in Article 21.07, hire employees from under-represented groups in preference to those on the list.

(2) The Union agrees that the Employer, as part of its diversity program, may, for the life of this collective agreement, reserve a total of two (2) positions in Trades 1 and Trades 2 for employees from under-represented groups. In implementing this program the Employer agrees that it will not fill these positions in a way that would deny employment to any apprentices employed at the signing of this collective agreement. [Am.2005, 2008]

(c) The parties may agree to implement training and professional development for employees regarding diversity, equity and human rights.

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

(a) There shall be one (1) official personnel file for each employee.

(b) No adverse comment, warning or negative criticism will be placed on an employee's file without the employee and the Union being provided with a copy in a timely manner and the Employer agrees not to subsequently use against an employee anything from the Employee's file of which the employee was not made aware and provided a copy in a timely manner following the event giving rise to the comment, warning or criticism.

(c) An employee shall have the right to make an appointment with Human Resource Services, to see the employee's complete file within a reasonable time of the request, during business hours without loss of pay. The employee, at the employee's discretion, may be accompanied by a Union representative and shall be entitled to a copy of any new information contained in the file at the Employer's expense. A record of anyone, including a manager, supervisor or principal, accessing an employee's files will be put on the file. [Am. 2005, 2019]

(d) An employee shall be permitted to insert, into the file, any documentation concerning commendation or meritorious conduct. [Am. 2019]

#### **4.04**

- (e) (1) The record of an employee for culpable conduct shall not be used against the employee after twenty four (24) months following a suspension or disciplinary action for culpable conduct, including letters of reprimand or any adverse report as long as the Employee receives no further discipline for culpable conduct. Notwithstanding the foregoing, the Employer will not rely on any discipline that is more than forty eight (48) months old. [Am. 2005, 2019]
- (2) The record of an employee for non-culpable conduct will not be used against the employee after thirty-six (36) months following any adverse report, or discipline. [Am.2008, 2019]
- (3) At the time of discipline the Employer will, in writing, advise the employee and the Union if the discipline is culpable. [New 2005]
- (f) Notwithstanding Article 4.04(e), the record of an employee with respect to previous incidents of sexual assault, sexual harassment or physical violence against a person may be used against that employee at any time for other incidents of a similar nature. In making a determination as to whether to use the previous record, the Employer will evaluate the similarity of the current incident to the previous incident(s) and the severity of the previous incident(s). [New 2005]
- (g) A copy of all evaluations, written assessment, warnings and discipline shall be given to the employee in a timely manner. The employee shall then have an opportunity to object, comment or respond in writing and the response shall be put on the employee's file. [Am. 2019]
- (h) An employee may respond to anything in the employee's file, and the response shall be put on the file. [New 2005, 2019]
- (i) Bargaining unit employees, with supervisory roles, will be required to make written assessments of other employees who report to them, including Custodians reporting to Caretakers. [Am. 2012]
- (j) Performance appraisals shall be kept on the official personnel file and each employee shall be provided a copy of the performance appraisal immediately following its completion and permitted five (5) working days in which to add comments. An employee may grieve any part of a performance appraisal with which the employee disagrees. [New 2012, Am. 2019]

#### **4.05 CONFIDENTIAL INFORMATION**

- (a) The Employer shall not release or allow to be released confidential information regarding an employee except as permitted by the employee in each circumstance or as required by this collective agreement, or as required by law.
- (b) The Employer shall not intentionally open any mail that is addressed to any member of the bargaining unit.

#### **4.06 INSURANCE**

The Employer shall ensure that members of the bargaining unit are included as unnamed insureds in the Employer's General Liability Insurance Policy(s) and that employees using their own tools or equipment for the Employer's purposes shall be fully insured in accordance with the terms and conditions of the Employer's Property Insurance Policy(s). Employees using their own vehicles for the Employer's purposes shall be insured for Bodily Injury and Property Damage coverage in excess of any amount that the employee's insurer is obligated to pay or the minimum amount the Employee is required to cover for normal automobile use pursuant to the laws of Nova Scotia, to the limit of the Employer's coverage or ten million dollars (\$10,000,000.00) whichever is greater.

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

An employee who resigns from employment with the Employer shall be entitled to withdraw the resignation, in writing, within two (2) of the employee's working days of having submitted the resignation. [Am. 2019]

#### **4.08 SAFETY AND PROTECTIVE CLOTHING**

If an employee is required by the Employer, legislation or regulations to wear protective clothing or protective equipment, these items will be provided to the employee by the Employer. If an employee is required to paint or work in exceptionally dirty conditions which do not normally form part of the employee's normal work duties, the employee shall, upon request, be provided with protective clothing. [Am. 2019]

#### **4.09 VEHICLE OPERATORS**

Vehicle operators shall be responsible for loading and unloading their vehicles and shall be responsible for the safe use of the vehicles to which they may be assigned from time to time.

#### **4.10 LUNCH FACILITIES**

Permanent lunch facilities shall be provided for the use of employees at the maintenance shop(s), at every school and at central office(s).

#### **4.11 LEGAL ASSISTANCE**

Where an employee, as a result of acting lawfully in performance of the employee's duties as an employee, is prosecuted or sued by a party other than Her Majesty or party to this collective agreement, the Employer undertakes to defend the employee, provided that the employee shall cooperate fully with the defense provided, and further provided that if the employee retains 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. [New 2012, Am. 2019]

**4.12 SURVEILLANCE**

The Employer shall not use surveillance techniques or equipment to monitor or check on any employee's performance or conduct without reasonable cause. Upon request by the employee, the Employer will advise the employee of the reasonable cause. [New 2023]

## **ARTICLE 5 - SENIORITY**

### **5.01 DEFINITION OF SENIORITY**

(a) The Union is responsible for maintaining the seniority list provided the Employer provides the Union with dates of hire. Corrections to the seniority list may be made at any time upon sufficient evidence being presented to the Union by an affected employee. No grievance shall be taken for any seniority related error, action or omission which occurred prior to the signing of this collective agreement. Following the signing of this collective agreement no grievance shall be taken against the Employer for a seniority related error, action or omission provided the Employer has provided the correct hire date and has acted in accordance with the seniority list provided by the Union. [Am. 20005, 2008, 2012]

(b) All permanent employees, including new permanent employees, shall, commencing on May 25, 2001 forward, gain seniority based on their continuous length of service from date of hire as a permanent employee in a bargaining unit position, unless specifically provided elsewhere in this collective agreement. Seniority for service prior to May 25, 2001 was calculated based on the formula set out in Article 4.01 of the collective agreement November 1, 1997 to December 31, 2000. Where two or more new employees have the same date of hire, their names will be drawn by a Union representative to determine their order on the list. [Am.2008]

(c) Where two or more new casual or term employees have the same date of hire their names will be drawn by a Union representative to determine their order on the list. Once the order is established it shall only be changed in accordance with Article 5.01(b) or Article 5.02. [Am.2008, 2023]

(d) The Union shall be responsible for providing employees with an up-to-date seniority list. When changes are made to the seniority list the Union shall, provide to the Employer, an up-to-date seniority list showing the employee's date of hire and seniority date highlighting any changes from prior lists. [Am.2008]

### **5.02 SENIORITY WHILE ON LEAVE**

(a) An employee shall continue to accrue seniority while on paid leave or benefit leave, including but not limited to: pregnancy and parental leave, paid or unpaid sick leave, time waiting to be eligible for or in receipt of long term disability benefits, time on Workers' Compensation, deferred salary leave, Union leave whether paid by the Employer or the Union, compassionate leave and all other leaves provided for in this collective agreement unless otherwise specified below. [Am. 2019, 2023]

(b) An employee approved for an unpaid personal leave of absence shall continue to accrue seniority for the first ninety (90) calendar days, after which seniority already accrued shall be retained but more seniority shall not be accrued until the leave ends. Where an employee has ceased to accrue seniority during a leave of absence without pay, the employee's seniority shall be adjusted on each new seniority list. [Am. 2019, 2023]

(c) An employee on suspension shall continue to accrue seniority.

### **5.03 LOSS OF SENIORITY**

An employee shall lose seniority and employment if the employee: [Am. 2019]

- (1) is discharged for just cause and is not reinstated;
- (2) resigns and does not withdraw such resignation pursuant to this collective agreement;
- (3) is not returned to work within thirty six (36) consecutive months after a layoff;
- (4) is absent from work in excess of three (3) working days without notifying the Employer and without just cause;
- (5) chooses to remain in a non-bargaining unit position longer than the periods of time provided for in Article 2.03 or Article 6.07;
- (6) fails to comply with recall provisions in accordance with this collective agreement;
- and
- (7) retires.

The foregoing does not prevent the Union from representing a former employee in matters relating to when the employee was employed with the Employer.

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

**6.01 JOB POSTINGS**

(a) Vacancies in permanent or term positions shall be posted at least quarterly. A vacancy may be filled temporarily for not more than ninety (90) consecutive working days, in accordance with the provisions of this collective agreement, from the time of declaring the vacancy until the date the employee starts the position. Such positions shall be posted within the bargaining unit for a period of ten (10) working days. Vacancies will be posted on the Employer's Website. [Am. 2005, 2019]

(b) The posting shall contain an indication of whether a copy of the job description or duty list is available and if it is available, where it can be obtained; classification, nature of the position, qualifications required including education, experience and skills, hours of work, wage, job location and, if applicable, the expected term.

(c) Notwithstanding Article 6.01(a), the Employer shall not be required to re-post a position if it becomes vacant any time after it is awarded up to and including during the trial period set out in Article 6.07, in which case the Employer shall offer the job to the next most senior, qualified applicant who has not accepted another posted job. If there are no such applicants the position shall be re-posted. [New 2008; Am 2013]

**6.02 APPLICATION**

(a) All bargaining unit members, including those on layoff, may apply for any vacant or new positions.

(b) Employees who wish to be considered for a position will be required to apply for postings online, indicating their order of preference, before the expiration of the ten (10) working days posting period clearly setting forth their qualifications for the position. An employee applying for a position will provide their name, employee number, and contact information. Employees will be provided access to the Employer's computers for the purpose of applying for jobs. [Am. 2005, 2012, 2019]

**6.03 APPOINTMENT CRITERIA**

(a) In filling vacancies within the bargaining unit the Employer recognizes the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to seniority. Appointments within a classification, or notwithstanding Article 6.03(c) within Property Services (Custodial) regardless of classification, will be based on seniority provided that the applicant meets the minimum qualifications for the position and subject to the following order of consideration [Am. 2012]:

- (1) permanent bargaining unit applicants;
  - (2) casual employees and term employees based on their uninterrupted date of hire.
- [Am.2023]

If no bargaining unit members apply or there are no successful applicants, consideration may be given to non-bargaining unit applicants. [Am. 2005, 2012]



### **6.03**

(b) Consideration given to an employee pursuant to Article 6.03(a) will be made with regard to the employee's permanent status and not in regard to any term position(s) the employee may be filling or to any change in status of an employee resulting from being on leave or layoff. [New 2005]

(c) Appointments to any position outside an employee's classification except as set out in Article 6.03(a) shall be made on the basis of qualifications as required for the position, competencies as set out in the job description and seniority. In making an assessment of these factors, all shall carry equal weight. The Employer may consider the application of a senior employee for a position for which the employee does not meet the minimum qualifications. [Am. 2005]

(d) Where an appointment is made in accordance with Article 6.03(c) the Employer shall, where requested, give an unsuccessful applicant for a position the reasons why the unsuccessful applicant was unsuccessful and advise what that person might do to improve job opportunities in the future. [Am. 2005, 2019]

(e) Appointments from within the bargaining unit shall normally be made within fourteen (14) calendar days of the end of the application period for the position.

(f) An employee with a disciplinary suspension of three (3) days or more in the twelve (12) months immediately preceding the posting shall be excluded from any appointment, transfer or promotion. [New 2005]

(g) When an employee is awarded a permanent job pursuant to a posting and at the same time is awarded a term job with more hours or higher pay, the Employer shall then post the permanent position as a term position in the next posting round. [New 2008, Am. 2019]

### **6.04            TEMPORARY VACANCY**

The Employer will notify the Union of any temporary vacancy that exceeds thirty (30) working days as soon as possible and in no case more than thirty-five (35) working days beyond when the temporary vacancy began. If a temporary vacancy exceeds or is anticipated to exceed sixty (60) working days in duration, the temporary vacancy shall be posted as a term position. The employee who fills a term position shall be permitted to return to the position the employee occupied prior to the acceptance of the term position without loss of seniority or benefits. The term position will be filled in accordance with Article 6.03. Term positions will be filled with bargaining unit members. [Am. 2005, 2019]

**6.05 TWELVE MONTH LIMITATION ON TRANSFERS [Am. 2012]**

(a) A Caretaker or Custodian may apply for and be posted to a position as a result of a job posting once during a twelve (12) month period, except that a Caretaker or Custodian may apply for and be posted to positions more than once within the twelve (12) month period where:

- (1) the position results in a higher rate of pay;
- (2) the position results in an increase in hours worked; or
- (3) the employee moves from a term position to a permanent position or
- (4) the employee moves from part time status to full time status.

[Am.2005, 2008, 2012]

(b) However, if the position filled in Article 6.05(a) results in less pay or fewer hours, the employee cannot use the exceptions listed in Article 6.05(a) to move again within the twelve (12) month period unless the move is to a higher paid job than the job from which the employee originally moved. [Am.2005, 2008, 2019]

(c) The start date of the twelve (12) month restriction on lateral transfer pursuant to Article 6.05 will be the closing date of the posting that the employee was awarded and accepted (“the closing date”). The restriction will end at 11:59 pm twelve (12) months from the closing date. The Employer will only consider applications received after the end date of the restriction, even if the end date falls within the posting period. [New 2019]

**6.06 PROBATIONARY EMPLOYEES**

(a) The probationary period is an evaluation period and is used to determine an employee's suitability for appointment to a permanent position. There shall be only one (1) probationary period, but the probationary period will continue if a newly hired employee in any type of permanent position moves to any new position in the first one hundred twenty (120) calendar days from the date of hiring. [Am.2008]

(b) A newly hired employee shall be on probation for a period of one hundred and twenty (120) calendar days from the date of hiring into a permanent position. Notwithstanding the foregoing, the probationary period may be extended up to an additional forty (40) calendar days by mutual agreement between the Employer and the Union. [Am.2008]

(c) A probationary employee shall be entitled to exercise the employee's seniority during the probationary period for the purpose of applying for a job posting. [Am. 2005, 2019]

(d) During the probationary period or extension thereof, if the employee has not performed to the standards established by the Employer and explained to the employee, the employee may be dismissed. The reasons for such dismissal shall be given to the employee in writing. [Am. 2005]

(e) A probationary employee shall normally receive a written performance evaluation mid-way through the probationary period and, if necessary, a final appraisal prior to the end of the probationary period. The Employer shall confirm, in writing, a new employee's appointment to permanent status within fourteen (14) calendar days of the successful conclusion of the probationary period. [Am. 2019]

**6.06**

(f) A probationary employee shall only be entitled to extra hours at other locations pursuant to Article 10.08 if she/he is able to complete her/his regularly assigned shifts. [New 2008]

**6.07 TRIAL PERIOD**

A successful applicant from the bargaining unit shall have a trial period of fifteen (15) working days during which time the employee will receive the necessary training and direction for the position. In the event the successful applicant, during the trial period, proves unsatisfactory in the position or is unable or unwilling to continue to perform the duties of the position, the employee shall be returned to the employee's former position and wage without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to that employee's former position and wage without loss of seniority. An employee returning to the former position as a result of this provision shall not suffer any reduction to any other benefits to which the employee was entitled when the employee last held the position. This right to return to an employee's former position within fifteen (15) working days shall apply to members of the bargaining unit who are transferred, promoted or appointed to a non-bargaining unit position with the Employer. An employee may only exercise this right three (3) times during the life of the collective agreement. [Am. 2005, 2019]

**6.08 REASSIGNMENT BY EMPLOYER**

Notwithstanding any other provision of this Article 6, the Employer may, in consultation with the employee and the Union, in exceptional circumstances that must be explained with reasonable notice to the union, reassign the employee from one position to another within the employee's classification. The union will have an opportunity to present any alternatives it deems appropriate to the placement or placements for the employee who is to be reassigned. The Employer will not transfer for disciplinary reasons or solely at the request of the Principal. [Am. 2005. 2019]

**6.09 TEMPORARY ASSIGNMENTS OUTSIDE CLASSIFICATION**

[Am,2008]

Subject to the other provisions of this Article 6, where the Caretaker is temporarily absent, the Employer shall fill the acting Caretaker position by offering it to employees in the order set out below:

- (1) full-time custodians working within the school in order of bargaining unit seniority;
- (2) part-time custodian working within the school in order of bargaining unit seniority;
- (3) full-time custodians within the family of schools who have expressed an interest in doing acting Caretaker work;
- (4) part-time custodians within the family of schools who have expressed an interest in doing extra work.

[New 2005]

**6.10 JOB APPLICATIONS WHILE SICK**

[New 2012]

An employee fully off work because of sickness and not having accrued sick leave to draw on and off work in excess of one hundred and twenty (120) calendar days will not be eligible to apply for positions pursuant to Article 6 unless the employee has an anticipated return to work date within thirty (30) working days of the closing date of the posting. [Moved and Am. 2012, Am. 2019]

**ARTICLE 7 - JOB SECURITY**

**7.01 UNION WORK**

Halifax Regional Centre for Education’s employees not in the bargaining unit shall not normally work on jobs which are included in the bargaining unit or which are similar to the job of any bargaining unit member. [Am. 2019]

**7.02 VOLUNTEER WORK**

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.

**7.03 CARETAKER IN EACH SCHOOL**

There shall be at least one (1) full-time Caretaker at each elementary school in excess of twenty-two thousand (22,000) square feet of building area and at each junior high school and each high school. No employee who is a Caretaker at the time this collective agreement is signed shall be laid off, displaced, changed in classification or have hours of work reduced or changed as a result of the foregoing. However, at the first twelve (12) elementary schools of twenty-two thousand (22,000) square feet of area or less where the Caretaker position becomes permanently vacant for any reason after May 24, 2001, the Employer may then choose to cease having a full-time Caretaker at that building. [Am. 2005, 2019]

**7.04 CONTRACTING**

(a) 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, displacement, layoff or reduction in regular hours of any bargaining unit member 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. This notice shall not be required where, in Property Services (Maintenance) or at a specific site, the service is normally contracted out or in cases where the bargaining unit does not have enough, or any, members able and available to do the work. [Am. 2012]

**7.04**

(b) Where schools are operated by, owned by or leased from a business, contractor or agency other than the Employer, the Employer shall attempt to have that operator, owner or leasor utilize members of the bargaining unit in accordance with the terms of this collective agreement. If the business, contractor or agency agrees to utilize members of the bargaining unit, employees shall be placed in available positions in accordance with the Layoff and Recall and Job Posting provisions of this collective agreement and shall continue to be members of the bargaining unit. If a displaced employee chooses to accept such a position, the employee shall be considered on layoff for the purposes of recall. If the business, contractor or agency does not enter into a contract or later does not renew its contract with the Employer the Layoff and Recall provisions of this collective agreement shall apply to affected employees. [Am. 2019]

**7.05                    MAINTENANCE OF FULL TIME POSITIONS**

(a) This article applies only to full-time positions occupied by bargaining unit members as of the date of the signing of this collective agreement. [Am. 2005]

(b) The elimination of a full-time position shall only be for valid operational reasons, which does not include financial reasons. Where a full-time position is eliminated for valid operational reasons, the Employer shall give notice to the Union along with full details setting out the Employer's reasons, including any supporting documentation, within three (3) working days.

(c) Within three (3) working days of receiving the notice and reasons, the Union, if it disagrees with the decision may refer the matter to a sole arbitrator mutually agreed by the parties and shall, at the same time, send a copy of the referral to the Director of Human Resource Services or designate. [Am. 2019]

(d) The arbitrator shall review all of the circumstances of the position, including the method used by the Employer in determining the operational reasons for the decision, whether the Employer has used an appropriate method, whether the criteria has been properly applied and whether a proper conclusion was reached.

(e) The arbitration shall be held within seven (7) calendar days of the arbitrator receiving the notice or such longer time as the arbitrator may agree with the parties. [Am. 2005]

(f) The arbitrator may substitute a conclusion for the Employer's conclusion on any of the matters included in the Employer's decision, and, as appropriate, shall insofar as possible grant a full remedy to any employee who was affected by the Employer's initial decision. The arbitrator's decision shall be final and binding but shall not be considered precedential. [Am. 2019]

(g) Notwithstanding the foregoing, the Employer may choose, for financial reasons, not to fill a maximum of ten (10) vacant full-time positions during the life of this collective agreement.

**7.06 CONDITIONS FOR LAYOFF**

(a) An employee may only be laid off or displaced due to lack of work. School closing periods do not in and of themselves create a lack of work. If it becomes necessary to displace or layoff an Employee because of lack of work, the Employer shall provide notice, in writing, to the employee affected and to the Union at least thirty (30) calendar days in advance, of the reasons for the displacement or layoff and shall meet with the Union to discuss means of avoiding or minimizing the displacement or layoff.

(b) Where it becomes necessary to make staff reductions in the bargaining unit, they shall first be carried out by attrition wherever possible and only thereafter shall displacement or layoff be used.

**7.07 LAYOFF PROCEDURE**

(a) At the time of providing the notice of layoff or displacement or as soon as possible thereafter, the Employer shall provide the displaced employee with a complete list setting out all employees who are less senior than the displaced employee, together with their classifications and work locations. A displaced employee, subject to Article 7.07(b), shall be entitled to bump into the position of any employee with less seniority provided that the displaced employee has the ability to do the job of that employee and that employee shall then be a displaced employee. [Am. 2005, 2019]

(b) A displaced full time employee may bump any full time or part time employee with less seniority provided the displaced full time employee has the ability to do the job of that employee. A displaced part time employee may bump any part time employee with less seniority provided the displaced part time employee has the ability to do the job of that employee. [Am. 2019]

(c) Where a displaced employee decides to exercise bumping rights, the displaced employee shall make the decision within five (5) working days of receiving the list of bumping opportunities. [Am. 2019]

**7.08 WORK WHILE ON LAYOFF**

(a) In order to make every effort to avoid a loss of wages, an employee who is on layoff or who has had hours reduced due to lack of work shall be permitted to apply for vacant positions in accordance with this collective agreement and shall be offered all available work, of whatever length, before work is offered to employees with less seniority provided, in both cases, the employee has the ability to do the job. [Am. 2019]

(b) Notwithstanding Article 7.08(a), an employee who is on layoff and who wishes to be offered work of a duration of less than ninety (90) calendar days, must advise the Employer of the employee's availability for such work. [Am. 2019]

(c) The Employer will maintain a list of those employees as described in Article 7.08(b) and will offer all available work of less than ninety (90) calendar days duration to these Employees. The Employer will not be obligated to offer the work to these Employees based on seniority.

## **7.09 BENEFITS WHILE ON LAYOFF**

A laid off employee with the employee's consent would continue to receive group life, group medical and group dental benefits while on layoff. This would be limited to a maximum of eighteen (18) months in any thirty-six (36) month period. After sixty (60) calendar days, the employee shall be responsible for payment of the entire benefit cost. [Am.2008, 2019]

## **7.10 RETURN FROM LAYOFF**

(a) A laid off employee shall be recalled to the employee's position if it becomes available within six (6) months of the layoff. However, where an employee has moved to a new position due to a bump, including if the displacement was to be only for a temporary period, the employee shall not be permitted to return to the position. [Am. 2005, 2019]

(b) No new employee will be hired until all laid off employees are given the opportunity to fill the job either by recall or application.

(c) Employees who have been laid off shall be offered all permanent vacant positions by seniority for which they are competent and qualified by training and experience if these positions have not been filled in accordance with Article 6. The Employer will offer the employee a maximum of three (3) permanent vacant positions for re-employment within the employee's classification, family of schools and hours of work. If the employee rejects all three (3) permanent vacant positions offered, the employee will remain on lay off for the period of time as outlined in Article 7.10(d) and the Employer will not be obligated to offer any further temporary assignments or any further permanent vacant positions to the laid off employee although the employee would maintain the right to apply for any vacant position in accordance with Article 7.08(a). [Am. 2019]

(d) If a lay off lasts for more than thirty-six (36) consecutive months, without recall, the lay-off shall become a termination of employment and all recall rights shall lapse provided that any period of temporary employment shall extend this period by the amount of time worked and any period of permanent work shall end the layoff.

(e) An employee who is recalled to a permanent position shall have seven (7) working days from receipt of the notice of recall to provide the Employer with notice of intent to accept the recall. If the employee is employed elsewhere the employee shall be permitted twenty (20) calendar days to return to work. [Am. 2019]

(f) Notice of recall shall be by certified mail or personal delivery and it shall be the employee's responsibility to keep the Employer advised of the employee's most recent address and telephone number. [Am. 2019]



## **7.11 NOTICE OF TECHNOLOGICAL CHANGE**

(a) "Technological Change" means the introduction by the Employer into its business of equipment, material or methods of a different nature or kind than those 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 or a change in the operation or structure of the business which is likely to affect an employee or employees to whom this collective agreement applies.

(b) In the event that the Employer intends to introduce technological changes which result in the elimination of positions within the bargaining unit, the Employer shall give sixty (60) days notice, in writing, to the employees who would be affected by such change, with a copy to the Union.

(c) In the event that the Employer intends to introduce technological changes which would affect the classification of any employee, the Employer shall give notice as far as possible in advance but no less than thirty (30) days notice, in writing, to the employees who would be affected by such change, with a copy to the Union.

## **7.12 EFFORTS TO RETAIN EMPLOYEES AND TRAINING**

(a) Where technological changes cause the elimination of positions within the bargaining unit the Employer shall make an effort to retain regular employees whose jobs are eliminated by the change and if such employees are retained, make an effort to provide training to qualify such employees for other positions at comparable pay, which are or may become available. Employees shall be given a reasonable period of time during which they may have an opportunity to acquire the necessary qualifications and skills.

(b) Where technological changes affect the classification of any employee or the ability of the employee to continue in the employee's present position, the Employer shall make an effort to provide training to qualify such employee for the position being changed or for other positions, at comparable pay, which are or may become available. Employees shall be given a reasonable period of time during which they may have an opportunity to acquire the necessary qualifications and skills.

## **7.13 TEMPORARY CLOSURE AND ALTERNATE LOCATION OF A SCHOOL**

(a) Where a school is temporarily closed to students and staff and the students temporarily moved to an alternate location the Employer will ensure employees suffer no loss of pay or benefits. [New 2005]

**7.13**

(b) Where a school is temporarily closed to students and staff, and the students temporarily moved to an alternate location and the closure is, or is anticipated to be, for a period of greater than twenty (20) working days, an employee at the school will, at the employee's option based on seniority:

- (1) if the Employer determines work is available in the school, remain in the school; or
- (2) if the Employer determines work is available in the alternate location, move to the alternate location with the students and then return to the school when it is reopened; or
- (3) exercise bumping rights in accordance with Article 7.07, in which case Article 7.10(a) will apply; or [Am. 2019]
- (4) be assigned by the Employer to available work of whatever length within the family of schools to the extent of the hours they held prior to the temporary closure, notwithstanding any other articles in the collective agreement and until such time as the school reopens. [New 2005, Am. 2019]

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

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

(a) The Employer agrees to pay and the Union agrees to accept the wage rates as set out in Appendix "A" attached hereto and which form a part of this collective agreement.

(b) Employees shall be paid bi-weekly by direct payroll deposit no later than Thursday of pay week and shall be promptly provided, in a confidential manner, with a statement showing all amounts paid and deducted for the period, the year to date amounts paid and deducted, and the reasons therefore.

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

(d) When a payday falls on a Holiday, payment will be made on the last banking day prior to the holiday.

### **8.02 ERRORS IN PAY**

(a) Where an error has occurred in an employee's pay which results in an overpayment to that employee, the Employer will arrange with the employee a mutually acceptable payment schedule for the recovery. Where the agreement cannot be reached, the Employer may set the repayment schedule but the recovery shall not be more than five percent (5%) of the overpayment, or fifty dollars (\$50.00) whichever is less, of the employee's regular gross pay in each pay period. Any agreement entered into or set pursuant to this Article will no longer apply should employment cease. [Am. 2005]

(b) Notwithstanding Article 8.02(a), overpayment of salary in excess of five hundred dollars (\$500.00) in one (1) pay to an employee may be recovered by the Employer in its entirety provided the employee is made aware of the error in writing within two (2) weeks of the overpayment. [New 2008, Am. 2019]

(c) Where a confirmed error has occurred in an employee's pay which results in a net underpayment to that employee of more than fifty dollars (\$50.00) the employee will, upon request, be provided, within five (5) calendar days or two (2) working days, whichever is longer, with a manual cheque for the amount of the shortfall. Where the employee does not make such a request or the amount is less than fifty dollars (\$50.00) the shortfall will be paid on the employee's next regular pay. [Am.2005, 2008]

### **8.03 NEW CLASSIFICATIONS**

The Employer agrees that if it wishes to establish a new classification which is not set out in attached Appendix "A", it shall notify the Union as soon as possible and in any event prior to establishing the classification. Subsequent to such notice the wage rate for such classification will be negotiated between the Employer and the Union. The Employer may fill the new position and put a temporary wage rate and conditions into effect pending and subject to negotiations with the Union on the rate to be established. Once the wage rate and conditions are established through negotiations or as otherwise provided by this collective agreement, they will be made retroactive to the time when the new classification was instituted provided however, that no new classification shall be paid less than the Custodian rate. If negotiations cannot be completed within sixty (60) calendar days of an appointment to the position either party may refer the matter directly to arbitration in the manner set out in this collective agreement.

### **8.04 JOB DESCRIPTIONS**

Within sixty (60) calendar days of signing this collective agreement and when changes are made, the Employer will provide job descriptions for all classifications. The job descriptions will clearly set out the duties of each position. If the Employer wishes to make changes to a job description it shall notify the Union of the proposed changes before the changes are implemented. [Am.2005, 2008, 2012]

### **8.05 APPRENTICES**

(a) Apprentice positions shall be posted and filled in accordance with Article 6. [Am.2008]

(b) Employees from within the bargaining unit are eligible for Apprentice positions without prior experience or education in the trade. The trial period, pursuant to Article 6.07, shall not apply to the Apprentice position. [New 2008]

(c) Apprentices hired from outside the bargaining unit shall be paid in accordance with the Regulations pursuant to the *Apprenticeship Act*. Apprentices hired from within the bargaining unit shall continue to receive the rate of pay for the job they held prior to being awarded the apprentice position or the rate in accordance with the Regulations pursuant to the *Apprenticeship Act*, whichever is greater. [Am.2008]

(d) Notwithstanding Article 6.06, an Apprentice hired from outside the bargaining unit may be dismissed if the Apprentice does not meet the standards set by the Employer or by the Regulations pursuant to the *Apprenticeship Act*. [New 2008, Am. 2019]

(e) Upon completion of the apprenticeship period the employee shall be placed on layoff status but shall not be entitled to bump in accordance with Article 7.07. The employee shall be entitled to apply for vacant positions and to be offered available work in accordance with Article 7.08. [Am.2008]

### **8.05**

(f) An Apprentice hired from outside the bargaining unit shall be deemed to have quit if the Apprentice does not successfully complete the course or any part of it or if the Apprentice does not wish to continue. An Apprentice hired from within the bargaining unit who does not successfully complete the course or any part of it or who does not wish to continue, shall be placed on layoff status and shall not be entitled to bump in accordance with Article 7.07, but shall be entitled to apply for vacant positions and to be offered available work in accordance with Article 7.08. [New 2008, Am. 2019]

(g) All costs associated with the apprenticeship program, including fees, tuition and texts, shall be paid by the Employer. [New 2008]

(h) The Employer shall not use Apprentices to fill existing Property Services (Maintenance) positions. [New 2008, Am. 2012]

(i) Article 7.05 shall not apply to Apprentice positions. [New 2008]

(j) Apprentice positions shall not be permanent positions. [New 2008]

### **8.06 ASSIGNMENT TO ANOTHER CLASSIFICATION**

(a) Any employee temporarily assigned to do work in a lower paid classification than the employee's own shall be paid at the employee's regular rate of pay. [Am. 2019]

(b) Any employee temporarily assigned to do work in a higher paid classification than the employee's own shall be paid at the rate of pay for that higher paid classification immediately and for all time worked in the higher paid classification. [Am. 2019]

### **8.07 TRAVEL ALLOWANCE**

(a) Employees shall not be required to have a vehicle available for the performance of their duties.

(b) In cases where employees with the permission of the Employer, use their personal vehicle for the Employer's business, they shall be reimbursed for such use at the rate used to reimburse management employees or the provincial government rate, whichever is greater. An employee required to report for a meeting with the Employer at a location other than the employee's regular reporting location shall be deemed to be using the vehicle for the Employer's business and shall be reimbursed accordingly [Am.2005, 2008, 2012, 2019]

(c) If a full-time employee occupying one position works at more than one (1) school, the employee shall be paid travel allowance for travel from one school to the other or the Employer shall provide free transportation. Required time to travel between schools in such a case shall be considered working time and shall be paid as such. [Am. 2019]

(d) Employees shall present documentary evidence of distance traveled on a form supplied by the Employer.

**8.08 CERTIFICATE AND LICENSING FEES**

The Employer shall pay the full cost of certificate or licensing fees for employees who periodically or regularly have to renew a certificate or license, provided the certificate or license is required for the job. [Am.2008]

**ARTICLE 9 - BENEFIT PLANS**

**9.01 GROUP LIFE INSURANCE PLAN**

(a) Subject to any other provisions of this collective agreement, the Employer shall provide and maintain, at no expense to employees, a group life insurance plan for all employees eligible pursuant to the group life insurance plan. The plan shall provide minimum benefits in the amount of two and one-half (2.5) times the employee's annual wage in the event of the employee's death with an option for the employee to purchase, at the employee's cost, additional insurance up to two hundred and fifty thousand dollars (\$250,000) and a provision for dependent insurance and this plan shall also provide for a proportionate amount of Accidental Death and Dismemberment insurance. [Am.2008]

(b) The group life insurance plan shall have a provision that an employee, upon retirement, may continue the insurance at the employee's own expense. [Am. 2019]

**9.02 GROUP MEDICAL PLAN**

(a) Subject to any other provisions of this collective agreement, the Employer shall provide and maintain, at no expense to employees, a group medical plan which will provide either single or family coverage for all employees eligible pursuant to the group medical plan. [Am.2008]

(b) The group medical plan shall have a provision that any employee, upon retirement, may continue the plan at the employee's own expense. [Am. 2019]

**9.03 GROUP DENTAL PLAN**

(a) Subject to any other provisions of this collective agreement, the Employer shall provide and maintain, at no expense to employees, a group dental plan which will provide either single or family coverage for all employees eligible pursuant to the group dental plan. [Am.2008]

(b) The group dental plan shall have a provision that an employee, upon retirement, may continue the plan at the employee's own expense. [Am. 2019]

#### **9.04 EMPLOYER'S BENEFITS PLANS**

(a) The Employer's benefit 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 plans in place at the time this collective agreement is signed.

(b) The Employer shall provide the Union with details of the benefit plans and information booklets, up-dated as necessary, to all members.

#### **9.05 UNION LONG TERM DISABILITY PLAN**

The Union shall provide the Employer with the details of the Union's Long Term Disability Plan. The cost of long term disability insurance shall be paid by the employee.

#### **9.06 EMPLOYMENT INSURANCE REBATES**

It is agreed that Employment Insurance (EI) rebates prior to and subsequent to the signing of this collective agreement are assigned to the Employer for the purpose of contributions to benefit plans for members of the bargaining unit.

#### **9.07 PENSION**

(a) The Employer shall continue to provide a pension plan for all eligible employees. The pension plan shall be the Halifax Regional Municipality (HRM) Pension Plan as properly amended by the Pension Committee from time to time.

(b) The Employer agrees it shall not, at any time, take any action to modify or change the pension plan of the HRM in any respect as it affects directly or indirectly the interest of the Employees without the express written consent of the union.

(c) The Union may appoint one (1) representative who shall be given time off work without loss of pay or benefits to attend HRM Pension Committee meetings as a participant, if permitted, or as an observer. If the Union's representative is unable to attend any such meeting(s), the Union may appoint an alternate representative to attend any such meeting(s) who likewise shall be given time off work without loss of pay or benefits. No employee shall be paid for any time such meetings occur outside the employee's regular hours of work, however, an employee who would normally work at the employee's regular wage at a time during the day other than when the meeting occurs shall not be required to work those hours but shall be paid as if the employee had worked. [Am.2008, 2019]

(d) Employees who do not submit confirmation of retirement, in writing, including the date of retirement, at least three (3) months prior to the date of retirement may not have their pension processed by the time of retirement. [New 2013]

#### **9.08 RETIREMENT BENEFIT**

(a) As of October 30, 2000, employees shall not accumulate any additional service to count toward their pre-retirement leave or cash gratuity. This Article 9.08 applies to current employees who were employed prior to November 1, 1997.



**9.08**

(b) **Former Halifax District School Board Employees**: Employees who have ten (10) years of continuous service with the Employer shall, upon retirement from the Employer, 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 Employer, up to a maximum of three (3) calendar months. 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 the amount shall not be computed as part of the employee's pension and will be paid at the time of actual retirement.

(c) **Former Halifax County - Bedford District School Board Employees**: Employees, upon resignation in good standing from the Employer'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 amount of unused accumulated sick leave which may be used in the calculation of the cash gratuity are:

<u>Years of Service</u>	<u>Sick Leave Required</u>	<u>Cash Gratuity (in months)</u>
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

(d) **Former Dartmouth District School Board Employees**: Employees who, as of October 30, 2000, have ten (10) years of continuous service with the Employer shall, upon retirement from the Employer, be given the greater amount of their retirement benefit calculated on the basis 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:

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

(e) This Article 9.08 does not apply to employees hired after November 1, 1997.

**9.09 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM ("EFAP")**

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

**ARTICLE 10 – HOURS OF WORK**

**10.01 HOURS OF WORK - PROPERTY SERVICES (CUSTODIAL)**

[Am.2012]

(a) **Full-Time Day Hours:** The regular scheduled working hours for full time employees of Property Services (Custodial) shall be forty (40) hours per week, on shifts of eight (8) consecutive hours per day beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m., Monday to Friday, with a maximum sixty (60) minutes unpaid lunch period between 11:00 a.m. and 1:30 p.m. and two (2) paid break periods, one of fifteen (15) minute duration in the morning and one of fifteen (15) minute duration in the afternoon. Notwithstanding the foregoing, where a ninety (90) minute unpaid lunch period was in existence prior to the signing of this collective agreement and is not subsequently reduced, the Employer may continue the practice for that position. [Am 2012]

(b) **Alternate Full-Time Day Hours:** Notwithstanding Article 10.01 (a), full time employees of Property Services (Custodial) may, with their consent, be scheduled to work eighty (80) hours per two week pay period, on shifts of no less than eight (8) consecutive hours and up to ten (10) consecutive hours per day beginning no earlier than 7:00 a.m. and ending no later than 7:00 p.m. with a maximum sixty (60) minute unpaid lunch period between 12:00 p.m. and 2:00 p.m. and two (2) paid break periods, one of fifteen (15) minute duration in the morning and one of fifteen (15) minute duration in the afternoon. Where such work is scheduled, employees will be given scheduled days of rest in not more than two segments in a bi-weekly period. An employee shall not be scheduled to work more than ten (10) days in an eighty (80) hour pay period. [Am 2012]

(c) **Full-Time Evening Hours:** Notwithstanding Article 10.01 (a), the Employer has the right to institute an evening shift of eight (8) consecutive hours concluding no later than 12:00 midnight, Monday to Friday inclusive, for Custodians in any school, with, a maximum of one-half (0.5) hour unpaid lunch and two (2) paid break periods, one (1) of fifteen (15) minute duration in the first four (4) hours of the shift, and one (1) of fifteen (15) minute duration in the last four (4) hours of the shift. The Employer shall not unreasonably refuse an ending time of 11:00 pm where it is requested by the employee and operational needs can be met. [Am. 2023]

(d) **Part-Time Custodian Hours:** Part time Custodians shall be scheduled to work consecutive hours commencing no earlier than 7:00 a.m. and ending no later than 12:00 midnight. A part time employee shall be entitled to a fifteen (15) minute paid break period during the shift and, at the employee's option, up to one-half (1/2) hour unpaid lunch break. Notwithstanding the foregoing, part time Custodians shall not take a lunch break where the shift is four (4) hours or less in duration and shall not be entitled to a paid break where the shift is two and one half (2.5) hours or less in duration. The Employer shall not unreasonably refuse an ending time of 11:00 pm where it is requested by the employee and operational needs can be met. [Am.2008, 2023]

(e) **Days of Rest:** Except as otherwise provided in this collective agreement, all employees shall receive two (2) consecutive days of rest per week and the first day of rest shall be Saturday and the second day of rest shall be Sunday.

**10.01**

(f) **Posted Weekend Hours:** In schools where the Employer has determined there will be a regular weekend shift, that being Saturday and Sunday, it shall be posted with a minimum of four (4) hours and a maximum of ten (10) hours per day. The shifts will begin no earlier than 7:00 am and end no later than 12 midnight. Breaks will consist of one fifteen (15) minute paid break in the first four (4) hours of the shift, with one additional fifteen (15) minute paid break in the duration of the second half of the eight (8) hour shift, and an additional paid break period of fifteen (15) minutes for any shift over eight (8) hours. [New 2012]

**10.02 HOURS OF WORK - PROPERTY SERVICES (MAINTENANCE)**

[Am.2012]

(a) **Regular Full-Time Day Hours:** The regular scheduled working hours for all employees of the Property Services (Maintenance) at the time of signing this collective agreement, shall be forty (40) hours a week, eight (8) consecutive hours a day, commencing no earlier than 7:00 a.m. and ending at 4:30 p.m. Monday to Friday, with a one-half (0.5) hour unpaid lunch break and two (2) paid break periods, one (1) of fifteen (15) minute duration in the morning and one (1) of fifteen (15) minute duration in the afternoon. [Am. 2012]

(b) **Regular Days of Rest:** Except as otherwise provided in this collective agreement, all employees shall receive two (2) consecutive days of rest per week and the first day of rest shall be Saturday and the second day of rest shall be Sunday.

(c) **Alternate Full-Time Day Hours:** Notwithstanding Article 10.02(a), Property Services (Maintenance) employees may, with their consent, be scheduled to work eighty (80) hours per two-week pay period, on shifts of no less than eight (8) hours and up to ten (10) consecutive hours per day beginning no earlier than 7:00 a.m. and ending no later than 9 p.m. with a maximum sixty (60) minute unpaid lunch period between 12 p.m. and 3 p.m. and two (2) paid break periods, one of fifteen (15) minutes duration in the morning and one of fifteen (15) minutes duration in the afternoon. Where such work is scheduled, employees shall have their days of rest scheduled in not more than two segments in a bi-weekly period. An employee shall not be scheduled to work on more than ten (10) days in a fourteen (14) day period. [Am. 2012]

(d) **Evening and Saturday Hours for Property Services (Maintenance):** Notwithstanding Article 10.02(a), the Employer may schedule Property Services (Maintenance) employees to work evening and Saturday shifts of ten (10) consecutive hours per day ending no later than 9:00 p.m. with a maximum thirty (30) minute unpaid lunch period near the middle of the shift and two (2) paid break periods, one of fifteen (15) minutes duration in the first half of the shift and one of fifteen (15) minutes duration in the last half of the shift. Such shifts shall first be offered by seniority for Employees to volunteer. Where not enough Employees volunteer, the least senior employees may be assigned to work such shifts. [Am.2005, 2012]

(e) **No Scheduled Sunday Shifts:** The Employer will not schedule Property Services (Maintenance) employees to work Sunday without their consent. [New 2005, Am 2012]

**10.02**

(f) **Number of Weekend Shifts Will Be Limited:** The Employer will not schedule Property Services (Maintenance) Employees to work Saturday shifts more than thirty (30) Saturdays per school year. No Property Services (Maintenance) employee who is a bargaining unit member at the time this collective agreement is signed will be scheduled to work more than ten (10) Saturdays in a school year without their consent. [New 2005, Am 2012]

(g) **Evening and Saturday Hours for Current Property Services (Maintenance) Employees:** Employees who are bargaining unit members at the time this collective agreement is signed who are scheduled to work evenings and Saturdays pursuant to this Article 10.02(g) will be scheduled so as to maximize the days off as consecutive days off. The maximum number of employees who are bargaining unit members at the time this collective agreement is signed who can be scheduled for shifts pursuant to Article 10.02(d) in each classification shall be as follows:

	Total in Classification	Evenings & Weekends
Plumbers	7	3 [Am.2008]
Painters	6	3
Carpenters	11	5
Electricians	8	4
Burner Technicians	4	2
General Maintainers	4	2
Mason	1	1

The incumbent mason shall be scheduled to work a rotating schedule of two weeks pursuant to Article 10.02(a) and two weeks pursuant to Article 10.02(d), or such other rotation as the parties may agree. [Am. 2005, 2012]

(h) **Reassignment for Current Employees:** For employees who were bargaining unit members as of May 24, 2001, and who have continued to be bargaining unit members since May 24, 2001, the percentage in each classification of those working evenings and weekends as compared to those working days shall not increase. This shall be achieved through, whenever the percentage drops below that set out in Article 10.02(g), giving those employees working evenings and weekends the opportunity, in order of seniority, to be reassigned to the hours of work set out in Article 10.02(a). For carpenters, the maximum percentage of those working evenings and weekends as compared to those working days is deemed to be fifty per cent (50%). [Am. 2005]

(i) **Part-Time Property Services (Maintenance) Hours:** Part time employees in the Property Services (Maintenance) shall work the regular full time hours daily and weekly but shall be employed for less than twelve (12) months of the year. Such a part time employees may be laid off at the end of the employee’s term each year but shall not have the right to displace a full year Employee. [Am 2012, 2019]

**10.03 ADDITIONAL SHIFTS**

(a) When vacancies and new positions are posted, the posted hours of work may include evening and Saturday hours as part of the regular hours of work. Changes to the initial hours of work may be made in accordance with Article 10.06(a). No employee hired prior to June 28, 2005 will have the employee's hours of work changed except as set out in Article 10. This Article 10.03(a) does not apply to Caretakers whose hours of work shall be as set out in Article 10.01(a). [Am.2005, 2008, 2019]

(b) Where the Employer determines it is necessary to reschedule a custodial position, including a part-time position, that commences after 12 noon so that it commences before 12 noon, or vice-versa, or that includes weekend work so that it no longer includes weekend work, or vice-versa, the incumbent in the original position will be displaced pursuant to Article 7.06 and the position with its new hours will be posted pursuant to Article 6. The incumbent in the original position shall, at the incumbent's option, be permitted to remain in the position at the new hours until such time as the new appointment is made. [Am. 2019]

**10.04 NO SPLIT SHIFTS**

Subject to Article 10.08, there shall be no split shifts permitted for members of the bargaining unit except in those cases which had split shifts as of the signing of this collective agreement.

**10.05 SCHOOL CLOSING PERIODS**

(a) Notwithstanding the foregoing provisions of this Article 10, the Employer will not schedule employees in Property Services (Maintenance) to work evenings and weekends during school closing periods, except where an employee otherwise consents.[Am 2012]

(b) Notwithstanding the foregoing provisions of this Article 10, the Employer will, based on operational requirements, permit as many employees in Property Services (Custodial) as possible to work the hours set out in Article 10.01(a) during school closing periods.

(c) Part time employees may, where operationally permissible with the consent of the Employer, be permitted to work up to eight (8) hours per day during part(s) of school closing periods so as to take time off in lieu during the other part(s) of the school closing periods. Such extra hours worked and time off in lieu shall be at the employee's regular rate of pay. The employee will be paid for the employee's regular part time hours throughout the entire school closing period. [Am. 2019]

(d) Christmas break, March break, and summer holidays are the school closing periods to which this Article applies.

**10.06 SCHEDULING**

(a) The Employer shall provide at least twenty-eight (28) calendar days notice to an employee and to the union prior to changing an employee's schedule in accordance with this Article. The new schedule will identify the specific days and hours an employee will be working. [Am. 2019]

**10.06**

(b) The Employer shall give as much notice as possible, and in no case less than forty-eight (48) hours' notice, to the employee and to the union where a temporary change in hours is necessary. A temporary change in hours is a change in hours that is required on a short-term basis for not more than three (3) working days to accommodate unexpected employee absences or emergency situations (including but not limited to where it is necessary to avoid or shorten an unscheduled closure of a school to students or necessary to protect the integrity of HRCE property or for health and safety reasons). In those cases where an employee is provided with less than forty-eight (48) hours' notice of a temporary change in hours, the employee shall be permitted to work the employee's original hours unless the employee agrees to the change. Nothing in this Article derogates from the parameters in hours of work set out elsewhere in this Article 10. [Am. 2019]

**10.07 EXCHANGING SHIFTS**

An employee on a purely voluntary basis may switch the employee's shift with another employee upon providing prior notice to the Supervisor as long as the switch does not in any way impact on the work to be performed during the shift. [Am. 2019]

**10.08 EXTRA WORK FOR PART TIME EMPLOYEES**

(a) A part time employee may agree to work up to eighty (80) hours in a pay period at the employee's regular rate of pay, provided such hours fall within those set out in Article 10.01(d). [Am. 2019]

(b) Extra or additional work or hours in this article refers to temporary or occasional hours that can be added to an employee's existing shift. The Employer is not obligated by this article to offer work to an employee that would require the employee to leave an existing position on either a permanent or temporary basis, unless the extra work is full-time hours. [New 2005]

(c) Provided the Employer will not incur overtime or call-out costs, the Employer will make a reasonable effort to offer additional work including weekend work to part time employees before such work is offered to casual employees.

(d) Subject to Article 10.08(b) additional work shall be offered equitably amongst the part time employees at the facility or building where the work is to be done. If despite reasonable efforts the Employer is unable to find a part time employee at the facility or building to do the extra work, then the Employer will make a reasonable effort to offer the work equitably to part time employees who regularly work within the same family of schools and who have identified themselves to the Employer as being available to do extra work. If despite reasonable efforts the Employer is unable to find a part time employee, then the Employer can, in its discretion, offer the work to a casual employee. For the purposes of offering work to part time employees outside of the school, the Employer will have satisfied its obligation to make reasonable efforts if it has made an attempt via the Employer's electronic subfinder system to contact three (3) part time employees outside of the school and has been unable to find a part time employee to do the extra work. [Am. 2019]

**10.08**

(e) For the purposes of this Article 10.08, an employee will be deemed to have been offered and refused the extra work if the Employer can demonstrate it contacted the employee via the Employer’s electronic subfinder system or where the Employer was unable to speak with the part time employee directly. [Am. 2019]

(f) Notwithstanding the foregoing, this Article shall not be used to regularly assign full time or additional hours to a part time employee or to avoid posting a position either permanently or temporarily.

(g) The Employer is not obligated by this Article to replace part time employees who receive extra hours or alternative shifts in accordance with this Article. The decision as to whether to replace these part time employees or who to replace them with is totally at the discretion of the Employer.

(h) Notwithstanding Article 10.04, part time employees accepting extra work pursuant to this Article may agree to work split shifts.

(i) A part time employee who works additional hours pursuant to this Article shall be paid four percent (4%) vacation pay for all additional hours worked. After eight (8) consecutive years of service, a part-time employee who works additional hours pursuant to this Article shall be paid six percent (6%) vacation pay for all additional hours worked. [Am. 2005]

**10.09 SPECIALIZED PROJECT WORK**

(a) Provided that it does not result in the displacement, layoff, downgrading or loss of regular hours to bargaining unit members, the Employer may institute a special cleaning team to perform specialized project work as required. Positions on the special cleaning team will be posted as bargaining unit positions pursuant to Article 6. The restrictions set out in Article 6.05 shall not apply to this posting either for the purpose of restricting an employee’s ability to take a position on the special cleaning team or for the purpose of restricting an employee’s ability to take other positions within twelve (12) months of having posted into the special cleaning team position. [Am. 2019]

(b) While working on the special cleaning team, the regular scheduled hours for employees will be eighty (80) hours in a two-week period, of shifts no more than ten (10) consecutive hours per day with a maximum one (1) hour unpaid lunch period and two (2) paid break periods, one of fifteen (15) minutes duration in the first half of the shift and one of fifteen (15) minutes duration in the second half of the shift. Scheduled days of rest for employees of the special cleaning team will be given in not more than two (2) segments in a bi-weekly period or otherwise with the consent of the Employee. Where possible, the Employer will schedule work of the special cleaning team to take place no earlier than 6:00 a.m. and ending no later than 12:00 midnight.

**10.10 PAID BREAKS**

Employees shall not leave school premises during paid breaks without permission. [New 2008]



**ARTICLE 11 – OVERTIME AND CALLOUT**

**11.01 OVERTIME VOLUNTARY**

(a) Overtime shall be on a voluntary basis.

(b) Notwithstanding the voluntary nature of overtime, employees may be required to work reasonable amounts of overtime if the employee does not have a reasonable excuse for not working and the overtime is necessary to avoid or shorten an unscheduled closure of a school to students or which is immediately necessary to protect the integrity of HRCE property or in a circumstance of similar urgency. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care or excuse of a similar or urgent nature. [Am. 2019]

(c) Notwithstanding 11.01(b) where the designated employee in the classification has a reasonable excuse and no other employee has voluntarily indicated the desire to work overtime, then the Employer may require the least senior employee within the classification to do the work. For employees in Property Services (Custodial), seniority will be determined based on bargaining unit seniority within the family of schools. The Employer will make reasonable efforts to offer emergency overtime equitably. [Am. 2012]

(d) Notwithstanding the voluntary nature of overtime, an employee in Property Services (Maintenance) will be required to work reasonable amounts of overtime not to exceed two (2) hours beyond the end of the employee's regularly scheduled shift without the consent of the employee, where the employee is working on an assignment which, for operational reasons, must be completed. An employee required to work such overtime shall be guaranteed a minimum of two hours pay at the employee's prevailing overtime rate. [Am. 2012, 2019].

(e) All overtime must be approved in advance by the appropriate supervisor.

(f) No employee will be required to work overtime within eight (8) hours of the commencement of the employee's regular shift. [Am. 2019]

**11.02 OVERTIME DEFINED AND PAY FOR OVERTIME**

(a) All time worked in excess of eighty (80) hours in a bi-weekly period or time in excess of eight (8) hours per day shall be considered as overtime and shall be compensated at the rate of one and one-half times (1.5X) the employee's regular rate of pay except where double time (2X) is payable. Notwithstanding the foregoing, where an employee is regularly scheduled to work shifts of longer than eight (8) hours pursuant to Article 10, only time worked in excess of the employee's regularly scheduled shift shall be considered as overtime.

(b) Overtime worked in excess of four (4) hours on a regular working day or in any twenty four (24) hour period shall be paid at double (2X) the regular rate. If there is a break between periods of work of ten (10) hours or more in the twenty-four (24) hour period noted above, the twenty-four (24) hour period will restart with the period of work immediately following the break. [Am.2008]

**11.02**

(c) Notwithstanding Article 11.02(b), work performed on an employee's first day of rest shall be paid at the rate of one and one-half times (1.5X) for the first eight (8) hours, and at the rate of double time (2X) for all hours in excess of eight (8) hours. Notwithstanding the foregoing, where an employee is regularly scheduled to work shifts of longer than eight (8) hours pursuant to Article 10, the hours worked up to the length of the employee's regular shift on the employee's day of rest shall be paid at the rate of one and one-half times (1.5X) and at the rate of double time (2X) for all hours in excess of the length of the employee's regular shift.

(d) Work performed on an employee's second or subsequent day of rest shall be paid at the rate of double time (2X) for all hours worked.

(e) An employee scheduled to work overtime that is not contiguous with the employee's regular hours of work shall be guaranteed a minimum of four (4) hours pay at the employee's prevailing overtime rate for each occurrence or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. [Am. 2019]

**11.03 DISTRIBUTION OF OVERTIME**

Subject to Article 11.01, overtime shall be offered equitably amongst the employees in the classification(s) responsible for the work to be done provided that, for employees of Property Services (Custodial), overtime shall be offered equitably amongst the employees at the facility or building where the work is to be done and then, if no one is available or if not enough employees are available, it shall be offered equitably to other employees in the classification(s) in Property Services (Custodial). An employee who is temporarily assigned to another facility or building shall be entitled to continue sharing overtime in the employee's regular facility or building until the end of the first full pay period after the assignment. Such an employee will begin sharing overtime in the facility or building to which the employee has been temporarily assigned following the end of the first full pay period after the assignment and shall then not be entitled to overtime in the employee's regular facility or building until the employee returns to that facility or building. [Am.2008, 2012, 2019].

**11.04 TIME OFF IN LIEU OF OVERTIME PAY**

(a) In lieu of payment for overtime worked, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreed upon by the employee and the Employer. If time off in lieu of overtime cannot be mutually agreed upon, the employee shall be paid the appropriate rate.

(b) The Employer shall not unreasonably refuse an employee's requested time off in lieu. The availability of vacation will not be a reason for refusing an employee's request for time off in lieu. The use of available time off in lieu of overtime will not be a reason for carrying over vacation. [New 2005]

(c) An employee may choose to cash in banked overtime at any time. However, any banked overtime for an employee in excess of forty (40) hours not taken by March 1 or not scheduled to be taken by the end of March will be paid out to the employee by the second pay in April. [New 2005, Am.2008, 2019]

**11.05 OVERTIME MEAL ALLOWANCE**

The amount paid for a meal allowance shall be the receipted amount to a maximum of ten dollars (\$10.00) per meal. Meal allowance shall be paid for every six (6) hours worked outside regular working hours and when an employee is required to work through a normal meal period outside working hours.

**11.06 TRAVEL ON EMPLOYER BUSINESS**

All travel on Employer business, done at the request of the Employer, other than during an employee's regular working hours shall be considered work and shall be paid at the appropriate overtime rate.

**11.07 STAND-BY**

"Stand-by" means any time outside an employee's regular working hours when that employee is scheduled to be available to work. No employee shall be placed on stand-by during the term of this collective agreement.

**11.08 CALL-OUT**

(a) Except for extra work by a part time employee pursuant to Article 10.08, an employee called out to work outside the employee's regular working hours, except for work which is contiguous with the employee's regular hours, shall be guaranteed a minimum of four (4) hours pay at the employee's prevailing overtime rate for each occurrence or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. "Contiguous" for purposes of this Article includes an unpaid meal break of up to one (1) hour between the employee's regular working hours and the additional hours. [Am. 2019]

(b) When an employee is called for duty outside the employee's regular hours of work, calculation of time worked shall be made from the time the Employee leaves the employee's residence. Employees on call-outs will receive travel allowance pursuant to Article 8.08. [Am. 2005, 2019]

**ARTICLE 12 - HOLIDAYS**

**12.01 HOLIDAYS**

The Holidays shall be:

- (1) New Years' Day
- (2) Heritage Day [New 2019]
- (3) Good Friday
- (4) Easter Monday
- (5) Victoria Day
- (6) Canada Day
- (7) First Monday in August
- (8) Labour Day
- (9) Truth and Reconciliation Day [New 2023]
- (10) Thanksgiving Day
- (11) Remembrance Day
- (12) Christmas Day
- (13) Boxing Day
- (14) Any other day appointed by the Government of Canada, Government of Nova Scotia, or the Halifax Regional Municipality as a general holiday.
- (15) The last four (4) hours of the last working day prior to Christmas.
- (16) The last four (4) hours of the last working day prior to New Years.

**12.02 HOLIDAY PAY**

- (a) All employees shall be paid for the regular working hours for the holidays listed in Article 12.01.
- (b) Any work performed on a day designated as a holiday in Article 12.01 shall be paid for at the rate of double time (2X).
- (c) An employee who works on any of the holidays listed in Article 12.01 shall receive pay as described in Article 12.02 (b) in addition to pay as described in Article 12.02 (a).

**12.03 DESIGNATED DAY**

When a holiday(s) listed in Article 12.01 falls on a day of rest the next regularly scheduled work day(s) shall be designated as the day of rest.

## **ARTICLE 13 - VACATION**

### **13.01 VACATION ENTITLEMENT**

The vacation year is defined as the calendar year and a vacation day is defined as eight (8) hours. Part time employees shall be entitled to vacation pro-rated on the number of hours assigned through postings pursuant to Article 6.01. Employees shall receive an annual vacation with pay in accordance with the following: [Am.2008]

(1) In the first calendar year of employment, the employee shall be entitled to vacation of ten (10) working days for the year pro-rated to the amount of time left in the calendar year when the employee commences employment.

(2) Commencing at the beginning of the year in which the employee attains one (1) year of continuous employment and continuing up to and including six (6) years, the employee shall be entitled to fifteen (15) working days paid vacation per year.

(3) Commencing at the beginning of the year in which the employee attains seven (7) years of continuous employment and continuing up to and including fourteen (14) years, the employee shall be entitled to twenty (20) working days paid vacation per year.

(4) Commencing at the beginning of the year in which the employee attains fifteen (15) years of continuous employment, the employee shall be entitled to twenty-five (25) working days paid vacation per year.

### **13.02 SCHEDULING OF VACATIONS**

(a) Vacations shall be granted based on the wishes of the employee and operational requirements. Vacation requests will not unreasonably be denied.

(b) An employee shall be entitled to receive vacation in an unbroken period to a maximum of four (4) weeks. An unbroken period of longer duration may be taken if it does not unduly interfere with the Employer's operation or another bargaining unit member's vacation. [Am. 2019]

(c) For employees in Property Services (Maintenance), the Employer will allocate a minimum of total vacation between July 1 and Labour Day in each classification of two (2) weeks times the number of employees in the classification. The Employer will attempt to increase this minimum allocation in order to maximize the summer vacation available to those employees. For the period between July 1 and Labour Day, the Employer will grant each Property Services (Maintenance) employee who desires a summer vacation a minimum of two (2) weeks' vacation. Notwithstanding Article 13.02(b), Property Services (Maintenance) employees may not be entitled to receive an unbroken vacation period of more than two (2) weeks and may not receive more than two (2) weeks vacation during the period July 1 to Labour Day. [New 2005, Am. 2012, 2019]

### **13.02**

(d) Upon request, an employee shall be advised by the Employer of the amount of the vacation entitlement remaining as of the date of the request.

(e) Employees in Property Services (Custodial) shall take their vacation between Christmas and New Years, during March Break and during July and August. Notwithstanding the foregoing, normally employees in Property Services (Custodial) shall not take more than one (1) week of vacation or a combination of vacation and time off in lieu of overtime pay during the month of July. Notwithstanding the foregoing, employees may take vacation at other times subject to operational requirements. [Am. 2008, 2012]

(f) Employees will indicate to their supervisor preferred dates for vacation by April 1<sup>st</sup> each year. The Employer will post vacation lists no later than May 31<sup>st</sup> each year. Prior to the schedule being posted, employees, who because of a conflict in scheduling will not be receiving their preferred dates, will be consulted in an effort to agree on alternate dates. Notwithstanding the foregoing provisions for scheduling vacations, the Employer will accept early requests which involve travel up to eighteen (18) months in advance of an employee's requested vacation and shall consider such early requests as set out in Article 13.02(a). [Am. 2019, 2023]

(g) If a conflict arises over the scheduling of vacations between two (2) or more employees, the issue shall be resolved using seniority as the determining factor provided, however, that where an employee takes two (2) or more vacation periods in the vacation year, the employee may only use seniority to determine the issue in the employee's favour once in that vacation year. [Am. 2019]

(h) Employees who do not indicate preferred dates for vacation by April 1<sup>st</sup> each year will be allocated vacation dates on a first come, first served basis and the provision of seniority to resolve conflicts shall not apply unless two (2) or more employees apply at the same time. The Employer shall respond to a request for vacation within seven (7) calendar days and such request shall not be unreasonably denied.

(i) No employee will be required to work during the employee's scheduled vacation. [Am. 2019]

### **13.03 VACATION DURING MARCH BREAK**

Employees in Property Services (Custodial) will indicate to their supervisor by February 1<sup>st</sup> each year if they wish to take vacation during March break. The Employer will confirm March break vacation approvals no later than February 15<sup>th</sup> each year. [Am. 2012, 2019]

### **13.04 VACATION FOR EMPLOYEES WHO CHANGE JOBS**

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

### **13.05 HOLIDAY IN VACATION PERIOD**

When a holiday as specified in this collective agreement falls within an employee's vacation period, the holiday shall not count as a vacation day.

**13.06 VACATION PAY**

Vacation pay shall be paid on the normal pay day.

**13.07 VACATION CARRY OVER**

Any vacation not taken by December 31<sup>st</sup> because of operational requirements, injury, sickness or circumstances beyond the employee's control, shall be carried over and be available to the employee in the next calendar year. Any vacation carried over shall be taken by April 30 of the calendar year to which it was carried over or, if the employee is unable to use the vacation for the reasons listed above, it will be paid out by the second pay in June. [Am. 2008]

**13.08 VACATION POSTPONED DUE TO ILLNESS, BEREAVEMENT OR COMPASSIONATE CARE LEAVE**

(a) The Employer, upon presentation of the appropriate medical documentation may extend, postpone or exchange for sick leave all or any part of an employee's vacation which has been or will be interrupted by injury or illness that has limited the employee's ability to enjoy the employee's vacation. The Employer shall not unreasonably refuse such an extension, postponement or exchange. [New 2005, Am. 2008, 2019]

(b) The Employer, upon presentation of appropriate documentation will extend, postpone or exchange for bereavement leave or compassionate care leave, as the case may be, all or any part of an employee's vacation which has been or will be interrupted by bereavement or compassionate care.

**13.09 PRO-RATING VACATION WHILE ON UNPAID LEAVE**

Employees shall not accumulate vacation for any periods during which they do not receive remuneration directly from the Halifax Regional Centre for Education except for the first thirty (30) days following the expiry of paid sick leave and the first one hundred and twenty (120) days in which they are in receipt of Workers' Compensation benefits. [Am. 2005, 2008, 2019]

**13.10 VACATION ON TERMINATION**

(a) An employee who terminates employment and does not withdraw the resignation pursuant to Article 4.07, or who is terminated for any reason and is not later reinstated or who retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 13.01. [Am. 2019]

(b) An employee who has used more vacation time and who resigns, is dismissed or retires before the end of the calendar year may be subject, at the Employer's discretion, to having any unearned portion of the used vacation recovered.

**ARTICLE 14 - SICKNESS INCOME INSURANCE PROGRAM** [Am.2008]

**14.01 INCOME INSURANCE**

The benefits provided by this Article 14 are meant to protect employees against illness or injury, collectively known as sickness, by providing income and/or benefits, to the extent set out in this collective agreement, during the period that an employee is sick and unable to work at the employee's own position. [New 2008, Am. 2019]

**14.02 SICK LEAVE ACCRUAL AND REDUCTION** [Am.2008]

(a) Each employee shall be entitled to accrue sick leave in the amounts specified in this Article and use the employee's accrued sick leave when, through sickness, the employee is unable to perform the employee's work for the Employer. Employees shall not continue to accrue sick leave while on layoff, on an unpaid leave of absence in excess of one hundred and twenty (120) calendar days, or while the employee has been on Workers' Compensation for a period in excess of one hundred and twenty (120) calendar days. [Am. 2019]

(b) Employees will accrue sick leave credits in accordance with the following formula:  
(1) Permanent full time employees will accrue sick leave monthly at the rate of twenty (20) days per year to a maximum of one hundred and ninety-five (195) days.  
(2) Permanent part time and term employees will be entitled to sick leave on a pro-rata basis relating to the number of hours worked.

(c) Sick days shall be used in the following order:  
(1) the current year's entitlement  
(2) the accrued days.

(d) It is agreed that sick leave credits in existence for each employee in the bargaining unit as of the date of the signing of this collective agreement shall continue and shall be recognized as accrued sick leave.

(e) Sick leave accumulation shall be reduced by the amount of sick leave taken.

(f) Fraudulent application for, or fraudulent use of, sick leave may be grounds for discipline up to and including dismissal by the Employer. [New 2013]

**14.03 NOTICE OF SICK LEAVE CREDITS**

(a) Notification of accumulated sick leave credits shall be forwarded to each employee on the employee's bi-weekly pay stub. [Am. 2008, 2019]

(b) At other times of the year, the Employer shall within ten (10) working days of an electronic or written request being made by an employee or the Union to Human Resource Services, provide detailed information of sick leave credits and/or usage for an individual employee.



#### **14.04 REPORTING ABSENCE AND RETURN**

(a) An employee shall report an absence from work due to sickness to the immediate supervisor as soon as reasonably possible, and, where possible, prior to the commencement of the employee's shift. At this time the employee should, where possible, give an indication to the supervisor as to when the employee will be able to return to work. [Am. 2019]

(b) Before reporting for duty after an absence of three (3) or more working days due to sickness, an employee shall notify the office of the employee's supervisor when the employee will return to work. [Am. 2019]

#### **14.05 MEDICAL CERTIFICATES**

(a) The Employer shall not be entitled to any private or confidential information, including a diagnosis, relating to any employee. The Employer shall keep confidential any private or confidential information of which it becomes aware. [Am.2008]

(b) Notwithstanding Article 14.05(a), the Employer may require a medical certificate including a full description of the employee's abilities and limitations, signed by the appropriate certified medical practitioner, which shall be kept confidential. The parties acknowledge that the determinations above can only be made when the employee's physician or other medical practitioner is apprised of the requirements of the employee's work. [Am.2008]

(c) The Employer shall not unreasonably require a medical certificate or a certificate of fitness. The Employer may, following an assessment of the circumstances in each case, request a medical certificate after an absence of five (5) consecutive working days or if there is a pattern of absenteeism. [Am.2008]

(d) Any return to work recommendation is subject to the approval of the employee's medical doctor in consultation with a medical practitioner; however, where the employee does not seek approval from the employee's medical doctor, the Employer may rely on the approval of the medical practitioner. [New 2008; Am. 2013, 2019]

(e) Except where the Employer has a reasonable concern about an employee's fitness to return to work, the employee will be permitted to return to work pending submission of a medical certificate or certificate of fitness. The Employer will not make its initial request for a medical certificate or certificate of fitness after an employee has already returned to work from an absence due to sickness. Where the Employer has a reasonable concern that an employee who is working may not be fit enough to work it may require the employee to provide a medical certificate or certificate of fitness. [Am. 2008]

(f) Any medical certificate or the completion of any form requested or required by the Employer shall be paid for by the Employer. [New 2012]

**14.06 JOB PROTECTION WHILE SICK [Am.2012]**

(a) When an employee has no sick leave accumulated and is unable to work due to sickness and will not be eligible for LTD benefits or Workers' Compensation benefits, the employee shall retain the right to the employee's own position for thirty (30) calendar days and the Employer will, thirty-one (31) calendar days after the employee has been absent and not in receipt of sick leave benefits, declare that employee's position vacant and may fill it in the normal manner. This shall be deemed not to be a termination of employment and the employee shall retain but not further accumulate benefits, service or seniority under this collective agreement. After thirty (30) such days the employee shall retain the right to apply for any posted position as if the employee were regularly working in the position the employee held prior to the illness, provided that the Employer may require a medical report from the employee's qualified medical doctor to show medical fitness for the position the employee would fill if the employee were the successful applicant. [Am. 2019]

(b) Notwithstanding Article 14.06(a), an employee who is or will be eligible for Workers' Compensation benefits or benefits under a Group Long Term Disability Plan (LTD) shall retain the right to the employee's position for twenty-four (24) months after the first day on which the employee is eligible for LTD benefits. The Employer may fill the employee's position on a temporary basis during this time and any employee temporarily placed in a position shall return to that employee's regular position upon the return of the employee from illness. The Employer, after the expiration of such twenty-four (24) month period may declare the position vacant and fill it in the normal manner. [Am. 2019]

(c) An employee returning to work whose position has been posted pursuant to Article 14.06(b) shall be offered available temporary assignments until such time as the employee posts into a new permanent position pursuant to Article 6. [Am. 2019]

**14.07 BENEFITS ON EXPIRATION OF SICK LEAVE**

Notwithstanding Article 14.06, when an employee's sick leave has expired, the employee may choose to continue enrolment in group benefit plans, subject to the rules of the benefit plans. If the employee chooses to continue in this manner and will not be eligible for long term disability benefits or Workers' Compensation benefits and has no appeal underway, then after thirty (30) working days, payment for all benefits shall be the sole responsibility of the employee. Regardless of the foregoing, in any case the employee will be required to pay for all group benefits after a period of one hundred and twenty (120) days from the expiry of the employee's sick leave unless the employee is in receipt of, or is later awarded, long term disability benefits or Workers' Compensation benefits. [New 2008, Am. 2019]

**14.08 SICK LEAVE ON TERMINATION**

An employee's unused sick leave accumulation shall be cancelled upon termination of employment unless the employee, if dismissed, is reinstated or if the employee resigned and the employee withdraws the resignation pursuant to this collective agreement. [Am. 2012, 2019]

**14.09 ATTENDANCE MANAGEMENT, RETURN TO WORK AND ACCOMMODATION**

The Employer and the Union may cooperate in the implementation of programs pertaining to attendance management, return to work and accommodation. The programs may be discussed at Labour Management Committee. [New 2008]

**14.10 LONG TERM DISABILITY (LTD)**

Employees shall fund a long term disability program which shall provide for income insurance for prolonged absences due to sickness. The Union is presently the policy holder. [New 2008]

**14.11 WORKERS' COMPENSATION**

(a) The Employer shall ensure that all group benefit plans and pension plans in which the employee is normally enrolled are continued pursuant to Article 9 while the employee is entitled to Workers' Compensation benefits.

(b) If an employee is injured on duty and applies for Workers' Compensation and is denied, the employee may use sick leave, including where the absence is for two (2) days or less. [Am. 2019]

(c) Where permitted by the *Workers' Compensation Act* and where it will not adversely affect the compensation to be paid to an employee, the Employer shall supplement the employee's pay to eighty-five percent (85%) of the net pay of the employee as calculated in accordance with the *Workers' Compensation Act* by deducting earned sick leave in proportion to the supplement paid to the extent the employee had sick leave available on the effective date of the WCB claim. This supplement will expire when an employee has no sick leave remaining. An employee who does not have sick leave will not receive this supplement. The Employer shall pay sick leave pay and deduct the time from the employee's sick leave credits for the first two (2) days following a compensable injury. [New 2008; Am 2012, 2013]

(d) The Employer shall continue to pay employees through the Employer's payroll system, all amounts approved by the Workers' Compensation Board together with any supplemental payment in accordance with Article 14.11(c) above. The employee shall provide the Employer and the Workers' Compensation Board with authorization to have Workers' Compensation benefits made payable to the Employer. [New 2008]

(e) The Employer shall, upon being advised of the approval of a WCB claim, forthwith notify the pension plan. [New 2008]

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01 BEREAVEMENT LEAVE**

(a) For the purposes of this Article, "immediate family" is defined as the employee's spouse (including common-law spouse and same sex spouse), parents, legal guardian, brothers, sisters, children (including any child for which the employee is appointed legal guardian), grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step parents, step children, foster parents and foster children. [Am. 2008, 2019]

(b) When a death occurs in the employee's immediate family, the employee shall be entitled to bereavement leave of five (5) working days with pay and fifteen (15) calendar days without pay immediately following the death of the immediate family member.

(c) An employee shall be entitled to use vacation, time off in lieu of accumulated overtime, personal leave or other accumulated leave to a maximum of three (3) working days to attend the funeral of a close friend or relative for which bereavement leave is not otherwise provided in this Article. [Am. 2008]

**15.02 COMPASSIONATE CARE LEAVE**

(a) An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support to a family member 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 (26) weeks from: [Am. 2019]

- (1) the date the certificate is issued; or
- (2) where the leave was begun before the certificate was issued, the day the leave was begun.

(b) For the purposes of this Article 15.02 family member, in relation to an employee, means:

- (1) a spouse or common-law partner of the employee;
- (2) a child of the Employee or a child of the employee's spouse or common-law partner;

and

- (3) a parent or grandparent of the employee or a spouse or common-law partner of the parent or grandparent.

**15.03 UNION LEAVE**

(a) The Union, upon notice to the Employer, shall, subject to the operational needs and requirements of the Employer, be entitled to take employees off the job on leave with pay to conduct Union business. The Union's total entitlement pursuant to this Article 15.03(a) is thirty (30) working days per year. Prior to using such leave the Union will normally provide forty-eight (48) hours notice to the employee's immediate supervisor. [Am. 2008, 2019]

**15.03**

(b) On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer to employees when they are delegated by the Union to attend to Union business, provided that the Employer shall continue the employees' wages and benefits as if they were at work and shall bill the Union for the employees' wages and benefits. The Union shall reimburse the Employer within thirty (30) calendar days. [Am. 2019]

(c) On reasonable notice, special leave without pay shall be granted, subject to the operations needs and requirements of the Employer, to an employee who is elected or selected for a full-time position with the Union or for any organization with which the Union is affiliated, for as long as the employee remains in the position, provided that the Employer shall continue the employee's wages and benefits as if the employee was at work and shall bill the Union for the employee's wages and benefits which are not claimed by the Union pursuant to Article 15.03(a). The Union shall reimburse the Employer within thirty (30) calendar days. An employee on such leave shall report to work within four (4) weeks of the termination of the employee's Union position. [Am. 2019]

(d) All seniority and service shall continue to accrue while an employee is on Union leave and an employee on Union leave shall be entitled to all rights and privileges provided by this collective agreement.

(e) Requests for Union leave shall, whenever possible, be made in writing at least one (1) week in advance with a copy to Human Resource Services and such requests shall not be unreasonably refused.

(f) Where the Employer intends to bill the Union pursuant to this Article 15.03, it shall submit its bill to the Union within ninety (90) calendar days of such leave having been taken.

**15.04 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION**

Any employee covered by this collective agreement who is required to attend any meetings for the processing of grievances, arbitration or mediation proceedings on behalf of the Union or meetings of joint concern to the Union and the Employer shall be granted a leave of absence with pay to attend to such Union business if it occurs during the employee's normal working hours. Notwithstanding the foregoing, an employee who works evenings who is required to attend such meetings prior to noon will be granted the evening shift off with pay, where the meeting or proceeding exceeds three hours in length. [Am. 2005, 2019]

**15.05 LEAVE FOR NEGOTIATIONS**

The Union Negotiating Committee may include, at the Union's option, up to five (5) employees who are members of the bargaining unit and any other representatives chosen by the Union. Employees on the Union's Negotiating Committee shall not suffer any loss of pay or other benefits for time lost from work because of negotiating or conciliation meetings but shall not be eligible for overtime payment for time spent in such meetings which are conducted in other than regular working hours.

**15.06 LEAVE FOR POLITICAL PARTICIPATION**

(a) On the written request of the employee, the Employer shall not unreasonably refuse to grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections.

(b) If an employee is elected in a Federal or Provincial election, the employee shall take an unpaid leave of absence for the term of office. If an employee is elected in a Municipal or School Board election, unpaid leaves of absence may be granted in accordance with this collective agreement or in accordance with Employer policy. [Am. 2019]

(c) An employee on leave for political participation may choose to continue enrollment in group benefits and the pension plan, subject to the rules of the benefit and pension plans. If the employee chooses to continue in this manner, the employee shall be responsible for paying all required contributions to the benefit and pension plans. [Am. 2019]

(d) An employee on leave for political participation shall continue to accrue seniority and service for the first ninety (90) calendar days on leave following which the employee shall retain but not further accrue seniority and service provided that if the employee chooses to continue pension contributions pensionable service shall continue to accrue. [Am. 2019]

**15.07 LEAVE FOR JURY DUTY**

The Employer shall grant leave of absence with pay for any employee required to appear for jury selection or to serve on a jury and the employee shall produce proof satisfactory to the Employer of attendance for and participation in jury selection or service on a jury. [Am. 2012]

**15.08 LEAVE FOR WITNESS DUTY**

(a) The Employer shall grant leave of absence with pay for any employee subpoenaed, summonsed or required to appear:

- (1) on behalf of the Employer; or
- (2) in any proceeding in which the employee is called upon to testify in her/his role as an employee of the Employer.

(b) An employee who is subpoenaed, summonsed or required to appear before a criminal prosecution, civil proceeding, coroner's inquest, government body, public inquiry or other like proceeding but which does not in any way involve the employee's employment with the Employer shall be granted leave to attend such proceeding and shall be entitled to use, to the extent that the employee has such entitlements available, vacation, time off in lieu of accumulated overtime, personal leave, or other accumulated leave. [Am. 2019]

**15.09 LEAVE FOR EDUCATION, TRAINING OR CONFERENCES**

(a) The Employer may authorize or require employee attendance at conferences, seminars, workshops, or other training functions of a similar nature that are intended to improve or upgrade the employee's job skills. If an employee is authorized, but not required, to attend the employee shall suffer no loss of wages or benefits for any time during the employee's regular working hours, however, the Employer shall not be required to pay for hours outside regular working hours. If an employee is required to attend, either directly by the Employer or because it is necessary to retain employment in the employee's job, all time shall be paid at the applicable straight time rate or overtime rate, as the case may be.

(b) The Employer shall grant a leave of absence with pay for attendance at an approved educational program which is accepted by the Employer as required for the employee to obtain certification to maintain the employee's employment status. The Employer shall pay all costs and expenses associated with the educational program. The Employer may request proof of registration and/or successful completion of the program. [Am. 2008, 2019]

(c) An employee shall be entitled to leave of absence with pay and without loss of seniority and service to write examinations to upgrade employment qualifications if prior approval to take the course was granted by the Employer.

(d) The Employer shall pay all costs associated with training and courses which the Employer requires an employee to take or which are required as a condition of continued employment in the employee's job. These costs include, but are not limited to, registration, tuition, books and materials, travel and accommodation and meals where those costs are incurred as a result of enrolling in the training or course. [Am. 2008]

(e) While an employee is on an approved educational leave, the Employer and the employee shall continue to pay their respective contributions to and maintain coverage of all benefit and pension plans in which the employee was enrolled prior to the leave. Seniority and service shall continue to accrue during the period of leave.

(f) Time on leave of absence for educational leave pursuant to Article 15.09 shall be deemed to be continuous employment for all purposes and, upon return to work, the employee shall be assigned to her/his former position

**15.10 PERSONAL LEAVE**

(a) For the purposes of this Article 15.10, "immediate family" is defined as spouse (including common-law spouse and same sex spouse), parents, legal guardian, brothers, sisters, children (including any child for which the employee is appointed legal guardian), grandparents, grandchildren, in-laws, step relations and foster relations.

**15.10**

(b) Each employee is entitled to personal leave with pay in the amount of three (3) working days in each calendar year without loss of seniority or service. Personal leave may be used for the following:

- (1) medical, dental, legal, banking or similar appointments of the employee or a member of the employee's immediate family which the employee cannot reasonably schedule outside the employee's hours of work; [Am. 2019]
- (2) to enable an employee to care for a member of the employee's immediate family who may be seriously ill;
- (3) to enable an employee to attend a graduation of a member of the employee's immediate family;
- (4) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstances;
- (5) to attend at the funeral of a deceased who is not a member of the immediate family or the employee; or
- (6) such other reasons as the Employer, in its discretion, may determine to be appropriate.

(c) Part time employees shall be entitled to personal leave pro-rated on their regular hours of work at the time of the leave. [New 2008]

**15.11 UNPAID LEAVE**

(a) When working conditions permit, employees may receive up to an additional thirty (30) days leave of absence without pay per year. The Employer may, in its sole discretion, grant an extended unpaid leave of absence for up to and including twelve (12) months.

(b) Notwithstanding the foregoing, an unpaid leave of absence up to a maximum of twelve (12) months will be granted to an employee to attend an education program to which the employee has been accepted whether or not the education program is related to the employee's job. Where an employee accepted into an education program, whether or not the education program is related to the employee's job, requests a reduction in working hours for the period of the education program, the Employer, the Union and the employee will make reasonable efforts to enter into an agreement that will accommodate such a reduction in working hours. [Am. 2019]

(c) While an employee is on an unpaid leave of absence granted by the Employer the employee may choose to continue enrollment in group benefit and pension plans, subject to the rules of the benefit and pension plans. If the employee chooses to continue in this manner payment for all benefits shall be the sole responsibility of the employee. [Am. 2008, 2019]

**15.12 RETURN FROM LEAVE**

An employee granted a leave of absence of more than six (6) months shall give the Employer at least four (4) weeks' written notice of the date of return.



**ARTICLE 16 - PREGNANCY LEAVE AND PARENTAL LEAVE**

**16.01 PREGNANCY LEAVE**

Pregnancy leave shall be granted in the following manner:

- (1) An unpaid pregnancy leave of seventeen (17) weeks will be granted.
- (2) An employee shall, not later than the fifth (5th) month of pregnancy, forward to the Employer, a written request for pregnancy leave.
- (3) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of the delivery.
- (4) The 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.
- (5) 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.
- (6) The employee will provide the Employer as much advance notice as reasonably practicable of the commencement of her leave or her return to work.
- (7) The Employer may require that an employee begin a leave of absence earlier than the time set out herein if the employee cannot reasonably perform her duties or if the employee's work is materially affected by her pregnancy.

**16.02 PARENTAL LEAVE FOR BIRTH PARENTS**

(a) An employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to sixty-one (61) weeks, upon giving the Employer four (4) weeks' notice of the date that the employee will begin the leave and the date the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer. [Am. 2005, 2019]

(b) Where notice as required in Article 16.02(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) An employee may begin parental leave any time following the birth of a child provided that the leave shall end no later than at the end of the number of weeks provided pursuant to Article 16.02 (a).

**16.03 PARENTAL LEAVE FOR ADOPTIVE PARENTS**

An employee who becomes a parent of one or more children through the placement of a child or children in the care of the employee for the purpose of adoption of the child or children, which is supported by proof of legal adoption, is entitled to an unpaid leave of absence of up to sixty-one (61) weeks. This leave: [Am. 2008, 2019]

- (1) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
- (2) shall end not later than at the end of sixty-one (61) weeks after the leave began.[Am. 2005, 2019]

#### **16.04 RESUMPTION OF WORK FOLLOWING PREGNANCY OR PARENTAL LEAVE**

(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 (1) week, the employee is entitled to return to and resume work and defer the unused portion of the 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 16.01, 16.02 and 16.03, the employee shall resume work in the same position the employee held prior to the commencement of the leave pursuant to Articles 16.01, 16.02 or 16.03, except where, during the course of the leave the employee has been a successful applicant for another position, in which case the employee shall return to that position. If the former position no longer exists, the employee shall be placed in a comparable position with not less than the same wages and benefits of the former position. An employee returning from leave permitted by Articles 16.01, 16.02 and 16.03 shall not displace an employee with greater seniority. [Am. 2019]

(c) An employee on pregnancy or parental leave 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. [Am. 2019]

(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.

#### **16.05 SUPPLEMENTARY EMPLOYMENT BENEFITS**

If an employee on pregnancy leave or parental leave for adoptive parents is in receipt of benefits under the terms of the *Employment Insurance Act*, the Employer shall pay to the employee a Supplementary Employment Benefit for a maximum of seventeen (17) weeks. The Employer agrees to top-up Employment Insurance payments according to the following schedule:

(1) the waiting period shall be paid at the rate of seventy-five percent (75%) from the Employer; [Am. 2019]

(2) the remaining weeks shall be shared by Employment Insurance and the Employer up to ninety-three percent (93%) to a maximum of seventeen (17) weeks combined; [Am. 2019]

(3) the employee's portion of the pension contribution shall, for the period of leave, be paid by the Employer and deducted from the amount the Employer is paying the employee as top-up.

#### **16.06 PATERNITY LEAVE**

Where an employee's spouse or partner, including common-law or same-sex spouse, gives birth to a child, the employee shall be entitled to two (2) working days leave of absence with pay which may be taken, at the option of the employee, at any time commencing as early as the date of hospitalization or delivery and ending on the sixth day after the child arrives home. [Am. 2005]

**ARTICLE 17 - DEFERRED SALARY LEAVE**

**17.01 PURPOSE AND ELIGIBILITY**

(a) The Deferred Salary Leave Plan will provide employees the opportunity of taking six (6) months to twelve (12) months leave of absence and, through deferral of salary, financing that leave. [Am. 2019]

(b) Any employee who is a permanent employee is eligible to participate in the plan but no employee may take deferred salary leave until completion of three (3) years of employment. [Am. 2019]

**17.02 APPLICATION**

(a) An employee wishing to take a deferred salary leave shall make written application in a form as agreed to between the Union and the Employer, at least four (4) months prior to the pay date on which the employee wishes the salary deferral to commence. The original of the application shall be forwarded to Corporate Services and a copy shall be delivered to the Union. Provisions of the deferred salary leave plan contract may be amended by agreement of the Employer and the member. [Am. 2019]

(b) Written acceptance or denial of the application shall be forwarded to the applicant employee with a copy to the Union, within forty-five (45) calendar days of receipt of the application. Permission for an employee to participate in the deferred salary leave plan shall not be unreasonably denied. [Am. 2019]

(c) Where two (2) or more employees make application and would be on leave during the same period, and such leave cannot be granted for all of those applying, preference shall be given to the employee who applied first. Where two (2) or more employees submitted applications at the same time, preference shall be given to the employee(s) with the most seniority. [Am. 2019]

**17.03 "PRESCRIBED" PLAN UNDER INCOME TAX ACT**

An employee who wishes to take deferred salary leave that is a "prescribed" salary leave plan pursuant to the Income Tax Act must indicate that in the initial application to Corporate Services and ensure that the proposal meets all the requirements for a "prescribed" plan. Without limiting the foregoing, a "prescribed" plan must include the following terms: [Am. 2019]

- (1) The leave must be taken no later than six (6) years after the salary deferral began.
- (2) The employee must not receive any salary or wages from the Employer during the period of leave, other than the deferral amount and any benefits the Employer pays in accordance with this Article.
- (3) The employee must return to regular employment after the leave period for a period of no less than the period of the leave. [Am. 2019]
- (4) A withdrawal from the plan may only be for reasons of financial hardship or termination of employment and all money deferred must be paid within a reasonable time and reported on a T4.

**17.04 AMOUNT OF DEFERRAL**

(a) In each year of deferred salary, the Employer shall pay the employee a reduced amount on each pay in accordance with the employee's instructions in the application. The remaining portion of the employee's salary shall be paid, in trust, to a recognized financial institution designated by the employee. Once the deferred portion of the salary has been paid to the designated financial institution, responsibility for the administration and investment of the deferred portion shall be the sole responsibility of the employee.

(b) Interest earned on the deferred amount must be paid to the employees each year.

(c) All deferred amounts must be paid to the employee no later than the end of the first taxation year that begins after the end of the deferral period.

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

**17.05 BENEFITS DEDUCTIONS DURING DEFERRAL**

During the period the employee's salary is deferred, all deductions, including benefits, pensions and Union dues, shall continue to be based on the salary the employee would have been earning were the employee not deferring salary and the employee and the Employer shall continue to make their respective payments accordingly. [Am. 2019]

**17.06 WITHDRAWAL FROM PLAN**

An employee who has commenced deferring salary may withdraw from the plan at any time prior to the commencement of leave by giving written notice of withdrawal delivered to Corporate Services with a copy to the Union. [Am. 2019]

**17.07 TIME FOR LEAVE**

The employee's leave pursuant to this Article 17 shall commence on either September 1st or January 1st. [Am. 2019]

**17.08 BENEFITS WHILE ON LEAVE**

(a) Payment for all benefits while the employee is on leave shall be the sole responsibility of the employee. An employee on leave shall continue to accrue seniority and service. Payment in an amount sufficient to cover the premium cost of all benefits during the leave of absence will be automatically deducted from the employee's pay. [Am. 2008, 2012, 2019]

(b) Sick leave and vacation shall not accumulate and cannot be used during the period the employee is on leave. [Am. 2012, 2019]

(c) The period of leave shall be considered as a period of pensionable service if the pension plan allows.

**17.09            RETURN TO WORK**

Upon return from leave, the employee shall be placed in the same position the employee held prior to the leave unless, during the leave, the employee was the successful applicant for another position in which case the employee shall be placed in the new position. If the employee's former position no longer exists the employee shall be governed by the appropriate provisions of this collective agreement. [Am. 2019]

## **ARTICLE 18 - HEALTH AND SAFETY**

### **18.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION**

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

(b) The Employer agrees to be bound by the provisions of the *Occupational Health and Safety Act*. The *Occupational Health and Safety Act*, its regulations and guidelines shall constitute a minimum standard of protection for employees covered by this collective agreement.

### **18.02 REPORTING**

It shall be the duty of all employees to report immediately to their immediate supervisor any unsafe working conditions. When such a report is made, the supervisor, who is responsible for maintaining a safe working environment in the area, shall investigate the matter in an attempt to resolve the situation. [Am. 2019]

### **18.03 RIGHT OF REFUSAL**

The right of refusal pursuant to section to the *Occupational Health and Safety Act*, as set out herein, shall apply to an employee's right to refuse work unless other legislation or this collective agreement provide increased protection to an employee:

- 43 (1) *Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until*
- (a) the employer has taken remedial action to the satisfaction of the employee;*
  - (b) the committee, if any, has investigated the matter and unanimously advised the employee to return to work; or*
  - (c) an officer has investigated the matter and has advised the employee to return to work.*
- 43 (2) *Where an employee exercises the employee's right to refuse to work pursuant to subsection (1), the employee shall*
- (a) immediately report it to a supervisor;*
  - (b) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and*
  - (c) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to clauses (a) and (b), report it to the Division.*

**18.03**

- 43 (3) *At the option of the employee, the employee who refuses to do any act pursuant to subsection (1) may accompany an officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.*
- 43 (4) *Notwithstanding subsection 50(8), an employee who accompanies an officer, the committee or a representative, as provided in subsection (3), shall be compensated in accordance with subsection (7), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.*
- 43 (5) *Subject to any applicable collective agreement, and subsection (3), where an employee refuses to do work pursuant to subsection (1), the employer may reassign the employee to other work and the employee shall accept the reassignment until the employee is able to return to work pursuant to subsection (1).*
- 43 (6) *Where an employee is reassigned to other work pursuant to subsection (5), the employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.*
- 43 (7) *Where an employee has refused to work pursuant to subsection (1) and has not been reassigned to other work pursuant to subsection (5), the employer shall, until clause (1)(a), (b) or (c) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.*
- 43 (8) *A reassignment of work pursuant to subsection (5) is not discriminatory action pursuant to Section 45.*
- 43 (9) *An employee may not, pursuant to this Section, refuse to use or operate a machine or thing or to work in a place where*  
*(a) the refusal puts the life, health or safety of another person directly in danger; or*  
*(b) the danger referred to in subsection (1) is inherent in the work of the employee.*
- (44) *Where an employee exercises the employee's right to refuse to work pursuant to subsection 43(1), no employee shall be assigned to do that work until the matter has been dealt with under that subsection, unless the employee to be so assigned has been advised of*  
*(a) the refusal by another employee;*  
*(b) the reason for the refusal; and*  
*(c) the employee's rights pursuant to Section 43.*

[Am. 2019]

**18.04 DEEMED DANGER**

The right of refusal as contained in the Article 18.03 shall apply in the following situations:

- (1) If any employee may be exposed to radiation which exceeds any safety level set by the Government of Canada or the Province of Nova Scotia.
- (2) If any employee may be exposed to airborne asbestos fiber counts beyond safety levels set by the Province of Nova Scotia for Employees who are not hired to work in an asbestos environment and the Employee is not wearing suitable protective gear.
- (3) If any employee must enter a trench or hole that does not comply with the safety standards set by the Province of Nova Scotia.



**ARTICLE 19 - LABOUR MANAGEMENT COMMITTEE**

**19.01 ESTABLISHMENT**

There shall be a Labour Management Committee to deal with issues that arise from the administration of this collective agreement. The committee will be made up of five (5) representatives of the Union and five (5) representatives of the Employer. One of the Employer representatives shall be the Director of Operations Services or designate. One of the Union representatives shall be the Business Agent or designate. The parties may appoint alternates to their members and the alternate may act as the representative in the absence or unavailability of the regular member. [Am.2023]

**19.02 OCCUPATIONAL HEALTH & SAFETY STANDING ITEM ON AGENDA**

Occupational Health & Safety shall be a standing item on the agenda of the Labour Management Committee. [Am.2023]

**19.03 MEETINGS**

(a) The Labour Management Committee shall meet quarterly provided that, by mutual agreement any Labour Management Committee meeting may be cancelled, postponed or adjourned. [Am.2023]

(b) A Labour Management Committee meeting may be scheduled or called by mutual agreement to deal with urgent matters.

(c) The Employer and the Union shall each appoint a Chairperson of the Labour Management Committee and the chairing of Labour Management Committee meetings shall alternate between the Chairpersons as determined by the Labour Management Committee.

(d) The members of the Labour Management Committee shall receive a notice and agenda of the meeting within at least twenty-four (24) hours of the meeting. The agenda shall contain a section for new business. Minutes of each meeting of the committee will be prepared by the Chairperson and distributed to members of the committee within two (2) weeks following the meeting and copies shall be sent to the Union and to Human Resource Services. [Am. 2019]

(e) Each Union member of the Labour Management Committee shall receive the employee's regular pay if the Labour Management Committee meets during the employee's regularly scheduled hours of work. However, an employee shall not receive compensation for attendance at any part of a Labour Management Committee meeting which falls outside the employee's regularly scheduled hours of work. [Am. 2019]

**19.04 JURISDICTION**

The Labour Management Committee shall not have jurisdiction over matters relating to collective bargaining or grievances. The Labour Management Committee may make recommendations to, but not binding upon, the Union and to the Employer. [Am. 2019]

## **ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **20.01 GRIEVANCE DEFINED**

Where an employee or a group of employees, 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. [Am. 2005]

### **20.02 EMPLOYEE, GROUP, UNION AND EMPLOYER GRIEVANCE**

(a) **Employee Grievance:** An employee may file a grievance in the manner set out in this Article 20. Once a grievance has been filed by or with respect to an employee, no representative of the Employer will discuss the matter or anything touching on the matter with the employee unless a designated Union representative is present.

(b) **Group Grievance:** If more than one (1) employee has the same or similar complaint, those employees may submit a single grievance containing all of their names and complaints.

(c) **Union Grievance:** A Union grievance will be submitted at Step 2 of the grievance procedure. A Union grievance is a grievance of general application or interpretation or one that applies to all of the employees within Property Services (Custodial) or within Property Services (Maintenance). A Union grievance will not be used to bypass the regular grievance procedure provided for individual employees. [Am. 2012]

(d) **Employer Grievance:** The Employer may submit a grievance against the Union by providing the details of its complaint to the President of the Nova Scotia Union of Public Employees, Local 2 and sending a copy to the Union's Business Agent within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof. If satisfaction is not obtained within five (5) working days the Employer may refer the dispute to arbitration.

### **20.03 SUSPENSION OR DISMISSAL GRIEVANCE**

A grievance arising from a dismissal or suspension may be filed at Step 2 of the grievance procedure within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof. If satisfaction is not obtained within ten (10) working days the Union may refer the dispute in accordance with Step 3.

### **20.04 GRIEVANCE PROCEDURE**

(a) **Informal:** An employee, either individually or through the Union representative, may, within ten (10) days of the date of the occurrence which could become the matter of a grievance, or knowledge thereof, bring the incident to the attention of the immediate supervisor, verbally. This meeting shall include the supervisor and the employee and, if the employee requests, a Union representative. The immediate supervisor shall respond verbally within ten (10) days of being so advised. [Am. 2019]

**20.04**

(b) **STEP 1:** An employee may file a grievance with the Coordinator or, in the Coordinator's absence, with a replacement or superior, in writing, either individually or through the Union representative. Such grievance shall be submitted within fifteen (15) working days of the date of occurrence, cause thereof or knowledge thereof. The person with whom the grievance is made at Step 1 shall have ten (10) working days after the grievance is made to respond. [Am. 2019, 2023]

(c) **STEP 2:** If satisfaction is not obtained at Step 1, the Union may refer the matter, in writing, to the Director of Operations or, in the Director's absence, a replacement or superior, within a further period of ten (10) working days with a copy to Human Resource Services. Within five (5) working days of the referral to the Director of Operations either party may request a meeting to discuss the grievance. Such a request shall not be unreasonably denied. The meeting shall be held within ten (10) working days unless an extension is mutually agreed. A meeting may be held in person or by video conference. The Employer and the Union may each have up to three (3) representatives at the meeting. The employee(s) affected shall be entitled to attend the meeting. The Employer shall, within ten (10) working days of the referral, respond in writing except if a meeting is held the Employer shall respond within ten (10) working days of the meeting. [Am. 2019, 2023]

(d) **STEP 3:** If satisfaction is not obtained at Step 2 the Union may refer the matter to arbitration by notice to Human Resource Services, within fifteen (15) working days of receipt of the Employer's response. [Am. 2005, 2023]

**20.05 DELIVERY AND OMISSION OR EXTENSION OF STEPS**

(a) Grievances shall be made by fax, certified mail, e-mail or personally delivered to the other party. [Am. 2012]

(b) Any Step of the grievance procedure may be omitted by the mutual agreement, in writing, of both parties.

(c) Any time limit fixed in both the grievance and arbitration procedures may be extended by mutual agreement, in writing, of both parties.

(d) 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.

**20.06 REFERRAL TO ARBITRATION**

(a) The Union or Employer, when submitting a grievance to arbitration in accordance with Step 3, shall name at least one (1) nominee to act as sole arbitrator.

(b) Within five (5) working days after receiving such notice the Employer shall agree to one (1) of the Union's nominees for sole Arbitrator or name at least one (1) nominee to act as sole Arbitrator and notify the Union, in writing through the Business Agent or designate. [Am. 2019]

**20.06**

(c) If either party fails to name a nominee as sole Arbitrator or if the parties cannot agree on a nominee for sole Arbitrator, either party may request that the Minister of Labour for Nova Scotia appoint a sole Arbitrator or may serve notice in writing to the other party that it intends to proceed by way of a three (3) person Arbitration Board and shall name its nominee to the Arbitration Board and the other party shall, within five (5) working days, notify the first party, in writing, of the name of its nominee. If either party fails to name a nominee to the Arbitration Board the other party may serve notice in writing that it intends to request the Minister of Labour for Nova Scotia to name that party's nominee and at the same time may make such request to the Minister.

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

**20.07 POWERS OF ARBITRATOR**

(a) 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 Employer, the Union and the grievor.

(b) An Arbitration Board or sole Arbitrator shall have the power and authority to interpret this collective agreement and make decisions and awards with regard to the matter submitted and also to decrease, increase, eliminate or otherwise modify penalties in regard to discipline or dismissals.

(c) An Arbitration Board or sole Arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with the provisions of this collective agreement.

**20.08 COSTS OF ARBITRATION**

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

**20.09 GRIEVANCE TO BE DETERMINED ON MERITS**

(a) Failure by the party responding to a complaint or grievance to follow the procedure or meet the time limits shall permit the party pursuing the complaint or grievance to move it to the next Step but shall not cause the grievance to be lost.

(b) Notwithstanding the time limits set out herein, the parties agree that complaints and grievances should be determined on their merits and no grievance shall be defeated or dismissed on a technicality, including a missed time limit so long as the action to be taken is taken within a reasonable time under the circumstances. [Am. 2012]

**ARTICLE 21 – TERM EMPLOYEES**

**21.01 TERM EMPLOYEES AND TERM POSITIONS**

Term employees and term position are as defined in Article 1.01. This Article does not change how or when the Employer is obliged to create a term position, which is determined in accordance with Article 6. [New 2005]

**21.02 MEMBERS OF BARGAINING UNIT**

Term employees are members of the bargaining unit and have the rights and benefits of this collective agreement except as limited by this Article. [New 2005]

**21.03 SENIORITY FOR TERM EMPLOYEES**

Term employees do not gain seniority. They are not placed on the seniority list until they become permanent employees, at which time their seniority will commence in accordance with Article 5.01(b). Employees who, prior to the ratification of this collective agreement, had their seniority calculated pursuant to a previous method shall not have their seniority changed because of this provision. [New 2005, Am. 2019, 2023]

**21.04 FILLING VACANCIES**

In filling the vacancies within the bargaining unit the Employer will not give preference to term employees over permanent employees, either part time or full time. When choosing between or among term and casual employees, the Employer will choose the employee with the longest period of employment with the Employer based on first date worked in a bargaining unit position. [New 2005, Am. 2019, 2023]

**21.05 NO TRIAL PERIOD**

A term employee does not have access to Article 6.07 – Trial Period. [New 2005, Am. 2019]

**21.06 NO PERSONAL LEAVE**

A term employee is not entitled to personal leave pursuant to Article 15.10. [New 2005]

**21.07 EXTRA HOURS**

A term employee shall only be entitled to extra hours at other locations if able to complete the regularly assigned shifts. [New 2008, Am. 2019]

**21.08 RATE OF PAY**

Term employees will receive 100 percent (100%) of the applicable rate of pay. [New 2008, Am.2023]

**21.09 TERM EMPLOYEES – LAYOFF** [Am.2008, 2023]

Lay-off does not apply to term positions or term employees because these are positions which are known to end and employees know their employment will end when the term position ends. Term employees, therefore, are not entitled to the rights and benefits of Article 7.06 to 7.12 inclusive. [New 2005]

**21.10 BENEFITS FOR TERM EMPLOYEES**

The employment of a term employee will be suspended immediately for the period set out in Article 21.09(c) upon the expiration of the term position for any reason, and:

- (1) Medical and dental benefits will end;
  - (2) Sick leave entitlement will be frozen pending the return of the term employee into a new term or permanent position with the Employer within the period set out in Article 21.09(c);
  - (3) Vacation entitlement will be frozen pending the employee's return to a new term or permanent position within the Employer. Outstanding vacation for such a former employee as of December 31 will be paid out.
- [New 2005/Am.2008]

**21.11 TERMINATION BY CHOICE**

When the employment of a term employee ends as a result of departure from the Employer by choice the Employer has no obligation of any kind to that individual. [New 2005, Am. 2019]

**21.12 WORKING IN CASUAL POSITION**

When a former term employee works in a casual position, the employee will be treated as a casual employee, except as stated in this Article 21. [New 2005, Am. 2012, 2019]

**ARTICLE 22 – CASUAL EMPLOYEES** [New 2012]

**22.01 CASUAL EMPLOYEES**

Casual employees are defined in Article 1.01. (New 2012)

**22.02 TERMS AND CONDITIONS OF EMPLOYMENT** [New 2012]

The collective agreement shall apply to casual employees except as limited by this Article. The following provisions of the collective agreement shall not apply to casuals or shall apply only to the extent noted:

- 1.01 (v) “Service”- A casual employee shall not earn service with the Employer while working as a casual employee.
- 2.03 - A casual employee shall not accumulate seniority for the purpose of Article 2.03. [Am. 2013]
- 5 - Casual Employees do not accumulate seniority for the purpose of Article 5 and shall not be included on the seniority list. [Am. 2013]
- 6.03 – Casual employees are hired pursuant to Article 22.03. [Am. 2013]
- 6.06 – A casual employee shall not be subject to a probationary period and may be dismissed if the casual employee has not performed to reasonable standards. [Am. 2019]
- 6.07 – A casual employee shall not have access to a trial period.
- 7.11 to 7.12 – A casual employee shall not have access to the technological change provisions.
- 8.01 (a) – The pay rate for casual employees shall be ninety percent (90%) of the wage rate for the job as set out in Appendix “A”.
- 8.08 – The Employer is not required to pay for a certificate or license required for the job, for a casual employee.
- 9 – Article 9 does not apply.
- 10 – Article 10 does not apply; the work hours are assigned by the Employer.
- 11 – Casual employees shall not normally work overtime. No casual employee will be offered overtime work if there is a permanent employee available to work. The provisions of Article 11 shall not normally apply except if a casual employee works overtime the casual employee shall be paid time and one-half (1.5x) the employee’s straight time rate for all hours in excess of eighty (80) hours per pay period and shall be paid a meal allowance in accordance with 11.05. [Am. 2019]
- 12- Casual employees shall receive holiday pay in accordance with the terms of the Nova Scotia *Labour Standards Code*.
- 13 – Casual employee shall be entitled to vacation and vacation pay in accordance with the Nova Scotia *Labour Standards Code* except that the casual employee may elect to take the vacation pay on every pay or may bank it and draw it out at any time.
- 14 – Casual employees are not entitled to the provisions of the Sickness Income Insurance Program.
- 15.01 – Casual employees are entitled to unpaid bereavement leave in the amounts provided by 15.01 provided the leave is continuous and is taken at the time of the death or the time of the funeral.
- 15.07 – Casual employees are entitled to leave without pay for jury selection or jury duty.
- 15.08 – Casual employees are entitled to unpaid leave for the reasons set out in 15.08.
- 15.10 – Casual employees are entitled to the personal leave described but it shall be unpaid leave.



**22.02**

- 15. 11(b) - Granting leave pursuant to this provision shall be at the Employer's discretion.
- 16 – Pregnancy and parental leave for casual employees shall be governed by the Nova Scotia *Labour Standards Code*.
- 17 – The Deferred Salary Leave program is not available to casual employees.
- 21 – Article 21 is specific to Term Employees and does not apply to casual employees.
- 23.02 – Does not apply.

**22.03 HIRING TO TERM AND PERMANENT POSITIONS**

In filling vacancies within the bargaining unit the Employer will not give preference to casual employees over permanent employees, either part time or full time, regardless of the date of hire of the casual employee. When choosing between or among casual and term employees, the Employer will choose the employee with the longest period of employment with the Employer based on the first date worked in a bargaining unit position where the Employer determines that the employee has performed to reasonable standards. [New 2013, Am. 2023]

**22.04 REASONS**

Where a vacancy is filled in accordance with Article 22.03, the Employer shall, where requested by the employee who is not the successful applicant but who has had a longer period of employment with the Employer than the successful applicant, provide the employee with the specific reason(s) why the employee was unsuccessful. [New 2013, Am. 2019]

**ARTICLE 23 – TERM OF AGREEMENT, AMENDMENTS**

**23.01 EFFECTIVE DATES**

The term of this collective agreement shall be from April 1, 2021 to March 31, 2024. [Am. 2008, 2012, 2013, 2019, 2023]

**23.02 RETROACTIVITY**

(a) All provisions of the collective agreement will take effect upon ratification by the parties with the exception of pay increases pursuant to Appendix “A” which will be retroactive to April 1, 2021. The Employer will make all reasonable efforts to process the wages in Appendix “A”, including wage increases and retroactive payments, as soon as possible following ratification. The Employer commits to provide the Union with an anticipated timeline for processing such changes. [Am. 2008, 2012, 2013, 2019, 2023]

(b) No grievance will be initiated in regard to any events or circumstances which occurred during the period April 1, 2021 to the time of approval by the parties of this collective agreement, which is based on anything in his collective agreement which was changed from or added to the last collective agreement between the parties which would not have provided grounds for a grievance under the last collective agreement except employees and the Union retain the right to grieve any matter related to the wage rates established by this collective agreement back to April 1, 2021. [Am. 2008, 2012, 2013, 2019, 2023]

**23.03 EXTENSION OF TERM**

This collective agreement shall expire on the date of expiry set out in Article 23.01 and shall be re-negotiated unless the parties agree in writing to an extension of the term. Notwithstanding the expiry date, the collective agreement shall remain in full force and effect until the parties reach agreement on a new collective agreement or are in a position to strike or lock out as determined by the *Trade Union Act*.

**23.04 AMENDMENTS TO COLLECTIVE AGREEMENT**

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

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

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party. Such notice will not be given prior to May 1 in the year of expiry.

**SIGNING**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023 in the presence of:

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES**

Witness **William Alguire**  
President, NSUPE Local 2

Witness **Andrew Ginn**  
Secretary, NSUPE Local 2

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

Witness **Tracy O’Kroneg**  
Lead Negotiator

Witness **Steve Gallagher**  
Regional Executive Director

**APPENDIX A – WAGES**

**A.01 WAGES**

<b>Classification</b>	<b>Current Effective March 31, 2021</b>	<b>Effective April 1, 2021 +1.5%</b>	<b>Effective April 1, 2022 +1.5%</b>	<b>Effective April 1, 2023 +3.0%</b>	<b>Effective March 31, 2024 +0.5%</b>
<b>PROPERTY SERVICES (CUSTODIAL)</b> [Am. 2012, 2019, 2023]					
<b>Custodian</b>	<b>21.02</b>	<b>21.34</b>	<b>21.66</b>	<b>22.31</b>	<b>22.42</b>
<b>Casual</b> (75% of Custodian up to date of ratification; then 90% of Custodian wage, effective date of ratification, June 30, 2023) [New 2012, Am. 2019, 2023]	<b>15.78</b>	<b>16.01</b>	<b>16.25</b>	<b>16.73</b> Effective June 30, 2023 <b>20.08</b>	<b>20.18</b>
<b>Caretaker</b>	<b>21.36</b>	<b>21.68</b>	<b>22.01</b>	<b>22.67</b>	<b>22.78</b>
<b>PROPERTY SERVICES (MAINTENANCE)</b> [Am. 2012, 2019, 2023]					
<b>Trades 1</b> Which includes existing classifications: General Maintainers Painters (non-certified) [Am.2008, 2023]	<b>22.92</b>	<b>23.26</b>	<b>23.61</b>	<b>24.32</b>	<b>24.44</b>
<b>Trades 2</b> Which includes existing classifications: Boiler Mechanic, Control Technician, Electrician, Plumber, Carpenter, Painters (certified), Pipefitter, Mason, Water & Waste Water Technician, Locksmith [Am.2008, 2019, 2023]	<b>25.55</b>	<b>25.93</b>	<b>26.32</b>	<b>29.68</b>	<b>29.83</b>

## **A.02 PAINTERS**

Certified Painters will be paid in accordance with Trades 2. Non-certified Painters will be paid in accordance with Trades 1. A certified Painter shall have a valid certificate/license under the Nova Scotia (or other provincial) Apprenticeship and Trades Qualification Act. The employee will be required to provide proof of certificate/license. Current employees in the Painter classification who are certified Painters will be classified as Trades 2 effective April 1, 2023 and the wage adjustment in A.06 shall apply. Current employees in the Painter classification who are not certified Painters will continue to be paid under the Trades 1 classification. [Am. 2008, 2023]

## **A.03 LEAD HANDS**

Lead Hands in the Trades Division will be paid at a rate three per cent (3%) above the applicable trade rate.

## **A.04 PROBATIONARY EMPLOYEES**

All probationary employees will receive ninety percent (90%) of the applicable rate for the duration of the probationary period except probationary employees who are hired as certified trades persons shall be paid one hundred percent (100%) of the applicable rate upon hiring.

## **A.05 EMPLOYEES ABOVE SCALE**

Employees currently earning more than the wages listed above will be red-circled at their current rate and not receive further increases until such time as their rate catches up with the wage schedules.

## **A.06 WAGE ADJUSTMENT FOR TRADES 2 CLASSIFICATIONS**

A two dollar and fifty cent (\$2.50) per hour wage adjustment will be applied to the Trades 2 classifications as currently defined in the collective agreement, effective April 1, 2023 and prior to the application of the three percent (3%) increase on that day. [New 2023]

## **A.07 WAGE ADJUSTMENT FOR CASUAL EMPLOYEES**

On the ratification date of the collective agreement, the casual wage rate shall be adjusted to ninety percent (90%) of the regular Custodian wage rate. [New 2023]

## **A.08 WAGE ADJUSTMENT FOR TERM EMPLOYEES**

On the ratification date of the collective agreement, the wage rate for Term Custodians shall be adjusted to one hundred percent (100%) of the applicable rate of pay. [New 2023]

## **A.09 WAGE HARMONIZATION PROCESS**

The Parties agree to the Wage Harmonization Process outlined in the attached Memorandum of Agreement. [New 2023]

**LETTER OF UNDERSTANDING CUSTODIAL AND CARETAKER ROOM**

Between:

**HALIFAX REGIONAL CENTRE FOR EDUCATION** [Am. 2019]  
(hereinafter referred to as the "Employer")

- and -

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEE**  
(hereinafter referred to as the "Union")

This letter is to confirm the commitment of the Union and the Employer made during negotiations, as follows:

1. The parties agree that the LMC may discuss concerns about custodial and caretaker rooms in HRSB schools.
2. Caretakers may identify specific concerns about custodial and caretaker rooms to their immediate supervisor.
3. The LMC may recommend possible short term and long term solutions to concerns about custodial and caretaker rooms and about storage of cleaning supplies and equipment in schools.
4. This letter forms part of the collective agreement.
5. There is no right to grieve this Letter, the process, or any activities or recommendations of the sub-committee.

Signed on behalf of the **Halifax Regional Centre for Education**: [Am. 2019]

\_\_\_\_\_  
**Steve Gallagher**  
Regional Executive Director

Signed on behalf of the **Nova Scotia Union of Public and Private Employees**:

\_\_\_\_\_  
**William Alguire**  
President, NSUPE Local 2

\_\_\_\_\_  
**Andrew Ginn**  
Secretary, NSUPE Local 2

**MEMORANDUM OF AGREEMENT ON WAGE HARMONIZATION**

BETWEEN:

**The Nova Scotia Union of Public Employees (NSUPE)**

(“the Union”)

**and**

**The Halifax Regional Centre for Education (HRCE)**

(“the Employer”)

WHEREAS the Parties acknowledge the non-teaching operational functions of the Employer represented by the Union play a critical role in Nova Scotia’s public education system;

AND WHEREAS the Parties are in agreement to a wage harmonization process that will result in the Regular Hourly Rate of pay (not including the value of benefits, pension or vacation in the comparative calculations), for each classification moving to the highest Regular Hourly Rate of pay, for the same or substantially similar classification across the Province’s eight (8) education entities;

The Parties Agree as Follows:

1. No later than September 30, 2023, up to four representatives of the union and up to four representatives of the employer and up to four representatives of the Nova Scotia Department of Education and Early Childhood Education will meet to agree on what the Regular Hourly Rate of pay of each classification should be based on the following:
  - a. Identify a proper comparator classification from a Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly-titled jobs perform identical work, and not all job titles match precisely to one another) which the parties agree has the highest Regular Hourly Rate of pay in the Province’s eight (8) education entities. The job description and/or job posting, including the Regular Hourly Rate of pay will be provided to the committee no later than 14 calendar days in advance of the meeting.
  - b. The highest Regular Hourly Rate of pay will be top of scale rates that are adjusted to include the first two years of general wage increases of this agreement (1.5%, 1.5%) and in effect as of December 1, 2022.

2. If the parties cannot agree on a proper comparator classification or the aligned rate, the parties shall refer the dispute to a mutually agreed upon arbitrator. The arbitrator will make any determination based on:
  - a. the principles of this Agreement; and
  - b. consistency with any similar determinations made with respect to other education entities' compensation alignment processes by way of arbitration decisions or negotiated agreement.
  
3. The parties agree to make best efforts to complete the wage harmonization analysis no later than November 30, 2023. The timeline for moving to the aligned rate will be as follows:
  - a. Retroactive to date of ratification – adjust the Regular Hourly Rate of pay to bridge 50% of the gap with the aligned rate.
  - b. March 31, 2024 – bridge the remaining gap with the aligned rate. The increase resulting in this clause (b) will be applied prior to any applicable general wage adjustment.
  - c. Any classifications adversely impacted in this process whereby a particular classification's Regular Hourly Rate of pay is surpassed by the subordinate classification Regular Hourly Rate of pay, the previous differential will be restored in line with a) and b) above.
  
4. Notwithstanding any other provision in the collective agreement, this Memorandum of Agreement shall prevail.
  
5. This document will govern the wage harmonization process.

Dated this     day of \_\_\_\_\_, 2023.

Signed on behalf of the **Halifax Regional Centre for Education**: [Am. 2019]

\_\_\_\_\_  
**Steve Gallagher**  
Regional Executive Director

Signed on behalf of the **Nova Scotia Union of Public and Private Employees**:

\_\_\_\_\_  
**William Alguire**  
President, NSUPE Local 2

\_\_\_\_\_  
**Andrew Ginn**  
Secretary, NSUPE Local 2

[New 2023]