

**SOUTH SHORE REGIONAL SCHOOL  
BOARD**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR  
NON-UNION EMPLOYEES**

Approved October 26, 2011

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The common objective of the South Shore Regional School Board and its Employees is the provision of the highest standard of services possible in fulfilling the Board's statements of mission and beliefs. The Board acknowledges that this partnership will be most successful if Employees feel they are a part of an environment where excellence is valued, all persons are treated with dignity, and each member of staff is encouraged to perform to his or her full potential.
- 1.02 It is the understanding that Employees who are not members of a union should enjoy working conditions and terms of employment that are consistent with the principles of equity and the pursuit of excellence.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 In these terms and conditions of employment:
- (a) "Board" means the South Shore Regional School Board or its successor.
  - (b) "Employee" means an individual in the non-union group employed by the Employer.
  - (c) "Employer" means the South Shore Regional School Board or its successor.
  - (d) "Non-union Employee Group" means the collective of non-union employees covered under these term and conditions of employment.
  - (e) "Permanent Full-Time Employee" means an Employee who has successfully completed the probationary period of not less than one (1) year continuous active service and works a minimum of 35 hours per week.
  - (f) "Permanent Part-Time Employee" means an individual who has successfully completed the probationary period of not less than one (1) year continuous active service and works less than 35 hours per week.
  - (g) "Probationary Employee" means an individual during the period of one (1) year of continuous active service from the individual's date of hire as a permanent Employee.
  - (h) "Term Employee" means an individual hired on a temporary basis for a specific period of time of at least thirty (30) days.
  - (i) "Casual Employee" means an individual who has been hired to temporarily perform the duties of a permanent full-time, permanent part-time, or probationary Employee on holidays or sick leave. Casual Employees are excluded from these terms and conditions of employment and are, therefore, subject to the terms of the Provincial Labour Standards Code & Regulations.

- (j) “Supervisory Employee” means an Officer, Supervisor, Manager, or Coordinator.
- (k) “Days” means work days, unless otherwise specified.

### **ARTICLE 3 – EFFECTIVE DATE OF TERMS AND CONDITIONS OF EMPLOYMENT**

3.01 The provisions of these Terms and Conditions for Non-Union Employees shall be effective as of October 26, 2011 unless otherwise indicated in a specific article. The Board shall examine, evaluate and update the articles herein at least every 2 years, or sooner, if requested by the Employees or the Employer. This review shall be conducted through the Non-Union Joint Consultation Committee (NUJCC).

### **ARTICLE 4 – EMPLOYEES COVERED BY TERMS AND CONDITIONS OF EMPLOYMENT**

- 4.01 These terms and conditions governs all permanent full-time, permanent part-time, probationary, and term Non-Union Employees of the Board, with the exception of Directors, cafeteria workers, noon hour and bus supervisors, designated externally funded positions, tutors, homestay coordinators, and any other school-based Employees.
- 4.02 No Employee shall be permitted to make a written or verbal agreement with the Employer, or its representatives, which is contrary to the policies contained herein.

### **ARTICLE 5 – DISCRIMINATION**

- 5.01 It is the policy of the Board that there shall be no discrimination with respect to Employees covered by these terms and conditions of employment. Discrimination, in the context of this document, is an action or behaviour that leads to adverse treatment of an individual or group because of a special characteristic, specifically, age, race, colour, ethnic, national or aboriginal origin. Other prohibited grounds of discrimination under the Nova Scotia Human Rights legislation include: religion, creed, sex, sexual orientation, physical or mental disability, family status, marital status, source of income, political belief, affiliation or activity or an irrational fear of contracting an illness or disease.
- 5.02 All Non Union Employees are covered under the Dignity in the Workplace Policy and the Race Relations, Cross-Cultural Understanding and Human Rights Policy of the Board.

### **ARTICLE 6 – HOURS OF WORK**

- 6.01 The regular work hours for all Permanent full-time Employees, shall be a minimum of thirty-five (35) hours per week, scheduled five (5) days per week, Monday through Friday. The normal working day shall consist of seven (7) hours usually scheduled between the hours of 8:00 a.m. and 5:00 p.m.
- 6.02 Effective January 1, 2009, vacancies for Supervisory positions shall be posted as forty (40) hour work weeks.

6.03 Notwithstanding 6.01, the Superintendent may, where operational requirements permit, authorize a flexible working hours schedule, provided the weekly number of hours and the number of work days per week is not reduced.

## **ARTICLE 7 – OVERTIME**

7.01 While the practice of overtime is not encouraged, it is recognized that there are times, based on workload, when an Employee will be required to work hours beyond the regular workday or regular workweek. When planning work schedules, management is expected to treat Employees with respect and courtesy. Compensable overtime must be pre-approved, in writing, by the Director of the Department and the Superintendent.

7.02 (a) Overtime provisions for positions below the position of Supervisor

- (i) Overtime will be compensated as time in lieu at the rate of 1.5 hours off for each full hour worked.
- (ii) Time in lieu normally will be taken at a time approved by the Director of the Department within two months of being earned. Time in lieu is not to accumulate beyond the equivalent of 70 hours (10 days).
- (iii) With the approval of the Director of the Department and the Superintendent, overtime may be compensated in pay at 1.5 times the regular rate.

(b) Additional time worked provisions for positions of Supervisor and above:

- (i) Staff in positions of Supervisor or above have as a condition of employment a reasonable expectation that on occasion they will be required to work beyond the normal workday or normal workweek without additional compensation. Therefore, compensable overtime will only be approved in exceptional circumstances, and must have prior written approval of the Director of the Department and the Superintendent.

## **ARTICLE 8 – METHOD OF PAY**

8.01 Employees shall be paid every second Thursday based on 1/26 of their annual salary, starting on the second Thursday of August of each year. Pay shall be by direct deposit only.

8.02 The pay and deductions will be made available electronically only through SAP HR/Payroll Employee Self Service.

## **ARTICLE 9 – CONSULTATION**

- 9.01 A Non-Union Joint Consultation Committee (“Committee”) shall be established to deal with issues of common concern to both the Employer and Employees. The Committee shall consist of the Superintendent of Schools, or designate, the Coordinator of Human Resources, two (2) school board members and two (2) representatives from Non-Unionized Employees. By providing a forum for discussion, the Committee shall attempt to foster good communication and effective working relationships between the parties.
- 9.02 The Committee shall meet at least once a year and such other times as may mutually be agreed to by the parties. The Committee shall determine its own operating procedures.
- 9.03 Any member of the Committee shall have the right to attend meetings held within working hours without loss of salary. There shall be no compensation for time spent outside regular working hours.

## **ARTICLE 10 – TERMS OF REFERENCE**

- 10.01 (a) Non-Union Joint Consultation Committee (NUJCC)
- (i) The Non-Union Joint Consultation Committee (NUJCC) shall receive suggested updates from the Non-Union Employee Group for consideration and possible recommendation to the Board. The Non-Union Joint Consultation Committee (NUJCC) shall examine and evaluate the suggested updates to the terms and conditions of employment and recommend through senior management to the Board.
  - (ii) The Non-Union Joint Consultation Committee (NUJCC) shall address any other concerns that may be brought forward from the Non-union Employee Group.
- (b) Non-Union Employee Group:
- (i) The Non-Union Employee Group shall periodically examine and evaluate the terms and conditions of employment to recommend any updates to the Non-Union Joint Consultation Committee (NUJCC) for consideration and possible recommendation to the Board. The Non-Union Employee Group shall address any other concerns that may be brought forward to the Non-Union Joint Consultation Committee (NUJCC).

## **ARTICLE 11 – DISPUTE RESOLUTION PROCESS**

11.01 It shall be the policy of the board that Non-Union Employees shall have a right to a dispute resolution process; the purpose of which shall be to settle a dispute regarding the interpretation, application, administration and operation, or alleged violation of the terms and conditions of employment for non-union Employees. Every attempt should be made to settle the dispute informally with the immediate Supervisor. Should the attempt to settle the dispute fail, the following procedure shall apply:

- (a) An appeal may be submitted within five (5) working days in writing to the Director of Human Resources, who shall meet and respond in writing to the Employee within five (5) working days following receipt of the appeal.
- (b) Failing a satisfactory resolution, the appeal may be submitted within five (5) working days in writing to the Superintendent of Schools, who shall meet with and respond in writing to the Employee within five (5) working days following receipt of the appeal.
- (c) Failing a satisfactory resolution, the Employee within five (5) working days of the response from the Superintendent of Schools, may submit the appeal in writing to the Board, which shall, at its next regular meeting, meet with the Employee and / or the Employee's representative, and render its decision within, ten (10) working days of receipt of such meeting. The decision of the Board shall be binding.

11.02 At any time of the dispute resolution process, the Employee making the appeal shall have the right to attend appeal meetings as noted above, either with or without a representative.

## **ARTICLE 12 – BONDING**

12.01 The Employer shall provide an insurance bond for all Employees who are required to handle money in the course of their duties.

## **ARTICLE 13 – STATUTORY AND OTHER HOLIDAYS**

13.01 The following designated days shall be considered holidays for permanent full-time and permanent part-time Employees: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, 1st Monday in August (civic), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day designated as a holiday by the Federal, Provincial, or Municipal Governments or the Minister of Education.

13.02 If Remembrance Day falls on a weekend, it shall not be a Holiday unless declared a Holiday by the Minister of Education.

13.03 All other Employees (i.e. casual) shall be governed by the Provincial Labour Standards Code & Regulations.

- 13.04 In the event that a statutory holiday, other than Remembrance Day, falls on a Saturday or a Sunday, the immediately preceding Friday or immediately following working day, at the option of the Employer, shall be considered the holiday.
- 13.05 An Employee who is required to work on a holiday shall be paid a rate of double time and shall be given an additional day off at a mutually agreed time within three (3) months following the holiday.
- 13.06 Pay for holidays is included in the Employee's rate of pay.

**ARTICLE 14 – VACATION**

- 14.01 The vacation year shall be January 1 to December 31. An Employee beginning employment during the year shall accumulate vacation credits for each month worked; however, no vacation will be credited for the month an Employee is hired if the Employee commences work after the 15th day of the month.
- 14.02 All permanent full-time and part-time Employees are entitled to receive vacations with pay.
- 14.03 Temporary and casual Employees shall not be eligible for vacations; however, vacation pay will be paid according to the Provincial Labour Standards Code and Regulations.
- 14.04 Vacations may be taken at any time during the calendar year, subject to the operational requirements of the Employer, as determined by the Employer, and subject to the right of the Superintendent of Schools, on behalf of the Employer, to limit the number of Employees on vacation at any one time. Subject to the foregoing, vacations will be granted in each work location in accordance with length of service.
- 14.05 An Employee leaving the employ of the Employer prior to December 31 in any year shall have his/her termination pay adjusted according to a pro-rated calculation of vacation benefits accrued.
- 14.06 Employees shall accumulate vacation entitlement, based on continuous service with the Board and predecessor Boards, as follows:

Less than one year	Pro-rated portion of fifteen (15) working days
1-8 years	Fifteen (15) working days
9-17 years	Twenty (20) working days
18-29 years	Twenty-Five (25) working days
30 years and over	Thirty (30) working days



- 14.07 Vacation shall be taken in the year accumulated unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee's control. No pay in lieu of vacation shall be made.
- 14.08 Notwithstanding the above, an Employee with the approval of her/his supervisor may carry over a maximum of ten (10) vacations days from one year to the next.
- 14.09 Employees with at least three (3) weeks vacation entitlement may use five (5) days of their vacation one full day at a time, provided the Employee has the consent of his/her supervisor.
- 14.10 If a paid holiday falls during the Employee's scheduled vacation period, the Employee will be credited with an additional vacation day.

### **ARTICLE 15 – SICK LEAVE**

- 15.01 The Employer will provide protection for its permanent full-time and permanent part-time Employees against loss of income sustained because of illness.
- 15.02 Permanent full-time and permanent part-time Employees shall be granted sick leave with pay. Permanent full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month of active service, to a maximum of one hundred ninety-five (195) working days. Days of sick leave used shall be deducted from sick leave credits.
- 15.03 Permanent part-time Employees shall accumulate sick leave on a pro-rata basis depending on the number of hours worked.
- 15.04 Notification of accumulated sick leave credits is provided on the Employee's pay advice. These balances are the official record of the Employee's sick leave balance.
- 15.05 The Employer will attempt to reschedule vacation if an Employee is seriously ill prior to his/her scheduled vacation. If an Employee is hospitalized during vacation, the vacation days during which he/she was hospitalized will be rescheduled provided adequate proof of such hospitalization is given to the Employer.
- 15.06 Employees shall attempt to schedule medical appointments outside of regular working hours but when this is not possible, sick leave may be used to attend medical appointments.
- 15.07 An Employee may be required to produce a medical certificate for a period of absence for which sick leave is claimed where:
- (a) The Employee has been absent, or is expected to be absent, for more than three (3) consecutive days, provided the Employee is given adequate advance notice by the Employer; or

- (b) The Employer reasonably believes the Employee is misusing sick leave credits and has provided the Employee with advance notice of the requirement to provide a certificate.
- (c) If the advance notice referred to above is not written notice, the Employer will confirm, in writing, the requirements to provide a certificate.

15.08 Such certificate shall be from a qualified medical practitioner chosen by the Employee and shall notify the Employer whether or not the Employee has been ill, whether or not the illness prevented the Employee from coming to work and when the Employee may return to work. The certificate shall not identify the nature of the Employee's illness unless otherwise decided by the Employee.

15.09 The Employer may require an Employee to be examined by a mutually agreed alternate medical practitioner or, if the Employer and the Employee are unable to agree, the Employee will designate three (3) medical practitioners. The Employer may reject up to two of the three medical practitioners designated by the Employee. The Employee shall be examined by one of the medical practitioners not rejected by the Employer. The certificate from the medical practitioner shall advise the Employer whether the Employee has an illness, which requires absence from work. However, the report shall be in general terms and shall not identify the nature of the Employee's illness unless otherwise decided by the Employee.

15.10 The cost of providing a medical certificate shall be at the Employer's expense.

15.11 Employees who are ill shall endeavour to notify the Employer of the expected duration of the illness as early as possible and shall endeavour to give the Employer the maximum possible notice of his / her return to work.

## **ARTICLE 16 – LEAVES**

16.01 Permanent Employees shall be entitled to the following leaves:

- (a) Bereavement Leave
  - (i) When a death occurs in the immediate family, the Employee shall be granted up to five (5) consecutive working days immediately following the death (with pay if scheduled to work). Immediate family includes spouse, parent, child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister and grandchild.
  - (ii) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the funeral of the Employee's, or spouse's, grandparent, aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

- (iii) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, at the discretion of the Employer.
- (b) Jury Duty
  - (i) Employees shall be granted a leave, without loss of pay, to serve as a jury or witness in a court or to respond to a subpoena to attend a court of law or coroner's inquest, or to be present in court during the jury selection process.
- (c) Family Illness
  - (i) Employees may use up to five (5) days of personal leave to care for sick members of the employee's immediate family. Such leave shall be charged against the sick leave bank of the employee.
- (d) Graduation Leave
  - (i) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the post-secondary convocation exercise/graduation of the Employee, his/her child(ren), or his/her spouse. The Employee may be granted up to one (1) additional day leave (with pay if scheduled to work) to travel if such post-secondary convocation exercises/graduation is outside Nova Scotia.
- (e) Compassionate Care Leave
  - (i) Permanent Employees eligible for Compassionate Leave shall be entitled to a maximum of eight (8) weeks leave in accordance with the Labour Standards Code for the Province of Nova Scotia.
- (f) Special Leave With Pay
  - (i) Special leaves of absences may be granted, for exceptional circumstances, such as serious illness in the immediate family, as determined by the Employer, upon the written request of an Employee to the Coordinator of Human Resources, or designate. Such leaves shall not unreasonably be withheld. The maximum number of days paid leave under the Article shall be five (5) days annually, to be taken from the Employee's sick bank.
- (g) Leave Without Pay
  - (i) The employer shall grant, upon written request of an Employee who has a valid reason for the request, an unpaid leave of absence of up to one year. The leave may be extended by mutual agreement.

- (ii) Applications for leaves of absence without pay are to be submitted in writing to the Coordinator of Human Resources, or designate, sixty (60) days in advance of the leave. In exceptional circumstances, a leave of absence may be granted with less than sixty (60) days notice).
- (iii) An Employee who returns from such a leave shall, after returning to work, enjoy the same rights and privileges as the Employee would have had if the Employee had not taken the leave.

## **ARTICLE 17 – PREGNANCY, PARENTAL, AND ADOPTION LEAVE**

### **17.01 Pregnancy Leave**

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks;
- (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, prior to approving such leave, 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 not sooner than sixteen (16) weeks preceding the expected date of delivery and not 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; and
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date; or
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original notice; and
  - (iii) where notice as required is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of their leave or return to work.

## 17.02 Parental Leave

- (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 fifty-two (52) weeks, including the pregnancy leave, 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.
- (b) Where notice required is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) Parental Leave Following Pregnancy Leave
  - (i) 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:
    - (a) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work; and
    - (b) shall end not later than thirty-five (35) 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.

## 17.03 Parental Leave for Spouse

- (a) 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 17.01:
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (ii) shall end not later than fifty-two (52) 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.

## 17.04 Parental Leave for Adoptive Parents

- (a) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

- (i) Shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
  - (ii) Shall end not later than fifty-two (52) weeks after the leave began.
- (b) If both adoptive parents of a child or children are eligible for parental leave, pursuant to this article, the total leave taken by both Employees shall not exceed fifty-two (52) weeks.

#### 17.05 Rights of Employees on Pregnancy Leave

- (a) If an Employee is entitled to 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 expiration of the period referred to in 17.01, she shall resume work in the same position that was held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave. Should the position no longer exist the employee will be treated in the same manner she would have been treated but for the leave.
- (c) While 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. However, the Employee is not deemed to have completed probationary service while on pregnancy or parental leave.
- (d) While the Employee is on pregnancy or parental leave, the Employer shall maintain coverage of medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### 17.06 Pregnancy Allowance

- (a) An Employee entitled to pregnancy leave under the provisions of this Article, who provides the Employer with proof that she has applied for, and is eligible to receive, employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made to the S.E.B. Plan will consist of the following:

- (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to sixty-five per cent (65%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and eighty-five (85%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (d) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (e) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.

#### 17.07 Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this Article, who provides the Employer with proof that she has applied for, and is eligible to receive, employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of parental or adoption leave, payments made to the S.E.B. Plan will consist of the following:
- (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to sixty-five per cent (65%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and eighty-five (85%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (d) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (c) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.
- (d) In the event both parents of the child are employees of the South Shore Regional School Board, this S.E.B. entitlement shall apply to only one (1) employee.

#### **ARTICLE 18 – INCLEMENT WEATHER/WORK PLACE CLOSURE**

- 18.01 Employees are expected to report for work when schools are closed due to inclement weather. An Employee shall not suffer a loss of salary when the workplace is closed due to inclement weather.
- 18.02 Employees shall not suffer a loss of salary if their workplace is temporarily closed for reasons of health, security and / or safety.
- 18.03 On days on which the workplace is not closed due to inclement weather, reasonable accommodation in an Employee's daily or weekly work schedule will be made for an Employee who may be individually affected by weather conditions. Reasonable accommodations are:
- (a) Using banked time for time missed
  - (b) Using vacation time for time missed
  - (c) Arranging to make up the time missed

#### **ARTICLE 19 – HEALTH AND SAFETY**

- 19.01 The Board will comply with the Occupational Health and Safety Act (Nova Scotia).
- 19.02 All Employees are entitled to work in a harassment-free workplace, as outlined in the Dignity in the Workplace policy of the Board.

#### **ARTICLE 20 – PROBATIONARY EMPLOYEES**

- 20.01 A newly hired Employee shall be on probation for a period of one year of continuous active service from the date of hire into a permanent position.



- 20.02 The purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer. At any time during the probationary period the Employee may be terminated at the sole discretion of the Employer.
- 20.03 A probationary employee shall receive a verbal evaluation after three months, a written evaluation after six (6) months and a written evaluation at the expiry of the probationary period.
- 20.04 Upon completion of the probationary period the supervisor of the Employee will recommend that:
- (a) the Employee be given permanent status,
  - (b) the probationary period be extended, or
  - (c) the Employee be terminated.

## **ARTICLE 21 – SERVICE**

- 21.01 Service is defined as an Employee's length of service with the Employer, effective the Employee's date of hire in a permanent full-time or part-time position as a Non Union Employee.
- 21.02 Notwithstanding 21.01, for employees with a date of hire in a permanent full-time or part-time position prior to April 1, 2009, service is defined as an Employee's length of service with the Employer as recorded in the Non-Union service list on March 31, 2009.
- 21.03 Term service, as a non-union employee, immediately preceding the appointment to a permanent position with the Board shall be considered as service with the Employer. Term service ending within thirty (30) days of the appointment shall be considered as immediately preceding.
- 21.04 The Employer shall maintain a service list showing the date upon which the Employee's service with the Employer commenced. Where two or more Employees commenced work on the same date, preference shall be given to the Employee with the highest last digit of their social insurance number.
- 21.05 An up-to-date service list as of December 31 shall be provided to the non-union Employees and posted annually by February 15. Any objections to the service list must be made within forty-five (45) days of posting. If no objection is made, the list is deemed to be correct in respect to that Employee and no further challenge may be made.
- 21.06 An Employee's service rights shall be forfeited for the following reasons:
- (a) An Employee resigns and does not withdraw the Employee's resignation within two (2) days.

- (b) An Employee is discharged for just cause and is not reinstated.
- (c) The Employee fails to return to work within seven (7) calendar days following a lay-off after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. An Employee recalled for employment of one-week periods or less at a time when an Employee is employed elsewhere shall not lose the Employee's recall rights for a refusal to return to work. However, after four refusals of employment of more than one (1) week the Employee shall lose the Employee's recall rights.
- (d) The Employee is laid off for more than two (2) years.
- (e) The Employee is not able to return to the Employee's position after thirty (30) months from the final payment of salary and wages and is not receiving Worker's Compensation.
- (f) The Employee retires.

21.07 An Employee who is continuously laid off, or otherwise out of the employment of the Employer for a period exceeding thirty (30) days, shall lose all rights and benefits under this Agreement except the right to be recalled for employment. The right to be recalled for employment shall cease to exist once an Employee has been continuously out of the employment of the Employer for a period exceeding twenty-four (24) months.

## **ARTICLE 22 – JOB POSTINGS**

- 22.01 Every vacancy or newly created position expected to be of a duration of more than three (3) months shall be posted on the Board's website for a minimum of five (5) working days.
- 22.02 In filling vacancies, including promotions and new positions, the position shall be awarded as soon as reasonably practicable after the last day of the job notification on the basis of skills, qualifications, and demonstrated ability to perform all of the required functions of the work as assessed and determined by the Employer.
- 22.03 In filling a non-union position both internal and external candidates shall compete on the following criteria: qualifications, abilities and experience, and the Board shall determine the weight to be given to each of the criteria. However, where these factors are equal, length of service with the Employer shall prevail. All non-unionized Employees shall be entitled to apply for a permanent position, which is posted. Non-unionized Employees may not apply for lateral transfers that are less than one year.
- 22.04 The original vacancy and subsequent second vacancy shall be posted. All other vacancies, which may occur as a result of having filled the original vacancy, or subsequent second vacancy, shall be filled at the discretion of the Employer.

- 22.05 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.
- 22.06 When a permanent Employee is appointed to a new permanent position, the Employee shall be classed as on trial in that position for a period of six (6) months and shall be able to return to his / her former position if either the Employee or the Employer is not satisfied during the six (6) month period on trial.

### **ARTICLE 23 – LAY OFF AND RECALL**

- 23.01 Where the Employer decided that reduction of Employees expected to last more than one (1) week is necessary, Employees shall be laid off in reverse order of length of service with the Employer, providing the senior Employee has the skills, qualifications, and demonstrated ability, to perform all of the required functions of the work assessed and determined by the Employer. Recall shall be in order of length of service with the Employer, providing the senior Employee has the skills, qualifications, and demonstrated ability, to perform all of the required functions of the work assessed and determined by the Employer, to perform the work.
- 23.02 Where there is a permanent reduction in the work force, the Employer shall notify any Employee who has completed the probationary period, and who is to be laid off, forty (40) days prior to the layoff. If less notice of layoff is given, the Employee shall receive pay in lieu of notice for the remainder of the notice period.

### **ARTICLE 24 – BENEFITS**

#### **24.01 Group Benefits Plan**

- (a) Group benefits plan means and includes medical plan, dental plan, accidental death and dismemberment, long-term disability and life insurance plan.
- (b) Eligible Employees shall receive those benefits as contained in the plan known as the Nova Scotia School Board's Association Members Employees Benefit Plan.
- (c) It shall be a condition of employment for all eligible Employees to join and participate in the plan with exception of health and dental if evidence of spousal coverage is presented.
- (d)
  - (i) The Employer shall cost share 55% of the plan for eligible Employees subject to the terms and conditions of the Plan policy. Employees shall cost share 45% of the plan for eligible Employees subject to the terms and conditions of the Plan policy.
  - (ii) Effective January 1, 2012, the Employer shall cost share 65% of the plan for eligible Employees subject to the terms and conditions of the Plan policy. Employees shall cost share 35% of the plan for Eligible Employees subject to the terms and conditions of the Plan policy.

- (e) Notwithstanding 24.01 (d), the plan will include a provision that long-term disability (LTD) premiums will be 100% paid by the Employee.
- (f) Employees who retire at age sixty (60) through sixty-four (64), or who take the Early Retirement option of the Pension Plan, will have the option of remaining in the Health/Dental Plan until age sixty-five (65). The employee will be responsible for 100% of the premium cost. Subject to the provisions of the Plan, the employee will have the option of maintaining optional life insurance and dependent life insurance plans.
- (g) In addition to the above plan, the Board will also contribute each year, on the anniversary date, three hundred dollars (\$300) on behalf of each Employee in the Non-Union group hired before April 1, 2009, to a Health Care Spending Account (HCSA), as outlined in the attached memo from 2005.
  - (i) Any amounts in the HCSA not claimed by employees prior to April 15 of every year, with March 31 of every year being the anniversary date shall be carried forward for a maximum of one (1) year.
  - (ii) A full accounting of the funding and the expenditures in this account shall be provided to the Non Union Employees and the South Shore Regional School Board by September 30 of every year.
- (h) Group benefits for an employee on layoff, pursuant to Article 23, will only continue if the Employee pays the full cost of insurance benefits including the Employer's share for the period of layoff.
- (i) Group benefits for an employee on a leave without pay of more than thirty (30) days, pursuant to Article 16.01 (g), will only continue if the Employee pays the full cost of insurance benefits including the Employer's share for the period of absence following the first thirty (30) days of absence.

#### 24.02 Pension Plan

- (a) Pension plan means the South Shore Regional School Board Support Staff Pension Plan.
- (b) The Employer and eligible Employees shall cost share the plan as per the terms of the plan.
- (c) It shall be a condition of employment that all eligible Employees shall register and participate in the Pension Plan.

- (d) Those Employees currently covered under the RRSP plan for non-union Employees will have the option of remaining in the RRSP Plan.
- (e) Two Non-Union employees shall represent the Non-Union employee group on the Pension Advisory Committee. The mandate of the Committee shall be to make recommendations and inform their respective parties of any changes to the Pension Plan.
- (f) The Pension Advisory Committee shall meet in accordance with the Terms of Reference of the Committee.

#### 24.03 Employee Assistance Program

- (a) The Employer will provide an Employee Assistance Plan for Employees at the Employer's full cost.

### **ARTICLE 25 – PROFESSIONAL DEVELOPMENT**

- 25.01 The Employer shall provide the sum of ten thousand (\$10,000) for the Employee group per year pursuant to the policies of the South Shore Regional School Board. Any amounts not used during the year shall not be carried forward to the following year.
- 25.02 The professional development funds provided in Article 25.01 will be administered by the Professional Development Committee for Non-Union Employees as defined by Administrative Procedure 785 of the Board.
- 25.03 The Committee shall supply to the School Board, an annual fiscal statement of receipts and disbursements by June 30<sup>th</sup> of each year.
- 25.04 Non-union employees may submit requests to their Supervisor for the budget year for professional development or conferences that relate to her/his job. Such budgets will be separate from the funds in Article 25.01, and are subject to approval during the budget process.
- 25.05 Annual fees for professional membership(s) required as a condition of employment will be paid by the Board directly to the applicable governing body. Such fees will be separate from the funds in Article 25.01.
- 25.06 The cost of professional development required to maintain a professional membership(s), required as a condition of employment, shall be reimbursed to the employee, upon submission of an expense claim and proof of successful completion of the professional development. Such costs will be separate from the funds in Article 25.01.

## **ARTICLE 26 – SEVERANCE**

26.01 Given the variety of factors which must be analyzed on each occasion when it becomes necessary for the Board to terminate the employment of an Employee, it is not possible to have a firm policy which is applicable to every situation. However, in addressing the circumstances of any Employee whose employment is severed without just cause, the Board will consider the following guidelines:

- (a) Employees whose employment is terminated for just cause will not receive any severance.
- (b) Those Employees who are terminated for reasons other than just cause shall, in the normal course, receive up to one month of severance per year of active service to a maximum, in any case, of twelve months' severance.
- (c) In any event, Employees who are terminated without just cause shall receive those severance benefits to which they are entitled pursuant to the provisions of the Labour Standards Code.

## **ARTICLE 27 – SALARIES AND CLASSIFICATIONS**

27.01 Salary scales and Classifications will be held by the Human Resources Department, and are available at any time upon request. Additionally, a complete table of salaries and classifications will be distributed to all members of the Non Union group annually, prior to April 30 of each year.

27.02 Any salary increases for the next budget year shall be recommended by Senior Management to the Board for approval, to be effective April 1 of every year and paid retroactively from April 1 accordingly.

## **ARTICLE 28 – PROTECTIVE CLOTHING**

28.01 Protective clothing and/or footwear required to perform assigned duties shall be provided, with the approval of the Employee's immediate supervisor, by the Employer.

## **ARTICLE 29 – PREPAID LEAVE PLAN**

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

29.02 Any permanent full-time or permanent part-time Employee is eligible to participate in the plan.

29.03 Employees wishing to participate in a deferred salary plan shall make application to the Coordinator of Human Resources, using Appendix A of these terms and conditions of employment, on or before April 15th of the calendar year prior to the school year in which deferment is to commence, requesting permission to participate in the plan.

- 29.04 Written acceptance or denial of the Employee's request shall be forwarded to the Employee by June 30th in the calendar year the original request is made.
- 29.05 The period of leave will be one (1) school year.
- 29.06 On return from leave, the Employee will be assigned to his/her same position or, if such position no longer exists, the Employee will be governed by the applicable provisions of these terms and conditions.
- 29.07 The payment of salary, benefits and the timing of the period of the leave shall be as follows:
- (a) During the deferral period of the plan, preceding the period of the leave, the Employee will be paid a reduced percentage of the Employee's salary. The remaining percentage of salary will be deferred, and this accumulated amount, plus the interest earned, shall be retained by the financial institution chosen by the Employer.
  - (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes and Canada Pension Plan.
  - (c) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of the salary. The maximum length of any contract under the plan will be seven (7) years.
- 29.08 While the employee is enrolled in the plan prior to the period of the 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.
- 29.09 An Employee's benefits will be maintained by the Employer during the leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave.
- 29.10 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.
- 29.11 Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- 29.12 Pension deductions shall be made on the salary the Employee would have received had they not entered the plan, or gone on leave.
- 29.13 Sick leave credits will not be earned during the period of leave, nor will sick leave be available during such period.

- 29.14 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 commencement of the leave.
- 29.15 In the event of withdrawal, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the plan.
- 29.16 An Employee who is laid off during the deferral period will be required to withdraw from the plan.
- 29.17 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 with two (2) bi-weekly pay periods upon notice to the Employer.

### **ARTICLE 30 – SERVICE AWARD**

- 30.01 A service award shall be paid to a non-union permanent employee who has a service date prior to April 1, 2009 and has been employed by the Board, or any subsequent successor board, for fifteen (15) or more consecutive years of service as per Article 21, in a permanent position, and who ceases employment or dies in the service of the Board.
- 30.02 Notwithstanding 30.01, an employee whose employment is terminated for just cause will not receive any service award.
- 30.03 One and only one unpaid leave of absence of one year or less shall not interrupt the consecutiveness.
- 30.04 Notwithstanding 30.02, unpaid parental leave shall not interrupt the consecutiveness.
- 30.05 Paid leaves of absences, including but not limited to those in Articles 16 and 17, shall not interrupt the consecutiveness.
- 30.06 This award shall be calculated at the rate of 1% per every full year, from the date of hire, up to a maximum of 25 years multiplied by the annual rate of salary as of the last day of employment. Partial years of service will not count.
- 30.07 In the event of the death of an employee, the award will be payable to her or his estate. The service award will not be paid in the event of termination for cause.
- 30.08 Anyone who has left the employ of the Board prior to **October 25, 2006** will not be entitled to this benefit.



**SOUTH SHORE REGIONAL SCHOOL NON-UNION EMPLOYEES  
BOARD**

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**Chairperson, South Shore Regional  
School Board**

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**Witness**

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**Witness**

**APPENDIX "A"**  
**SOUTH SHORE REGIONAL SCHOOL BOARD**  
**NON-UNION GROUP**  
**PREPAID LEAVE PLAN CONTRACT**

I have read the terms and conditions of the Prepaid Leave Plan and hereby agree to enter the Plan subject to said terms and conditions:

1. ENROLLMENT DATE

I wish to enroll in the Prepaid - Leave Plan commencing \_\_\_\_\_.

2. YEAR OF LEAVE

I shall take my leave of absence from \_\_\_\_\_ to \_\_\_\_\_.

3. FINANCIAL ARRANGEMENTS

The financing of my participation in the Prepaid Leave Plan shall be according to the following schedule:

i. Commencing August 1, 200\_, I wish to defer a percentage of each of my salary payments for the next \_\_\_\_\_ years in accordance with the following schedule:

Year 1 \_\_\_\_\_%

Year 2 \_\_\_\_\_%

Year 3 \_\_\_\_\_%

Year 4 \_\_\_\_\_%

Year 5 \_\_\_\_\_%

Year 6 \_\_\_\_\_%

**Complete the required number of years  
and percentage of deferral.**

**NOTE: The maximum which can be deferred in any one calendar year is 33 1/3% of your annual salary. The maximum number of years you can defer is 6.**

ii. Annually, the School Board shall provide me with a statement of the total of my account (amount in account with accrued interest), as provided to the School Board by the bank.

iii. At least sixty (60) days prior to the commencement of my leave, I shall notify the School Board of all premium costs I wish to have deducted from my salary during my period of leave.

iv. In the year of leave, the total monies accumulated as of July 31 of that year shall be paid according to the terms of the Prepaid Leave Plan.

v. The December payment and the final payment of the year of the leave shall be adjusted to include interest earned on the balance of monies held in my account.

\_\_\_\_\_  
Employee's Name

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

\_\_\_\_\_  
Employee's Work Location

\_\_\_\_\_  
Employee's Classification

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Coordinator of Human Resources

**SOUTH SHORE REGIONAL SCHOOL  
BOARD**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR  
NON-UNION EMPLOYEES**

Approved October 26, 2011

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The common objective of the South Shore Regional School Board and its Employees is the provision of the highest standard of services possible in fulfilling the Board’s statements of mission and beliefs. The Board acknowledges that this partnership will be most successful if Employees feel they are a part of an environment where excellence is valued, all persons are treated with dignity, and each member of staff is encouraged to perform to his or her full potential.
- 1.02 It is the understanding that Employees who are not members of a union should enjoy working conditions and terms of employment that are consistent with the principles of equity and the pursuit of excellence.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 In these terms and conditions of employment:
- (a) “Board” means the South Shore Regional School Board or its successor.
  - (b) “Employee” means an individual in the non-union group employed by the Employer.
  - (c) “Employer” means the South Shore Regional School Board or its successor.
  - (d) ”Non-union Employee Group” means the collective of non-union employees covered under these term and conditions of employment.
  - (e) “Permanent Full-Time Employee” means an Employee who has successfully completed the probationary period of not less than one (1) year continuous active service and works a minimum of 35 hours per week.
  - (f) “Permanent Part-Time Employee” means an individual who has successfully completed the probationary period of not less than one (1) year continuous active service and works less than 35 hours per week.
  - (g) “Probationary Employee” means an individual during the period of one (1) year of continuous active service from the individual’s date of hire as a permanent Employee.
  - (h) “Term Employee” means an individual hired on a temporary basis for a specific period of time of at least thirty (30) days.
  - (i) “Casual Employee” means an individual who has been hired to temporarily perform the duties of a permanent full-time, permanent part-time, or probationary Employee on holidays or sick leave. Casual Employees are excluded from these terms and conditions of employment and are, therefore, subject to the terms of the Provincial Labour Standards Code & Regulations.

- (j) “Supervisory Employee” means an Officer, Supervisor, Manager, or Coordinator.
- (k) “Days” means work days, unless otherwise specified.

### **ARTICLE 3 – EFFECTIVE DATE OF TERMS AND CONDITIONS OF EMPLOYMENT**

3.01 The provisions of these Terms and Conditions for Non-Union Employees shall be effective as of October 26, 2011 unless otherwise indicated in a specific article. The Board shall examine, evaluate and update the articles herein at least every 2 years, or sooner, if requested by the Employees or the Employer. This review shall be conducted through the Non-Union Joint Consultation Committee (NUJCC).

### **ARTICLE 4 – EMPLOYEES COVERED BY TERMS AND CONDITIONS OF EMPLOYMENT**

- 4.01 These terms and conditions governs all permanent full-time, permanent part-time, probationary, and term Non-Union Employees of the Board, with the exception of Directors, cafeteria workers, noon hour and bus supervisors, designated externally funded positions, tutors, homestay coordinators, and any other school-based Employees.
- 4.02 No Employee shall be permitted to make a written or verbal agreement with the Employer, or its representatives, which is contrary to the policies contained herein.

### **ARTICLE 5 – DISCRIMINATION**

- 5.01 It is the policy of the Board that there shall be no discrimination with respect to Employees covered by these terms and conditions of employment. Discrimination, in the context of this document, is an action or behaviour that leads to adverse treatment of an individual or group because of a special characteristic, specifically, age, race, colour, ethnic, national or aboriginal origin. Other prohibited grounds of discrimination under the Nova Scotia Human Rights legislation include: religion, creed, sex, sexual orientation, physical or mental disability, family status, marital status, source of income, political belief, affiliation or activity or an irrational fear of contracting an illness or disease.
- 5.02 All Non Union Employees are covered under the Dignity in the Workplace Policy and the Race Relations, Cross-Cultural Understanding and Human Rights Policy of the Board.

### **ARTICLE 6 – HOURS OF WORK**

- 6.01 The regular work hours for all Permanent full-time Employees, shall be a minimum of thirty-five (35) hours per week, scheduled five (5) days per week, Monday through Friday. The normal working day shall consist of seven (7) hours usually scheduled between the hours of 8:00 a.m. and 5:00 p.m.
- 6.02 Effective January 1, 2009, vacancies for Supervisory positions shall be posted as forty (40) hour work weeks.

6.03 Notwithstanding 6.01, the Superintendent may, where operational requirements permit, authorize a flexible working hours schedule, provided the weekly number of hours and the number of work days per week is not reduced.

## **ARTICLE 7 – OVERTIME**

7.01 While the practice of overtime is not encouraged, it is recognized that there are times, based on workload, when an Employee will be required to work hours beyond the regular workday or regular workweek. When planning work schedules, management is expected to treat Employees with respect and courtesy. Compensable overtime must be pre-approved, in writing, by the Director of the Department and the Superintendent.

7.02 (a) Overtime provisions for positions below the position of Supervisor

- (i) Overtime will be compensated as time in lieu at the rate of 1.5 hours off for each full hour worked.
- (ii) Time in lieu normally will be taken at a time approved by the Director of the Department within two months of being earned. Time in lieu is not to accumulate beyond the equivalent of 70 hours (10 days).
- (iii) With the approval of the Director of the Department and the Superintendent, overtime may be compensated in pay at 1.5 times the regular rate.

(b) Additional time worked provisions for positions of Supervisor and above:

- (i) Staff in positions of Supervisor or above have as a condition of employment a reasonable expectation that on occasion they will be required to work beyond the normal workday or normal workweek without additional compensation. Therefore, compensable overtime will only be approved in exceptional circumstances, and must have prior written approval of the Director of the Department and the Superintendent.

## **ARTICLE 8 – METHOD OF PAY**

8.01 Employees shall be paid every second Thursday based on 1/26 of their annual salary, starting on the second Thursday of August of each year. Pay shall be by direct deposit only.

8.02 The pay and deductions will be made available electronically only through SAP HR/Payroll Employee Self Service.

## **ARTICLE 9 – CONSULTATION**

- 9.01 A Non-Union Joint Consultation Committee (“Committee”) shall be established to deal with issues of common concern to both the Employer and Employees. The Committee shall consist of the Superintendent of Schools, or designate, the Coordinator of Human Resources, two (2) school board members and two (2) representatives from Non-Unionized Employees. By providing a forum for discussion, the Committee shall attempt to foster good communication and effective working relationships between the parties.
- 9.02 The Committee shall meet at least once a year and such other times as may mutually be agreed to by the parties. The Committee shall determine its own operating procedures.
- 9.03 Any member of the Committee shall have the right to attend meetings held within working hours without loss of salary. There shall be no compensation for time spent outside regular working hours.

## **ARTICLE 10 – TERMS OF REFERENCE**

- 10.01 (a) Non-Union Joint Consultation Committee (NUJCC)
- (i) The Non-Union Joint Consultation Committee (NUJCC) shall receive suggested updates from the Non-Union Employee Group for consideration and possible recommendation to the Board. The Non-Union Joint Consultation Committee (NUJCC) shall examine and evaluate the suggested updates to the terms and conditions of employment and recommend through senior management to the Board.
  - (ii) The Non-Union Joint Consultation Committee (NUJCC) shall address any other concerns that may be brought forward from the Non-union Employee Group.
- (b) Non-Union Employee Group:
- (i) The Non-Union Employee Group shall periodically examine and evaluate the terms and conditions of employment to recommend any updates to the Non-Union Joint Consultation Committee (NUJCC) for consideration and possible recommendation to the Board. The Non-Union Employee Group shall address any other concerns that may be brought forward to the Non-Union Joint Consultation Committee (NUJCC).



## **ARTICLE 11 – DISPUTE RESOLUTION PROCESS**

11.01 It shall be the policy of the board that Non-Union Employees shall have a right to a dispute resolution process; the purpose of which shall be to settle a dispute regarding the interpretation, application, administration and operation, or alleged violation of the terms and conditions of employment for non-union Employees. Every attempt should be made to settle the dispute informally with the immediate Supervisor. Should the attempt to settle the dispute fail, the following procedure shall apply:

- (a) An appeal may be submitted within five (5) working days in writing to the Director of Human Resources, who shall meet and respond in writing to the Employee within five (5) working days following receipt of the appeal.
- (b) Failing a satisfactory resolution, the appeal may be submitted within five (5) working days in writing to the Superintendent of Schools, who shall meet with and respond in writing to the Employee within five (5) working days following receipt of the appeal.
- (c) Failing a satisfactory resolution, the Employee within five (5) working days of the response from the Superintendent of Schools, may submit the appeal in writing to the Board, which shall, at its next regular meeting, meet with the Employee and / or the Employee's representative, and render its decision within, ten (10) working days of receipt of such meeting. The decision of the Board shall be binding.

11.02 At any time of the dispute resolution process, the Employee making the appeal shall have the right to attend appeal meetings as noted above, either with or without a representative.

## **ARTICLE 12 – BONDING**

12.01 The Employer shall provide an insurance bond for all Employees who are required to handle money in the course of their duties.

## **ARTICLE 13 – STATUTORY AND OTHER HOLIDAYS**

13.01 The following designated days shall be considered holidays for permanent full-time and permanent part-time Employees: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, 1st Monday in August (civic), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day designated as a holiday by the Federal, Provincial, or Municipal Governments or the Minister of Education.

13.02 If Remembrance Day falls on a weekend, it shall not be a Holiday unless declared a Holiday by the Minister of Education.

13.03 All other Employees (i.e. casual) shall be governed by the Provincial Labour Standards Code & Regulations.

- 13.04 In the event that a statutory holiday, other than Remembrance Day, falls on a Saturday or a Sunday, the immediately preceding Friday or immediately following working day, at the option of the Employer, shall be considered the holiday.
- 13.05 An Employee who is required to work on a holiday shall be paid a rate of double time and shall be given an additional day off at a mutually agreed time within three (3) months following the holiday.
- 13.06 Pay for holidays is included in the Employee's rate of pay.

**ARTICLE 14 – VACATION**

- 14.01 The vacation year shall be January 1 to December 31. An Employee beginning employment during the year shall accumulate vacation credits for each month worked; however, no vacation will be credited for the month an Employee is hired if the Employee commences work after the 15th day of the month.
- 14.02 All permanent full-time and part-time Employees are entitled to receive vacations with pay.
- 14.03 Temporary and casual Employees shall not be eligible for vacations; however, vacation pay will be paid according to the Provincial Labour Standards Code and Regulations.
- 14.04 Vacations may be taken at any time during the calendar year, subject to the operational requirements of the Employer, as determined by the Employer, and subject to the right of the Superintendent of Schools, on behalf of the Employer, to limit the number of Employees on vacation at any one time. Subject to the foregoing, vacations will be granted in each work location in accordance with length of service.
- 14.05 An Employee leaving the employ of the Employer prior to December 31 in any year shall have his/her termination pay adjusted according to a pro-rated calculation of vacation benefits accrued.
- 14.06 Employees shall accumulate vacation entitlement, based on continuous service with the Board and predecessor Boards, as follows:

Less than one year	Pro-rated portion of fifteen (15) working days
1-8 years	Fifteen (15) working days
9-17 years	Twenty (20) working days
18-29 years	Twenty-Five (25) working days
30 years and over	Thirty (30) working days

- 14.07 Vacation shall be taken in the year accumulated unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee's control. No pay in lieu of vacation shall be made.
- 14.08 Notwithstanding the above, an Employee with the approval of her/his supervisor may carry over a maximum of ten (10) vacations days from one year to the next.
- 14.09 Employees with at least three (3) weeks vacation entitlement may use five (5) days of their vacation one full day at a time, provided the Employee has the consent of his/her supervisor.
- 14.10 If a paid holiday falls during the Employee's scheduled vacation period, the Employee will be credited with an additional vacation day.

### **ARTICLE 15 – SICK LEAVE**

- 15.01 The Employer will provide protection for its permanent full-time and permanent part-time Employees against loss of income sustained because of illness.
- 15.02 Permanent full-time and permanent part-time Employees shall be granted sick leave with pay. Permanent full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month of active service, to a maximum of one hundred ninety-five (195) working days. Days of sick leave used shall be deducted from sick leave credits.
- 15.03 Permanent part-time Employees shall accumulate sick leave on a pro-rata basis depending on the number of hours worked.
- 15.04 Notification of accumulated sick leave credits is provided on the Employee's pay advice. These balances are the official record of the Employee's sick leave balance.
- 15.05 The Employer will attempt to reschedule vacation if an Employee is seriously ill prior to his/her scheduled vacation. If an Employee is hospitalized during vacation, the vacation days during which he/she was hospitalized will be rescheduled provided adequate proof of such hospitalization is given to the Employer.
- 15.06 Employees shall attempt to schedule medical appointments outside of regular working hours but when this is not possible, sick leave may be used to attend medical appointments.
- 15.07 An Employee may be required to produce a medical certificate for a period of absence for which sick leave is claimed where:
- (a) The Employee has been absent, or is expected to be absent, for more than three (3) consecutive days, provided the Employee is given adequate advance notice by the Employer; or

- (b) The Employer reasonably believes the Employee is misusing sick leave credits and has provided the Employee with advance notice of the requirement to provide a certificate.
- (c) If the advance notice referred to above is not written notice, the Employer will confirm, in writing, the requirements to provide a certificate.

15.08 Such certificate shall be from a qualified medical practitioner chosen by the Employee and shall notify the Employer whether or not the Employee has been ill, whether or not the illness prevented the Employee from coming to work and when the Employee may return to work. The certificate shall not identify the nature of the Employee's illness unless otherwise decided by the Employee.

15.09 The Employer may require an Employee to be examined by a mutually agreed alternate medical practitioner or, if the Employer and the Employee are unable to agree, the Employee will designate three (3) medical practitioners. The Employer may reject up to two of the three medical practitioners designated by the Employee. The Employee shall be examined by one of the medical practitioners not rejected by the Employer. The certificate from the medical practitioner shall advise the Employer whether the Employee has an illness, which requires absence from work. However, the report shall be in general terms and shall not identify the nature of the Employee's illness unless otherwise decided by the Employee.

15.10 The cost of providing a medical certificate shall be at the Employer's expense.

15.11 Employees who are ill shall endeavour to notify the Employer of the expected duration of the illness as early as possible and shall endeavour to give the Employer the maximum possible notice of his / her return to work.

## **ARTICLE 16 – LEAVES**

16.01 Permanent Employees shall be entitled to the following leaves:

- (a) Bereavement Leave
  - (i) When a death occurs in the immediate family, the Employee shall be granted up to five (5) consecutive working days immediately following the death (with pay if scheduled to work). Immediate family includes spouse, parent, child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister and grandchild.
  - (ii) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the funeral of the Employee's, or spouse's, grandparent, aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

- (iii) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, at the discretion of the Employer.
- (b) Jury Duty
  - (i) Employees shall be granted a leave, without loss of pay, to serve as a jury or witness in a court or to respond to a subpoena to attend a court of law or coroner's inquest, or to be present in court during the jury selection process.
- (c) Family Illness
  - (i) Employees may use up to five (5) days of personal leave to care for sick members of the employee's immediate family. Such leave shall be charged against the sick leave bank of the employee.
- (d) Graduation Leave
  - (i) Employees shall be granted one (1) calendar day (with pay if scheduled to work) to attend the post-secondary convocation exercise/graduation of the Employee, his/her child(ren), or his/her spouse. The Employee may be granted up to one (1) additional day leave (with pay if scheduled to work) to travel if such post-secondary convocation exercises/graduation is outside Nova Scotia.
- (e) Compassionate Care Leave
  - (i) Permanent Employees eligible for Compassionate Leave shall be entitled to a maximum of eight (8) weeks leave in accordance with the Labour Standards Code for the Province of Nova Scotia.
- (f) Special Leave With Pay
  - (i) Special leaves of absences may be granted, for exceptional circumstances, such as serious illness in the immediate family, as determined by the Employer, upon the written request of an Employee to the Coordinator of Human Resources, or designate. Such leaves shall not unreasonably be withheld. The maximum number of days paid leave under the Article shall be five (5) days annually, to be taken from the Employee's sick bank.
- (g) Leave Without Pay
  - (i) The employer shall grant, upon written request of an Employee who has a valid reason for the request, an unpaid leave of absence of up to one year. The leave may be extended by mutual agreement.

- (ii) Applications for leaves of absence without pay are to be submitted in writing to the Coordinator of Human Resources, or designate, sixty (60) days in advance of the leave. In exceptional circumstances, a leave of absence may be granted with less than sixty (60) days notice).
- (iii) An Employee who returns from such a leave shall, after returning to work, enjoy the same rights and privileges as the Employee would have had if the Employee had not taken the leave.

## **ARTICLE 17 – PREGNANCY, PARENTAL, AND ADOPTION LEAVE**

### **17.01 Pregnancy Leave**

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks;
- (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, prior to approving such leave, 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 not sooner than sixteen (16) weeks preceding the expected date of delivery and not 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; and
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date; or
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original notice; and
  - (iii) where notice as required is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of their leave or return to work.

## 17.02 Parental Leave

- (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 fifty-two (52) weeks, including the pregnancy leave, 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.
- (b) Where notice required is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) Parental Leave Following Pregnancy Leave
  - (i) 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:
    - (a) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work; and
    - (b) shall end not later than thirty-five (35) 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.

## 17.03 Parental Leave for Spouse

- (a) 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 17.01:
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (ii) shall end not later than fifty-two (52) 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.

## 17.04 Parental Leave for Adoptive Parents

- (a) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:

- (i) Shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
  - (ii) Shall end not later than fifty-two (52) weeks after the leave began.
- (b) If both adoptive parents of a child or children are eligible for parental leave, pursuant to this article, the total leave taken by both Employees shall not exceed fifty-two (52) weeks.

#### 17.05 Rights of Employees on Pregnancy Leave

- (a) If an Employee is entitled to 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 expiration of the period referred to in 17.01, she shall resume work in the same position that was held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave. Should the position no longer exist the employee will be treated in the same manner she would have been treated but for the leave.
- (c) While 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. However, the Employee is not deemed to have completed probationary service while on pregnancy or parental leave.
- (d) While the Employee is on pregnancy or parental leave, the Employer shall maintain coverage of medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### 17.06 Pregnancy Allowance

- (a) An Employee entitled to pregnancy leave under the provisions of this Article, who provides the Employer with proof that she has applied for, and is eligible to receive, employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made to the S.E.B. Plan will consist of the following:



- (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to sixty-five per cent (65%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and eighty-five (85%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
  - (d) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
  - (e) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.

#### 17.07 Parental and Adoption Leave Allowance

- (a) An Employee entitled to parental or adoption leave under the provisions of this Article, who provides the Employer with proof that she has applied for, and is eligible to receive, employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of parental or adoption leave, payments made to the S.E.B. Plan will consist of the following:
  - (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to sixty-five per cent (65%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - (ii) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and eighty-five (85%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (c) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (d) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada, where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (c) To be eligible for S.E.B. the employee must have completed one year of service as a permanent employee.
- (d) In the event both parents of the child are employees of the South Shore Regional School Board, this S.E.B. entitlement shall apply to only one (1) employee.

#### **ARTICLE 18 – INCLEMENT WEATHER/WORK PLACE CLOSURE**

- 18.01 Employees are expected to report for work when schools are closed due to inclement weather. An Employee shall not suffer a loss of salary when the workplace is closed due to inclement weather.
- 18.02 Employees shall not suffer a loss of salary if their workplace is temporarily closed for reasons of health, security and / or safety.
- 18.03 On days on which the workplace is not closed due to inclement weather, reasonable accommodation in an Employee’s daily or weekly work schedule will be made for an Employee who may be individually affected by weather conditions. Reasonable accommodations are:
- (a) Using banked time for time missed
  - (b) Using vacation time for time missed
  - (c) Arranging to make up the time missed

#### **ARTICLE 19 – HEALTH AND SAFETY**

- 19.01 The Board will comply with the Occupational Health and Safety Act (Nova Scotia).
- 19.02 All Employees are entitled to work in a harassment-free workplace, as outlined in the Dignity in the Workplace policy of the Board.

#### **ARTICLE 20 – PROBATIONARY EMPLOYEES**

- 20.01 A newly hired Employee shall be on probation for a period of one year of continuous active service from the date of hire into a permanent position.

- 20.02 The purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer. At any time during the probationary period the Employee may be terminated at the sole discretion of the Employer.
- 20.03 A probationary employee shall receive a verbal evaluation after three months, a written evaluation after six (6) months and a written evaluation at the expiry of the probationary period.
- 20.04 Upon completion of the probationary period the supervisor of the Employee will recommend that:
- (a) the Employee be given permanent status,
  - (b) the probationary period be extended, or
  - (c) the Employee be terminated.

## **ARTICLE 21 – SERVICE**

- 21.01 Service is defined as an Employee's length of service with the Employer, effective the Employee's date of hire in a permanent full-time or part-time position as a Non Union Employee.
- 21.02 Notwithstanding 21.01, for employees with a date of hire in a permanent full-time or part-time position prior to April 1, 2009, service is defined as an Employee's length of service with the Employer as recorded in the Non-Union service list on March 31, 2009.
- 21.03 Term service, as a non-union employee, immediately preceding the appointment to a permanent position with the Board shall be considered as service with the Employer. Term service ending within thirty (30) days of the appointment shall be considered as immediately preceding.
- 21.04 The Employer shall maintain a service list showing the date upon which the Employee's service with the Employer commenced. Where two or more Employees commenced work on the same date, preference shall be given to the Employee with the highest last digit of their social insurance number.
- 21.05 An up-to-date service list as of December 31 shall be provided to the non-union Employees and posted annually by February 15. Any objections to the service list must be made within forty-five (45) days of posting. If no objection is made, the list is deemed to be correct in respect to that Employee and no further challenge may be made.
- 21.06 An Employee's service rights shall be forfeited for the following reasons:
- (a) An Employee resigns and does not withdraw the Employee's resignation within two (2) days.

- (b) An Employee is discharged for just cause and is not reinstated.
- (c) The Employee fails to return to work within seven (7) calendar days following a lay-off after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. An Employee recalled for employment of one-week periods or less at a time when an Employee is employed elsewhere shall not lose the Employee's recall rights for a refusal to return to work. However, after four refusals of employment of more than one (1) week the Employee shall lose the Employee's recall rights.
- (d) The Employee is laid off for more than two (2) years.
- (e) The Employee is not able to return to the Employee's position after thirty (30) months from the final payment of salary and wages and is not receiving Worker's Compensation.
- (f) The Employee retires.

21.07 An Employee who is continuously laid off, or otherwise out of the employment of the Employer for a period exceeding thirty (30) days, shall lose all rights and benefits under this Agreement except the right to be recalled for employment. The right to be recalled for employment shall cease to exist once an Employee has been continuously out of the employment of the Employer for a period exceeding twenty-four (24) months.

## **ARTICLE 22 – JOB POSTINGS**

- 22.01 Every vacancy or newly created position expected to be of a duration of more than three (3) months shall be posted on the Board's website for a minimum of five (5) working days.
- 22.02 In filling vacancies, including promotions and new positions, the position shall be awarded as soon as reasonably practicable after the last day of the job notification on the basis of skills, qualifications, and demonstrated ability to perform all of the required functions of the work as assessed and determined by the Employer.
- 22.03 In filling a non-union position both internal and external candidates shall compete on the following criteria: qualifications, abilities and experience, and the Board shall determine the weight to be given to each of the criteria. However, where these factors are equal, length of service with the Employer shall prevail. All non-unionized Employees shall be entitled to apply for a permanent position, which is posted. Non-unionized Employees may not apply for lateral transfers that are less than one year.
- 22.04 The original vacancy and subsequent second vacancy shall be posted. All other vacancies, which may occur as a result of having filled the original vacancy, or subsequent second vacancy, shall be filled at the discretion of the Employer.

- 22.05 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.
- 22.06 When a permanent Employee is appointed to a new permanent position, the Employee shall be classed as on trial in that position for a period of six (6) months and shall be able to return to his / her former position if either the Employee or the Employer is not satisfied during the six (6) month period on trial.

### **ARTICLE 23 – LAY OFF AND RECALL**

- 23.01 Where the Employer decided that reduction of Employees expected to last more than one (1) week is necessary, Employees shall be laid off in reverse order of length of service with the Employer, providing the senior Employee has the skills, qualifications, and demonstrated ability, to perform all of the required functions of the work assessed and determined by the Employer. Recall shall be in order of length of service with the Employer, providing the senior Employee has the skills, qualifications, and demonstrated ability, to perform all of the required functions of the work assessed and determined by the Employer, to perform the work.
- 23.02 Where there is a permanent reduction in the work force, the Employer shall notify any Employee who has completed the probationary period, and who is to be laid off, forty (40) days prior to the layoff. If less notice of layoff is given, the Employee shall receive pay in lieu of notice for the remainder of the notice period.

### **ARTICLE 24 – BENEFITS**

#### **24.01 Group Benefits Plan**

- (a) Group benefits plan means and includes medical plan, dental plan, accidental death and dismemberment, long-term disability and life insurance plan.
- (b) Eligible Employees shall receive those benefits as contained in the plan known as the Nova Scotia School Board's Association Members Employees Benefit Plan.
- (c) It shall be a condition of employment for all eligible Employees to join and participate in the plan with exception of health and dental if evidence of spousal coverage is presented.
- (d) (i) The Employer shall cost share 55% of the plan for eligible Employees subject to the terms and conditions of the Plan policy. Employees shall cost share 45% of the plan for eligible Employees subject to the terms and conditions of the Plan policy.
- (ii) Effective January 1, 2012, the Employer shall cost share 65% of the plan for eligible Employees subject to the terms and conditions of the Plan policy. Employees shall cost share 35% of the plan for Eligible Employees subject to the terms and conditions of the Plan policy.

- (e) Notwithstanding 24.01 (d), the plan will include a provision that long-term disability (LTD) premiums will be 100% paid by the Employee.
- (f) Employees who retire at age sixty (60) through sixty-four (64), or who take the Early Retirement option of the Pension Plan, will have the option of remaining in the Health/Dental Plan until age sixty-five (65). The employee will be responsible for 100% of the premium cost. Subject to the provisions of the Plan, the employee will have the option of maintaining optional life insurance and dependent life insurance plans.
- (g) In addition to the above plan, the Board will also contribute each year, on the anniversary date, three hundred dollars (\$300) on behalf of each Employee in the Non-Union group hired before April 1, 2009, to a Health Care Spending Account (HCSA), as outlined in the attached memo from 2005.
  - (i) Any amounts in the HCSA not claimed by employees prior to April 15 of every year, with March 31 of every year being the anniversary date shall be carried forward for a maximum of one (1) year.
  - (ii) A full accounting of the funding and the expenditures in this account shall be provided to the Non Union Employees and the South Shore Regional School Board by September 30 of every year.
- (h) Group benefits for an employee on layoff, pursuant to Article 23, will only continue if the Employee pays the full cost of insurance benefits including the Employer's share for the period of layoff.
- (i) Group benefits for an employee on a leave without pay of more than thirty (30) days, pursuant to Article 16.01 (g), will only continue if the Employee pays the full cost of insurance benefits including the Employer's share for the period of absence following the first thirty (30) days of absence.

#### 24.02 Pension Plan

- (a) Pension plan means the South Shore Regional School Board Support Staff Pension Plan.
- (b) The Employer and eligible Employees shall cost share the plan as per the terms of the plan.
- (c) It shall be a condition of employment that all eligible Employees shall register and participate in the Pension Plan.

- (d) Those Employees currently covered under the RRSP plan for non-union Employees will have the option of remaining in the RRSP Plan.
- (e) Two Non-Union employees shall represent the Non-Union employee group on the Pension Advisory Committee. The mandate of the Committee shall be to make recommendations and inform their respective parties of any changes to the Pension Plan.
- (f) The Pension Advisory Committee shall meet in accordance with the Terms of Reference of the Committee.

#### 24.03 Employee Assistance Program

- (a) The Employer will provide an Employee Assistance Plan for Employees at the Employer's full cost.

### **ARTICLE 25 – PROFESSIONAL DEVELOPMENT**

- 25.01 The Employer shall provide the sum of ten thousand (\$10,000) for the Employee group per year pursuant to the policies of the South Shore Regional School Board. Any amounts not used during the year shall not be carried forward to the following year.
- 25.02 The professional development funds provided in Article 25.01 will be administered by the Professional Development Committee for Non-Union Employees as defined by Administrative Procedure 785 of the Board.
- 25.03 The Committee shall supply to the School Board, an annual fiscal statement of receipts and disbursements by June 30<sup>th</sup> of each year.
- 25.04 Non-union employees may submit requests to their Supervisor for the budget year for professional development or conferences that relate to her/his job. Such budgets will be separate from the funds in Article 25.01, and are subject to approval during the budget process.
- 25.05 Annual fees for professional membership(s) required as a condition of employment will be paid by the Board directly to the applicable governing body. Such fees will be separate from the funds in Article 25.01.
- 25.06 The cost of professional development required to maintain a professional membership(s), required as a condition of employment, shall be reimbursed to the employee, upon submission of an expense claim and proof of successful completion of the professional development. Such costs will be separate from the funds in Article 25.01.

## **ARTICLE 26 – SEVERANCE**

26.01 Given the variety of factors which must be analyzed on each occasion when it becomes necessary for the Board to terminate the employment of an Employee, it is not possible to have a firm policy which is applicable to every situation. However, in addressing the circumstances of any Employee whose employment is severed without just cause, the Board will consider the following guidelines:

- (a) Employees whose employment is terminated for just cause will not receive any severance.
- (b) Those Employees who are terminated for reasons other than just cause shall, in the normal course, receive up to one month of severance per year of active service to a maximum, in any case, of twelve months' severance.
- (c) In any event, Employees who are terminated without just cause shall receive those severance benefits to which they are entitled pursuant to the provisions of the Labour Standards Code.

## **ARTICLE 27 – SALARIES AND CLASSIFICATIONS**

27.01 Salary scales and Classifications will be held by the Human Resources Department, and are available at any time upon request. Additionally, a complete table of salaries and classifications will be distributed to all members of the Non Union group annually, prior to April 30 of each year.

27.02 Any salary increases for the next budget year shall be recommended by Senior Management to the Board for approval, to be effective April 1 of every year and paid retroactively from April 1 accordingly.

## **ARTICLE 28 – PROTECTIVE CLOTHING**

28.01 Protective clothing and/or footwear required to perform assigned duties shall be provided, with the approval of the Employee's immediate supervisor, by the Employer.

## **ARTICLE 29 – PREPAID LEAVE PLAN**

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

29.02 Any permanent full-time or permanent part-time Employee is eligible to participate in the plan.

29.03 Employees wishing to participate in a deferred salary plan shall make application to the Coordinator of Human Resources, using Appendix A of these terms and conditions of employment, on or before April 15th of the calendar year prior to the school year in which deferment is to commence, requesting permission to participate in the plan.



- 29.04 Written acceptance or denial of the Employee's request shall be forwarded to the Employee by June 30th in the calendar year the original request is made.
- 29.05 The period of leave will be one (1) school year.
- 29.06 On return from leave, the Employee will be assigned to his/her same position or, if such position no longer exists, the Employee will be governed by the applicable provisions of these terms and conditions.
- 29.07 The payment of salary, benefits and the timing of the period of the leave shall be as follows:
- (a) During the deferral period of the plan, preceding the period of the leave, the Employee will be paid a reduced percentage of the Employee's salary. The remaining percentage of salary will be deferred, and this accumulated amount, plus the interest earned, shall be retained by the financial institution chosen by the Employer.
  - (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes and Canada Pension Plan.
  - (c) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of the salary. The maximum length of any contract under the plan will be seven (7) years.
- 29.08 While the employee is enrolled in the plan prior to the period of the 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.
- 29.09 An Employee's benefits will be maintained by the Employer during the leave of absence; however, the premium costs of all such benefits shall be paid by the Employee during the leave.
- 29.10 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.
- 29.11 Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- 29.12 Pension deductions shall be made on the salary the Employee would have received had they not entered the plan, or gone on leave.
- 29.13 Sick leave credits will not be earned during the period of leave, nor will sick leave be available during such period.

- 29.14 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 commencement of the leave.
- 29.15 In the event of withdrawal, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the plan.
- 29.16 An Employee who is laid off during the deferral period will be required to withdraw from the plan.
- 29.17 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 with two (2) bi-weekly pay periods upon notice to the Employer.

#### **ARTICLE 30 – SERVICE AWARD**

- 30.01 A service award shall be paid to a non-union permanent employee who has a service date prior to April 1, 2009 and has been employed by the Board, or any subsequent successor board, for fifteen (15) or more consecutive years of service as per Article 21, in a permanent position, and who ceases employment or dies in the service of the Board.
- 30.02 Notwithstanding 30.01, an employee whose employment is terminated for just cause will not receive any service award.
- 30.03 One and only one unpaid leave of absence of one year or less shall not interrupt the consecutiveness.
- 30.04 Notwithstanding 30.02, unpaid parental leave shall not interrupt the consecutiveness.
- 30.05 Paid leaves of absences, including but not limited to those in Articles 16 and 17, shall not interrupt the consecutiveness.
- 30.06 This award shall be calculated at the rate of 1% per every full year, from the date of hire, up to a maximum of 25 years multiplied by the annual rate of salary as of the last day of employment. Partial years of service will not count.
- 30.07 In the event of the death of an employee, the award will be payable to her or his estate. The service award will not be paid in the event of termination for cause.
- 30.08 Anyone who has left the employ of the Board prior to **October 25, 2006** will not be entitled to this benefit.

**SOUTH SHORE REGIONAL SCHOOL NON-UNION EMPLOYEES  
BOARD**

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**Chairperson, South Shore Regional  
School Board**

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**Witness**

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**Witness**

**APPENDIX "A"**  
**SOUTH SHORE REGIONAL SCHOOL BOARD**  
**NON-UNION GROUP**  
**PREPAID LEAVE PLAN CONTRACT**

I have read the terms and conditions of the Prepaid Leave Plan and hereby agree to enter the Plan subject to said terms and conditions:

1. ENROLLMENT DATE

I wish to enroll in the Prepaid - Leave Plan commencing \_\_\_\_\_.

2. YEAR OF LEAVE

I shall take my leave of absence from \_\_\_\_\_ to \_\_\_\_\_.

3. FINANCIAL ARRANGEMENTS

The financing of my participation in the Prepaid Leave Plan shall be according to the following schedule:

i. Commencing August 1, 200\_, I wish to defer a percentage of each of my salary payments for the next \_\_\_\_\_ years in accordance with the following schedule:

Year 1 \_\_\_\_\_%

Year 2 \_\_\_\_\_%

Year 3 \_\_\_\_\_%

Year 4 \_\_\_\_\_%

Year 5 \_\_\_\_\_%

Year 6 \_\_\_\_\_%

**Complete the required number of years  
and percentage of deferral.**

**NOTE: The maximum which can be deferred in any one calendar year is 33 1/3% of your annual salary. The maximum number of years you can defer is 6.**

ii. Annually, the School Board shall provide me with a statement of the total of my account (amount in account with accrued interest), as provided to the School Board by the bank.

iii. At least sixty (60) days prior to the commencement of my leave, I shall notify the School Board of all premium costs I wish to have deducted from my salary during my period of leave.

iv. In the year of leave, the total monies accumulated as of July 31 of that year shall be paid according to the terms of the Prepaid Leave Plan.

v. The December payment and the final payment of the year of the leave shall be adjusted to include interest earned on the balance of monies held in my account.

\_\_\_\_\_  
Employee's Name

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

\_\_\_\_\_  
Employee's Work Location

\_\_\_\_\_  
Employee's Classification

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Coordinator of Human Resources