

Agreements between

Halifax Regional School Board

and

Nova Scotia Government Employees Union

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NSGEU Collective Agreement

Article 1 Preamble

1.01 Both parties to this agreement recognize that:

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

Article 2 Definitions

2.01 For the purpose of this Agreement:

- (1) "Acting position" means a bargaining unit position filled by an employee who is temporarily doing the duties of an absent employee and who will return to their former positions upon completion of the acting period of absence.
- (2) "Anniversary date" means one year or three hundred and sixty-five days later than the event in the earlier year.
- (3) "Bargaining Unit" means the N.S.G.E.U. bargaining unit Local 53 as per Labour Relations Board Certification #4508 (Section 31, Interim 1) dated June 19, 1997 as attached as Appendix "A".
- (4) "Board" means the Halifax Regional School Board;
- (5) "Consult" means prior notification including discussion.
- (6) "Seniority" means uninterrupted employment with the Board from the date of hire which is not broken by resignation, termination, drawing Workers' Compensation benefits, on sick leave, on layoff, on pregnancy or parental leave.
- (7) "Day" means a working day unless otherwise specified;
- (8) "Designate" means a person to whom a particular responsibility has been assigned;
- (9) "Employee" means a person employed by the Board and in the bargaining unit;
- (10) "Employer" means the Halifax Regional School Board and may be referred to as the "Employer";
- (11) "Full-time Employee" means an employee who is regularly scheduled to work full-time hours in a permanent position.
- (12) "Grant Employee" means an employee who is hired through a Provincial, Federal, or Municipal grant program or a privately funded grant that adheres to the hiring criteria of those programs.
- (13) "Job Description" means position descriptions and its related duties.
- (14) "Layoff" is defined as the interruption of the employee's employment for any reason except cause or resignation but is subject to recall rights as per Article 23.
- (15) "Lieu time" means time off with pay for time worked. Lieu time can be accumulated in advance or be made up after the fact.
- (16) "Local" means Local 53 Nova Scotia Government Employees Union and may be referred to as the "local".
- (17) "Lockout and Strike" shall be defined in accordance with the definitions set out in the Trade Union Act of Nova Scotia.
- (18) "A new job classification" means a classification which did not exist before November 1, 1997, and has been agreed upon as a bargaining unit position and classified by the parties to this agreement.
- (19) "A new position" means a position created after November 1, 1997, in existing

classifications.

- (20) "Permanent employee" is an employee who is hired on a permanent basis.
- (21) "Probationary employee" means a newly hired employee serving a probationary period of six (6) months. (This collective agreement applies to the probationary employee from the date the employee begins work.)
- (22) Regular "Part-time Employee" means one who is employed on a regularly scheduled basis but who works less than the hours scheduled for a full-time employee.
- (23) "Secondment" means the employee who is transferred from their original assignment to a special position in or outside of the bargaining unit.

Secondment will be in writing and indicate a specific commencement and termination date.

- (24) "Split Shift" means a period of time during an employee's workday which extends beyond one and one-half (1 ½) hours of unpaid time.
- (25) "Students" – are defined as those employees who are engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study-related work programs as an integral part of the degree or diploma requirements.
- (26) "Summer students" are defined as those who have been in full-time attendance in school or university in the immediately preceding scholastic year or who are enrolled in the immediately following scholastic year and who are not engaged as replacements for members of the bargaining unit. The employment of summer students will be confined to the period between April 10 and September 10 in any one year.
- (27) "Technological change" means the introduction by the Employer, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of its business or a change in the manner in which the Employer carries on the business that is related to the introduction of that equipment or material which is likely to affect the classification or security of employment of an employee(s).
- (28) "Term employee" means an employee who is employed to fill a position temporarily vacated by a regular employee and who is expected to be terminated upon the return of the absent employee or return to their previous position with no loss of seniority and benefits. The term employee has no recall rights if terminated.
- (29) "Union" means the Nova Scotia Government Employees Union and may be referred to as the Union or NSGEU.
- (30) "Vacant position" means that there is no bargaining unit member employed in the bargaining unit position.
- (31) "Volunteer" is a person who provides a service to the Board who:
 - (a) does not have prescheduled hours;
 - (b) does not receive remuneration for the service(s) they provide;
 - (c) assists an employee if agreeable to that employee.
- (32) "Working Day" means a day on which work is regularly scheduled and includes a day on which an employee would ordinarily be working.

2.02

Unless any provisions of the Agreement otherwise specify, the plural includes the singular, and the masculine includes the feminine and vice versa as the context may require.

NSGEU Collective Agreement

Article 3 Employer's Rights

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

Article 4 No Discrimination

- 4.01 Neither the Employer nor the Union nor any person acting on behalf of the Employer or the Union shall refuse to continue to employ any employee or otherwise discriminate against any employee on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, marital status, age, physical or mental disability unless the nature and extent of the physical or mental disability reasonably precludes performance of a particular employment or activity, family status, source of income, sexual orientation, political affiliation or activity.
- 4.02 The Employer shall make reasonable accommodation for employees to ensure they are not discriminated against pursuant to this Article.
- 4.03 The Employer and the Union agree not to discriminate against employees for reason of membership or activity in the union.
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NSGEU Collective Agreement

Article 5 Recognition

- 5.01 The Employer recognizes the NSGEU as the exclusive bargaining agent for Board employees who are covered by this Collective Agreement.
- 5.02 The Employer recognizes the Nova Scotia Government Employees Union as the sole and exclusive collective bargaining agent for a bargaining unit as described in Labour Relations Board (Nova Scotia) Interim Order No. 4508 (Section 31) dated June 19, 1997 consisting of all full-time and regular part-time Administrative Support employees of Halifax Regional School Board (Appendix A).
- 5.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 5.04 The Employer will provide the new employees with their classification and salary rate as part of the written confirmation of the employee's initial employment with the Board. The Local President will be notified of all new employees and their location upon being hired into the Bargaining Unit.
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NSGEU Collective Agreement

Article 6 Probationary Employee

- 6.01 The probationary period is an evaluation period and is used to determine an employee's suitability for appointment to a permanent position.
- 6.02 There shall be one and only one probationary period.
- 6.03 Notwithstanding any other provision in this Agreement, a newly hired employee shall be on probation for a period of six (6) calendar months from the date of hire (probationary employee) and shall be subject to the following terms and conditions:
- (a) A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. Upon the completion of the probationary period, seniority shall be effective from the original date of continuous employment.
 - (b) Notwithstanding Article 6.03 (a) above, the probationary period may be extended for up to an additional forty (40) days by mutual agreement between the Employer, the Union, and the employee.
 - (c) A probationary employee shall be entitled to all the benefits and rights contained in this Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Agreement.
 - (d) A probationary employee shall be obliged to pay membership dues to the Union during any probationary period from the first day of hire.
 - (e) A probationary employee is entitled to be credited with sick leave at the same rate as any other employee during the probationary period; but must repay all sick leave taken if the employee does not successfully complete the probationary period.
 - (f) A probationary employee shall normally receive a written performance evaluation midway through their probationary period and if necessary a final appraisal prior to the end of their probationary period.
 - (g) A probationary employee who at any time during their probationary period is to be laid off will be evaluated prior to their lay off.
 - (h) If an employee is recalled to any position except the position from which they are laid off, they must serve the complete probationary period as described in Article 6.03 (a).
- 6.04 The Local President or designate shall be present at a meeting with the employee where the employment of an employee is to be terminated. The reasons for such termination shall be given to the employee in writing.
- 6.05 During the probationary period or extension thereto, if in the opinion of the Employer the employee has not performed to the standards established by the Employer, the employee may be dismissed without recourse to the grievance procedure.
- 6.06 A probationary employee shall be given ten (10) calendar days notice of discharge or pay in lieu of the notice.
- 6.07 After an employee has served satisfactorily in a position on a probationary basis, confirm in writing the appointment on a permanent basis within ten (10) days of the conclusion of the

probationary period.

NSGEU Collective Agreement

Article 7 Union Business

- 7.01 The Employer shall continue the normal salaries of employees when meeting with management in joint consultation to discuss grievances.
- 7.02 The Employer agrees, upon the written request of the Union, if such request is reasonable, to provide the Union with information for the purposes of collective bargaining, complaint, or grievance investigation.
- 7.03 The Employer agrees to hire replacement employees as operationally required when the employees are granted leaves for union business and the Employer is reimbursed.
- 7.04 On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer, to employees who are selected:
- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
 - (b) as member of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
 - (c) as delegates to attend NSGEU conventions and conventions of the Union's affiliated bodies including the National Union of General Employees, Canadian Labour Congress, and the Nova Scotia Federation of Labour;
 - (d) as delegates to attend educational workshops, clinics, conferences, and conventions;
 - (e) as members of standing committees of the Union for the attendance at meetings of standing committees;
 - (f) as members of the Executive to attend Executive Meetings of the Nova Scotia Government Employees Union and the Nova Scotia Federation of Labour;
 - (g) for such other union business as may be authorized by the Union.
- 7.05 The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 7.04 and will bill the Union for the employee's salary.
- 7.06 While on leave for union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and service and seniority shall be deemed to be continuous.
- 7.07 Leave of absence for the full-time President of the Union shall be granted in accordance with Memorandum of Agreement #1 between the parties, which shall form part of this agreement.
- 7.08 Union representatives shall, with the agreement of the Employer, have access to the workplace for the purpose of handling grievances, consulting with Local officers, including stewards and other employees, in matters arising from the collective bargaining relationship between the parties. The agreement of the Employer will not be unreasonably withheld.
- 7.09 (a) The Employer acknowledges the right of the Union to appoint or otherwise select

stewards. The Employer shall be provided with a list, in writing, of all local stewards and officers and their terms of office and shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Local with a list of supervisory personnel with whom the Union may be required to transact business;

- (b) A steward or their alternate shall obtain the permission of the immediate supervisor or their designate before leaving work to perform the duties as a steward, such permission shall not be unreasonably withheld;
- (c) The steward shall report back to the immediate supervisor before resuming the normal duties of their position after completing the duties as a steward; and,
- (d) Employees who are stewards shall not suffer any loss of pay or benefits as a result of time spent on their duties during regular working hours but there shall be no compensation to employees who are stewards for time spent on their duties outside regular working hours.

- 7.10 The Employer will provide access to bulletin board space for the posting of union notices which shall be located so that employees have access to them.
 - 7.11 It is agreed that the Union and employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Employer.
 - 7.12 With the employee's written authorization, the Employer agrees to release to the Union, all information requested pertaining to the employee's personnel files.
 - 7.13 Confirmation of authorization of leaves of absence for union business will be sent to the supervisor or principal, the employee prior to the leave, and the Local President.
 - 7.14 The Union may request from the Employer to use its premises for such things as union membership meetings and general membership meetings provided the meetings do not interfere with the normal operations of the Board.
 - 7.15 The Employer shall permit reasonable union communications to be delivered throughout the School Board.
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NSGEU Collective Agreement

Article 8 Union Security

8.01 The Employer agrees that it shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union.

Check-Off of Union Dues

8.02 The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all employees in the bargaining unit.

8.03 The Union will inform the Employer in writing of the deduction to be checked off in accordance with Article 8.02.

8.04 The Employer shall send the amounts deducted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made. An accompanying list will identify each employee and the deductions made on their behalf.

8.05 The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

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

NSGEU Collective Agreement

Article 9 Contracting Out

- 9.01 The Employer agrees not to contract out services presently provided by employees until the Union has been advised of the intent and consulted as per this contract.

- 9.02 The Employer will make reasonable effort where work is contracted out to obtain jobs with the contractor for employees whose work is contracted out.

- 9.03 Employees who indicate that they would like the option to return to their employment with the Board within thirty (30) days of the proposed "contracting out" shall be given three (3) months to return to the bargaining unit.

- 9.04 The Employer agrees to be bound by Section 31 of the Trade Union Act.

NSGEU Collective Agreement

Article 10 Seniority

- 10.01 "Seniority" means uninterrupted employment with the Board from the date of hire which is not broken by drawing Workers' Compensation benefits, on sick leave, on layoff, on pregnancy or parental leave.
- If an employee resigns or is terminated, employment with the Board will be broken. If the employee returns to the employ of the Board, their previous seniority will not be restored.
- 10.02 An updated seniority list shall be sent to all employees in the bargaining unit prior to the signing of this agreement. Protests in regard to seniority status must be submitted in writing within thirty (30) days from the date seniority lists are distributed. If proof of error is presented by an employee or their representative, such error will be corrected and the agreed upon seniority date shall be final. The Local President will be advised of alterations within five (5) days of the close of the protest period.
- Any challenge to or revision of the posted list shall be made within fifteen (15) days of the posting of the list. After all challenges to the list have been settled, the seniority list shall be considered approved when signed by the Union and the Director of Human Resources and such list shall be conclusive evidence of the seniority of employees in the bargaining unit and the new corrected seniority list will be attached to this agreement as Appendix C.
- 10.03 The Employer shall, by April 30th of each year, update and post the seniority list and prepare a revised seniority list showing the name of the employee, the hire date and the seniority of all employees in the bargaining unit.
- 10.04 Employees will be credited with seniority from the employee's most recent date of hire with the Board, however, where two or more employees have the same hire date, determination of seniority for layoff, recall, and job competitions for job postings will be calculated on hours worked. (Number of hours per year multiplied by the number of years of service.) If a further determination of seniority is required, the names will be "drawn from a hat" in the presence of the Employee Relations Officer and the Local Executive member. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.
- Present potential seniority conflicts will be identified and dealt with through the same mechanism prior to completing the seniority list and thereafter using the same procedure.
- 10.05 Seniority accumulated prior to Amalgamation will be the recognized service with the Halifax Regional School Board.
- 10.06 Non-bargaining unit employees hired into bargaining unit positions will earn seniority from the date they become bargaining unit employees.
- 10.07 The service of a probationary employee will be recognized at the completion of the probationary period and seniority will be effective from the original date of continuous employment.

10.08 Seniority shall not accumulate during any unpaid leaves in excess of sixty (60) days.

An employee granted a personal leave of absence without pay for more than sixty (60) days shall, upon their return to the bargaining unit, have their accumulated seniority and benefits reinstated.

10.09 Seniority of an employee shall be lost and the employee's name will be removed from the seniority list for any of the following reasons:

- (a) is discharged for just cause and the discharge is not contested or is not reinstated by arbitration;
- (b) resigns and does not withdraw their resignation within three (3) days;
- (c) is not recalled within fifteen (15) consecutive months after a lay-off.

10.10 Bargaining unit employees will not accumulate seniority if they are transferred to a position outside the bargaining unit (but within the Halifax Regional School Board's jurisdiction) and do not return to the bargaining unit within twelve (12) months or if an employee is working in an "acting position" outside the bargaining unit and does not return to the bargaining unit position within twelve (12) months. An employee who returns to the bargaining unit within twelve (12) months will have the seniority they accumulated during their absence reinstated.

NSGEU Collective Agreement

Article 11 Hours of Work

- 11.01 The regular work day is seven (7) hours per day (total 35 hours/week), Monday to Friday between the hours of 7:30 am and 4:30 pm with no split shifts.
- Employees shall be entitled to one (1) paid fifteen (15) minute break in each half of their work day.
- 11.02 Employees in the Community & Collaboration Department and who are employed at the Resource Centers may have their hours of work and shifts varied from 11.01 as per past practice.
- 11.03 Employees shall be entitled to an unpaid lunch break of at least one-half (1/2) hour and no more than one (1) hour to be taken as close to the middle of the day as possible.
- 11.04 The Employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the Employer is satisfied that an adequate number of employees in a unit have requested and wish to participate in such a schedule.
- 11.05 Where employees have indicated a desire to work a modified work week, the Employer shall authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The modified work week schedule will be developed through the Joint Committee.
- 11.06 The Employer agrees that there will not be any split shifts for any bargaining unit employee except where mutually agreeable and to accommodate permanent part-time employees working extra hours.
- Where possible regular part-time employees and laid off employees shall be offered temporary work before non-bargaining unit employees are hired to perform the required work subject to Article 21.
- 11.07 The Employer agrees to give all employees a minimum of two (2) weeks notice prior to changing the employees regularly scheduled hours of work for a period of two weeks or longer.
- Temporary changes in regular schedules for periods of less than two weeks will be discussed with the effected employee and if possible the employee will make a reasonable effort to accommodate the request for the change.
- 11.08 Employees shall not suffer a loss of salary if their work place is temporarily closed because of an order by an official body for reasons of health, security and/or safety including when their school is closed due to storms.
- 11.09 Permanent employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Deferred Leave Plan set out in

the Memorandum of Agreement #2 between the Union and Employer.

- 11.10 Employees will be entitled to job share in accordance with the provisions of the Job Sharing arrangement as set out in the Memorandum of Agreement #3 between the Union and the Employer.
- 11.11 Employees who work less than twelve (12) months shall not be required to work during the following times when the school system is closed:
- (a) March Break;
 - (b) Christmas Break;
 - (c) February Break; and
 - (d) July and August (lay off period) unless the Employer requests the employee to work during July and August, then the Employer must stipulate the request to the employee prior to June 15th and if requested the employee shall earn straight time at the applicable rate.
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NSGEU Collective Agreement

Article 12 Overtime

- 12.01 Overtime shall be on a voluntary basis.
- 12.02 All overtime must be approved in advance by the appropriate supervisor.
- 12.03 All time worked in excess of thirty-five (35) hours per week (including Saturdays) shall be considered as overtime, and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay or taken as time in lieu of pay.
- 12.04 If the employee is required to work on the Sunday of the same weekend, then the compensation will be paid at the rate of two times (2x) their regular rate of pay.
- By mutual agreement an employee may take time off in lieu of pay at the applicable rate of every hour worked, within twelve (12) months of the date the overtime was earned. If there is no mutual agreement, overtime will be paid out in the first pay of December.
- An employee who is called back from their vacation shall have their vacation reinstated and be compensated at the rate of two times (2x) for the hours worked.
- 12.05 If an employee is required to work outside their regular scheduled daily hours and is called back for that purpose, they shall be paid a minimum of three (3) hours at the applicable overtime rate.
- 12.06 An employee required to work overtime through a normal meal period will be reimbursed eight dollars (\$8.00).
- 12.07 The right of first refusal for overtime for completing their normal work will be given to the employee who is normally assigned to do the work which requires the overtime.
- 12.08 A request for a school-based secretary to work during July or August must be stipulated prior to the 15th of June and if granted, the employee shall earn straight time at the applicable rates of pay.
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NSGEU Collective Agreement

Article 13 Travel

- 13.01 If employees are required to travel as a requirement of their position (i.e. banking, post office, deliveries to schools, etc.), the Employer will pay mileage at the rate of twenty-nine cents (\$0.29) per kilometer.
- 13.02 Employees shall not be required to transport students in their privately owned vehicle.
- 13.03 Employees shall be reimbursed for parking, kilometers, alternate transportation (i.e. public transit, taxi, ferry(s)) when necessary, to carry out the requirements of their assignments and if required to attend meetings, seminars, workshops, etc. at locations other than their regularly assigned work location.
- 13.04 An employee who is required to report back to work after having left and outside regular scheduled hours, will be reimbursed for transportation to and from the workplace at twenty-nine cents (\$0.29) per kilometer.
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NSGEU Collective Agreement

Article 14 Salaries and Classification

- 14.01 Rates of pay and classification of employees shall be those outlined in Schedules A and B and shall be and form part of the Collective Agreement.
- 14.02 The rate of pay of a person upon appointment shall be at least the minimum rate prescribed for the classification to which the employee has been appointed.
- 14.03 The payroll period shall consist of fourteen (14) consecutive days, beginning Friday and concluding Thursday, two weeks hence. All employees hired after the signing of this agreement will have their pays deposited by automatic payroll deposits.
- 14.04 The bi-weekly pay will be calculated by multiplying the bi-weekly regularly scheduled hours by the employees rate of pay.
- 14.05 Employees will be advised of their earnings and deductions on, or before pay day clearly stating the rate of pay, overtime, holiday pay, vacation pay and have miscellaneous deductions fully explained.
- 14.06 Pay-back of overpayment or under deductions will be discussed with the employee (and at the employee's request), the Union, to arrive at an acceptable arrangement to reimburse the Employer. If the parties do not agree to an arrangement, adjustments for correction will be implemented by the Employer, at the first opportunity.
- 14.07 The work day, for payroll purposes, shall consist of a twenty-four (24) hour period beginning at 12:00 a.m. for all employees.
- 14.08 An employee who works less than twelve (12) months shall at their request have their pay distributed over a ten, eleven, or twelve month period.
- 14.09 Progress through the salary increment steps provided for in Schedules A and B shall be automatic, so that an employee shall receive the salary rate of the next higher step on their anniversary date.
- 14.10 Where an employee is required by the Employer to perform work for a temporary period they shall receive payment of acting pay equivalent to their increment level at the higher classification.
- 14.11 Where an employee is designated to perform the core duties of a higher classification, all overtime while in this temporary assignment shall be paid at the overtimes rates for the higher classification.
- 14.12 It is agreed that, if new job classifications or substantially altered positions are established during the life of this agreement which are not covered by Schedules A and B, the salary rates for such classifications will be negotiated between the Employer and the Union. The

Employer may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted. These negotiations shall be completed within a sixty (60) day period of the appointment to the position. If the parties are unable to agree, the matter shall be referred to arbitration as provided in Article 19.

- 14.13 Where periodic adjustments to the pay periods occur, the Employer agrees to notify all employees and NSGEU at least one month prior to this change.
 - 14.14 When an employee is granted a leave for personal reasons, deductions for lost time will occur in the next pay period after the absence is reported unless arrangements are made by mutual agreement to extend the deductions period.
 - 14.15 Where the Employer has deducted monies from the employee(s) pay cheques in error, the employee and the local president will be notified of the adjustment to be made, who the adjustments will be made for, the amount and when it will be paid to the employees. All adjustments to employees cheques will be clearly indicated on their pay statements.
 - 14.16 Employees who begin employment between pay periods will be paid on the next regularly scheduled payday and where time will not permit this, the following pay day will be applicable with adjustments.
 - 14.17 Employees who leave the employment of the Employer will have all necessary adjustments made from their pay cheque on the last regular pay cheque paid to the employee.
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NSGEU Collective Agreement

Article 15 Personnel File

- 15.01 There shall be one official personnel file for each employee to be used in decisions respecting the terms and conditions of employment of that employee.
- 15.02 An employee may make an appointment for a meeting with the Co-ordinator, Labour Relations or designate, of the Human Resources Department to review their personnel file. Such appointment shall be during normal Board office hours. The employee shall be entitled to make a copy of any information contained in their personnel file.
- 15.03 Records of any discipline shall be removed from the employee's file if, within the twenty-four (24) months from the date the letter was written, there have been no further incidents of the same or similar nature.
- 15.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any documents from the employee's file which they are not aware of at the time of disciplinary action.
- 15.05 Employees shall be permitted to insert in their personnel file any document relevant to their employment and letters of commendation and meritorious conduct.
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NSGEU Collective Agreement

Article 16 Discipline, Suspension and Discharge

- 16.01 No employee shall be disciplined, suspended or discharged, except for just cause.
- 16.02 It is recognized that the Employer has the right to discipline, suspend, or discharge. An employee may request that they have a union representative present during the imposition of discipline, suspension or discharge and the Employer shall make every reasonable effort to accommodate this request.
- 16.03 Except in an emergency, the Local will be notified prior to any meeting occurring at which an employee is disciplined, suspended or discharged. Where the Board has acted in an emergency, the Board shall notify the Union no later than one (1) day after the discipline, suspension or discharge.
- 16.04 In the event that an employee is disciplined, the Employee shall be notified in writing of the reasons for the imposition of discipline and the resulting decision.
- 16.05 Where it is determined, through the grievance process, that an employee has been unjustly disciplined, suspended or discharged, the Board shall forthwith compensate the employee for any amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement.
- 16.06 If following a full hearing on the merits of the grievance, the grievor is fully exonerated from any wrongdoing; all records held by the Employer dealing with such discipline, suspension or discharge shall be removed from the personnel file and destroyed.
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NSGEU Collective Agreement

Article 17 Legal Assistance

- 17.01 Where an employee, as a result of acting lawfully in performance of his/her duties as an employee is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Employer undertakes to defend him/her, provided that the employee shall cooperate fully with the defence provided, and further provided that if the employee retains his/her own legal counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the employee from having the full rights and benefits of this agreement including the right to grieve.
- 17.02 Permission to copy copyright and patent materials will be the sole responsibility of the Employer. Employees will not be held responsible for any infringement of copyright or patent for copying materials when instructed to do so by the Employer.
- 17.03 Where an employee is charged with an offence resulting from the performance of their duties and is fully exonerated from all charges, the employee shall be reimbursed for reasonable costs for legal counsel.
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NSGEU Collective Agreement

Article 18 Sexual Harassment

- 18.01 The Employer and the Union agree to be bound by the Board's Sexual Harassment Policy. The Employer agrees to permit the employees to have union representation if required by the employee at any step of an investigation.
- 18.02 If a sexual harassment allegation is not dealt with to the employee's satisfaction, the employee shall have the right to grieve.
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NSGEU Collective Agreement

Article 19 Grievance Resolution

- 19.01 Where an employee or the Union has a dispute with the Employer regarding the interpretation, application or alleged violation of this Collective Agreement, the dispute shall constitute a grievance.
- 19.02 At Steps 1, 2 and 3 of the formal grievance process, where the employee has a meeting with the Employer concerning a grievance they shall be accompanied by a representative of the Union.
- 19.03 (a) Suspension and dismissal grievances shall be filed at Step 3 of the grievance procedure.
(b) General grievances brought by the Union pursuant to Article 19.01 shall be filed at Step 3 of the grievance procedure.

Informal Step

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

Step One

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

Step Two

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

Step Three

- (d) If the grievance is not settled pursuant to Article 19.05 (c) within ten (10) days, the Union shall inform the Employer, in writing, that it wishes to have the grievance proceed to the next step of the grievance procedure;
- (e) Within ten (10) days of the written request of the grievor to proceed to the next step of the grievance procedure, the Director of Human Resources or his/her designate shall arrange a meeting to discuss the grievance. The Director of Human Resources or his/her designate shall respond in writing within ten (10) days of the meeting;
- (f) If the grievance has not been settled to the satisfaction of the Union, within ten (10) days following the response by the Director of Human Resources or his/her designate

pursuant to Article 19.05 (e), the Union shall, by notice in writing to the Director of Human Resources, refer the matter to a board of arbitration.

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

Arbitration

- 19.11 (a) Upon receipt of the Union's written notice that it wishes to have a grievance proceed to arbitration, the parties shall endeavor to mutually agree to have a grievance submitted to a sole arbitrator;
- (b) The parties shall exchange names within ten (10) days of the date of reply in Step 3 of the Grievance Procedure; and
- (c) If the parties are unable to agree upon the choice of a sole arbitrator, the grievance shall be submitted to a Board of Arbitration as outlined in Article 19.12.
- 19.12 (a) The Union and the Board shall each name a nominee to the board of arbitration within ten (10) calendar days after failure of the parties to reach mutual agreement on a sole arbitrator. Each party shall notify the other of the name of its nominee;
- (b) The Union nominee and Employer nominee shall select a chairperson of the board of arbitration and shall notify the Union and the Employer, in writing, of their selection; and
- (c) If the Union nominee and the Employer nominee are unable to agree upon a suitable chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a chairperson.
- 19.13 Each party shall pay one-half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the board of arbitration.
- 19.14 The majority decision of a board of arbitration or the decision of a sole arbitrator shall be final and binding upon all parties, including the Board, the Union, and the grievor.
- 19.15 The Arbitrator or the Arbitration Board shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Agreement but shall

have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an employee.

- 19.16 At any stage of the arbitration procedure, the parties may have access to the employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the grievor accompanied by a Union representative, and/or Arbitrator(s) to have access to the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.
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NSGEU Collective Agreement

Article 20 Joint Committee

- 20.01 The Joint Committee ("JC") shall be established immediately upon the signing of this Agreement, with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and the Employer. The JC shall consist of an equal number of representatives (three (3) from both parties to this agreement) but shall include the Labour Relations Coordinator and the Local President as part of the committee.
- 20.02 The JC shall meet once a month and more frequently if required. The JC may schedule emergency meetings to deal with urgent matters.
- 20.03 The JC may develop attachments to the Collective Agreement in the form of Letters of Understanding, Letters of Intent, Memoranda of Agreements, etc. but does not have the power to amend, modify, delete or add to the body of this agreement without the agreement of the Board and the Union.
- 20.04 The JC shall meet during scheduled normal working hours and no pay or benefits shall be lost by employees engaged in this Committee.
- 20.05 The Committee shall keep minutes and distribute them to Committee members within two (2) weeks of their meetings for the use of the Local and the Employer recognizing the fact that some issues must be dealt with confidentially. In this respect the committee will determine the extent of the discussions and the distribution of minutes to employees outside the Committee.
- 20.06 The JC shall within thirty (30) days of the signing of this agreement begin meetings in order to review and make recommendations on such items as, but not limited to, forms for job descriptions, attendance report forms, performance evaluations forms, procedures for vacation scheduling, use of volunteers, job security and technological changes.
- 20.07 The JC will discuss expected layoffs, reductions, redundancies, relocations, vacancies and possible available positions, reorganizational plans, technological changes, proposed contracting out of work, possible action plans to deal with traumatic situations, etc. as necessary with the intention of identifying potential problems and making recommendations for dealing with the situations appropriately.
- 20.08
- (a) The Union acknowledges that the Employer from time to time develops committees that require union input. The Employer therefore will endeavor to give the Union advance notice of the requirement and the Union will endeavor to appoint or elect suitable members who would assist the committee.
 - (b) Policies, procedures and changes which could have an effect on the working conditions of employees shall be discussed by this Committee whenever possible prior to implementation.
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NSGEU Collective Agreement

Article 21 Job Posting

- 21.01 In filling vacancies within the Bargaining Unit, including promotions and new positions, preference will be given to applicants currently on the Seniority List. Appointments will be made on the basis of qualifications as required for the position, competencies as set out in the job description and past job evaluations. In the event that, following consideration of the factors listed in this Article, two applicants are equal, the applicant with the greater seniority with the Board shall be awarded the position.
- 21.02 If a temporary vacancy exceeds six (6) months in duration, the temporary vacancy will be posted as a term position. The employee who fills a term position will be permitted to return to the position they 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 21.04. Term positions will be filled with Bargaining Unit members.
- 21.03 Vacancies in permanent/term positions which the Employer intends to fill shall be posted within fourteen (14) working days of the Employer's decision to post the vacant position. Such position shall be posted within the Bargaining Unit first for a period of ten (10) working days. Vacancies will be posted electronically, in the Human Resources Newsletter as well as in the schools.
- 21.04 The posting will contain a general description of the position, competencies as set out in the job description, required qualifications, rate of pay, hours of work and expected start date.
- 21.05 Employees who wish to be considered for the position will be required to file an application to the Human Resources Department before the expiration of the ten (10) working day posting period, clearly setting forth their qualifications for the position.
- 21.06 In filling vacancies, the position will be awarded to the successful applicant as soon as operationally possible. If there is a significant delay in the start date of the position, the reasons will be communicated to the employee and to the Union.
- 21.07 If the qualifications for a job which has been posted are changed after the job has been posted and before it is filled, the job shall be posted again setting forth the revised qualifications before an appointment is made.
- 21.08 An employee who is temporarily assigned to another position for which the rate of pay is lower shall retain the original rate of pay while in the temporary position
- 21.09 The Employer, upon request from an unsuccessful applicant, shall advise them of the reasons why they were not successful in their application for the position.
- 21.10 All Bargaining Unit employees, including those on layoff, can compete for any vacant or new positions.

NSGEU Collective Agreement

Article 22 Educational Development

22.01 Education Programs to Maintain Employment Status

A leave of absence with pay shall be granted to an employee for attendance at an approved educational program which is required for the employee to obtain certification to maintain their employment status. The Employer shall also pay the full costs and expenses associated with this educational program.

22.02 While an employee is on an approved educational leave the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

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

22.04 In-Service Conferences and Orientation

- (a) The Employer (with joint consultation from the Local) shall be responsible for designing ongoing in-service programs focused on the needs of the staff. Between October 1 and May 30 of each year, it shall be the responsibility of the Employer to provide at least one in-service days to all employees. Employees shall be expected to attend the in-service program.
 - (b) In-service program shall be held during working hours. Employees shall be paid at the employee's straight rate of pay for all hours in attendance at such programs during normal working hours and such time as the employee is in attendance outside of the employee's regular hours.
 - (c) Employees shall be obliged to report for work on such days either at the school to which they are assigned or at an alternate location for any in-service program which may be provided for their professional development on such days.
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NSGEU Collective Agreement

Article 23 Layoff and Recall

- 23.01 When it is necessary to invoke staff reduction, it will be accomplished whenever possible by resignations and retirements.
- 23.02 (a) Where staff reduction becomes necessary, employees shall be laid off according to their position on the Seniority List.
- (b) Where more than one secretary is employed at a single site, the most junior employee is to be laid off first at that site.
- (c) When existing sites are being combined, the secretaries' positions at the sites will all be combined and the most junior secretary(s) from the combined list will be laid off to bring about any necessary reduction in staff.
- (d) If a position is to be transferred to another location and the job remains, the incumbent in the position will follow the position without competition. Likewise, when schools, departments or offices are scheduled for closure and administrative personnel are transferred to new locations with no loss or reduction in secretarial assistance to them then secretarial/clerical employees will also be transferred and after the transfer has been completed, reductions will be done by seniority.
- (e) Where an employee's position is relocated, they shall be offered the position in the new location. The employee may decline the offer in which case they will be served with a layoff notice.
- 23.03 Employees shall be laid off in reverse order of their seniority and be recalled in the order of their seniority.
- 23.04 Laid off employees will be given first opportunity for recall to vacant or newly created positions in accordance with this agreement. Thereafter, all vacant and newly created positions will be posted within the bargaining unit.
- 23.05 Employees who have been laid off shall be offered vacant positions by seniority for which they are competent and qualified by training and experience. The Employer will offer the employee a maximum of three (3) opportunities for re-employment. If the employee rejects all three (3) opportunities, the employee will remain on recall in accordance with Article 23.20.
- 23.06 If a laid off employee does not receive a position in accordance with Article 23.05, they will be considered for all acting and temporary positions. The acceptance of such temporary work shall not in any way alter or affect the employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply. During such periods of temporary work, the employee shall remain on recall.
- 23.07 The Employer, in its sole discretion, may assign an employee who has been laid off in accordance with Article 23.02, and who has not received a position in accordance with Article 23.05 and Article 23.06 to such special projects appointments or other work assignments as the Employer, in its discretion, may consider appropriate.
- 23.08 The assignment by the Employer of an employee who has been laid off to a special project assignment or other work assignment pursuant to Articles 23.06 and 23.07, may extend the fifteen (15) month layoff period as referred to in Article 23.20 by the length of the temporary assignment.
- 23.09 (a) Notwithstanding Articles 23.05, 23.06 and 23.07, an employee who has been served with a lay off notice may elect to replace the most junior employee on the Seniority List as long as they are competent and qualified to perform the duties of the position.
- (b) The number of layoffs selected shall be equivalent to the number of total reductions

identified. The junior employees shall be laid off from the bottom of the seniority list to the equivalent number of reductions identified.

- 23.10 The Local President will be provided with a copy of all layoff notices and a current seniority list prior to the notices being given to the employees.
- 23.11 An employee who has had their hours reduced may have their hours reinstated to them without competition but only up to the number of hours they lost during the preceding layoff.
- 23.12 A laid off employee may choose by seniority to be placed in a position on the vacancy list only up to the percentage of the position they held prior to the lay off without competition.
- 23.13 For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations which is likely to affect the job security of employees. The Employer agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services.
- 23.14 If an employee is assigned a vacant position which has a lower salary than that of the employee's former classification, the salary of the employee shall be red-circled for a period of one year.
- 23.15 A permanent employee who is placed in a term assignment shall retain their status as a permanent employee.
- 23.16 An employee on layoff will have a maximum of five (5) full days to provide notice of acceptance of a recall to any job. The employee shall then be allowed two (2) weeks from the date of such notice of acceptance to report for work, if employed elsewhere, without loss of seniority rights.
- 23.17 Where an employee wishes to be placed in a vacancy in accordance with the above procedures, the Employer shall provide sufficient and adequate orientation to the employee taking the position.
- 23.18 The Employer shall give notice of recall by certified mail, facsimile or e-mail to the employee's last recorded address.
- 23.19 Employees are responsible for keeping the Employer informed of their current address, telephone number, facsimile number and e-mail address.
- 23.20 If the layoff lasts for more than fifteen (15) consecutive months, without recall, the layoff shall become termination of employment and recall rights shall lapse.
- 23.21 No new employees shall be hired to fill existing, permanent or new positions until all employees on layoff have first been given the opportunity to be recalled by seniority.
- 23.22 Notwithstanding any other provision in this Agreement, in the event that the Employer anticipates closure of a school, it shall meet with the union as soon as practicable to discuss the fair and equitable treatment of affected employees.
- 23.23 If an employee who has earned seniority rights is re-employed during their recall period pursuant to Article 23.16, all their rights and benefits as an employee accumulated up to the date of their layoff will be reinstated.
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NSGEU Collective Agreement

Article 24 Sick Leave

- 24.01 Employees shall be granted sick leave in accordance with the provisions of this agreement.
- 24.02 Sick leave is available to provide protection for an employee from loss of earnings due to illness or injury for which compensation is not payable under the Worker's Compensation Act.
- 24.03 An employee is entitled to receive sick leave with pay provided they satisfy the Employer that they have an illness or injury and;
- (a) is unable to perform the normal duties of their position;
 - (b) is not able to perform alternate duties; and
 - (c) has the necessary sick leave credits.
- 24.04 Employees will accumulate sick leave at the rate of eighteen (18) days per year to a maximum of one hundred and ninety-five (195) days. The Employer will continue to recognize the accumulated sick leave credits the employee has upon the signing of this agreement and will permit employees to continue to accumulate days to a maximum of one hundred and ninety-five (195) days. No sick leave days will be lost to the employee due to changes in existing plans.
- 24.05 Yearly notification of sick leave credits and the accumulated sick leave credits shall be forwarded to each employee in September of every year.
- 24.06 In all cases of injury or illness, an employee shall notify their supervisor as soon as reasonably possible.
- 24.07 Pay for sick leave shall be an amount equal to the amount received for their normal working day.
- 24.08 Sick leave accumulation shall be reduced by the amount of sick leave taken after the allotment for the current year is first used. Likewise, unused sick days will be added to the current accumulation on July 1st of each year.
- 24.09 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an employee must notify their immediate supervisor when they will return to work.
- 24.10 If there is reason to believe an employee is abusing sick leave, the Employer may request, at its discretion, an examination by a doctor of its choice to confirm the inability of the employee to attend at work or to perform the duties of their job.
- 24.11 Sick leave benefits may be used for pregnancy-related illness(es).
- 24.12 It is agreed that the accumulated sick leave credits in existence for each of the employees in the bargaining unit upon the date this Agreement comes into effect, shall continue and shall

be recognized as the accumulated sick leave.

- 24.13 A leave of absence due to illness shall be considered continuous service with the Board.
- 24.14 Where, pursuant to the Agreement, an employee is required to submit reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations or reports.
- 24.15 For the purposes of Article 24.12, employees of the former Dartmouth School Board will be deemed to have accumulated sick days at the rate of twenty (20) days per year of employment with the Board, commencing September 1988. That number of days, minus sick days actually taken by the employee, shall be recognized as the employee's accumulated sick leave as at the date of the signing of this Agreement. The number of days accumulated shall not exceed one hundred and ninety-five (195) days. The employee shall use their sick days in the following order:
- (a) the current eighteen (18) days;
 - (b) the accumulated days up to one hundred ninety-five (195);
 - (c) the grandfathered accumulation.
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NSGEU Collective Agreement

Article 25 Benefit Plans

- 25.01 Employees who meet the requirements of the plans as a condition of continued employment, shall participate in the Employer's pension plan, group insurance and medical plans unless covered by a spousal plan for medical benefits.
- 25.02 The Employer agrees to cost-share fifty percent (50%) of the Plan. The Employer shall continue to pay fifty percent (50%) of the cost of the Extended Health Care Plan for those employees on the LTD Plan for the period the employee is on LTD.
- 25.03 The Employer, within one year from the signing date of this Agreement shall have in place a benefit plan. The Employer shall ensure that temporary arrangements are made for the continuation of the benefit plans currently enjoyed by members of the Union. The Employer's benefit plan shall provide benefits which are essentially the same as, and in any event, no less favorable than, the benefits provided to employees pursuant to their existing plans.
- 25.04 Within one year of the signing of this Agreement, or as soon as practical, the Employer shall establish and submit for registration with the applicable regulatory authorities, a pension plan for employees covered by this Collective Agreement. This pension plan shall provide benefits which are essentially the same as, and in any event, no less favorable than, the benefits provided to employees under their current pension plan.
- The Employer in consultation with the Union will develop and make recommendations to the Board and the Union regarding new Pension and benefit Plans. The Employer will not implement new plans or change existing plans without mutual agreement of the Union.
- 25.05 All new employees hired after November 1, 1997, will be placed on the benefit and pension plan currently in place for the employees of the former Halifax County-Bedford District School Board until such time as the employees' new benefit and pension plan are established by the Board in accordance with this Article.
- 25.06 The Employer will provide information booklets to all new employees and update all present employees, when necessary, regarding the Insurance and Health Care Plan and Pension Plan.
- 25.07 As of October 30, 2000, employees shall not accumulate any additional service to count toward their pre-retirement leave/cash gratuity. This Article applies to current employees who were employed prior to November 1, 1997:

Former Halifax District School Board:

- (a) who have ten (10) years of continuous service with the Board shall, upon retirement from the Board be entitled to a pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service from the date of employment with the Board, up to a maximum of three (3) calendar months.
- (b) All employees entitled to the above stated pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement leave worked. Where the lump sum payment is chosen, this amount shall

not be computed as part of the employee's pension and would be paid at the time of actual retirement.

Former Halifax County-Bedford District School Board:

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

Years of Service	Sick Leave Required	Cash Gratuity (in months)
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	150 days	4 months
20 and under 25 years	waived	5 months
25 years and over	waived	6 months

Former Dartmouth District School Board:

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

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

25.08 Article 25.07 does not apply to employees hired after November 1, 1997.

NSGEU Collective Agreement

Article 26 Workers Compensation Coverage

- 26.01 The Employer shall provide Workers Compensation to employees who are injured on duty.
- 26.02 The Employer shall maintain the Employers and employees contributions to benefit and pension plans in which the employee is a participant for the period of the employee's absence from work as a result of the injury on duty.
- 26.03 If an employee in injured on duty and applies for Workers Compensation and is denied, the Employer will permit the employee to use their sick leave (including) where the absence was for two (2) days or less.
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NSGEU Collective Agreement

Article 27 Occupational Health and Safety

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

Article 28 Vacation

- 28.01 "Service" for the purpose of this Article, shall accumulate from the employees most recent date of hire with the employer.
- 28.02 The vacation year shall be September 1st to August 31st. The employee shall be notified in writing of their vacation entitlement each year in January. The employees anniversary date will be the date used to calculate the employees vacation entitlement.
- 28.03 Vacation entitlement is as follows:
- (a) employees employed for less than one (1) year shall be entitled to vacation days as needed to cover the Christmas, February and March breaks. Any employee hired after the March break shall be entitled to vacation pay in accordance with the Labour Standards Code;
 - (b) employees employed for more than 1 year but less than 7 years, 15 days vacation per year;
 - (c) employees employed for 7 years but less than 15 years, 20 vacation days per year;
 - (d) employees employed for more than 15 years but less than 25 years, 25 days per year;
 - (e) employees employed for more than 25 years, 30 days per year.
- 28.04 Employees are entitled to carry over six (6) vacation days in any year to be used in the following year if a request is made in writing to their immediate supervisor by May 1st.
- 28.05 For employees who work less than twelve (12) months, the school February Break, March Break and the Christmas Break shall be considered vacation for employees and shall be deducted from the employee's vacation entitlement.
- 28.06 Any remaining days of vacation entitlement may be taken during the school year or the employee may elect to take these unused days in the form of the appropriate salary for such a day and such payment to be received on or before the first pay period in June.
- 28.07 Employees shall be paid vacation entitlement equivalent to the number of hours they are normally scheduled to work.
- 28.08 Vacations shall be taken in the year accumulated unless the employee is prevented by injury, serious illness or other circumstances beyond the employee's control from taking vacation in that year. Payment in lieu of unused vacation may be provided by mutual agreement. If vacation cannot be taken in the subsequent year, the outstanding vacation days will be paid at the end of that vacation year.
- 28.09 If an employee is injured or becomes ill before the start of an employee's vacation, the employee may, at their option, postpone their vacation:
- (a) If an employee becomes seriously ill or requires medical attention during a vacation period, and the illness is for a period in excess of three (3) or more consecutive working

days, the employee shall be granted sick leave and their vacation credit restored to the extent of the sick leave; and

- (b) In order to be entitled to the benefits of the provisions of section (a), the employee must provide a medical certificate, satisfactory to the Employer from a legally qualified medical practitioner, to substantiate the seriousness of the illness claimed and have sufficient accumulated sick leave pursuant to Article 24 to cover the period of absence from work.

28.10 Vacation accrued and carried over prior to the signing of this agreement will be recognized as vacation days accumulated and awarded accordingly.

28.11 Employees who work in a Board or Satellite office will indicate their preferred vacation on a list to be circulated by March 1 of each year, and by seniority choose their vacation. Vacation will be approved by March 30. The Employer will not unreasonably deny an employee their preferred vacation.

Vacations may be taken throughout the year subject to the operational requirements of the Employer. The Employer reserves the right, in its sole discretion, to limit the number of employees on vacation at any time. Subject to the foregoing, vacations shall be granted at each work location in accordance with seniority.

28.12 Employees shall be paid for vacation time at their regular rate of pay in effect at the time the vacation is taken. Adjustments to their pay will be made on the appropriate date and paid to the employees as if they were at work.

NSGEU Collective Agreement

Article 29 Holidays

- 29.01 Employees shall be entitled to days off with pay on the following paid holidays:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Canada Day
 - (f) First Monday in August
 - (g) Labour Day
 - (h) Thanksgiving
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
- 29.02 Holidays declared by the Minister of Education of the Province of Nova Scotia, or declared by the Federal, Provincial, and Municipal governments will also be considered as paid holidays for the purpose of this collective agreement.
- 29.03 The above holidays will be observed by employees on the calendar day on which they fall, unless, by government proclamation, they are observed on another day. Holidays, which fall on a Saturday or Sunday will be observed on the immediately preceding or following regular school day on which the school is closed in observation of the holiday.
- 29.04 If a paid holiday falls during the employee's scheduled vacation period, the employee shall be credited with an additional vacation day.
- 29.05 Employees required to work on any of the foregoing holidays shall, in addition to holiday pay equivalent to one day's pay at their normal straight time pay rate, receive pay at the rate of one and one-half (1 ½) times for work performed.
- If the employee is required to work on a Holiday listed in Article 29.01, they shall be paid a minimum of three (3) hours at the applicable overtime rate.
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NSGEU Collective Agreement

Article 30 Leaves of Absence

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

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

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

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

30.03 The employee shall be entitled to not more than six (6) days personal leave with pay each year. When working conditions permit, employees may receive up to an additional thirty (30) days personal leave without pay per year.

Bereavement Leave

30.04 When a death or deaths occur in the employee's or spouse's immediate family, the employee shall be entitled for each death to bereavement leave for five (5) working days with pay for immediate family defined as: spouse (including common law where the couple have lived together for at least one year), parents, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

30.05 If an employee is on vacation or sick leave at time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.

Leave for Jury Duty

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

- (a) The employee shall produce proof satisfactory to the School Board of attendance for and participation in jury duty; and

- (b) The employee will be granted a leave to attend jury duty, but upon dismissal will return to their place of employment, if one half of their regular day is still available to work.

Political Participation Leave

- 30.07 (a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a federal or provincial election.
- (b) An employee who is a Candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted consistent with Board policy.
- (c) A Letter of Understanding shall be developed with respect to leave for political participation.

Extended Leaves

- 30.08 The Board, in its sole discretion, may provide an extended unpaid leave to an employee for up to and including twelve (12) months. Upon completion of a one (1) year extended unpaid leave, the employer may grant a second (2nd) consecutive year unpaid leave to an employee who applies for and requires a second (2nd) year unpaid leave immediately following the first (1st) year's unpaid leave.
- 30.09 Upon return from an extended unpaid leave in accordance with this Article the employee shall be guaranteed a position with the Employer. Placement shall be based on the following options:
 - (a) Placement to the original position after a leave of absence for one (1) year;
 - (b) To a comparable position after two (2) years;
 - (c) Placement to a mutually agreed upon position.
- 30.10 An employee granted a leave of absence of more than six (6) months shall give the Employer one (1) month's written notice of date of return.
- 30.11 Entitlement to pension, group insurance, and medical care benefits pursuant to Article 25 shall only continue after the first thirty (30) days of the absence without pay if the employee pays to the Employer the full cost of such benefits, including the Employer's share for the period of absence following the first thirty (30) days of absence. Continuation of medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan. Arrangements for payments shall be mutually agreeable to both parties.

Pregnancy Leave

- 30.12 The Employer shall not terminate the employment of an employee because of her pregnancy.
- 30.13 (a) A pregnancy leave of seventeen (17) weeks will be granted.
- (b) An employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

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

Parental Leave

- 30.14
- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence of up to seventeen (17) weeks upon giving the Employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
 - (b) Where notice as required under Article 30.14 (a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
 - (c) The parental leave of an employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:
 - (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
 - (ii) shall end not later than seventeen (17) weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end.

Parental Leave for Spouse

- 30.15
- The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 30.14 (c),
- (a) shall begin on such date coinciding with or after the birth of the child as the employee determines; and
 - (b) shall end not later than seventeen (17) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

Parental Leave for Adoptive Parents

- 30.16 An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventeen (17) weeks. This leave,
- (a) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
 - (b) shall end not later than seventeen (17) weeks after the leave began.

Resumption of Work

- 30.17
- (a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
 - (b) When an employee reports for work upon the expiration of the period referred to in Articles 30.13 and 30.14 the employees shall resume work in the same positions they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave.
 - (c) While an employee is on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.
 - (d) While an employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life, and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

Supplementary Employment Benefits

- 30.18 If an employee on pregnancy or adoption leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit.

The Board agrees to top Employment Insurance payments according to the following schedule. The first two (2) weeks shall be paid at the rate of seventy-five (75) percent from the Board. The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three (93) percent.

Paternity Leave

- 30.19 Where an employee's spouse gives birth to a child, or a child is placed in the employees home for adoption the employee shall be granted special leave with pay up to a maximum of two (2) days. This leave may be divided into two (2) separate days.
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NSGEU Collective Agreement

Article 31 Validity

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

NSGEU Collective Agreement

Article 32 Entire Agreement

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

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

NSGEU Collective Agreement

Article 33 Duration

- 33.01 The term of this Agreement shall be from November 1, 1997 to October 31, 2000, and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.
- 33.02 This Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.
- 33.03 Any notice or correspondence to be given by either party concerning this Agreement shall be considered sufficiently given if mailed (prepaid and certified), and delivered, delivered by courier, or sent by facsimile transmission addressed,

in the case of the Employer to:

**Superintendent of Schools
Halifax Regional School Board
90 Alderney Drive
Dartmouth, NS B2Y 4S8**

in the case of the Union to:

**President Nova Scotia Government Employees
Union
100 Eileen Stubbs Avenue
Dartmouth, NS B3B 1Y6**

with a copy to the Employee Relations Officer assigned to the Local.

Letter of Understanding

Between

Halifax Regional School Board

(hereinafter referred to as the "Employer")

and the

nova scotia government employees union

(hereinafter referred to as the "Union")

Wages

- Employees who were reclassified by the Coopers Lybrand evaluation, shall be paid at the step which most reflects their seniority with the Board effective November 1, 1997.
 - Employees who are presently red-circled above the maximum salary for their classification shall remain at that salary level and not receive further increases until such time as their maximum hourly rate equals the maximum hourly rate of the classification scale.
 - Employees who were subject to the Wage Restraint legislation and who were subject to a 3% rollback shall receive a 3% lump sum payment effective November 1, 1997.
-

APPENDIX B
EXCLUSIONS LIST

The following positions are not including in the N.S.G.E.U. bargaining unit:

Superintendent

Directors

Coordinators

Purchasing Manager

Regional Accounting Service Manager

Systems Manager (Research & Technology)

Payroll Supervisor

Communications Officer

Human Resources Assistants

Secretary to the Board

Executive Secretary to the Superintendent

Secretary to the Communications Officer

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

Secretary to Directors

Secretaries to the Human Resources Department

Persons represented by another Bargaining Agent,

Persons excluded from any other Bargaining Unit

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

MEMORANDUM OF AGREEMENT #1

BETWEEN

HALIFAX REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

and the

NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

hereinafter referred to as the "Union"

Leave of Absence for Full Time Union President

The parties agree that the following shall apply;

1. An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.
2. An employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term they are to serve up to a maximum of two (2) years.
3. Notwithstanding paragraph 2, a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.
4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end of June 30.
5. All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
6. Notwithstanding paragraphs 2 and 5, the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
7. Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held.
8. Notwithstanding paragraph 2 or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.

9. Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence. The employee will not earn vacation while on a leave of absence.

10. The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums, and any other benefits made on behalf of the employee during the period of leave of absence.

11. This Memorandum shall form part of the existing collective agreement.

MEMORANDUM OF AGREEMENT #2

BETWEEN

HALIFAX REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

and the

NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

hereinafter referred to as the "Union"

Deferred Leave Plan

This Memorandum of Agreement shall be and form part of the Collective Agreement.

Purpose

The Prepaid Leave Plan is established to afford employees the opportunity of taking a one (1) year leave of absence and to finance the leave through deferral of salary.

Terms of Reference

- (a) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (b) A suitable replacement for the employee on leave will be obtained where required, and the incumbent(s) filling any position(s) temporarily vacated as a result of such leave will be covered by the collective agreement.
- (c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

Eligibility

Any permanent employee is eligible to participate in the Plan.

Application

- (a) An employee must make written application to the Employer at least four (4)

calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted by the Employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.

(b) Written acceptance or denial of the request, with explanation, will be forwarded to the employee within two (2) calendar months of the written application.

Leave

(a) The period of leave will be one (1) year.

(b) On return from leave, the employee will be assigned to their same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.

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

Payment Formula and Leave of Absence

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

(a) During the deferral period of the Plan, preceding the period of leave, the employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance to period of leave.

(b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan, and Unemployment Insurance at that time.

(c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit, and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.

(d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.

(e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.

(f) The employee may arrange for any length of deferral period in accordance with the provisions set out above.

Benefits

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

Withdrawal

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

Written Contract

(a) All employees will be required to sign an approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.

(b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the employee and Employer.

MEMORANDUM OF AGREEMENT #3

BETWEEN

HALIFAX REGIONAL SCHOOL BOARD

hereinafter referred to as the "Employer"

and the

NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

hereinafter referred to as the "Union"

Job Sharing

The parties agree as follows:

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

Job sharing shall occur when jointly requested by existing employees and approved by the Board.

Those employed in a job sharing situation will continue to be members of the bargaining unit and covered by the Agreement.

The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.

Employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.

Both employees must share the same job classification/title to carry out the full time/part-time duties and responsibilities of the position to be job shared.

An employee wishing to job share their position:

- (i) has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement; or,
- (ii) will request the Employer to advertise within the bargaining unit for an employee who is willing to enter into the job-sharing arrangement; and, if no reply is forthcoming, then the Employer will advertise outside the bargaining unit.

The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate supervisor of the position to be job shared.

A position will be job shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two (2) year maximum period must be mutually acceptable to the employees, the

Employer, and the Union. At the end of the job sharing period, the employee(s) will resume the full-time/part-time position they held prior to entering into the job-sharing arrangement or as in (ii) above be laid off if the employee was not a bargaining unit employee before the job share began.

An employee's anniversary and/or service date for the purpose of earning a merit increment, increment in vacation entitlement, etc., will remain unchanged as if the employee were working on a regular full-time/part-time basis.

For the purposes of the Collective Agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside their scheduled hours of work will be compensated in accordance with Article 12 with the employee's bi-weekly rate being determined on the basis as if they were working the normal full-time hours.

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

Holidays

Each employee will be entitled to the paid holidays provided for in accordance with Article 29 of the Agreement.

General Illness

Each employee shall be entitled the sick leave benefits provided for in accordance with Article 24 of this Agreement.

Long Term Disability

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

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

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

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

An employee filling any position temporarily vacates as a result of job sharing will be covered by the Collective Agreement as a term employee.

The parties agree that, except for the cost of benefit provided for under this Article and/or the Collective Agreement, there will be no added cost to the Employer directly resulting from any job-sharing arrangement.
