

**CIVIL SERVICE
MASTER AGREEMENT**

April 1, 2010 to March 31, 2012



Province of Nova Scotia

Nova Scotia

Government & General

Employees Union



**CIVIL SERVICE
MASTER AGREEMENT**

between

**Her Majesty the Queen
in Right of the
Province of Nova Scotia**

represented by the
Public Service Commission

and the

**Nova Scotia
Government & General
Employees Union**

April 1, 2010 – March 31, 2012

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of the Civil Service of the Province and to promote the well-being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

***1.01 Definitions**

For the purposes of this Agreement:

- (1) “Bargaining Unit” means all the probationary, permanent, term, temporary, and seasonal employees of the Employer in one of the bargaining units established under the *Civil Service Collective Bargaining Act* as set out in Article 2.01, except those employed in a managerial or a confidential capacity.
- (2) “Daily rate of pay” means an employee’s bi-weekly rate of pay divided by ten (10).
- (3) Day:
 - (a) “Business Day” means Monday through Friday, excluding holidays.
 - (b) “Calendar Day” means any day of the week, including holidays.
 - (c) “Work Day” means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.
- (4) “Employee” means a person who is included in a bargaining unit.
- (5) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (6) “Employer” means Her Majesty the Queen in the Right of the Province through the Public Service Commission.
- (7) “Holiday” means:
 - (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half (½) of the shift falls on a day designated as a holiday in this Agreement;
 - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.

- (8) “Leave of Absence” means absent from work with permission.
- (9) “Lockout” includes the closing of a place of employment, a suspension of work or a refusal by the Public Service Commission on behalf of the Government of Nova Scotia to continue to employ a number of employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (10) “Regularly Scheduled Part Time Position” means a position in which an employee works on a regular bi-weekly basis for not less than forty percent (40%) of the full time hours for the position.
- (11) “Seasonal Employee” means an employee who works on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season to the same department and the same geographic location.
- (12) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (13) “Strike” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the Employer to agree to terms or conditions of employment or to aid other employees in compelling their Employer to agree to terms or conditions of employment.
- (14) “Temporary Employee” means an employee who is employed for more than ten (10) continuous weeks but less than thirty-nine (39) continuous weeks (nine (9) months) or employed in the same department for more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period.
- (15) “Term Employee” means an employee in an assignment of work that is anticipated to be or turns out to be at least thirty-nine (39) weeks but not more than one-hundred and four (104) weeks (two (2) years).
- (16) “Week” means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours. (Where the employee works a seven and one-half (7 ½) or an eight (8) hour day, their week would equal thirty-seven and one half (37 ½) or forty hours (40) respectively.)
- (17) “Union” means the Nova Scotia Government & General Employees Union.

1.02 Service

For the purposes of this Agreement, “service” means:

- (a) (1) total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*; and

- (2) total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Appendix 5 has been a combination of full-time and unbroken non-civil service and civil service employment.
- (b) (1) Notwithstanding Article 1.02 (a) except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who receives salary for more than ten (10) days during that calendar month.
- (2) For the purposes of Article 1.02 (b) (1), service related benefits are vacation, sick leave, Public Service Awards and severance.
- (3) The application of the revisions to Article 1.02(b) is limited to service earned on and after January 1, 1990.

1.03 Civil Service Terms

Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Civil Service Act and Regulations* or the *Civil Service Collective Bargaining Act* have the same meaning as given to them in the *Civil Service Act and Regulations* or the *Civil Service Collective Bargaining Act*.

1.04 Gender

Unless any provision of this Agreement otherwise specifies, words importing to the masculine gender shall include females and vice versa.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees of the Employer paid under the eight (8) pay plans corresponding to the three (3) bargaining units set out below:

BARGAINING UNIT	CLASSIFICATION AND PAY PLAN
1. Clerical and Related Bargaining Unit (CL)	a) Clerical and Related Classification and Pay Plan (CL)
2. Technical and Service Bargaining Unit (TS)	a) Health Services Classification and Pay Plan – Health Services Personnel (HSA)
	b) Health Services Classification and Pay Plan (HSB)
	c) Maintenance and Operational Services Classification and Pay Plan (MOS)

- d) Services Classification and Pay Plan (SE)
 - e) Technical Classification and Pay Plan (TE)
3. Professional Bargaining Unit (PR)
- a) Professional Classification and Pay Plan (PR)
 - b) Health Services Classification and Pay Plan – Nursing Services Personnel (HSN)

2.02 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

*ARTICLE 3 – EQUITY AND DIVERSITY

3.01 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Civil Service Act*, the *Human Rights Act*, or any other law.

3.02 Equity and Diversity Initiatives

The Employer and the Union are committed to a workplace that is free of discrimination, values diversity and is representative of the people of Nova Scotia. The Employer and the Union agree to meet during the term of this Agreement to identify initiatives that support equality of opportunity, accommodations for persons with disabilities and diversity in the workplace.

ARTICLE 4 – APPLICATION

This Agreement, including each Memoranda of Agreement and the Appendices which are attached or otherwise incorporated by reference, apply to and are binding on the Union, the employees, and the Employer.

ARTICLE 5 – PROVINCIAL SECURITY

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation, given or made on behalf of the Government of Nova Scotia, in the interests of the health, safety or security of the people of the Province.

ARTICLE 6 – FUTURE LEGISLATION

6.01 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

6.02 Conflict with Regulations

A provision in this Agreement that conflicts with a regulation affecting employees of a bargaining unit covered by the Agreement prevails over the regulation.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 Management Rights

The management and direction of employees and operations is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

7.02 Safety Regulations

It is the exclusive function of the Employer to enforce safety and other regulations.

7.03 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

7.04 Delegation of Authority

The Employer reserves the right to delegate any authority provided under this Agreement.

ARTICLE 8 – RIGHTS AND PROHIBITIONS

8.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike.

8.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of the *Civil Service Collective Bargaining Act*.

ARTICLE 9 – UNION INFORMATION

9.01 Bulletin Boards

The Employer will provide, upon request by the Union, adequate and visible bulletin board space in each work area for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards, and the parties shall then endeavour to achieve a mutually satisfactory resolution, and such matters shall not be the subject of a grievance.

9.02 Distribution of Union Literature

The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

ARTICLE 10 – INFORMATION

10.01 Copies of Agreement

The Employer agrees to supply each employee with a copy of the Agreement within ninety (90) days of the signing unless the Employer and the Union agree otherwise.

10.02 Letter of Appointment

An employee, upon hiring, shall be provided with a statement of his/her classification and employment status and applicable rate of pay. In the case of a part-time employee, it will include a designation as to the percentage of full-time hours.

10.03 Employer to Acquaint New Employees

The Employer agrees to provide new employees at the time of hiring, or as soon as practicable thereafter, with a copy of the collective agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.

***10.04 Union to Acquaint New Employees**

The Employer agrees to provide the Union at the time of hiring, or as soon as practicable thereafter, an opportunity to meet, in the workplace, each new member

to explain rights and obligations of Union membership, the role and structure of the Union, including shop stewards, and the provisions of the collective agreement.

***10.05 Employee Information Provided to Union**

- (a) Within 60 days of the signing of the Collective Agreement, the Employer shall provide to the Union the names, classifications, positions, employment status (permanent, part-time, seasonal, term, temporary), pay rates and the last known home address of all employees who are covered by this Agreement.
- (b) The Employer shall provide to the Union, on at least a monthly basis, a report containing any changes to the information specified in Article 10.05 (a).
- (c) Should the Employer be unable to comply with either Article 10.05 (a) or 10.05 (b) due to operational capabilities, the Employer shall provide the Union with reasonable notice.
- (d) The Union is committed to protecting the privacy and confidentiality of employees' personal information. Employee home addresses shall be used for the purpose of Union business only.
- (e) The Employer agrees to provide the Union such information relating to employees in the bargaining unit that in the opinion of the Employer may be required for collective bargaining purposes.

***10.06 Position Descriptions**

- (a) A new employee or an employee who is appointed to a new position shall receive, upon commencement in the new position, information related to his/her role and the work environment, and be provided a position description outlining the duties and responsibilities assigned to his/her position.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once the review and revision has been concluded, the affected employees (s) shall be provided a copy of the position description.
- (c) All position descriptions shall be signed by the Public Service Commission and copies shall be forwarded to the Union.

10.07 Access of Information

Where practicable, the Employer agrees to ensure that all bargaining unit employees shall have access to the Employer's computer system.

ARTICLE 11 – APPOINTMENT

***11.01 Probationary Period**

Except as provided in 11.02(c) and 11.03(a), an employee may be appointed to his/her permanent position on a probationary basis for a period not to exceed twelve (12) months. Where an employee is appointed to a permanent position on a probationary basis, time worked by the employee in a previous temporary or term position shall count towards the twelve (12) month probationary period provided the temporary or term appointment concluded no longer than four (4) calendar weeks preceding the appointment. Where the permanent appointment is to a different classification, however, the employee shall work at least six (6) months in the new position before appointment is confirmed on a permanent basis.

11.02 Confirmation of Permanent Appointment

- (a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis except as provided in Article 11.02(c) and 11.03(a).
- (c) A probationary employee who applies for and is appointed to another position in a different classification shall work at least six (6) months in the new position before the appointment is confirmed on a permanent basis. The entire probationary period will not exceed eighteen (18) months.

***11.03 Extension of Probationary Period (PR and TE Pay Plans)**

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six (6) months, providing the employee is not under constant supervision due to a requirement to travel in the performance of his/her duties or required to work for extended periods in a location separate from his/her immediate supervisor.
- (b) When an employee's probationary appointment is to be extended as provided in Article 11.03(a), the Deputy Head shall notify the employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension.
- (c) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for the length of time that the employee may have been on leave during the probationary period, where such leave exceeds forty (40) continuous work days.

11.04 Termination of Probationary Appointment

The Employer or Deputy Head may terminate a probationary appointment at any time.

11.05 Temporary Appointment

- (a) An employee who has been employed continuously for more than ten (10 weeks (ie. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (ie. less than one thousand three hundred and sixty-five (1,365) hours) or who has been employed in the same department for more than ten (10) weeks (ie. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (ie. one thousand three hundred and sixty-five (1,365) hours) in a fifty-two (52) week period, shall be appointed as a Temporary Employee.
- (b) Notwithstanding (a), where an employee has been employed continuously in a regularly scheduled part time position for more than ten (10) weeks but less than thirty-nine (39) weeks or has been so employed in the same department for a total of more than ten (10) weeks, but less than thirty-nine (39) weeks in a fifty-two (52) week period, the employee shall be appointed as a Part Time Temporary Employee.

11.06 Benefit Entitlements for Temporary Employees

- (a) A Temporary Employee shall be paid the applicable Collective Agreement rate of pay plus eleven percent (11%) biweekly in lieu of benefits.
- (b) The following articles of the Collective Agreement shall not apply to Temporary Employees except as otherwise indicated below:

Article 21	Vacation
Article 23.06	Leave for Family Illness except as provided in 23.06
Article 23.08	Pregnancy Leave Allowance
Article 23.11	Parental & Adoption Leave Allowance
Article 23.14	Leave for Medical and Dental Appointments (except Article 23.14 (b) shall apply)
Article 23.16	Leave of Absence for Public Office
Article 23.17	Military Leave
Article 23.18	Prepaid Leave
Article 23.19	Education Leave
Article 24	Group Insurance
Article 25.01	General Illness Leave Benefits except as provided in 25.01
Article 25.02	Sick Leave – STI

Article 25.03Recurring Disabilities

Article 25.05Benefits/Layoff

Article 25.06 Long-Term Disability

Article 25.16 Ongoing Treatments

Article 35Pension

Article 37 Employment Stability
(except Articles 37.10, 37.11, 37.12 & 37.22 shall apply)

Article 40.04 Group Insurance

Article 40.06 Long Term Disability

Article 41 Job Sharing

Article 43Classification and Reclassification (except 43.01)

***11.07 Term Appointment**

- (a) (i) An employee who is employed continuously in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more (ie. one thousand three hundred and sixty-five (1,365) hours) but less than one hundred and four (104) weeks (ie. three thousand six hundred and forty (3,640) hours) shall be appointed as a Term Employee.
- (ii) Notwithstanding (i) where an employee has been employed continuously in a regularly scheduled part time position, in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more but less than one hundred and four (104) continuous weeks shall be appointed as a Part Time Term Employee.
- (b) Notwithstanding (a), where the Employer has funding from a third party which will support a specific project for a term of more than two (2) years, the Employer may appoint an employee for the term of the funding to a maximum of three (3) years. If the term appointment exceeds three (3) years, the Employer shall change the status of the employee appointed to that position from term to permanent, upon the completion of more than three (3) years of service. If requested by the Union, the Employer will provide specific information substantiating the third party funding.
- (c) Appointments under (b) are not subject to Article 11.09(c).

11.08 Termination of Term Appointment

The Employer or Deputy Head may terminate a term appointment at any time.

***11.09 Change of Term Status**

- (a) The Employer may change the status of an employee appointed under the provisions of Article 11.07 to probationary, permanent or temporary in accordance with the applicable provisions of the Master Agreement.
- (b) If the Employer determines that there is a need on a permanent basis to fill a position to which an employee is appointed on a Term basis and there is no present incumbent, the Employer shall change the status of the employee appointed to that position from Term to permanent without posting, provided the employee has been employed on a Term basis for at least twelve (12) months and shall notify the employee in writing.
- (c) In the event that
 - (i) a term appointment exceeds two (2) years, or
 - (ii) the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, or
 - (iii) an employee has been continuously employed in a bargaining unit position(s) for a minimum of forty percent (40%) of the regularly scheduled full-time hours applicable to the position(s) for more than 104 continuous weeks, of which the most recent twelve (12) month period was in the same position,

the Employer shall change the status of the employee appointed to the position from term to permanent upon completion of the two (2) years (104 continuous weeks) service and shall notify the employee in writing. For the purpose of this Article, “service” is calculated from the date of last appointment to the Civil Service.

***11.10 Termination Notice**

- (a) If the employment of an employee appointed to a position on a probationary or Term basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer or Deputy Head shall advise the employee in writing not less than ten (10) business days prior to the date of termination.
- (b) The Employer will notify the Union when an employee is terminated, inclusive of the reason(s) for termination.

11.11 Pay in Lieu of Termination Notice

Where less notice in writing is given than provided for, an employee terminated in accordance with the provisions of Article 11.10, shall continue to receive his/her pay for the number of work days prior to the date of termination.

***11.12 Written Reasons for Termination**

An employee employed in a position on a probationary, temporary or term basis shall be given the reasons for termination in writing within the period of notice pursuant to Article 11.10.

11.13 Re-employment in Former Position

The Employer shall confirm the appointment permanent on the effective date of the probationary appointment of a permanent employee whose employment is terminated for any reason and who is reappointed to his/her former position within one (1) year from the date of such termination. In this case, the term “former position” refers to the same block in the organizational chart of the department where previously employed.

11.14 Permanent Employees Appointed to Term Positions

- (a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a permanent position in their same classification, same department and same geographic location. Such employees shall be entitled to ten (10) business days written notice in the event there is to be an earlier expiry date of the term appointments.
- (b) Provided there is no present incumbent, and where the term exceeds twenty-four (24) months or the position is determined permanent prior to twenty-four (24) months, the Employer shall declare as the incumbent the employee who occupies that term position, unless the employee chooses to return to a permanent position in their same classification, same department, same geographic region or unless the parties agree otherwise.

***11.15 Permanent Employees Appointed to Temporary Positions**

Permanent employees who are appointed to temporary positions shall maintain their permanent status and have the right to return, at the expiry of the temporary assignment, to a permanent position in their same classification, same department and same geographic location, provided their permanent department approves such leave based on operational requirements. Such approval shall not be unreasonably withheld. While in the temporary position, the permanent employee shall maintain their benefits as a permanent employee.

11.16 Student Employment

- (a) Students who are employed to backfill in a bargaining unit position shall be paid the bargaining unit rate and if so employed for more than ten (10) weeks will be a member of the bargaining unit.

- (b) Students who are employed only to supplement the work of the bargaining unit members will not be members of the bargaining unit and the Employer shall set their rate of pay.
- (c) The Parties may agree that students hired for special projects will not be members of the bargaining unit and the Employer shall set their rate of pay. Such agreement shall not be unreasonably withheld.

11.17 No Avoidance

The Employer will not utilize casual, Temporary, and Term appointments to avoid filling a permanent position.

11.18 Maintaining Bargaining Unit Status

- (a) Where an employee has acquired bargaining unit status as a Temporary or Term employee through an assignment of work in a department and that assignment of work comes to an end before the employee has been made a permanent employee, the employee will retain their bargaining unit status in a subsequent assignment of work with the Employer in either of the following two situations:
 - (i) the employee is rehired by the same department within a time frame that results in the employee having worked more than ten (10) weeks in a fifty-two (52) week period, or
 - (ii) the employee is hired by a different department and the work in the second department is continuous with the work in the first department.
- (b) For purposes of this Agreement an employee's work is continuous where the employee has worked a minimum of forty percent (40%) of the full time hours applicable to the position each week, or has been on an approved leave.

ARTICLE 12 – SEASONAL EMPLOYEES

12.01 Except as provided below, all terms of this Agreement shall apply to Seasonal Employees:

- (a) Service Related Benefits

For the purposes of earning entitlement to a service related benefit (vacation, sick leave, public service award and severance), Article 1.02 of this Agreement applies.

- (b) Pro-Ration of Certain Benefits

General Illness Leave, Short Term Illness Leave, Vacation Leave, Family Illness Leave, Emergency Leave and Leave for Medical and Dental appointments will be pro-rated based on service in the fiscal year.

(c) Probationary Period

Subject to Article 12.02, a Seasonal Employee may be appointed to their position on a probationary basis for the lesser of two (2) seasons or twelve (12) months. The Employer may, before the expiration of the employee's probationary period, extend the probationary appointment for a period not to exceed six (6) months, where the employee is not under constant supervision due to a requirement to travel or to work for extended periods in a location separate from their immediate supervisor.

(d) Pension Plan

Seasonal Employees who work more than four (4) months in a season will contribute to the Public Service Superannuation Plan while actively at work. Seasonal Employees who work for four (4) months or less per season are not eligible to participate in the Pension Plan. Seasonal Employees are not eligible to participate in the pension plan while on a seasonal lay-off.

(e) Group Life Insurance – 2 Plans

- (i) Seasonal Employees who work less than six (6) months (ie. 26 weeks) shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$25,000.
- (ii) Seasonal Employees who work six (6) months or more including seasonal conservation officers appointed for the 2007 season, shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$60,000.00.
- (iii) Seasonal Employees may choose to purchase optional group life insurance at one or two times flat rate coverage. The cost of such optional coverage (which is 100% employee paid) will depend on the age of the employee.
- (iv) Premiums for the group life insurance benefit shall be paid through pay roll deductions over the first (5) pay periods of the employees' seasonal employment.

(f) *Health and Dental (See Memorandum of Agreement #4)

Seasonal Employees who work six (6) months/(26 weeks) or more shall participate in the Health and Dental Care Plans of the Employer, cost shared at a rate of 65% Employer 35% Seasonal Employee, while the Seasonal Employee is actively at work. Seasonal Employees participating in these plans shall pay the full premium costs (both Employer and Employee share) for the months they are on seasonal lay-off. Seasonal Employees shall pre pay premiums for the layoff period through payroll deductions which will be prorated biweekly prior to the date of layoff.

(g) GI and STI During Layoff

Seasonal Employees shall not be entitled to General Illness and Short Term Illness benefits beyond the date of seasonal layoff.

(h) Top Up Allowances During Layoff

Where a Seasonal Employee is in receipt of either Pregnancy Leave Allowance or Parental and Adoption Leave Allowance prior to their date of seasonal layoff, the layoff shall not preclude their continued entitlement to benefit. The remaining top up allowance owing to the Employee beyond the date of layoff will be paid in a lump sum at the time of the layoff.

(i) LTD

Seasonal Employees who work six (6) months or more in the fiscal year are entitled to Long Term Disability in accordance with the provisions of the Long Term Disability Plan. Seasonal Employees who work less than six (6) months (26 weeks) in the fiscal year are not entitled to participate in the LTD Plan.

(j) Seasonal Layoff and Recall

- (i) Effective the date of the layoff the Seasonal Employee shall be placed on the seasonal recall list.
- (ii) When Seasonal Employees are recalled, the Employer will indicate the expected date of seasonal layoff. The Employer will advise the employee at the time of recall, both the level of benefits applicable to the employee and the cost share based on the expected date of seasonal layoff. If the date of layoff is changed to an earlier or later date than the date originally indicated, the Employer will give a revised notice to the employee at least ten (10) working days prior to the effective date of layoff.
- (iii) The Parties agree the Employer will estimate the likely layoff date for each seasonal employee at the start of the season and the benefit coverage applied will be based on this estimate. In the event the seasonal employee is laid off earlier or later than anticipated, the benefit coverage available for that season will not be adjusted.
- (iv) In order to ensure a Seasonal Employee does not experience a gap in benefit coverage due to their return date being different than a previous year, the Employer will enroll the employee in the benefits plan on the same date each year and any premium adjustment required will be made on the Seasonal Employee's return.
- (v) Subject to operational requirements, Seasonal Employees will be recalled to the position in the same department and same geographic location they held the previous year without regard to the job posting provisions. If a position has been eliminated, the Employer and the Union will consult to determine whether other available vacant seasonal or temporary positions may be available for the affected Seasonal Employee. Where candidates are of equal merit, selection for a vacancy in a Seasonal or Temporary position will be determined by seniority.

(k) *Access To Article 37

Where a seasonal employee with eighteen (18) months of service from the date of appointment (whether or not continuous) or three (3) seasons from the date of appointment, whichever is less, is to be laid off, due to reasons other than a seasonal layoff, including technological change, shortage of work or funds, discontinuance of a function or reorganization of a function, Article 37 shall apply.

This provision shall become effective on July 6, 2010.

(l) Salary Increment

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service to a Seasonal Employee after the Seasonal Employee has served for the lessor of two (2) seasons or twelve (12) months following the first day of the month established in Article 38.05 or the lesser of two (2) seasons or twelve (12) months following the date of a change in their rate of compensation established in Article 38.02, 38.03, or 38.04.

(m) In addition to the above, Seasonal Employees shall not be entitled to:

Article 23.18 Prepaid Leave

Article 23.19 Education Leave

Article 37 Employment Stability except as otherwise provided herein

***12.02 Seasonal Employees Appointed to Term Positions**

Seasonal employees who are appointed to term positions shall maintain their seasonal status and have the right to return, at the expiry of the term assignment, to a position in their same classification, same department and same geographic location, provided their seasonal department approves such a term appointment based on operational requirements. Such approval shall not be unreasonably withheld.

While in the term position, the seasonal employee shall be entitled to the benefits of a term employee.

***12.03 Seasonal Employees Appointed to Temporary Positions**

Seasonal employees who are appointed to temporary positions shall maintain their seasonal status and have the right to return, at the expiry of the temporary assignment, to a seasonal position in their same classification, same department and same geographic location, provided their seasonal department approves such a leave based on operational requirements. Such approval shall not be unreasonably withheld.

While in the temporary position, the seasonal employee shall maintain the benefits associated with his/her seasonal position.

ARTICLE 13 – RE-ASSIGNMENT AND JOB POSTING

13.01 Re-Assignment

- (a) Notwithstanding any other provision in this collective agreement, the Employer has the right to assign or re-assign employees or work as required within the same classification, same department, and same geographic location as defined in Article 37. The Employer shall not exercise the right to assign or re-assign in an unreasonable or arbitrary manner.
- (b) Where consistent with the operational requirements of the Employer, expressions of interest for assignment or reassignment may be invited by the Employer.
- (c) The Employer will notify the Union of all employees reassigned pursuant to this provision.
- (d) An employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor through the established informal step in the grievance procedure.
- (e) Before a grievance on reassignment is referred to adjudication, the circumstances are to be reviewed by the Technological Change Committee.

*13.02 Job Posting

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, prior to filling new positions or vacancies by job posting, the Employer will invite employees who have the same or greater designated percentage of full-time employment as the new position or vacancy within the same classification and the same department to submit an expression of interest. Where more than one expression of interest is received, the employee with the greatest length of service will fill the position.
- (b) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post, for a minimum of ten (10) work days, notice of such new position or vacancy electronically. In work locations, where electronic job postings are not possible or practical, job postings will be placed in a visible location.
- (c) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. The Employer reserves the right to post simultaneously such positions internally and externally.
- (d) The Union and Employer may agree that job postings be restricted to aboriginal peoples, racially visible persons, persons with disabilities, and women and men in non-traditional roles.

- (e) Where no bargaining unit applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.
- (f) In the event that a vacancy arises in the same position classification title, within the same geographic location and the same department within a four (4) month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing competition within the four (4) month period.

13.03 Filling Vacancies

Where is it the opinion of the Employer that:

- (a) a vacancy can be filled from within, and
- (b) two or more applicants are qualified, and
- (c) those applicants are of equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of service.

13.04 Grievance/Adjudication

Notwithstanding any other provision in this Agreement, for the purposes of this Article, the grievance and adjudication rights of an employee covered by this Agreement shall be extended to apply to all positions included in all civil service bargaining units covered by all collective agreements between the Union and the Employer made pursuant to the *Civil Service Collective Bargaining Act*.

***ARTICLE 14 – TEMPORARILY WORKING IN EXCLUDED POSITION**

- (a) Where an employee successfully competes for an excluded position and takes an approved leave from his/her bargaining unit position to work in an excluded position, the employee has a right to return to his/her bargaining unit position at the expiry of the excluded position.
- (b) While in the excluded position, the employee shall not pay Union dues nor shall the Union have a duty to represent the employee in any matter arising out of his/her excluded position. However, the Union reserves the right to represent the employee in relation to his/her right to return to his/her bargaining unit position.
- (c) Should the employee apply for a bargaining unit position while on an approved leave from his/her bargaining unit position, the employee shall be considered an internal applicant.

ARTICLE 15 – CHECKOFF

15.01 Deduction of Union Dues

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

15.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 15.01.

15.03 Religious Exclusions

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided he/she makes a contribution equal to said Union dues to some recognized charitable cause.

15.04 Remittance of Union Dues

The amounts deducted in accordance with Article 15.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

15.05 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 16 – STEWARDS

16.01 Recognition

The Employer acknowledges the right of the Union to appoint employees as Stewards.

16.02 Notification

- (a) The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as Stewards for each jurisdictional area.

***16.03 Union Representation**

The Employer will advise an employee that he/she has the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of being advised of a suspension without pay or discharge. Should the Union be unavailable, the Employer may proceed with the suspension or discharge meeting in the Union's absence.

16.04 Servicing of Grievances

It is understood that the officers, stewards, and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, the steward will not leave the job without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld. The steward shall report back to the Supervisor before resuming the normal duties of his/her position.

ARTICLE 17 – TIME OFF FOR UNION BUSINESS

17.01 Leave Without Pay

- (i) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees who are elected:
 - (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
 - (b) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
 - (c) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
 - (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
 - (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

Such permission shall not be unreasonably withheld.

- (ii) Special leaves without pay shall be granted to employees who are selected or appointed to attend Union educational programs or to work as replacements for Union staff on a relief basis and for such other purposes as may be agreed to by the Employer, provided that operational requirements permit and on reasonable notice.

Such permission shall not be unreasonably withheld.

17.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and Bargaining Unit Negotiating Council.

17.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Deputy Head shall grant special leave with pay for a period not exceeding two (2) work days, and special leave with pay for traveling time for such portion of the work day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the registered delegates to the Annual meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

17.04 Number of Employees Eligible

The number of employees eligible for special leave provisions under Articles 17.01 and 17.03 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

17.05 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than two (2) representatives of each bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

17.06 Grievance Meetings

Where operational requirements permit, and with reasonable notice, the Employer shall grant leave with pay, at straight time, to an employee for the purpose of attending grievance meetings with the Employer.

17.07 Adjudication and Joint Consultation

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are:

- (a) grievors for the purpose of attending their own grievance hearing;
- (b) called as a witness by an Adjudication Board prescribed by Article 30;
- (c) meeting with management in joint consultation prescribed by Article 31.

17.08 Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the Memorandum of Agreement between the parties, which shall form part of this Agreement.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of Work

The hours of work shall be as set forth in the individual classifications and pay plans under Appendices 1, 2, and 3, which contains the three (3) bargaining units attached to and forming part of this agreement.

***18.02 Flexible Working Hours**

- (a) The Employer shall authorize a flexible working hours schedule, if the Employer is satisfied that operational requirements and the efficiency of the service permit.
- (b) The Employer may approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

***18.03 Modified Work Week**

- (a) Where employees in a unit have indicated a desire to work a modified work week, the Deputy Head or delegated official may authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.
- (b) The Employer may approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

18.04 Return to Regular Times of Work

In the event that a modified work week or flexible working hours system provided for in Article 18.02 and 18.03:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons

the employing department may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

18.05 Conversion of Hours

Except as otherwise provided in the Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:

- calculation of service under Article 1.02 (b)
- annual vacation entitlement
- vacation carry over
- paid holidays under Article 22.01
- bereavement leave
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period
- rest periods

ARTICLE 19 – OVERTIME

19.01 Definitions

In this Article and Article 22:

- (a) "overtime" means authorized work in excess of an employee's regular work day or regular work week as specified in the applicable appendix.
- (b) "time and one-half" means one and one-half (1 ½) times the straight time rate calculated by the formula:
- (i) $\frac{\text{biweekly rate}}{70} \times 1.5$
where the employee's normal work week consists of thirty-five (35) hours exclusive of meal break.
- (ii) $\frac{\text{biweekly rate}}{75} \times 1.5$
where the employee's normal work week consists of thirty-seven and one-half (37 ½) hours exclusive of meal break.
- (iii) $\frac{\text{biweekly rate}}{80} \times 1.5$
where the employee's normal work week consists of forty (40) hours exclusive of meal break.

(c) “double time” means two (2) times the straight time rate calculated by the formula:

(i) $\frac{\text{biweekly rate}}{70} \times 2$

where the employee’s normal work week consists of thirty-five (35) hours exclusive of meal break.

(ii) $\frac{\text{biweekly rate}}{75} \times 2$

where the employee’s normal work week consists of thirty-seven and one-half (37 ½) hours exclusive of meal break.

(iii) $\frac{\text{biweekly rate}}{80} \times 2$

where the employee’s normal work week consists of forty (40) hours exclusive of meal break.

19.02 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, notice of this requirement when this requirement becomes evident to the immediate supervisor.

19.03 Union Consultation

The Union is entitled to consult the Employer or his/her representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

19.04 Overtime Compensation

Subject to Article 19.05, an employee is entitled to time and one half (1 ½ T) compensation for each hour of overtime worked by him/her.

19.05 Overtime Eligibility

An employee must work at least twenty (20) minutes beyond his/her normal shift before being eligible for overtime compensation.

19.06 Overtime Meal Allowance

- (a) An employee, who is required to work a minimum of three (3) hours overtime following his/her scheduled hours of work, and where it is not practical for him/her

to enjoy his/her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he/she may take a meal break either at or adjacent to his/her place of work. Under such conditions, he/she shall be reimbursed his/her expenses for one (1) meal in the amount of:

\$10.00

except where free meals are provided.

- (b) If the employee continues to work beyond three (3) hours overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.
- (c) An employee who is called back to work under the provisions of Article 20.04 shall be provided with a meal break and allowance (or meal), in accordance with (a) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

19.07 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow his/her regular shift shall be given not less than four (4) hours prior notice. If such notice is not given, the provisions of Article 20.04 shall apply.

19.08 Overtime on First Day of Rest

An employee who is required to work overtime on his/her first day of rest shall be paid at the overtime rate as provided in Article 19.04.

19.09 Overtime on Second Day of Rest

An employee who is required to work overtime on his/her second day or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive or contiguous calendar days of rest.

19.10 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

19.11 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties other than the duties of his/her regular position, he/she will be compensated for the overtime worked at the rate applicable to the duties performed

during the overtime period but will in no case be paid a rate lower than his/her applicable overtime rate.

19.12 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked.

19.13 Time Off in Lieu of Overtime

- (a) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.
- (b) Where operational requirements permit, the Deputy Head may authorize an extension of time limits provided in (a) above.

19.14 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work established in accordance with Article 18, in order to equalize any overtime worked.

19.15 Daylight Savings Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

ARTICLE 20 – STANDBY AND CALLBACK

20.01 Standby Compensation

Except as provided in 20.06, employees who are required by the Employer to standby shall receive standby pay for each standby period of eight (8) hours or less in accordance with the following:

Regular Rate, Non Holiday.....	\$16.21
Holiday Rate.....	\$32.40

20.02 Employee Availability

- (a) An employee designated for standby duty shall be available during his/her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.

- (b) The Employer, at its expense and discretion, will supply pagers, cellular phones or radios to members of the bargaining unit who are designated for standby duty.

20.03 Failure to Report

No compensation shall be granted for the total period of standby if the employee is unable to report for duty when required.

20.04 Callback Compensation

An employee who is called back to work and who reports for work shall be compensated, for a minimum of four (4) hours at a straight time rate for the period worked or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any employee who is called back.

20.05 Transportation Allowance

Employees called back shall be reimbursed for transportation to and from the place of work to a maximum of \$8.99 per call effective April 1, 2007, and \$9.13 per call effective April 1, 2008. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2008. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

20.06 Standby – Natural Resources

Where employees employed by the Department of Natural Resources are required by an official of the Department of Natural Resources to be available for immediate work, the period of such availability shall be called "standby time", and upon the certificate of the Deputy Head as to the amount of and reason for such standby time, such persons shall be entitled to compensation or leave with pay for one-third (1/3) of their standby time.

ARTICLE 21 – VACATIONS

***21.01 Annual Vacation Entitlement**

Effective April 1, 2010, an employee shall be entitled to receive annual vacation with pay:

- (a) each year during his/her first sixty (60) months of service at the rate of one and one-quarter (1 ¼) days for each month of service; three (3) weeks during first five (5) years of service.
- (b) each year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after five (5) years of service.

- (c) each year after one-hundred and eighty (180) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after fifteen (15) years of service.
- (d) each year after two hundred and eighty-eight (288) months of service at the rate of two and one-half (2 ½) days for each month of service; six (6) weeks after twenty four (24) years of service.

21.02 Vacation Year

The vacation year shall be April 1 to March 31, inclusive.

21.03 Authorization

An employee shall be granted vacation leave at such time during the year as the Deputy Head determines.

21.04 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Deputy Head or delegated official in writing of his/her vacation preference as soon as possible for the following vacation year but before February 15th in each year. The Deputy Head will respond in writing by March 15th indicating whether or not the employee's vacation request is authorized.
- (b) Preference of vacation schedule shall be given to those employees with greater length of service as defined in Article 1.02; however, those employees must be transferred into the work unit for six (6) months before they can use length of service to provide priority for selection of vacations.
- (c) Where occupational requirements necessitate a decision by the Deputy Head to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to the employees with greatest length of service.
- (d) The Deputy Head shall post the approved vacation schedule no later than March 15th.
- (e) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees on a work unit by length of service.
- (f) By mutual agreement between the Deputy Head and employee, vacation days may be granted at times other than scheduled in accordance with this Article. When more than one employee wishes to take vacation under this paragraph, such vacation shall be offered to employees on a work unit by length of service.

21.05 Employee Request

Subject to the operational requirements of the service, the Deputy Head shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Deputy Head is unable to comply with the employee's written request, the Deputy Head or delegated official shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

21.06 Unbroken Vacation

Where operational requirements permit, the Deputy Head shall make every reasonable effort to grant to an employee his/her request to enjoy his/her vacation entitlement in a single unbroken period of leave.

***21.07 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Head or the Deputy Head, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Deputy Head not later than January 31st of the year in which the vacation is earned, provided however that the Deputy may accept a shorter period of notice of the request. The Deputy Head shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year.

21.08 Accumulative Vacation Carry Over

- (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Deputy Head, it will not interfere with the efficient operation of the Department.
- (b) The scheduling of any vacation carryover accumulated pursuant to 21.08(a) is subject to authorization and scheduling in accordance with Article 21.03, Article 21.04, Article 21.05 and Article 21.06.

21.09 Borrowing of Unearned Vacation Credits

On the recommendation of the Deputy Head and with the approval of the Employer, an employee who has been employed in the Public Service for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

21.10 Employee Compensation Upon Separation

An employee, upon his/her separation from the Civil Service, shall be compensated for vacation leave to which he/she is entitled.

21.11 Employer Compensation Upon Separation

An employee, upon his/her separation from the Civil Service, shall compensate the Province for vacation which was taken but to which he/she was not entitled.

21.12 Vacation Credits Upon Death

When the employment of an employee who has been granted more vacation with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.

21.13 Vacation Records

An employee is entitled to be informed, upon request, of the balance of his/her vacation leave with pay credits.

21.14 Recall from Vacation

The Deputy Head will make every reasonable effort not to recall an employee to duty after he/she has proceeded on vacation leave.

21.15 Reimbursement of Expenses Upon Recall

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, subject to the provisions of Article 32 that he/she incurs:

- (a) in proceeding to his/her place of duty; and
- (b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.

21.16 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 21.14 and 21.15, shall either be added to the vacation period, if requested by the employee and approved by the Deputy Head, or reinstated for use at a later date.

21.17 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive work days, and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and his/her vacation credit restored to the extent of the sick leave.

ARTICLE 22 – HOLIDAYS

22.01 Paid Holidays

The holidays for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Sunday (HSN Pay Plan only)
- (d) Easter Monday (All Others)
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civil holiday, the first Monday in August.
- (m) one-half (½) day on Christmas Eve Day beginning at 12:00 noon
- (n) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

22.02 Exception

Article 22.01 does not apply to an employee who is absent without pay on both the work day immediately preceding and the work day following the designated holiday.

22.03 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

- (1) the work day immediately following his/her day of rest; or
- (2) the day following the employee's annual vacation; or
- (3) another mutually acceptable day between the Employer and the employee.

22.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 22.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

22.05 Compensation for Work on a Holiday

Where an employee is regularly scheduled to work and his/her regularly scheduled day of work falls on a paid holiday, as defined in Article 22.01, he/she shall receive compensation equal to two and one-half (2 ½) times his/her regular rate as follows:

- (a) compensation at one and one-half (1 ½) times his/her regular rate of pay including the holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 22.05 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

***22.06 Overtime on a Holiday**

- (a) When an employee is required to work overtime on a paid holiday, as defined in Article 22.01, he/she will receive compensation equal to three (3) times his/her regular rate as follows:
 - (i) compensation at two (2) times his/her regular rate for the hours worked on the holiday; and
 - (ii) holiday pay for the holiday, as defined in Article 22.01.
- (b) An employee may request time off with pay in lieu of compensation under 22.06 (a)(i) above, at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell. In the case of seasonal employees, the parties acknowledge that the Employer's ability to schedule the holiday at a mutually acceptable time may be restricted.
- (c) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 22.06 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (d) Where operational requirements permit, the Deputy Head may authorize an extension of time limits provided in (b) above.

22.07 Time off In Lieu of Holiday (CL, MOS, SE, TE, and PR Plans)

In no case shall the total time off in lieu of the holiday referred to in 22.05(b), and 22.06(b) above exceed the equivalent of one (1) complete shift.

22.08 Christmas or New Year's Day Off (HSA and HSN Pay Plans)

Each employee shall receive either Christmas or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

22.09 Working Two Christmas or New Year's Days in a Row

The Employer shall make reasonable efforts to ensure, where operational requirements permit, that no employee is required to work two (2) Christmas Days or two (2) New Year's Days in a row.

ARTICLE 23 – SPECIAL LEAVE

23.01 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

23.02 Bereavement Leave

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive work days for each death. Immediate family is defined as father, mother, step-parents, brother, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the employee, father-in law, mother-in law, daughter-in law, son-in law, step child, ward of the employee, grandparent or grandchild of the employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.

Notwithstanding, an employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.

- (b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) work day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (c) The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Deputy Head or delegated official.

- (d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

23.03 Court Leave

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (1) in or under the authority of a court; or
 - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Where an employee notifies the Employer in advance, where possible, that he/she is required to serve pursuant to Article 23.03(b), as a result of the functions he/she fulfills on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked.

23.04 Jury Compensation

Any employee given leave of absence with pay to serve on a jury pursuant to Article 23.03(a) shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

23.05 Examination Leave

When an employee participates in a personnel selection process for a position in the Civil Service or for promotion, he/she shall be granted leave of absence with pay for the period during which the employee's presence is required for purposes of the selection or promotion process and for such further period as the Employee considers reasonable for the employee to travel to and from the place where his/her presence is so required. Such leave of absence shall not be considered to be "on the Employer's business", for purposes of expenses incurred under Article 32. Such leave of absence shall be requested by the employee of his/her supervisor as soon as possible after the requirement of his/her presence is known.

***23.06 Leave for Family Illness**

- (a) In this article family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.

- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying his/her Deputy Head or delegated official, leave with pay up to a maximum of five (5) work days per annum except where otherwise provided in (c). The Deputy Head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.
- (c) A Temporary Employee shall be entitled to earn Family Illness leave at a rate of one (1) day for every ten (10) completed weeks of service.
- (d) In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying his/her Deputy Head or delegated official, approval to access leave credits provided for pursuant to 23.06(b). The Deputy Head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

23.07 Pregnancy Leave

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer through the Deputy Head a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request, and the employee shall then provide, 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, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 23.07 (d).
- (f) A pregnant employee shall provide the Employer with a least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates she will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 23.07 (f) may be amended by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;

- (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) Where notice as required under Article 23.07 (g) is not possible, the employee shall give the Employer through the Deputy Head as much notice as reasonably practicable of:
- (i) the date the employee will begin the pregnancy leave where she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 23.07 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 23.07, the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (l) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the pregnancy leave granted under Article 23.07.
- (m) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 23.07 may be granted in accordance with the provisions of Article 25.

23.08 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, 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.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according 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 seventy-five percent (75%) 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 ninety-three percent (93%) 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 that period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employees' classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources and Skills Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

23.09 Parental Leave

(a) Parental Leave

Subject to 23.09 (b) (ii) an employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice in accordance with the provisions of Article 23.07 (g) or (h).

(b) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 23.07 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, Parental Leave:

- (i) shall begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 23.07.

(c) Parental Leave other than in Article 23.09 (b)

For an employee other than one whom Article 23.09 (b) applies, Parental Leave:

- (i) shall begin on a date coinciding with or after the birth of the child or children; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
- (d) The Employer may require an employee who takes Parental Leave pursuant to Article 23.09(c) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 23.09(b) or (c), the employee shall resume work in the same position he/she held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- (f) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
- (g) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave, and his/her service and seniority shall be deemed to be continuous. However, service accumulated

during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Parental Leave granted under Article 23.09.

- (h) Where an employee has commenced the Parental Leave pursuant to this Article and the child to whom the Parental Leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Deputy Head at least (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

23.10 Adoption Leave

- (a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer, through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 23.10 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption Leave:
 - (i) may begin, in the case of international adoption, upon the arrival of the Employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the start date of the adoption leave under (i).
- (d) Where an employee reports for work upon the expiration of the period referred to in Article 23.10 (c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.

- (e) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- (f) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Adoption Leave granted under Article 23.10.

23.11 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 23 of the *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according 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 seventy-five percent (75%) 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 ninety-three per cent (93%) 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) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.

- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources and Skills 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*.

23.12 Leave for Birth of Child/or Adoption

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) full shift. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) full shift special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this Agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) full shift.

23.13 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) work days for a critical condition which requires his/her personal attention resulting from an emergency, which cannot be serviced by others or attended to by the employee at a time when he/she is normally off duty.

23.14 Leave for Medical and Dental Appointments

- (a) Employees shall be allowed paid leave of absence up to four (4) work days per annum in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.
- (b) A Temporary Employee shall be allowed paid leave of absence at a rate of one (1) day for each three (3) completed months of service in order to engage in personal preventive medical and dental care.

***23.15 Leave for Storms or Hazardous Conditions**

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or

- (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
 - (iv) Notwithstanding 23.15 (a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 23.15(a)(i), (ii) or (iii), where reasonable efforts have been made by the employee to arrive at his/her work station at the scheduled time.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 23.15 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 23.15 (b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.
- (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

23.16 Leave of Absence for Public Office

Where an employee is granted time off work as a result of elected activity pursuant to Section 35 of the *Civil Service Act*, such time off work will be without pay.

23.17 Military Leave

Military leave shall be as provided for in Section 80, General Regulations made pursuant to the *Civil Service Act*.

23.18 Prepaid Leave

(a) Purpose

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

(b) Terms of Reference

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) A suitable replacement for the employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the collective agreement provided the leave is for a period of one (1) year.

- (iii) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (iv) It is understood that the Plan shall comply with Canada Revenue Agency requirements.

(c) Eligibility

Any permanent employee is eligible to participate in the Plan.

(d) Application

- (i) An employee must make written application to his/her Deputy Head at least four (4) calendar months in advance, requesting permission to participate in the plan. A shorter period of notice may be accepted by the Deputy Head. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
- (ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written explanation.

(e) * Leave

- (i) The period of leave will be no less than six (6) consecutive months and no more than twelve (12) consecutive months, except where the leave of absence is to be taken by the employee for the purpose of permitting the full-time attendance of the employee at a designated educational institution (within the meaning assigned by subsection 118.6(1) of the *Income Tax Act*, R.S.C. 1985, c. 1(5th Supp.)), in which case the period of leave will be no less than three (3) consecutive months and no more than twelve (12) consecutive months.
- (ii) 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 appropriate provisions of this Agreement.
- (iii) After the leave, the employee is required to return to regular employment with the Employer or an employer that participates in the same or a similar salary deferral arrangement for a period that is not less than the period of leave.

(f) Payment Formula and Leave of Absence

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

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

- (ii) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
- (iv) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- (v) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (vi) The employee may arrange for any length of deferral period in accordance with the provisions set out under (f) (v).

(g) Benefits

- (i) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan.
- (ii) An employee's benefits will be maintained by the Employer during his/her leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.
- (iii) 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 he/she not been enrolled in the Plan.
- (iv) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (v) Superannuation deductions shall be made on the salary the employee would have received had he/she not entered the Plan or gone on leave.
- (vi) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

(h) Withdrawal

- (i) 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.

- (ii) 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.
 - (iii) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
 - (iv) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Department of Finance.
- (i) Written Contract
- (i) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
 - (ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

23.19 Education Leave

- (a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Manual 500 Human Resource Management.
- (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.

23.20 Compassionate Care Leave

The Deputy Head may grant leave without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member in accordance with section 60E of the Labour Standards Code which, on April 1, 2007 provided:

Entitlement to unpaid compassionate-care leave

60E (1) In this Section,

- (a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;

- (b) “family member”, in relation to an employee, means,
 - (i) a spouse or common-law partner of the employee,
 - (ii) a child of the employee or a child of the employee’s spouse or common-law partner,
 - (iii) a parent of the employee or a spouse or common-law partner of the parent, and
 - (iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;
 - (c) “week” means the period between midnight on Saturday and midnight on the following Saturday.
- (2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from
- (a) the day the certificate is issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in subsection (2) may only be taken during the period
- (a) that begins with
 - (i) the first day of the week in which the certificate is issued, or
 - (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (b) that ends with the last day of the week in which either of the following occurs:
 - (i) the family member dies, or
 - (ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).
- (4) A leave of absence under this Section may only be taken in periods of not less than one week’s duration.
- (5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).
- (6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee

participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.

- (7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.
- (8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).
- (9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2nd Sess.), c. 4, s. 2.

***23.21 Volunteer Firefighters and Ground Search and Rescue**

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

ARTICLE 24 – GROUP INSURANCE

The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended by mutual consent. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

ARTICLE 25 – SICK LEAVE

25.01 General Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of appointment.

- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1, of the following fiscal year.
- (e) A Temporary Employee shall be entitled to earn general illness leave at a rate of one day for each completed month of service.

25.02 Short-Term Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - (1) for employees with less than one (1) year of service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) work days of absence;
 - (2) for employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) work days of absence;
 - (3) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (½) work day sick leave bank deduction per day of top-up.
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 25.02(a) applicable during the year in which the short-term illness commenced.

***25.03 Recurring Disabilities**

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury, whether the illness or injury would qualify for general illness, will be considered to be within the original short-term leave period as defined in Article 25.02(a). Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 25.02. Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.

- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 25.02.
- (d) The provisions of Article 25.03(b) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short term leave period as defined in Article 25.02 (a). Trial periods shall be determined in agreement with the Union, but in no case shall the trial period exceed three (3) months.

25.04 Benefits Not Paid During Certain Periods

General illness leave and short-term illness leave benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 17 of the Agreement or in the case of circumstance covered under Article 25.05.

25.05 Benefits/Layoff

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, he/she shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work he/she shall be covered by the provision of Article 37.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 25 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 25.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

25.06 Long-Term Disability

The Employer and the Union shall continue to participate in the provision of a Long Term Disability Plan as exists on the coming into force of this Agreement. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan. Exclusive jurisdiction with respect

to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund. The agreed upon terms and conditions of the Long Term Disability Plan are subject to modification from time to time during the term of the collective agreement and may be changed by agreement of the parties to the collective agreement at any time after consultation with the Trustees.

25.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any employee on illness leave under Article 25 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

25.08 Proof of Illness

An employee may be required by the Deputy Head or delegated official to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Deputy Head has reason to believe an employee is misusing sick leave privileges, the Deputy Head or delegated official may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

25.09 Sick Leave Application

Application for sick leave for a period of more than three (3) consecutive work days but not more than five (5) consecutive work days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive work days, it shall be supported by a certificate from a medical practitioner.

25.10 Workers' Compensation

The pay of an employee who is in receipt of compensation from the Workers' Compensation Board of Nova Scotia, arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid by the Workers' Compensation Board.

25.11 Unearned Credits Upon Death

When the employment of an employee who has been granted more sick leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.

25.12 Sick Leave Records

An employee is entitled once each fiscal year to be informed, upon request, of the balance of his/her sick leave with pay credits.

25.13 Deputy Head Approval

An employee may be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that he/she satisfies the Deputy Head or delegated official of this condition in such manner and at such time as may be determined by the Deputy Head, and provided he/she has the necessary sick leave credits.

25.14 Alcoholism and Drug Abuse

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

***25.15 Alternate Licensed Healthcare Practitioner**

For the purpose of this Article,

- (a) The Employer may require that the employee be examined by an alternate licensed healthcare practitioner. If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.
- (b) Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

25.16 Ongoing Treatments

Employees who are participating in a scheduled on-going series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave. In order to be deemed as on-going treatment or therapy, the time between successive sessions shall not exceed 30 calendar days.

ARTICLE 26 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

26.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

26.02 Notice of Performance Improvement Requirements

The Deputy Head or delegated official will notify an employee in writing where, during the period between the formal performance evaluation processes, the Deputy Head or delegated official has observed that certain aspects of an employee's performance require improvement.

26.03 Record of Disciplinary Action

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) Notice of a disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

26.04 Employee Access to Personnel File

Employees shall have access to their personnel files during regular business hours.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

27.01 Just Cause

No employee who has completed his/her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

***27.02 Notification**

- (a) Where an employee is disciplined, suspended without pay or discharged, the Employer shall provide the employee at the time disciplinary action or discharge is imposed, with written notice advising of the reason(s) for the discipline or discharge.

- (b) The Employer shall provide the Union with a copy of the written notice within ten (10) calendar days.

27.03 Grievances

Where an employee alleges that he/she has been suspended or discharged in violation of Article 27.01, he/she may within ten (10) business days of the date on which he/she was notified in writing or within twenty (20) business days of the date of his/her suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Adjudication contained in the *Civil Service Collective Bargaining Act*, and for the purpose of a grievance, alleging violation of Article 27.01 he/she shall lodge his/her grievance at the final level of the grievance procedure.

27.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 27.01, that employee shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. One of the benefits he/she shall not lose is his/her regular pay during the period of suspension or discharge which shall be paid to him/her at the end of the next complete pay period following the reinstatement.

ARTICLE 28 – NOTICE OF RESIGNATION

28.01 Notice of Resignation

If an employee desires to terminate his/her employment, he/she shall forward a letter of resignation to the Deputy Head or delegated official not less than ten (10) calendar days prior to the effective date of termination, provided however that the Deputy Head or delegated official may accept a shorter period of notice.

28.02 Failure to Give Notice

An employee who fails to give notice required by Article 28.01, shall be struck from the payroll effective the day he/she absents himself/herself without leave, and shall have deducted from monies owed him/her by the Employer, a sum equivalent to the salary payable to him/her for the period of notice which he/she failed to work.

28.03 Absence Without Permission

- (a) An employee who is absent from his/her employment without permission for ten (10) consecutive work days, shall be deemed to have resigned his/her position effective the first day of his/her absence.

- (b) The employee may be reinstated if he/she establishes to the satisfaction of the Employer, that his/her absence arose from a cause beyond his/her control and it was not possible for the employee to notify the Department of the reason for his/her absence.

***28.04 Withdrawal of Resignation**

An employee who has terminated his/her employment through resignation, may withdraw his/her resignation within five (5) work days of the date of the employee's resignation letter.

ARTICLE 29 – GRIEVANCE PROCEDURE

29.01 Grievances

- (a) An employee (s) who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his/her immediate supervisor no later than twenty-five (25) work days after the date on which he/she became aware of the action or circumstance. The employee (s) may have a Steward present if so desired.
- (b) The supervisor shall answer the dispute within two (2) work days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

29.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement or an Adjudication Award, the employee is not entitled to present the grievance unless he/she has the approval in writing of the Union or is represented by the Union.

29.03 Grievance Procedure

The following grievance procedure shall apply:

STEP 1

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present the grievance in writing to the Employer's designate at Step 1 of the

grievance procedure. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

***Disclosure of Job Posting File**

Where the step 1 grievance relates to the outcome of a job posting process, upon request by the Union, the Employer shall provide all of the records generated in the evaluation and assessment of applicants and the selection of the successful applicant, including interview questions, correct answers, notes of interviews, interview scores and recommendations of the interview panel.

Except in relation to the grievor, names, contact information and other identifying information of all applicants and third parties shall be redacted, to the full extent possible, prior to provision of the information. The Union may review the information with the grievor but shall not provide the grievor or any other employee with a copy of the information.

STEP 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to the Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

The parties may agree before Step 3 of the Grievance Procedure or at any later time in the Grievance or Adjudication process under this Agreement, to refer the dispute to mediation. In the event mediation is unsuccessful the grievance or adjudication shall resume at the point in the process where the dispute was before referral to mediation.

STEP 3

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Deputy Head of the Department concerned accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The Deputy Head shall reply to the grievance in writing within fifteen (15) days from the date the grievance was presented to him.

29.04 Decision by Deputy Head

The decision given by the Deputy Head at the final step in the grievance procedure shall be final and binding upon the employee(s) and the Union unless the grievance is a class of grievance that may be referred to adjudication.

29.05 Union Referral to Adjudication

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to adjudication under Article 30.

29.06 Union Representation

In any case where the employee(s) presents his/her grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a representative of the Union.

29.07 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 30 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

29.08 Amending of Time Limits

At the request of either party to this Agreement, it may be mutually agreed in writing to extend the time limits specified herein.

29.09 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed with the Public Service Commission, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to the provisions of the *Civil Service Collective Bargaining Act* up to and including Adjudication. This section shall not apply in cases of individual grievances.

29.10 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and a matter for grievance and adjudication. Such grievances may be filed by the aggrieved employee and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 30 – ADJUDICATION

30.01 Adjudication

The provisions for Adjudication contained in the *Civil Service Collective Bargaining Act* shall apply to grievances resulting from this Agreement.

30.02 Adjudication Award

The parties agree to enforce the provisions of Section 35(6) of the *Civil Service Collective Bargaining Act*.

ARTICLE 31 – JOINT CONSULTATION

- (a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of providing joint consultation on matters of common interest.
- (b) The parties agree to establish a joint committee, comprised of an equal number of representatives from the Employer and the Union, to address issues of accommodation of employees.

ARTICLE 32 – TRAVEL REGULATIONS

*32.01 Kilometrage Allowance

- (a) An employee authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance in accordance with the following rates:
Effective April 1, 2010
0 – 16,000 kms38.13 cents/km
Over 16,000 kms33.64 cents/km
- (b) An employee of the Department of Natural Resources who has been designated to be paid a supplementary rate per km for use of their privately owned light truck on Department business shall be paid a rate in accordance with the following:
Effective April 1, 2010
0 – 16,000 kms41.60 cents/km
Over 16,000 kms37.12 cents/km

The rates in (a) and (b) will be adjusted annually (up or down) on April 1, of any subsequent year of this Agreement after April 1, 2010. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December change over January to December.

MONTHLY ALLOWANCES

- (a) An employee who has been designated by the Commission as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of \$296.37 plus 21.87 cents per kilometer effective April 1, 2010, except that an employee of the Department of Natural Resources designated to be paid a supplementary rate for use of their light truck shall be paid a monthly allowance of \$296.37 plus 25.32 cents per kilometer effective April 1, 2010.

- (b) A monthly car allowance of \$797.27 effective April 1, 2010 shall be paid to an employee of the Department of Transportation & Infrastructure Renewal holding the position of Engineering Survey Technician or Project Engineer.
- (c) A monthly car allowance shall be paid to scale house operators (Motor Vehicle Registry), and road transport inspectors in the Department of Transportation and Infrastructure Renewal, in accordance with the following:

Effective April 1, 2010

8 kms to 24 kms.....	\$59.43
24 kms to 48.3 kms	\$90.56
over 48.3 kms	\$152.83

The rates in (a), (b), and (c) above will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2010. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

32.02 Other Expenses

- (a) Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer’s approval.
- (b) In addition to (a) above, where an employee is traveling on the Employer’s business and overnight commercial accommodations have been authorized and used, the employee will be reimbursed an allowance of five dollars (\$5.00) per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

32.03 Transportation (CL, HSA, HSB, HSN, and MOS Pay Plans)

An employee who is required to travel to or from work between the hours of 12:00 midnight and 6:00 am shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$7.12 per shift commencing April 1, 2010. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2010. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1, effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

*32.04 Use of Automobile on Employer Business

- (a) The Employer has the sole right to determine which employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.
- (b) The Employer shall take the following into consideration when determining which employees are required to provide an automobile:
 - (1) nature of function;
 - (2) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
 - (3) does the employee have control over the demand for transportation, for example, in areas of personal service protection, etc.;
 - (4) the normal amounts of kilometrage traveled by an incumbent in this position in the previous fiscal year;
 - (5) the incidence of usage.
- (c) Employees in such classes shall have the option of choosing on the first of each fiscal year (April 1) which method of payment they prefer; i.e. straight kilometrage or monthly allowance plus kilometrage.
- (d) Existing or new employees who move into a class of employment during the fiscal year, which requires provision of an automobile by the employee, shall have thirty (30) calendar days to opt for his/her preferred method of kilometrage remuneration.
- (e) An employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight kilometrage rates on the effective date of the job change if he/she has been in receipt of monthly allowance provisions.
- (f) If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus kilometrage there will be no reduction in monthly allowance if the employee:
 - (1) is on vacation;
 - (2) has been granted special leave with pay for a period of thirty (30) calendar days or less;
 - (3) has been granted sick leave for a period of thirty (30) calendar days or less;
 - (4) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.

- (g) (i) An employee designated as being required to provide an automobile for his/her employment function must have the vehicle available for use at all times.
- (ii) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months notice of the end of the requirement.

32.05 Meal Allowances

Subject to Article 32.02, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

Breakfast \$6.00 per day may be claimed when the employee has been travelling on the Employer's business for more than one hour before the recognized time for the start of the day's work.

Lunch \$12.00 per day

Dinner \$20.00 per day may be claimed when the employee is not expected to return to his/her residence before 6:30 pm.

***32.06 Private Accommodation**

Where the employee is required to be away overnight on the Employer's business and his/her supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of \$40.00 per night. This rate is effective August 24, 2010.

ARTICLE 33 – MOVING EXPENSES

The parties agree that the Memorandum of Agreement entitled "Removal Expense", which is attached hereto as Appendix 8 continues in force and effect for the term of this Agreement.

ARTICLE 34 – PUBLIC SERVICE AWARD

34.01 Public Service Award

- (a) An employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated payment for a partial year of service.

- (b) The amount of Public Service Award provided under Article 34.01 (a) shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

34.02 Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Article 1.02.
- (b) In addition to the months of service upon which an employee's Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.
- (c) An employee who resigns in accordance with the provisions of Article 37 is not entitled to a Public Service Award.

34.03 Death Prior to Retirement

Where an employee dies and he/she would have been entitled to receive a Public Service Award if he/she had retired from the Employer immediately before his/her death, the Public Service Award to which he/she would have been entitled shall be paid:

- (a) to his/her beneficiary under the Group Life Insurance Policy, or
- (b) to his/her estate if there is no such beneficiary.

34.04 Trustee

Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor in Council, is not capable of managing his/her affairs by reason of infirmity, illness or other cause, the Public Service Award shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Award.

34.05 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his/her employment or the salary used in the calculation of a pension under the *Public Service Superannuation Act*, whichever is greater.

ARTICLE 35 – PENSION

The employees covered by this Agreement shall continue to be covered by the provisions of the *Public Service Superannuation Act*, as amended from time to time.

ARTICLE 36 – HEALTH AND SAFETY

36.01 Health and Safety Provisions

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will respond to suggestions on the subject from the Union and parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

36.02 Occupational Health and Safety Act

The Employer, the Union and the employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7.

36.03 Joint Occupational Health and Safety Master Committee

- (a) The Employer agrees to the establishment of a Joint Health and Safety Master Committee comprised of equal representation of the Union and the Employer.
- (b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- (c) The Joint Committee's responsibilities will include:
 - (i) to facilitate the establishment and proper functioning of the local committees provided for in the *Occupational Health and Safety Act*; and
 - (ii) to determine the size and jurisdiction of local committees, having regard to the number of employees in the workplace and the Employer's departmental organizational structure; and
 - (iii) to review reports on matters referred by local committees and, where required, to make recommendations to the bargaining principals regarding occupational health and safety matters; and
 - (iv) such other responsibilities provided in this Agreement, or as required by the *Occupational Health and Safety Act*, or as the bargaining principals may from time to time assign to the Committee.

36.04 First Aid Training

In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first aid training aimed at providing a first aid officer for each department.

36.05 First Aid Kits

The Employer shall provide an area, equipped with a first aid kit, for the use of employees taken ill during working hours.

36.06 Safety Equipment

The Employer shall provide all safety equipment necessary for the occupational safety and health of employees, as determined by the *Occupational Health & Safety Act*.

36.07 Video Display Terminals and Other Equipment

- (a) An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.
- (b) A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her fetus, may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying she is pregnant and the medical basis on which a threat may exist. Upon receipt of the request, the Employer, where possible will assign the pregnant employee to an alternate position and/or classification or to alternate duties.

36.08 Right to Refuse Work

Any employee may exercise his/her right to refuse work in accordance with the provisions of the *Occupational Health & Safety Act*.

***36.09 Discrimination, Harassment and Workplace Safety**

The parties are committed to a healthy, safe and supportive workplace and are committed to provide a work environment that values diversity and treats all persons with respect and dignity.

The parties are committed to a workplace free from the following:

- 1) discrimination contrary to the law or to this agreement;
- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by his or her supervisor or manager.

Where, within twenty-five (25) work days of becoming aware of a workplace issue as described herein, an employee refers the matter to a process other than the grievance procedure, and if the employee subsequently chooses to initiate a grievance, the grievance shall be filed no later than twenty-five (25) work days after the date on which he/she became aware of the outcome of the process. Nothing herein is intended to alter time lines set out in any process outside of this Collective Agreement.

ARTICLE 37 – EMPLOYMENT STABILITY

37.01 Consultation

- (a) The parties shall continue with their joint committee of equal representation of the Union and Public Service Commission, as represented by the Employee Relations Section, Employee Relations and Compensation Division, for the purpose of cooperation and consultation on employment stability. The committee shall appoint additional representatives as needed and shall meet as required to discuss matters of concern between the parties related to technological change and circumstance identified in Article 37.06.
- (b) The joint committee shall be responsible for:
 - (1) defining problems;
 - (2) developing viable solutions to such problems;
 - (3) recommending the proposed solution to the Employer.
- (c) The Employer will provide the joint committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, and technological change.
- (d) It is understood that the joint committee provided for herein shall be a single committee to cover all civil service bargaining units represented by the Union.

37.02 Definition

For the purposes of this Article, “technological change” means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

37.03 Introduction

The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

37.04 Notice to Union

The Employer will give the Union written notice of technological change at least six (6) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

37.05 Retraining

Where retraining of employees is necessary, it shall be provided during normal working hours where possible.

37.06 Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, discontinuance of a function or the reorganization of a function, or due to contracting out.
- (b) Where an employee's position is relocated, he/she shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 37.16 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 37.16 shall apply.

37.07 Application

For the purposes of this Article "employee" means a permanent employee, or a Term or Seasonal Employee with three (3) or more years of service.

37.08 Union Consultation

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to layoff an employee(s).

37.09 Layoff Procedure

In cases where ability, experience, qualifications, special skills, and physical fitness, where applicable, as determined by the Employer, are equal according to objective tests or standards reflecting the functions of the job concerned, employees shall be laid off in reverse order of seniority.

***37.10 Seniority Defined**

- (a) For the purposes of this Article, seniority shall be defined as the length of continuous service dating from the last date of appointment to the Civil Service.
- (b) In the event that two or more employees have the same date of appointment to the Civil Service, the employee with the earliest date of hire will be considered as

having greater seniority. However, where an employee was hired, left the employ of the Province, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied. For the purpose of this article, a seasonal layoff does not constitute leaving the employ of the Province.

37.11 Seniority Information

The Employer agrees to provide the Union with seniority lists within thirty (30) calendar days of a request to do so, and annually on April 1st, or as otherwise mutually agreed.

37.12 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is struck from the recall list in accordance with Article 37.18(d);
- (d) the employee is laid off for more than twenty-four (24) consecutive months without recall.

37.13 Prior to Issuing Layoff Notice

The Employer shall not give a notice of layoff to any employee before the Employer has first attempted, in the following sequence:

- (a) in a departmental reorganization, to fill vacancies with qualified employees whose positions are eliminated as a result of the same reorganization in accordance with the placement procedures in Article 37.16 (a)(1) and 37.16 (a)(3).
- (b) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 37.16(a)(1) and 37.16(a)(3).
- (c) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 37.16(a)(1) and 37.16(a)(3) with respect to bargaining unit positions where a casual is employed. An employee who is placed in such a bargaining unit position shall maintain their existing status with all associated rights and benefits under the Collective Agreement.

37.14 Notice of Layoff

- (a) Forty (40) work days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.

- (b) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
 - (1) forty (40) work days if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (2) sixty (60) work days if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (3) eighty (80) work days if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
 - (1) to exercise placement/displacement rights in accordance with the procedures set out in Article 37.16; or
 - (2) to accept layoff and be entitled to recall in accordance with Article 37.18.
 - (3) to resign with severance pay in accordance with Article 37.20.

An employee who intends to exercise placement/displacement rights pursuant to (d)(1) above will indicate such intent to the Employer within ten (10) calendar days following receipt of the layoff notice. If the employee does not indicate such intent within this period, he/she will be deemed to have opted to accept layoff in accordance with (d)(2) above.

37.15 Pay in Lieu of Notice

Where the notice required by Article 37.14 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled. Pay-in-lieu in this Article includes coverage for all of the benefits which are associated with the position over the period of notice to which the payment relates.

37.16 Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, who has not been placed in accordance with Article 37.06(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
 - (1) a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location and the same Department, Board, Commission or Agency;

- (2) if a vacancy is not available under (1) above, then a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location, in any other Department, Board, Commission or Agency;
- (3) if a vacancy is not available under (2) above, then any position for which the employee is qualified within the employee's same geographic location and same Department, Board, Commission or Agency;
- (4) if a vacancy is not available under (3) above, or the employee has declined a vacancy in accordance with provisions of 37.16(b), then any position for which the employee is qualified within the employee's same geographic location in any other Department, Board, Commission or Agency.

At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of his/her choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority. Vacancies pursuant to (3) and (4) above shall include all vacancies in the other Civil Service bargaining units represented by the Union.

- (b) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy at any step in the placement/displacement procedures under Article 37.16 shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
- (c) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 37.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same geographic location and any Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 37.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (d) An employee who has elected to exercise displacement rights in accordance with (c) above and has been unable to do so, shall be entitled to exercise placement rights to vacant position(s) in respect to other locations in his/her Region, as outlined in Appendix 6. Such placement rights shall be exercised in respect to any location on a Region-wide basis, in accordance with the provisions and sequence set out in 37.16(a) and 37.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (e) If a vacancy is not available under (d) above or has been declined in accordance with 37.16(b), the employee shall have the right to displace another employee

with lesser seniority who is in the same position classification title, or position classification title series, within the same Region and any Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 37.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.

- (f) An employee who has elected to exercise displacement rights in accordance with (e) above and has been unable to do so, shall be entitled to exercise placement rights to vacant positions in respect to locations in other Regions. Such placement rights shall be exercised in respect to any location on a province-wide basis, in accordance with the provisions and sequence set out in 37.16(a) and 37.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (g) If a vacancy is not available under (f) above or has been declined in accordance with 37.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, and any Department, Board, Commission or Agency in any Region. Such displacement is subject to consideration of Article 37.09 and the employee to be displaced shall be one who has the least seniority, among those whom the employee in receipt of layoff notice is entitled to displace.
- (h) An employee who chooses to exercise rights in accordance with 37.16 may elect at any step, beginning with Article 37.16(a)(1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 37.20.
- (i) A permanent employee who is placed in a term position shall retain his/her status as a permanent employee.
- (j) An employee placed or recalled to a vacancy which has a lower maximum rate of pay than that applicable to the employee's classification, shall be paid the maximum rate of pay of the lower classification.
- (k) An employee who is displaced pursuant to Article 37.16 shall be entitled to the full rights contained in Article 37 and shall be considered to be in receipt of a layoff notice from the Employer. A displaced employee shall not be considered to be laid off for purposes of the period of notice required under 37.14, but shall be entitled only to the number of work days' notice remaining thereunder from the time the employee initially in receipt of notice exercised his/her displacement rights under this Article.
- (l) An employee will have a maximum of two (2) business days to exercise his/her rights at any of the foregoing steps of the placement/displacement procedures provided for herein.

37.17 Transfer Expenses

An employee transferred pursuant to the provisions of Article 37 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 33.

37.18 Recall Procedure

- (a) Employees who are laid off shall be placed on a recall list.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, employees placed on the recall list shall be recalled by order of seniority to any position in any Department, Board, Commission or Agency for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the Civil Service bargaining units represented by the Union.
- (c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds he/she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title, or position classification title series, and the same geographic location at the time of layoff, in which event he/she will be struck from the recall list. However, an employee's refusal to accept recall to his/her same position classification title, or position classification title series, within the same geographic location at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which he/she is employed elsewhere.
- (e) Employees on the recall list shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills and abilities, as determined by the Employer, reflecting the functions of the job concerned. The acceptance of such casual work shall not in any way alter or affect the employee's employment status, and they shall be eligible for all associated rights and benefits under the collective agreement. During such periods of casual work, the employee shall remain on the recall list, and once the casual work is completed, the employee shall remain on layoff without the need for any further layoff notice.

37.19 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twenty-four (24) consecutive months without recall.

***37.20 Severance Pay**

- (a) At the end of the twenty-four (24) month period referred to in 37.19, or at any earlier time as an employee in receipt of notice of layoff wishes to terminate employment and waive recall rights, the employee shall, on and after October 21, 2010, be granted severance pay equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.

37.21 No New Employees

No new employee shall be hired unless all employees on the recall list who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

37.22 Geographic Location

For the purposes of this Article, "geographic location" means that area within a radius of thirty-two (32) kilometers (20 miles) of the actual building or other regular place of employment of the employee; except that, within the Halifax-Dartmouth Metro area, "geographic location" is that area within a radius of sixteen (16) kilometers (10 miles) of the actual building or other regular place of employment of the employee.

37.23 Contracting Out

- (a) The Employer will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for employees whose work is to be contracted out. The Employer will have made reasonable efforts where the Employer has:
 - (1) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options within the civil service for employees whose work is to be contracted out;
 - (2) included the plans and capacity of bidders for the hiring of employees whose work is to be contracted out, and the intended salary and benefits levels, as criteria in the tendering process to be applied in the evaluation of bids;

- (3) consulted with the Union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities for employees with the contractor;
- (4) met with the successful bidder and sought to make it a term of the contract that the contractor must:
 - (i) interview employees for available job opportunities with the contractor to perform the contracted out work;
 - (ii) where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;
 - (iii) extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and
 - (iv) where there are more qualified employees than the contractor has opportunities due to the contracted out work, extend job offers on the basis of seniority.
- (b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the contractor, the Employer can still proceed with the contracting out with the contractor.
- (c) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the Employer. Such employees who subsequently are terminated or who resign employment with the contractor, within twelve (12) months of the commencement of their employment with the contractor shall, on application to the Employer and subject to verification of their employment status with the contractor, be placed on the recall list for a twelve (12) month period. Employees placed on the recall list pursuant to this Article shall have seniority re-instated and be otherwise treated as though there has been no employment break. For greater clarity such employees shall be eligible for a severance payment if they resign or if they are not recalled to employment during the twelve (12) month recall period. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the Collective Agreement.
- (d) In the event of a devolution of bargaining unit work to an employer in the broader public sector of the Province that would be considered a sale, lease, transfer, annexation or amalgamation under the *Trade Union Act*, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the *Trade Union Act* were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance with subsection 37.23(a)(1), (3), and (4).

ARTICLE 38 – PAY PROVISIONS

38.01 Rates of Pay

The rates of pay as set out in the Appendices containing the pay plans for each of the bargaining units shall form part of this Agreement and include the following economic adjustments as agreed to by the parties:

April 1, 2010	1%
April 1, 2011	1%

38.02 Rate of Pay Upon Appointment

The rate of compensation of the person upon appointment to a position in the Civil Service shall be the minimum rate prescribed for the class to which he/she is appointed. The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the position if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

38.03 Rate of Pay Upon Promotion

The rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new position, whichever is greater, than that received by the employee before the promotion. The rate of compensation of an employee upon promotion to a position may be at a rate higher than prescribed if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position or if the person to be promoted to the position has qualifications in excess of the minimum requirements of the position.

38.04 Rate of Pay Upon Demotion

The rate of compensation of an employee upon demotion to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the employee before the demotion.

38.05 Anniversary Date

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee reported for duty during the first five (5) work days of the month in which he/she was employed, or the first day of the following month if the employee reported for duty later than the fifth working day of the month. The anniversary date will only change to the first day of another month if:

- (a) the employee is reclassified, at which time the date of the reclassification becomes his/her new anniversary date;

- (b) the employee has been on leave of absence without pay, in which case the employee's anniversary date will be moved forward by the amount of time which the employee was on leave without pay, unless otherwise provided in this Agreement.

38.06 Rate of Pay Upon Reclassification

Where an employee is recommended for a reclassification which falls on his/her anniversary date the employee's salary shall be adjusted first by the implementation of his/her annual increment, provided he/she is recommended and an increment is available in his/her present pay range, and on the same date his/her salary shall be adjusted upward to comply with the provisions of Article 38.03.

38.07 Salary Increments

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 38.05 or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 38.02, 38.03, or 38.04.

38.08 Notice of Withheld Increment

When an increase provided for in Article 38.07 is withheld, the reason for withholding shall be given to the employee in writing by the Deputy Head or delegated official.

38.09 Granting of Withheld Increment

When an increase provided for in Article 38.07 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

***38.10 Acting Pay**

- (a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive work days, the principal duties of a higher position, he/she shall receive payment of acting pay, including the three (3) work days, equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting pay provisions shall not apply in series classifications of positions.
- (c) Acting pay provisions do not preclude the right of the Deputy Head to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (d) An employee who is appointed to an excluded position on an acting basis shall remain in the bargaining unit for the duration of the acting position.

38.11 Implementation of Negotiated Increases

Increases negotiated in this Agreement shall be paid on a step-for-step basis, that is, an employee in the third step of any pay range shall be placed in the third step of the corresponding new pay range.

38.12A Shift Premium

An employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

***38.12B Weekend Premium**

Effective August 24, 2010, an employee shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 12:01 a.m. on Saturday and 7:00 a.m. on Monday.

ARTICLE 39 – INJURY ON DUTY

39.01 Reporting of Injuries

An employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of his/her duties to his/her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

39.02 Injury Pay Provisions

- (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant to the employee injury on duty leave with pay representing the employee's net average pre-disability salary for a period as the Workers' Compensation Board may specify.
- (b) The Employee shall disclose and the Employer shall consider Canada Pension benefits or other publically funded third party payment received by an employee where such payment relates to employment and disability and is intended as a partial earnings loss replacement. Any such amounts shall be deducted from the payment to be paid by the Employer under (a).
- (c) Under no circumstances should injury on duty leave with pay result in an employee's post-injury earnings loss replacement exceeding the employee's net average pre-disability earnings.

39.03 Record of Injury

The Employer shall maintain a record of its employees injured on duty and shall accept liability for any recurring disability whilst in its employ that is attributable to the original injury.

39.04 Recurring Disability

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Employer will receive benefits in accordance with the provisions of the Workers' Compensation Board.

***39.05 Alternate Medical Practitioner**

For the purpose of this Article,

- (a) The Employer may require that the employee be examined by an alternate licensed healthcare practitioner. If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.
- (b) Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

ARTICLE 40 – PART-TIME EMPLOYEES

40.01 Part-Time Employees

- (a) Part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than 40% of the full-time hours will be covered by the collective agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties.
- (b) For the purposes of earning entitlement to a benefit (ie. vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.
- (c) Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.
- (d) Effective April 1, 2007, in accordance with (a) General Illness Leave under 25.01 and Short-Term Illness Leave under 25.02 shall be pro-rated on the basis of hours worked.

- (e) The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties.

40.02 Service

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.02(b)(1). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro rata basis in accordance with time worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

40.03 Overtime

- (a) Part-time employees will be entitled to overtime compensation in accordance with the collective agreement when they work in excess of the normal full-time weekly hours, except where the applicable hours of work are on a biweekly basis in which case overtime will be paid when the part-time employee works in excess of the normal full-time bi-weekly hours.
- (b) Part-time employees who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- (c) Part-time employees who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time employees are scheduled to work less than the normal days per week of full-time employees in the work unit, straight time rates will be paid up to and including the normal work days in the work week of the full-time employees and overtime rates will be paid for days worked in excess thereof.

40.04 Group Insurance

- (a) Part-time employees will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees. The Employer will pay 65% of the total premium cost for such health care coverage.
- (b) Part-time employees will be covered by the same dental plan which covers full-time employees in accordance with Article 24. The Employer will pay 65% of the total premium cost for such dental coverage. Dental coverage for part-time employees is effective as of July 1, 2005.
- (c) Part-time employees will be covered by group life insurance with benefit entitlement pro-rated on the basis of hours worked. Fifty percent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have his/her insurance coverage based on \$15,000 per annum salary.

***40.05 Superannuation**

Part-time employees will be covered by the provisions of the *Public Service Superannuation Act* pro-rated on the basis of hours worked.

Part-time employees who were in receipt of benefits under a contract of employment prior to their appointment to the Civil Service shall not lose any benefits or entitlements so earned or provided upon their appointment to the Civil Service.

In the case of a part-time employee who was in receipt of vacation pay in lieu of vacation leave prior to his/her appointment and whose effective date of appointment to the Civil Service preceded December 20, 1988, the Employer will pay such employee for any vacation leave entitlement owing at the time of effecting his/her appointment. Thereafter vacation leave will be granted in accordance with the provisions of the collective agreement.

40.06 Long Term Disability

Part-time employees shall continue to be covered by provisions of the Nova Scotia Public Service Long Term Disability Plan, as amended from time to time.

ARTICLE 41 – JOB SHARING

41.01 Existing Employees Only

Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.

41.02 Authorization of Job Sharing

Job-sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected. Where job sharing is refused the Employer shall provide reasons in writing to the employee as to why it has been denied.

41.03 Qualifications

Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be shared. Both employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be shared. Arrangements outside the same job classification/title shall be considered on a case-by-case basis by a joint union/management process.

41.04 Identification of Job Share

An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees

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

41.05 Period of Job Share

A position will be shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to both employees, the Employer, and the Union. At the end of the job-sharing period, the employees will resume the position they held prior to entering into the job-sharing arrangement. Job sharing arrangements outside of the above time frame will be considered on a case-by-case basis by a joint union/management process.

41.06 Work Schedule Requirements

Each of the two employees in a job-sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.

41.07 Service

Employees will be credited with one-half (½) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(b) of the Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full-time basis.

41.08 Regular Work Hours

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside his/her scheduled hours of work will be compensated as overtime in accordance with Article 19 of the Agreement, with the employee's bi-weekly rate being determined on the basis as if he/she were working the normal full-time hours.

41.09 Pro-Ration of Benefits

The following benefits will be pro-rated in accordance with this Article:

(a) Holidays

Each employee will be entitled to one-half (½) the paid holidays provided for under Article 22 of the Agreement.

(b) General Illness

One-half (½) of the entitlement provided for under Article 25 up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.

(c) Short Term Illness

One-half (½) the entitlement provided for in Article 25, up to a maximum of the equivalent of fifty (50) days at the appropriate percentage of the full-time salary level.

(d) Long Term Disability

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

(e) Other Paid Leaves

One-half (½) the entitlement provided for in the Agreement.

(f) Group Life Assurance

Cost sharing of premiums and benefit entitlement will be based on one-half (½) the employee's normal full-time salary.

(g) Monthly Allowances/Premiums

One-half (½) the entitlement provided for in the Agreement.

41.10 Pension

Pursuant to Article 35 of the Agreement, employees shall continue to be covered by the provisions of the *Public Service Superannuation Act*. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 40.07 and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

41.11 Termination

In the event one of the participants leaves the job-shared position (ie. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

41.12 Notice

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

41.13 Extension

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 41.05, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

41.14 Filling of Vacancy

An incumbent filling any position temporarily vacated as a result of job sharing will be covered by the collective agreement.

41.15 Costs

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

ARTICLE 42 – AMENDMENT

This Agreement may be amended by the mutual consent of both parties.

ARTICLE 43 – CLASSIFICATION AND RECLASSIFICATION

43.01 Classification and Salary Adjustments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) business days' written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Adjudicator, established in accordance with Section 35 of the *Civil Service Collective Bargaining Act*, who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Adjudicator but, in any event, not earlier than the date of implementation of the classification.

43.02 Classification Appeal Procedure

An employee shall have the right to appeal the classification of the position he/she occupies. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 29 of the Agreement. The provisions of Articles 17.06 and 17.07 shall apply in respect to the appeal procedures set out in this Article.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she will discuss the classification with his/her immediate supervisor.
- (b) The Deputy Head or delegated official shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Deputy Head of his/her Department. The Deputy Head shall respond in writing to the employee within fifteen (15) business days of the receipt of such appeal.
- (d) If there remains a dispute respecting the classification, the employee may submit the appeal to the Public Service Commission. Within sixty (60) business days of the date of the submission, the Public Service Commission shall review the appeal and respond in writing with an explanation of its decision.
- (e) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal Tribunal who shall make a final and binding decision in accordance with the procedures set out in this Article.
- (f) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.
- (g) The time limits referred to in this Article will only apply to disputes arising subsequent to the date of signing this Agreement, and may be extended by mutual agreement.
- (h) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Deputy Head of the employee's written appeal submitted pursuant to 43.02(c).

43.03 Classification Appeal Tribunal

- (a) A Classification Appeal Tribunal shall be established to make a final and binding decision on a dispute concerning the classification of the position an employee occupies.
- (b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Public Service Commission, and

one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) business days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the Civil Service Employee Relations Board.

- (c) The members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office he/she may be re-appointed for a term not exceeding five (5) years. The re-appointment of a member or the appointment of his/her successor shall be in accordance with the provisions set out in 43.03(b) above.
- (d) Notwithstanding the provisions of 43.03 (c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of 43.03(b).
- (e) The members of the Tribunal shall be paid remuneration as may be fixed by the Governor-in-Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.
- (f) The Tribunal shall within thirty (30) business days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- (g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.
- (h) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the *Arbitration Act* but in no case shall such order notice, directive or declaration be contrary to this Agreement, specifically 43.02 (h) herein.
- (i) The Tribunal shall not:
 - (1) alter any position descriptions and/or classification standards determined by the Employer;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;
 - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position.

- (j) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.
- (k) The Tribunal shall render its decision on a dispute under this Article within sixty (60) business days of the matter being submitted to it, or at such later time as may be mutually agreed by the parties.
- (l) The Tribunal shall communicate its decision and reasons therefore in respect to the appeal in writing to the employee, the Employer and the Union.
- (m) The decision of the Tribunal is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Tribunal.

ARTICLE 44 – TERM OF AGREEMENT

44.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, 2010 to March 31, 2012 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.


44.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after October 21, 2010.

44.03 Retroactive Pay for Terminated Employees

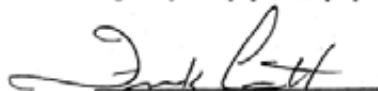
Employees who have left their employment in the bargaining unit between April 1, 2010 and August 24, 2010 shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

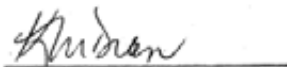
Signed on behalf of the Union:


Joan Jessome
President, NSGEU


Keiren Tompkins
Executive Director, NSGEU

Signed of behalf of the Employer:


Frank Corbett
Minister
Nova Scotia Public Service
Commission


Kelliann Dean
Commissioner
Nova Scotia Public Service
Commission

NSGEU Negotiating Committee

Art Beaver, Servicing Coordinator, Civil Service, NSGEU

Stephen Newson, Chair, PR

Paul Hagen, Vice Chair, PR

Carol Gaudet, Chair, CL

Beth Hingley, Vice Chair, CL

Meg Campbell, Chair, TS

Darrell Hingley, Vice Chair, TS

APPENDIX 1 – CLERICAL BARGAINING UNIT
CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN (CL)

ARTICLE C1 – HOURS OF WORK

C1.01 Hours of Work

When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees on a weekly basis, work thirty-five (35) hours, exclusive of meal break.

C1.02 Rotating and Irregular Hours

When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees on a fortnightly basis, work an average of seventy (70) hours exclusive of meal break.

C1.03 Shift Changeover

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work.

C1.04 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article C1.06.

C1.05 New Shifts

The Employer agrees that, before new shifts are introduced, the change will be discussed with employees who will be affected.

C1.06 Exchange of Shifts

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

C1.07 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

C1.08 Meal Breaks

Meal breaks shall not be less than thirty (30) minutes in a shift for employees whose work schedules are provided for in Articles C1.01 and C1.02.

C1.09 Work Schedules

- (a) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (b) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3) and will ensure one (1) weekend in four (4).

C1.10 Rest Periods

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift.

ARTICLE C2 – PAY

C2.01 Pay

Employees in the Clerical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

C2.02 Salary Increments

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of at least six (6) months following the first day of the month established in Article 38.05, provided the rate of compensation including the increment does not exceed the amount of the bi-weekly rate of CL 2(4) on the scale of rates as shown in Appendix 1.

JOB CLASSIFICATIONS – CL

			PAY	GRADE	
Clerk	1	(A)	CL	5	
		(B)	CL	9	
	(Restricted)	2	CL	13	
	(Restricted)	3	CL	18	
	(Restricted)	4	CL	22	
	(Restricted)	5	CL	24	
Clerk Typist	1	(A)	CL	3	
		(B)	CL	5	
		(C)	CL	9	
	(Restricted)	2	CL	9	
Data Processing Clerk	1	(A)	CL	3	
		(B)	CL	7	
		(C)	CL	11	
	(Restricted)	2	CL	15	
	(Restricted)	3	CL	22	
Equipment Operator	1	(A)	CL	4	
		(B)	CL	6	
		(C)	CL	10	
	(Restricted)	2	CL	13	
	(Restricted)	3	CL	16	
Secretary	1		CL	14	
	(Restricted)	2	CL	18	
	(Restricted)	2	Legal Assistant	CL	21
	(Restricted)	3		CL	22
Stenographer	1	(A)	CL	6	
		(B)	CL	11	
	(Restricted)	2	CL	14	
Word Processing Operator	1		CL	13	
	(Restricted)	2	CL	17	
	(Restricted)	3	CL	20	

**CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN
BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012**

	I	II	III	IV	V
CL 2					
Apr. 1/2010	\$979.46	\$1,002.17	\$1,025.00	\$1,047.69	
Apr. 1/2011	\$989.26	\$1,012.20	\$1,035.25	\$1,058.16	
CL 3					
Apr. 1/2010	\$979.46	\$1,002.17	\$1,025.00	\$1,047.69	\$1,070.52
Apr. 1/2011	\$989.26	\$1,012.20	\$1,035.25	\$1,058.16	\$1,081.23
CL 4					
Apr. 1/2010	\$1,002.17	\$1,025.00	\$1,047.69	\$1,070.52	\$1,093.36
Apr. 1/2011	\$1,012.20	\$1,035.25	\$1,058.16	\$1,081.23	\$1,104.29
CL 5					
Apr. 1/2010	\$1,025.00	\$1,047.69	\$1,070.52	\$1,093.36	\$1,116.04
Apr. 1/2011	\$1,035.25	\$1,058.16	\$1,081.23	\$1,104.29	\$1,127.20
CL 6					
Apr. 1/2010	\$1,047.69	\$1,070.52	\$1,093.36	\$1,116.04	\$1,138.88
Apr. 1/2011	\$1,058.16	\$1,081.23	\$1,104.29	\$1,127.20	\$1,150.27
CL 7					
Apr. 1/2010	\$1,070.52	\$1,093.36	\$1,116.04	\$1,138.88	\$1,161.60
Apr. 1/2011	\$1,081.23	\$1,104.29	\$1,127.20	\$1,150.27	\$1,173.21
CL 8					
Apr. 1/2010	\$1,093.36	\$1,116.04	\$1,138.88	\$1,161.60	\$1,184.44
Apr. 1/2011	\$1,104.29	\$1,127.20	\$1,150.27	\$1,173.21	\$1,196.28
CL 9					
Apr. 1/2010	\$1,116.04	\$1,138.88	\$1,161.60	\$1,184.44	\$1,207.20
Apr. 1/2011	\$1,127.20	\$1,150.27	\$1,173.21	\$1,196.28	\$1,219.27
CL 10					
Apr. 1/2010	\$1,138.88	\$1,161.60	\$1,184.44	\$1,207.20	\$1,229.94
Apr. 1/2011	\$1,150.27	\$1,173.21	\$1,196.28	\$1,219.27	\$1,242.24

	I	II	III	IV	V
CL 11					
Apr. 1/2010	\$1,161.60	\$1,184.44	\$1,207.20	\$1,229.94	\$1,252.78
Apr. 1/2011	\$1,173.21	\$1,196.28	\$1,219.27	\$1,242.24	\$1,265.31
CL 12					
Apr. 1/2010	\$1,184.44	\$1,207.20	\$1,229.94	\$1,252.78	\$1,283.22
Apr. 1/2011	\$1,196.28	\$1,219.27	\$1,242.24	\$1,265.31	\$1,296.05
CL 13					
Apr. 1/2010	\$1,207.20	\$1,229.94	\$1,252.78	\$1,283.22	\$1,314.03
Apr. 1/2011	\$1,219.27	\$1,242.24	\$1,265.31	\$1,296.05	\$1,327.17
CL 14					
Apr. 1/2010	\$1,229.94	\$1,252.78	\$1,283.22	\$1,314.03	\$1,354.27
Apr. 1/2011	\$1,242.24	\$1,265.31	\$1,296.05	\$1,327.17	\$1,367.81
CL 15					
Apr. 1/2010	\$1,252.78	\$1,283.22	\$1,314.03	\$1,354.27	\$1,394.48
Apr. 1/2011	\$1,265.31	\$1,296.05	\$1,327.17	\$1,367.81	\$1,408.43
CL 16					
Apr. 1/2010	\$1,283.22	\$1,314.03	\$1,354.27	\$1,394.48	\$1,434.77
Apr. 1/2011	\$1,296.05	\$1,327.17	\$1,367.81	\$1,408.43	\$1,449.12
CL 17					
Apr. 1/2010	\$1,314.03	\$1,354.27	\$1,394.48	\$1,434.77	\$1,474.98
Apr. 1/2011	\$1,327.17	\$1,367.81	\$1,408.43	\$1,449.12	\$1,489.73
CL 18					
Apr. 1/2010	\$1,354.27	\$1,394.48	\$1,434.77	\$1,474.98	\$1,515.24
Apr. 1/2011	\$1,367.81	\$1,408.43	\$1,449.12	\$1,489.73	\$1,530.40
CL 19					
Apr. 1/2010	\$1,394.48	\$1,434.77	\$1,474.98	\$1,515.24	\$1,555.49
Apr. 1/2011	\$1,408.43	\$1,449.12	\$1,489.73	\$1,530.40	\$1,571.04
CL 20					
Apr. 1/2010	\$1,434.77	\$1,474.98	\$1,515.24	\$1,555.49	\$1,595.73
Apr. 1/2011	\$1,449.12	\$1,489.73	\$1,530.40	\$1,571.04	\$1,611.69

	I	II	III	IV	V
CL 21					
Apr. 1/2010	\$1,474.98	\$1,515.24	\$1,555.49	\$1,595.73	\$1,644.14
Apr. 1/2011	\$1,489.73	\$1,530.40	\$1,571.04	\$1,611.69	\$1,660.58
CL 22					
Apr. 1/2010	\$1,555.49	\$1,595.73	\$1,644.14	\$1,680.19	\$1,720.46
Apr. 1/2011	\$1,571.04	\$1,611.69	\$1,660.58	\$1,696.99	\$1,737.67
CL 23					
Apr. 1/2010	\$1,644.14	\$1,680.19	\$1,720.46	\$1,753.27	\$1,793.61
Apr. 1/2011	\$1,660.58	\$1,696.99	\$1,737.67	\$1,770.80	\$1,811.55
CL 24					
Apr. 1/2010	\$1,720.46	\$1,753.27	\$1,793.61	\$1,833.79	\$1,874.08
Apr. 1/2011	\$1,737.67	\$1,770.80	\$1,811.55	\$1,852.13	\$1,892.82
CL 25					
Apr. 1/2010	\$1,753.27	\$1,793.61	\$1,833.79	\$1,874.08	\$1,967.71
Apr. 1/2011	\$1,770.80	\$1,811.55	\$1,852.13	\$1,892.82	\$1,987.39

APPENDIX 2 – TECHNICAL AND SERVICE BARGAINING UNIT (TS)
(A) HEALTH SERVICES CLASSIFICATION AND PAY PLAN – (HSA)

ARTICLE HSA1 – HOURS OF WORK

HSA1.01 Hours of Work

(a) Institutional Hours

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which, in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSA1.01(a) (2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave his/her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the time provided in HSA1.01(a)(3) and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered overtime and compensated for in accordance with the provisions of Article 19.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.
- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employees, in variance to the foregoing.

- (8) Subject to the limitations of Article HSA1.04, the Employer shall provide that no employee should be scheduled to work more than five (5) consecutive night shifts in a two week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee in variance to the foregoing.
 - (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
 - (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSA1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer in variance to the foregoing shall not constitute a violation of this provision.
 - (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
 - (12) Employees required to work rotating shifts (day, evening, and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
 - (13) The Employer shall provide each shift employee one (1) weekend in three (3).
- (b) Non-Institutional Hours
- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
 - (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSA 1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.
 - (3) Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.
 - (4) The provisions of HSA1.01(a)(7) and HSA1.01(a)(8) shall apply.

HSA 1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

HSA1.03 Flexible Working Hours

The Deputy Head, where operational requirements and efficiency of the service permit, and within the constraints of the Articles of this Agreement, will authorize experiments with flexible working hours or the compressed work week, if the Deputy Head is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

HSA1.04 Deviations from Scheduled Hours

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

HSA 1.05 No Split Shifts

No shifts shall be split for a period longer than the regularly scheduled meal period.

ARTICLE HSA2 – PAY

HSA2.01 Pay

Employees in the HSA bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE HSA3 – UNIFORMS AND PROTECTIVE CLOTHING

HSA3.01 Uniforms and Protective Clothing

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

HEALTH SERVICES JOB CLASSIFICATIONS – HSA

PAY GRADE

Licensed Practical Nurse

HSA 15

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSA -
BI-WEEKLY RATES**

EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012

	I	II	III	IV	V	VI
HSA 2						
Apr. 1/2010	\$1,048.88	\$1,068.44	\$1,087.97	\$1,107.78	\$1,127.49	
Apr. 1/2011	\$1,059.37	\$1,079.13	\$1,098.85	\$1,118.86	\$1,138.77	
HSA 3						
Apr. 1/2010	\$1,113.36	\$1,132.27	\$1,151.36	\$1,170.39	\$1,198.90	
Apr. 1/2011	\$1,124.50	\$1,143.59	\$1,162.88	\$1,182.09	\$1,210.89	
HSA 4						
Apr. 1/2010	\$1,048.88	\$1,083.20	\$1,118.95	\$1,156.17	\$1,194.86	\$1,235.62
Apr. 1/2011	\$1,059.37	\$1,094.03	\$1,130.14	\$1,167.73	\$1,206.81	\$1,247.98
HSA 5						
Apr. 1/2010	\$1,078.33	\$1,112.96	\$1,149.04	\$1,186.52	\$1,225.57	\$1,265.09
Apr. 1/2011	\$1,089.12	\$1,124.09	\$1,160.53	\$1,198.38	\$1,237.83	\$1,277.74
HSA 6						
Apr. 1/2010	\$1,147.16	\$1,178.53	\$1,210.93	\$1,244.40	\$1,279.02	\$1,314.27
Apr. 1/2011	\$1,158.63	\$1,190.32	\$1,223.04	\$1,256.85	\$1,291.81	\$1,327.41
HSA 7						
Apr. 1/2010	\$1,154.66	\$1,194.33	\$1,235.60	\$1,278.63	\$1,323.40	\$1,371.04
Apr. 1/2011	\$1,166.21	\$1,206.28	\$1,247.96	\$1,291.41	\$1,336.64	\$1,384.75
HSA 8						
Apr. 1/2010	\$1,166.73	\$1,206.40	\$1,247.64	\$1,290.71	\$1,335.48	\$1,383.13
Apr. 1/2011	\$1,178.40	\$1,218.47	\$1,260.12	\$1,303.62	\$1,348.83	\$1,396.96
HSA 9						
Apr. 1/2010	\$1,184.33	\$1,225.71	\$1,268.79	\$1,313.77	\$1,360.53	\$1,410.47
Apr. 1/2011	\$1,196.17	\$1,237.96	\$1,281.48	\$1,326.90	\$1,374.14	\$1,424.58

	I	II	III	IV	V	VI
HSA 10						
Apr. 1/2010	\$1,196.39	\$1,237.76	\$1,280.87	\$1,325.79	\$1,372.63	\$1,422.54
Apr. 1/2011	\$1,208.36	\$1,250.14	\$1,293.68	\$1,339.05	\$1,386.35	\$1,436.77
HSA 11						
Apr. 1/2010	\$1,225.88	\$1,262.45	\$1,300.22	\$1,339.44	\$1,380.04	\$1,422.54
Apr. 1/2011	\$1,238.14	\$1,275.08	\$1,313.22	\$1,352.83	\$1,393.84	\$1,436.77
HSA 12						
Apr. 1/2010	\$1,196.39	\$1,246.11	\$1,298.36	\$1,353.29	\$1,410.96	\$1,470.57
Apr. 1/2011	\$1,208.36	\$1,258.57	\$1,311.34	\$1,366.83	\$1,425.07	\$1,485.27
HSA 13						
Apr. 1/2010	\$1,314.27	\$1,343.94	\$1,383.13	\$1,422.54	\$1,470.57	
Apr. 1/2011	\$1,327.41	\$1,357.38	\$1,396.96	\$1,436.77	\$1,485.27	
HSA 14						
Apr. 1/2010	\$1,343.94	\$1,383.13	\$1,422.54	\$1,470.57	\$1,507.04	
Apr. 1/2011	\$1,357.38	\$1,396.96	\$1,436.77	\$1,485.27	\$1,522.11	
HSA 15						
Apr. 1/2010	\$1,422.54	\$1,470.57	\$1,507.04	\$1,549.54	\$1,598.18	
Apr. 1/2011	\$1,436.77	\$1,485.27	\$1,522.11	\$1,565.04	\$1,614.17	
HSA 16						
Apr. 1/2010	\$1,470.57	\$1,507.04	\$1,549.54	\$1,598.18	\$1,670.40	
Apr. 1/2011	\$1,485.27	\$1,522.11	\$1,565.04	\$1,614.17	\$1,687.10	
HSA 17						
Apr. 1/2010	\$1,507.04	\$1,549.54	\$1,598.18	\$1,670.40	\$1,746.33	
Apr. 1/2011	\$1,522.11	\$1,565.04	\$1,614.17	\$1,687.10	\$1,763.79	

APPENDIX 2

TECHNICAL AND SERVICES BARGAINING UNIT (TS)

(B) Health Services Classification and Pay Plan – (HSB)

ARTICLE HSB1 – HOURS OF WORK

HSB1.01 Hours of Work

(a) Institutional Hours

- (1) The normal work week for employees engaged in shift work shall average five (5) shifts per week over the period of a shift schedule. Each shift shall cover a seven and one-half (7½) hour period exclusive of meal breaks.
- (2) The normal work week for employees not engaged in shift work shall be thirty-seven and one-half (37½) hours and the normal daily hours shall be seven and one-half (7½) hours, exclusive of meal breaks.
- (3) The normal work week for Instructors shall be thirty-five (35) hours and the normal daily hours shall be seven (7) hours, exclusive of meal breaks.

(b) Non-Institutional Hours

- (1) The normal work week for employees engaged in shift work shall average five (5) shifts per week over the period of a shift schedule. Each shift shall cover a seven (7) hour period exclusive of meal breaks.
- (2) The normal work week for employees not engaged in shift work shall be thirty-five (35) hours and the normal daily hours shall be seven (7) hours, exclusive of meal breaks.

HSB1.02 Shift Changeover

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work. This does not apply if the employee works overtime or where there is an exchange of shift assignments.

HSB1.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article HSB1.04.

HSB1.04 Exchange of Shifts

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

HSB1.05 Rotation of Shifts

Where an employee is required to work rotating shifts, days, evenings, and night duty will be assigned to employees as equally as possible. This does not preclude an employee from being continuously assigned to an evening or night shift at his/her request where such continuing assignment is acceptable to the Employer. The Employer shall consult with the Union before new shifts are implemented.

HSB1.06 Rest Periods

The Employer shall provide rest periods of thirty (30) minutes during each full shift. Where operational requirements permit rest periods shall be taken in two (2) fifteen (15) minute breaks.

ARTICLE HSB2 – PAY

HSB2.01 Pay

Employees in the HSB Bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

HEALTH SERVICES JOB CLASSIFICATIONS – HSB

			PAY	GRADE
Health Records Technician		(A)	HSB	9
		(B)	HSB	13
Laboratory Assistant	1	(A)	HSB	2
		(B)	HSB	4
		(C)	HSB	8
(Restricted)	2		HSB	9
Laboratory Technologist1		(A)	HSB	13
		(B)	HSB	15
		(C)	HSB	17
(Restricted)	2		HSB	20
Morgue Attendant			HSB	8
Occupational Therapist1		(A)	HSB	18
		(B)	HSB	23
	2		HSB	25
X-Ray Technician	1		HSB	13
	2	(A)	HSB	15
		(B)	HSB	17
(Restricted)	3		HSB	23
(Restricted)	4		HSB	24

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSB -
BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012**

	I	II	III	IV
HSB 1				
Apr. 1/2010	\$1,249.70	\$1,281.71	\$1,300.36	\$1,325.70
Apr. 1/2011	\$1,262.19	\$1,294.52	\$1,313.36	\$1,338.96
HSB 2				
Apr. 1/2010	\$1,281.71	\$1,300.36	\$1,325.70	\$1,349.68
Apr. 1/2011	\$1,294.52	\$1,313.36	\$1,338.96	\$1,363.18
HSB 3				
Apr. 1/2010	\$1,300.36	\$1,325.70	\$1,349.68	\$1,376.37
Apr. 1/2011	\$1,313.36	\$1,338.96	\$1,363.18	\$1,390.13
HSB 4				
Apr. 1/2010	\$1,325.70	\$1,349.68	\$1,376.37	\$1,415.07
Apr. 1/2011	\$1,338.96	\$1,363.18	\$1,390.13	\$1,429.22
HSB 5				
Apr. 1/2010	\$1,349.68	\$1,376.37	\$1,415.07	\$1,451.08
Apr. 1/2011	\$1,363.18	\$1,390.13	\$1,429.22	\$1,465.59
HSB 6				
Apr. 1/2010	\$1,376.37	\$1,415.07	\$1,451.08	\$1,489.76
Apr. 1/2011	\$1,390.13	\$1,429.22	\$1,465.59	\$1,504.66
HSB 7				
Apr. 1/2010	\$1,415.07	\$1,451.08	\$1,489.76	\$1,527.07
Apr. 1/2011	\$1,429.22	\$1,465.59	\$1,504.66	\$1,542.35
HSB 8				
Apr. 1/2010	\$1,451.08	\$1,489.76	\$1,527.07	\$1,565.79
Apr. 1/2011	\$1,465.59	\$1,504.66	\$1,542.35	\$1,581.45
HSB 9				
Apr. 1/2010	\$1,489.76	\$1,527.07	\$1,565.79	\$1,603.14
Apr. 1/2011	\$1,504.66	\$1,542.35	\$1,581.45	\$1,619.17

	I	II	III	IV
HSB 10				
Apr. 1/2010	\$1,527.07	\$1,565.79	\$1,603.14	\$1,640.49
Apr. 1/2011	\$1,542.35	\$1,581.45	\$1,619.17	\$1,656.89
HSB 11				
Apr. 1/2010	\$1,565.79	\$1,603.14	\$1,640.49	\$1,679.11
Apr. 1/2011	\$1,581.45	\$1,619.17	\$1,656.89	\$1,695.90
HSB 12				
Apr. 1/2010	\$1,640.49	\$1,679.11	\$1,717.81	\$1,755.12
Apr. 1/2011	\$1,656.89	\$1,695.90	\$1,734.99	\$1,772.67
HSB 13				
Apr. 1/2010	\$1,679.11	\$1,717.81	\$1,755.12	\$1,804.50
Apr. 1/2011	\$1,695.90	\$1,734.99	\$1,772.67	\$1,822.54
HSB 14				
Apr. 1/2010	\$1,717.81	\$1,755.12	\$1,804.50	\$1,855.16
Apr. 1/2011	\$1,734.99	\$1,772.67	\$1,822.54	\$1,873.71
HSB 15				
Apr. 1/2010	\$1,755.12	\$1,804.50	\$1,855.16	\$1,919.20
Apr. 1/2011	\$1,772.67	\$1,822.54	\$1,873.71	\$1,938.39
HSB 16				
Apr. 1/2010	\$1,804.50	\$1,855.16	\$1,919.20	\$1,981.86
Apr. 1/2011	\$1,822.54	\$1,873.71	\$1,938.39	\$2,001.68
HSB 17				
Apr. 1/2010	\$1,855.16	\$1,919.20	\$1,981.86	\$2,044.41
Apr. 1/2011	\$1,873.71	\$1,938.39	\$2,001.68	\$2,064.86
HSB 18				
Apr. 1/2010	\$1,919.20	\$1,981.86	\$2,044.41	\$2,108.58
Apr. 1/2011	\$1,938.39	\$2,001.68	\$2,064.86	\$2,129.67
HSB 19				
Apr. 1/2010	\$1,981.86	\$2,044.41	\$2,108.58	\$2,171.27
Apr. 1/2011	\$2,001.68	\$2,064.86	\$2,129.67	\$2,192.99

	I	II	III	IV
HSB 20				
Apr. 1/2010	\$2,044.41	\$2,108.58	\$2,171.27	\$2,247.28
Apr. 1/2011	\$2,064.86	\$2,129.67	\$2,192.99	\$2,269.75
HSB 21				
Apr. 1/2010	\$2,108.58	\$2,171.27	\$2,247.28	\$2,327.31
Apr. 1/2011	\$2,129.67	\$2,192.99	\$2,269.75	\$2,350.58
HSB 22				
Apr. 1/2010	\$2,171.27	\$2,247.28	\$2,327.31	\$2,406.02
Apr. 1/2011	\$2,192.99	\$2,269.75	\$2,350.58	\$2,430.08
HSB 23				
Apr. 1/2010	\$2,247.28	\$2,327.31	\$2,406.02	\$2,483.37
Apr. 1/2011	\$2,269.75	\$2,350.58	\$2,430.08	\$2,508.20
HSB 24				
Apr. 1/2010	\$2,327.31	\$2,406.02	\$2,483.37	\$2,563.38
Apr. 1/2011	\$2,350.58	\$2,430.08	\$2,508.20	\$2,589.02
HSB 25				
Apr. 1/2010	\$2,406.02	\$2,483.37	\$2,563.38	\$2,655.40
Apr. 1/2011	\$2,430.08	\$2,508.20	\$2,589.02	\$2,681.96
HSB 26				
Apr. 1/2010	\$2,483.37	\$2,563.38	\$2,655.40	\$2,748.40
Apr. 1/2011	\$2,508.20	\$2,589.02	\$2,681.96	\$2,775.88

APPENDIX 2

TECHNICAL AND SERVICE BARGAINING UNIT (TS)

(C) Maintenance & Operational Services Classification and Pay Plan (MOS)

ARTICLE M1 – HOURS OF WORK

M1.01 Hours of Work

- (a) The normal work week shall be thirty-five (35) hours per week, exclusive of meal breaks, except as provided in (b) and (c) below.
- (b) The normal work week for employees in positions listed below shall be forty (40) hours per week.

POSITION TITLE	DEPARTMENT
Captain 1, 2, & 3	Transportation & Infrastructure Renewal
Deckhands (Tancook Ferry)	Transportation & Infrastructure Renewal
Electrician	No incumbents
Equipment Instructor/Inspector	Transportation & Infrastructure Renewal
Fire Tender 1	Any Department
Fire Tender 1 in-Charge	Any Department
Fire Tender Helper 1 & 2	Any Department
Fleet Service Coordinator	Transportation & Infrastructure Renewal
Foreperson, Provincial Forest Nursery	Natural Resources
Maintenance Planner	Transportation & Infrastructure Renewal
Maintenance Worker 3A	Natural Resources
<i>*Note except Fire Crew Foremen at Natural Resources</i>	
Mates and Marine Engineers (Ferry Service)	Transportation & Infrastructure Renewal
Senior Utility Electrician	No incumbents
Shift Operator 1 & 2	Any Department
Shop Supervisor	Transportation & Infrastructure Renewal
Senior Utility Technician	No incumbents
Utility Operator	No incumbents
Utility Technician	No incumbents
Water Treatment Plant Operator	No incumbents
Wood Bridge Superintendent	Transportation & Infrastructure Renewal

- (c) The normal work week for employees classified as Farm Workers shall be thirty-seven and one-half (37 ½) hours per week.

- (d) Employees who are covered by M1.01(b) shall be entitled to five (5) additional days' leave with pay each year. Employees who are covered by M1.01(c) shall be entitled to three (3) additional days' leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.05.

M1.02 Variance in Hours

The Employer may vary the scheduled hours and work days of work in a position, the duties and nature of which require varied hours and days of work.

M1.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article M1.04.

M1.04 Exchange of Shifts

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

M1.05 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

M1.06 Work Schedules

The Employer will endeavour, where possible, to provide that no employee should be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

M1.07 Continuous Operations

Employees working straight eight (8) hour shifts may be required to remain on their jobs through such shifts.

M1.08 Rotation of Shifts

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

M1.09 No Split Shifts

No shifts shall be split for a period longer than the regularly scheduled meal period.

M1.10 Rest Period

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift.

ARTICLE M2 – PAY

M2.01 Pay

Employees in the Maintenance & Operational Service bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE M3 – WASH-UP TIME

M3.01 Wash-Up Time

Where there is a clear cut need, wash-up time to a maximum of fifteen (15) minutes shall be permitted immediately before the end of a shift.

ARTICLE M4 – CLOTHING ALLOWANCE

M4.01 Uniforms

Where employees are required to wear uniforms, such uniforms shall be provided by the Employer. Uniforms may be worn traveling to and from work.

M4.02 Protective Clothing

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

JOB CLASSIFICATIONS – MOS

	PAY	GRADE
Aircraft Maintenance Engineer 1	MOS	18
Aircraft Maintenance Engineer 2	MOS	22
Aircraft Maintenance Engineer 3	MOS	24
Area Operations Supervisor	MOS	16
Area Operations Supervisor (Environment)	MOS	17
Asst. Building Superintendent	MOS	9
Asst. Supervisor Building Services (Halifax/Dartmouth)	MOS	15
Building Operator 1	MOS	6
Building Operator (Restricted) 2	MOS	10
Building Operator (Restricted) 3	MOS	14
Building Operator (Restricted) 4	MOS	18
Building Operations Supervisor	MOS	24
Building Supervisor	MOS	13
Building Watchperson	MOS	1
Captain 1	MOS	18
Captain 2	MOS	22
Captain 3 Ferry Fleet Service	MOS	24
Caretaker	MOS	3
Caretaker (Halifax)	MOS	5
Caretaker (Transportation)	MOS	5
Carpenter	MOS	14
Chauffeur to Lt Governor	MOS	9
Chief Stationary Engineer	MOS	16
Deckhand Tancook Ferry	MOS	4
Dozer/Heavy Equipment	MOS	10
Driver/Messenger	MOS	5
Driver/Shipper	MOS	5
Electrician	MOS	17
Equipment Co-ordinator	MOS	22
Equipment Instructor/Inspector	MOS	16
Equipment Maintenance Coordinator	MOS	22
Facilities Co-ordinator	MOS	18
Farm Worker	MOS	8
Ferry Fleet Maintenance Coordinator	MOS	24

JOB CLASSIFICATIONS – MOS

	PAY	GRADE
Fire Tender 1	MOS	9
Fire Tender 1(B)	MOS	11
Fire Tender Helper 1	MOS	5
Fire Tender Helper 2	MOS	9
Fire Tender in-Charge 1	MOS	12
Fire Tender 3	MOS	15
Fleet Service Co-ordinator	MOS	24
Foreperson (Transportation)	MOS	13
Foreperson Provincial Forest Nursery	MOS	13
Janitor	MOS	1
Janitor-in-Charge	MOS	5
Maintenance Foreperson (Natural Resources)	MOS	15
Maintenance Planner	MOS	18
Maintenance Supervisor (Shelburne)	MOS	12
Maintenance Worker 1	MOS	4
Maintenance Worker 2(A)	MOS	7
Maintenance Worker 2(B)	MOS	9
Maintenance Worker 3(A)	MOS	10
Maintenance Worker 3(B)	MOS	12
Manager Steam Mill Grain Centre	MOS	20
Marine Engineer 1	MOS	13
Marine Engineer 2	MOS	14
Mate 1	MOS	10
Mate 2	MOS	11
Mechanic 1	MOS	8
Mechanic 2	MOS	12
Mechanic 3	MOS	14
NSAC Campus Safety and Security Officer	MOS	8
Plumber	MOS	17
Senior Utility Technician	MOS	14
Shift Operator 1	MOS	13
Shift Operator 2	MOS	16
Shift Operator 3	MOS	18
Shop Supervisor	MOS	22

JOB CLASSIFICATIONS – MOS

	PAY	GRADE
Steamfitter	MOS	15
Supervisor Maintenance	MOS	18
Truck Driver – Heavy	MOS	7
Utility Technician	MOS	13
Utility Truck Driver	MOS	5
Utility Operator 1	MOS	6
Utility Operator 2	MOS	12
Water Treatment Plant Operator	MOS	14
Welder	MOS	12
Wildlife Park Attendant	MOS	8
Wood Bridge Superintendent	MOS	15

MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION
 AND PAY PLAN - MOS
 BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012

	I	II
MOS 1		
Apr. 1/2010	\$1,172.78	\$1,196.44
Apr. 1/2011	\$1,184.50	\$1,208.40
MOS 3		
Apr. 1/2010	\$1,219.95	\$1,243.56
Apr. 1/2011	\$1,232.15	\$1,255.99
MOS 4		
Apr. 1/2010	\$1,243.56	\$1,267.15
Apr. 1/2011	\$1,255.99	\$1,279.82
MOS 5		
Apr. 1/2010	\$1,267.15	\$1,290.75
Apr. 1/2011	\$1,279.82	\$1,303.66
MOS 6		
Apr. 1/2010	\$1,290.75	\$1,323.14
Apr. 1/2011	\$1,303.66	\$1,336.37
MOS 7		
Apr. 1/2010	\$1,323.14	\$1,356.49
Apr. 1/2011	\$1,336.37	\$1,370.06
MOS 8		
Apr. 1/2010	\$1,356.49	\$1,389.81
Apr. 1/2011	\$1,370.06	\$1,403.70
MOS 9		
Apr. 1/2010	\$1,389.81	\$1,423.11
Apr. 1/2011	\$1,403.70	\$1,437.35
MOS 10		
Apr. 1/2010	\$1,423.11	\$1,456.50
Apr. 1/2011	\$1,437.35	\$1,471.07

	I	II
MOS 11		
Apr. 1/2010	\$1,456.50	\$1,498.20
Apr. 1/2011	\$1,471.07	\$1,513.18
MOS 12		
Apr. 1/2010	\$1,498.20	\$1,539.82
Apr. 1/2011	\$1,513.18	\$1,555.22
MOS 13		
Apr. 1/2010	\$1,539.82	\$1,581.50
Apr. 1/2011	\$1,555.22	\$1,597.32
MOS 14		
Apr. 1/2010	\$1,581.50	\$1,631.54
Apr. 1/2011	\$1,597.32	\$1,647.85
MOS 15		
Apr. 1/2010	\$1,631.54	\$1,714.81
Apr. 1/2011	\$1,647.85	\$1,731.96
MOS 16		
Apr. 1/2010	\$1,714.81	\$1,773.18
Apr. 1/2011	\$1,731.96	\$1,790.91
MOS 17		
Apr. 1/2010	\$1,773.18	\$1,831.49
Apr. 1/2011	\$1,790.91	\$1,849.80
MOS 18		
Apr. 1/2010	\$1,831.49	\$1,889.88
Apr. 1/2011	\$1,849.80	\$1,908.78
MOS 19		
Apr. 1/2010	\$1,889.88	\$1,948.20
Apr. 1/2011	\$1,908.78	\$1,967.68
MOS 20		
Apr. 1/2010	\$1,948.20	\$2,006.50
Apr. 1/2011	\$1,967.68	\$2,026.57

	I	II
MOS 21		
Apr. 1/2010	\$2,006.50	\$2,074.25
Apr. 1/2011	\$2,026.57	\$2,094.99
MOS 22		
Apr. 1/2010	\$2,074.25	\$2,144.40
Apr. 1/2011	\$2,094.99	\$2,165.84
MOS 23		
Apr. 1/2010	\$2,144.40	\$2,235.53
Apr. 1/2011	\$2,165.84	\$2,257.88
MOS 24		
Apr. 1/2010	\$2,235.53	\$2,330.54
Apr. 1/2011	\$2,257.88	\$2,353.85

APPENDIX 2

TECHNICAL AND SERVICE BARGAINING UNIT (TS)

(D) Service Classification and Pay Plan (SE)

ARTICLE S1 – HOURS OF WORK

S1.01 Hours of Work

S1.01

(a) Institutional

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) During each shift, the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods, not to be taken in less than two breaks. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (3) Should an employee be recalled to duty during the time provided in Article S1.01(a)(2), time off during the shift shall be granted equal to the difference between the break time taken and the total break allowance. This provision shall be non-cumulative from one shift to another.
- (4) Where, in accordance with Article S1.01(a)(3), the difference between the break time taken and the break time allowance cannot be granted during the shift, the time shall be compensated at straight time rates and calculated at the end of each two (2) week period. The amount shall be calculated to the nearest half ($\frac{1}{2}$) hour.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. The cumulative latenesses shall be calculated at the end of each two (2) week period. The amount to be deducted shall be calculated at straight time rates to the nearest half ($\frac{1}{2}$) hour, and deducted from the employee's pay.
- (6) During the two (2) week period, employees shall wherever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period.

- (8) Subject to the limitations of Article S1.04, the Employer shall provide that no employee will be scheduled to work more than five (5) consecutive night shifts in a two (2) week period.
- (9) The provisions of Article S1.01(a)(6), (7), and (8), do not preclude shift arrangements, acceptable to both the Employer and the employee(s).
- (10) Where, during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
- (11) The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s) or for reasons as provided in Article S1.04.
- (12) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- (13) Employees required to work rotating shifts (day, evening and night duty), shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
- (14) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3), and will ensure one (1) weekend in four (4). This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (15) The Employer shall provide to all employees employed in laundries, one break period of ten (10) minutes per hour for each hour that the temperature continuously exceeds 95°F or 35°C.
- (16) In no case shall the total break periods as defined in Articles S1.01 (a)(2) and S1.01 (a)(15) exceed one hundred (100) minutes.

(b) Non-Institutional

The normal work week for employees shall be thirty-five (35) hours per week and the normal daily hours shall be seven (7) hours, exclusive of meal breaks. Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.

S1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work, but is a basis for computing overtime.

S1.03 Continuation of Existing Hours

It is agreed that hours of work now in effect shall remain unchanged during the lifetime of this Agreement.

S1.04 Deviations from Regular Schedules

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

ARTICLE S2 – PAY

S2.01 Pay

Employees in the Services bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

S2.02 Split Shift Premium

An employee who is required to work a split shift shall receive a split shift premium of:

\$3.71 (effective May 2, 2002)

\$3.82 (effective April 1, 2003)

ARTICLE S3 – UNIFORMS AND PROTECTIVE CLOTHING

S3.01 Uniforms and Protective Clothing

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

JOB CLASSIFICATIONS – SE		PAY	GRADE
Cook	3	SE	23
Cook – Nova Scotia Youth Centre		SE	25
Cook – Wood Street Centre		SE	25
Cook’s Helper		SE	18
Domestic		SE	2
Head Food Service Worker		SE	20
Housekeeping Aide		SE	12
Museum Assistant	1	SE	6
	2	SE	11
	3	SE	14
Museum Attendant	1	SE	2
	2	SE	4

Note 1: The Public Service Commission, on the recommendation of the Deputy Head of the Department, may grant an increment for meritorious service after an employee, who is classified within SE 2 and SE 4, has served for a period of six (6) months following the effective date of appointment, or a change in his/her rate of compensation, whichever is later.

Note 2: An employee who is classified within the SE 2 and SE 4 and who has five (5) years of continuous employment shall receive a \$10.00 per month premium.

SERVICE CLASSIFICATION AND PAY PLAN - SE -
 BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012

	I	II	III
SE 2			
Apr. 1/2010	\$945.85	\$959.30	\$965.73
Apr. 1/2011	\$955.31	\$968.89	\$975.38
SE 4			
Apr. 1/2010	\$972.71	\$986.13	\$992.56
Apr. 1/2011	\$982.44	\$995.99	\$1,002.48
SE 5			
Apr. 1/2010	\$986.13	\$999.47	\$1,012.90
Apr. 1/2011	\$995.99	\$1,009.46	\$1,023.03
SE 6			
Apr. 1/2010	\$999.47	\$1,012.90	\$1,033.00
Apr. 1/2011	\$1,009.46	\$1,023.03	\$1,043.33
SE 7			
Apr. 1/2010	\$1,019.66	\$1,039.72	\$1,053.13
Apr. 1/2011	\$1,029.86	\$1,050.12	\$1,063.67
SE 8			
Apr. 1/2010	\$1,046.41	\$1,059.83	\$1,073.26
Apr. 1/2011	\$1,056.88	\$1,070.42	\$1,084.00
SE 10			
Apr. 1/2010	\$1,079.96	\$1,093.37	\$1,113.47
Apr. 1/2011	\$1,090.76	\$1,104.30	\$1,124.61
SE 11			
Apr. 1/2010	\$1,093.37	\$1,113.47	\$1,133.54
Apr. 1/2011	\$1,104.30	\$1,124.61	\$1,144.88
SE 12			
Apr. 1/2010	\$1,113.47	\$1,133.54	\$1,153.76
Apr. 1/2011	\$1,124.61	\$1,144.88	\$1,165.30

	I	II	III
SE 13			
Apr. 1/2010	\$1,133.54	\$1,160.43	\$1,187.22
Apr. 1/2011	\$1,144.88	\$1,172.03	\$1,199.10
SE 14			
Apr. 1/2010	\$1,160.43	\$1,187.22	\$1,207.35
Apr. 1/2011	\$1,172.03	\$1,199.10	\$1,219.42
SE 15			
Apr. 1/2010	\$1,187.22	\$1,207.35	\$1,234.27
Apr. 1/2011	\$1,199.10	\$1,219.43	\$1,246.61
SE 17			
Apr. 1/2010	\$1,234.27	\$1,269.80	\$1,298.19
Apr. 1/2011	\$1,246.61	\$1,282.50	\$1,311.17
SE 18			
Apr. 1/2010	\$1,269.80	\$1,298.19	\$1,326.65
Apr. 1/2011	\$1,282.50	\$1,311.17	\$1,339.92
SE 20			
Apr. 1/2010	\$1,326.65	\$1,362.17	\$1,397.72
Apr. 1/2011	\$1,339.92	\$1,375.79	\$1,411.69
SE 21			
Apr. 1/2010	\$1,362.17	\$1,397.72	\$1,450.82
Apr. 1/2011	\$1,375.79	\$1,411.69	\$1,465.33
SE 22			
Apr. 1/2010	\$1,397.72	\$1,450.82	\$1,505.97
Apr. 1/2011	\$1,411.69	\$1,465.33	\$1,521.03
SE 23			
Apr. 1/2010	\$1,450.82	\$1,505.97	\$1,563.31
Apr. 1/2011	\$1,465.33	\$1,521.03	\$1,578.94
SE 24			
Apr. 1/2010	\$1,505.97	\$1,563.31	\$1,622.64
Apr. 1/2011	\$1,521.03	\$1,578.94	\$1,638.86

	I	II	III
SE 25			
Apr. 1/2010	\$1,622.64	\$1,659.26	\$1,720.00
Apr. 1/2011	\$1,638.86	\$1,675.85	\$1,737.20
SE 26			
Apr. 1/2010	\$1,659.26	\$1,720.00	\$1,746.80
Apr. 1/2011	\$1,675.85	\$1,737.20	\$1,764.27
SE 27			
Apr. 1/2010	\$1,720.00	\$1,746.80	\$1,796.87
Apr. 1/2011	\$1,737.20	\$1,764.27	\$1,814.84

APPENDIX 2

TECHNICAL AND SERVICE BARGAINING UNIT (TS)

(E) Technical Classification and Pay Plan (TE)

ARTICLE T1 – HOURS OF WORK

T1.01 Hours of Work

- (a) The normal work week shall be thirty-five (35) hours per week exclusive of meal breaks, except as provided in (b) and (c) below. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of seventy (70) hours, exclusive of meal breaks, on a fortnightly basis.
- (b) The normal hours of work for Counselors employed with the Department of Community Services shall be nineteen hundred and fifty (1950) hours per year inclusive of meal breaks, rest periods, vacations and paid holidays. Working hours shall be averaged over a period not exceeding two hundred and twenty (220) days.
- (c) The normal work weeks for Stockkeepers, Road Transport Inspectors, Engineering and Survey Technicians, and Operations Supervisors shall be forty (40) hours per week.
- (d) Employees who are covered by T1.01(c) shall be entitled to five (5) additional days of leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.05.

T1.02 Variance in Hours

The Employer may vary the scheduled hours and days of work in a position, the duties and nature of which require varied hours and days of work.

T1.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article T1.07.

T1.04 Exchange of Shifts

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

T1.05 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

T1.06 Work Schedules

The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

T1.07 No Split Shifts

No shifts shall be split for a period longer than the regularly scheduled meal period.

T1.08 Rotation of Shifts

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

T1.09 Rest Periods

Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.

ARTICLE T2 – PAY

T2.01 Pay

Employees in the Technical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE T3 – PROTECTIVE CLOTHING

T3.01 Protective Clothing

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

JOB CLASSIFICATIONS – TE

			PAY	GRADE
Agricultural Technician	1		TE	16
	2		TE	18
(Restricted)	3		TE	20
(Restricted)	4		TE	22
Aircraft Pilot	1		TE	25
(Restricted)	2		TE	27
Architectural Assistant	1		TE	22
	2		TE	24
(Restricted)	3		TE	26
Assessor	1		TE	18
(Restricted)	2		TE	23
(Restricted)	3		TE	25
(Restricted)	4		TE	28
Audio Visual Technician I			TE	15
(Restricted)	2	(A)	TE	18
		(B)	TE	20
Auditor	1		TE	18
	2		TE	22
	3		TE	24
Buyer	1		TE	9
	2		TE	15
(Restricted)	3		TE	24
(Restricted)	4		TE	27
Case Aide			TE	10
Collection Officer	1		TE	20
(Restricted)	2		TE	22
(Restricted)	3		TE	25
Compliance Officer	1		TE	18
	2		TE	22
(Restricted)	3		TE	24
Construction Supervisor			TE	22

JOB CLASSIFICATIONS – TE			PAY	GRADE
Construction Supervisor (Agriculture)			TE	24
Counsellor	1		TE	13
	2	(A)	TE	18
		(B)	TE	21
(Restricted)	3		TE	23
Dental Assistant	1	(A)	TE	6
		(B)	TE	8
	2		TE	11
Deputy Sheriffs	2		TE	21
(Restricted)	3		TE	23
Dispatch Operator			TE	15
Drafting & Illustration Tech.	1	(A)	TE	11
		(B)	TE	13
	2	(A)	TE	17
		(B)	TE	19
		(C) (Property Mapper, SNSMR)	TE	21
(Restricted)	3		TE	22
(Restricted)	3	(Sr. Property Mapper, SNSMR)	TE	24
Equipment Repair Technician	1		TE	10
(Restricted)	2	(A)	TE	16
		(B)	TE	18
Engineering & Survey Technician	1	(A)	TE	16
		(B)	TE	18
	2	(A)	TE	20
		(B)	TE	22
(Restricted)	3		TE	24
Financial Services Officer	1		TE	18
(Restricted)	2		TE	22
(Restricted)	3		TE	24

JOB CLASSIFICATIONS – TE

			PAY	GRADE
Fisheries Technician	1		TE	11
(Restricted)	2		TE	14
(Restricted)	3		TE	19
(Restricted)	4	(A)	TE	21
		(B)	TE	24
(Restricted)	5		TE	27
(Restricted)	6		TE	29
Forestry Technician	1	(A)	TE	11
		(B)	TE	14
(Restricted)	2	(A)	TE	16
		(B)	TE	20
	3		TE	25
(Restricted)	4		TE	27
Forestry Technician Enforcement				
(Restricted)	5		TE	24
(Restricted)	6		TE	24
(Restricted)	7		TE	27
Industrial Training & Certification Officer				
	1		TE	23
(Restricted)	2		TE	25
Information Processing Technician				
	1		TE	9
(Restricted)	2		TE	13
(Restricted)	3		TE	17
(Restricted)	4		TE	19
(Restricted)	5		TE	22
Inspector (General)	1	(A)	TE	16
		(B)	TE	18
(Restricted)	2		TE	20

JOB CLASSIFICATIONS – TE			PAY	GRADE
Inspector (Specialist)	1	(A)	TE	17
		(B)	TE	22
	(Restricted)	2	TE	24
	(Restricted)	3	TE	27
	(Restricted)	4	TE	29
Legal Services Technician	1	(A)	TE	13
		(B)	TE	16
	2		TE	19
Library Assistant	1		TE	10
	2		TE	13
	(Restricted)	3	TE	16
Mineral Technician	1		TE	14
	2		TE	17
Motor Vehicle Officer	1	(A)	TE	18
		(B)	TE	19
	(Restricted)	2	TE	21
	(Restricted)	3	TE	23
	(Restricted)	4	TE	25
Motor Vehicle Officer (Carrier, Driver School and Commercial –SNSMR)				
(Restricted)	2		TE	22
Motor Vehicle Officer (Motor Carrier Officer – UARB)				
(Restricted)	2		TE	23
Motor Vehicle Officer (Inspection Stations and Auto Dealers – SNSMR)				
(Restricted)	2		TE	23
Motor Vehicle Officer (Inspection Stations and Auto Dealers - SNSMR)				
(Restricted)	4		TE	27
Museum Technician	1		TE	12
	2		TE	16
	(Restricted)	3	TE	17
	(Restricted)	4	TE	19

JOB CLASSIFICATIONS – TE

			PAY	GRADE	
Photographer	1		TE	20	
	2		TE	23	
Photographic Technician	1		TE	6	
	(Restricted)	2	TE	10	
	(Restricted)	3	(A)	TE	13
			(B)	TE	17
Planning Technician	1		TE	16	
	2	(A)	TE	19	
		(B)	TE	22	
	(Restricted)	3	TE	24	
Printing Technician	1		TE	5	
	2	(A)	TE	9	
		(B)	TE	12	
	(Restricted)	3	TE	15	
	(Restricted)	4	TE	25	
Right-of-Way Officer	1	(A)	TE	17	
		(B)	TE	19	
	2		TE	23	
Supply Technician	1		TE	16	
	(Restricted)	2	TE	18	
	(Restricted)	3	TE	23	
Survey Technician	1	(A)	TE	16	
		(B)	TE	18	
		(C)	TE	20	
Traffic & Engineering					
Technician	1		TE	16	
	(Restricted)	2	TE	19	
	(Restricted)	3	TE	22	

TECHNICAL CLASSIFICATION AND PAY PLAN - TE -
 BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012

	I	II	III	IV	V
TE 2					
Apr. 1/2010	\$974.27	\$991.50	\$1,008.83	\$1,026.18	\$1,052.14
Apr. 1/2011	\$984.01	\$1,001.41	\$1,018.92	\$1,036.45	\$1,062.67
TE 3					
Apr. 1/2010	\$991.50	\$1,008.83	\$1,026.18	\$1,052.14	\$1,078.17
Apr. 1/2011	\$1,001.41	\$1,018.92	\$1,036.45	\$1,062.67	\$1,088.95
TE 4					
Apr. 1/2010	\$1,008.83	\$1,026.18	\$1,052.14	\$1,078.17	\$1,104.07
Apr. 1/2011	\$1,018.92	\$1,036.45	\$1,062.67	\$1,088.95	\$1,115.12
TE 5					
Apr. 1/2010	\$1,026.18	\$1,052.14	\$1,078.17	\$1,104.07	\$1,130.05
Apr. 1/2011	\$1,036.45	\$1,062.67	\$1,088.95	\$1,115.12	\$1,141.35
TE 6					
Apr. 1/2010	\$1,052.14	\$1,078.17	\$1,104.07	\$1,130.05	\$1,156.02
Apr. 1/2011	\$1,062.67	\$1,088.95	\$1,115.12	\$1,141.35	\$1,167.58
TE 7					
Apr. 1/2010	\$1,078.17	\$1,104.07	\$1,130.05	\$1,156.02	\$1,190.62
Apr. 1/2011	\$1,088.95	\$1,115.12	\$1,141.35	\$1,167.58	\$1,202.53
TE 8					
Apr. 1/2010	\$1,104.07	\$1,130.05	\$1,156.02	\$1,190.62	\$1,225.32
Apr. 1/2011	\$1,115.12	\$1,141.35	\$1,167.58	\$1,202.53	\$1,237.57
TE 9					
Apr. 1/2010	\$1,130.05	\$1,156.02	\$1,190.62	\$1,225.32	\$1,259.92
Apr. 1/2011	\$1,141.35	\$1,167.58	\$1,202.53	\$1,237.57	\$1,272.52
TE 10					
Apr. 1/2010	\$1,156.02	\$1,190.62	\$1,225.32	\$1,259.92	\$1,306.02
Apr. 1/2011	\$1,167.58	\$1,202.53	\$1,237.57	\$1,272.52	\$1,319.08

	I	II	III	IV	V
TE 11					
Apr. 1/2010	\$1,190.62	\$1,225.32	\$1,259.92	\$1,306.02	\$1,349.85
Apr. 1/2011	\$1,202.53	\$1,237.57	\$1,272.52	\$1,319.08	\$1,363.35
TE 12					
Apr. 1/2010	\$1,225.32	\$1,259.92	\$1,306.02	\$1,349.85	\$1,395.77
Apr. 1/2011	\$1,237.57	\$1,272.52	\$1,319.08	\$1,363.35	\$1,409.73
TE 13					
Apr. 1/2010	\$1,259.92	\$1,306.02	\$1,349.85	\$1,395.77	\$1,441.65
Apr. 1/2011	\$1,272.52	\$1,319.08	\$1,363.35	\$1,409.73	\$1,456.06
TE 14					
Apr. 1/2010	\$1,306.02	\$1,349.85	\$1,395.77	\$1,441.65	\$1,499.23
Apr. 1/2011	\$1,319.08	\$1,363.35	\$1,409.73	\$1,456.06	\$1,514.22
TE 15					
Apr. 1/2010	\$1,349.85	\$1,395.77	\$1,441.65	\$1,499.23	\$1,557.32
Apr. 1/2011	\$1,363.35	\$1,409.73	\$1,456.06	\$1,514.22	\$1,572.90
TE 16					
Apr. 1/2010	\$1,395.77	\$1,441.65	\$1,499.23	\$1,557.32	\$1,625.14
Apr. 1/2011	\$1,409.73	\$1,456.06	\$1,514.22	\$1,572.90	\$1,641.39
TE 17					
Apr. 1/2010	\$1,441.65	\$1,499.23	\$1,557.32	\$1,625.14	\$1,692.88
Apr. 1/2011	\$1,456.06	\$1,514.22	\$1,572.90	\$1,641.40	\$1,709.81
TE 18					
Apr. 1/2010	\$1,499.23	\$1,557.32	\$1,625.14	\$1,692.88	\$1,760.65
Apr. 1/2011	\$1,514.22	\$1,572.90	\$1,641.39	\$1,709.81	\$1,778.26
TE 19					
Apr. 1/2010	\$1,557.32	\$1,625.14	\$1,692.88	\$1,760.65	\$1,828.51
Apr. 1/2011	\$1,572.90	\$1,641.40	\$1,709.81	\$1,778.26	\$1,846.79
TE 20					
Apr. 1/2010	\$1,625.14	\$1,692.88	\$1,760.65	\$1,828.51	\$1,905.94
Apr. 1/2011	\$1,641.40	\$1,709.81	\$1,778.26	\$1,846.79	\$1,924.99

	I	II	III	IV	V
TE 21					
Apr. 1/2010	\$1,692.88	\$1,760.65	\$1,828.51	\$1,905.94	\$1,983.35
Apr. 1/2011	\$1,709.81	\$1,778.26	\$1,846.79	\$1,924.99	\$2,003.18
TE 22					
Apr. 1/2010	\$1,760.65	\$1,828.51	\$1,905.94	\$1,983.35	\$2,070.55
Apr. 1/2011	\$1,778.26	\$1,846.79	\$1,924.99	\$2,003.18	\$2,091.25
TE 23					
Apr. 1/2010	\$1,828.51	\$1,905.94	\$1,983.35	\$2,070.55	\$2,157.67
Apr. 1/2011	\$1,846.79	\$1,924.99	\$2,003.18	\$2,091.25	\$2,179.25
TE 24					
Apr. 1/2010	\$1,905.94	\$1,983.35	\$2,070.55	\$2,157.67	\$2,244.83
Apr. 1/2011	\$1,924.99	\$2,003.18	\$2,091.25	\$2,179.25	\$2,267.28
TE 25					
Apr. 1/2010	\$1,983.35	\$2,070.55	\$2,157.67	\$2,244.83	\$2,331.88
Apr. 1/2011	\$2,003.18	\$2,091.25	\$2,179.25	\$2,267.28	\$2,355.20
TE 26					
Apr. 1/2010	\$2,070.55	\$2,157.67	\$2,244.83	\$2,331.88	\$2,419.08
Apr. 1/2011	\$2,091.25	\$2,179.25	\$2,267.28	\$2,355.20	\$2,443.27
TE 27					
Apr. 1/2010	\$2,157.67	\$2,244.83	\$2,331.88	\$2,419.08	\$2,506.14
Apr. 1/2011	\$2,179.25	\$2,267.28	\$2,355.20	\$2,443.27	\$2,531.20
TE 28					
Apr. 1/2010	\$2,244.83	\$2,331.88	\$2,419.08	\$2,506.14	\$2,602.96
Apr. 1/2011	\$2,267.28	\$2,355.20	\$2,443.27	\$2,531.20	\$2,628.99
TE 29					
Apr. 1/2010	\$2,331.88	\$2,419.08	\$2,506.14	\$2,602.96	\$2,709.53
Apr. 1/2011	\$2,355.20	\$2,443.27	\$2,531.20	\$2,628.99	\$2,736.63
TE 30					
Apr. 1/2010	\$2,465.83	\$2,565.50	\$2,664.98	\$2,764.64	\$2,864.13
Apr. 1/2011	\$2,490.49	\$2,591.15	\$2,691.63	\$2,792.29	\$2,892.78

(A) Health Services Classification and Pay Plan – Nursing Services Personnel (HSN)

ARTICLE HSN1 – HOURS OF WORK

HSN1.01 Hours of Work

(a) Institutional

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSN1.01(a)(2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave his/her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the designated one-half (½) hour meal period as provided for in Article HSN1.01 (a)(3) and the entire one-half (½) hour meal period cannot be rescheduled during the shift, the one-half (½) hour meal period shall be deemed to be time worked and compensated for at the applicable overtime rates set out in Article 18. Should an employee be recalled to duty during the time provided in HSN1.01(a)(3), other than during the designated one-half(½) hour meal period, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 19.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from the employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.
- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee (s), in variance to the foregoing.
 - (8) Subject to the limitations of Article HSN1.04, the Employer shall provide that no employee is scheduled to work more than five (5) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee, in variance to the foregoing.
 - (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
 - (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSN1.04, shift arrangements, requested by the employee(s) in writing and approved by the Employer, in variance to the foregoing shall not constitute a violation of this provision.
 - (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
 - (12) Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
 - (13) The Employer shall provide each shift employee one (1) weekend in three (3).
 - (14) No shifts shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article HSN1.01(a)(3).
- (b) Non-Institutional
- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
 - (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSN1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.
 - (3) Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.

- (4) No shifts shall be split for a period longer than the regularly scheduled meal period, except as otherwise requested by the employee.
- (5) The provisions of HSN1.01(a)(7) and HSN1.01(a)(8) shall apply.

HSN1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

HSN1.03 Flexible Working Hours

The Deputy Head, where operational requirements and efficiency of the service permit, and within the constraints of the Articles of this Agreement, will authorize experiments with flexible working hours or the compressed work week, if the Deputy Head is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

HSN1.04 Deviations from Scheduled Hours

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

ARTICLE HSN2 - PAY

HSN2.01 Pay

Employees in the HSN bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

HSN2.02 Educational Premium

(a) Post Graduate Training – 3 Months

A Staff Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid an additional:

\$17.87

per month, provided that he/she has utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration shall be given for the purpose of this Article.

(b) Post-Graduate Training – 6 Months

A Staff Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid an additional:

\$35.73

per month, provided that he/she has utilized the course within four (4) years prior to employment.

(c) Baccalaureate Degree

(1) Staff Nurse who has received a Baccalaureate Degree and has completed four (4) months'; continuous service shall be paid an additional:

\$77.41

per month.

(2) An additional:

\$35.73

per month shall be paid where an employee has received a Baccalaureate Degree and has completed four (4) months' continuous service in the following positions:

Community Health Nurse – Health

Occupational Health Nurse

(d) Masters Degree

(1) A Staff Nurse who has received a Masters Degree and has completed four (4) months' continuous service shall be paid an additional:

\$104.80

per month.

(2) An additional:

\$65.49

per month shall be paid where an employee listed in Article HSN2.02(c)(2) has received a Masters Degree and has completed four (4) months' continuous service.

(e) No Pyramiding of Benefits

An employee may not qualify for more than one payment under Articles HSN2.02(a), (b), (c), or (d).

(f) Discontinuance of Premium

Educational Premiums shall be discontinued where:

(1) the employee is on leave of absence with pay or part pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.

(2) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

(g) Employer Conducted Post-Graduate Training

An employee enrolled in post-graduate training courses, pursuant to Article HSN2.02(a) and HSN2.02(b), conducted by the Nova Scotia Hospital shall continue to receive an Educational Premium which he/she is in receipt of prior to the commencement of the course of study.

HSN3.01 Uniforms and Protective Clothing

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

HEALTH SERVICES JOB CLASSIFICATIONS – HSN

		PAY	GRADE
Care Coordinator		HSN	27
Community Health Nurse		HSN	26
Field Assessment Officer		HSN	27
Occupational Health Nurse		HSN	24
Program Unit Nurse	1	HSN	26
	2	HSN	28
Staff Nurse		HSN	25

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSN -
BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012**

	I	II	III	IV	V	VI
HSN 20						
Apr. 1/2010	\$1,761.43	\$1,807.61	\$1,861.48	\$1,923.06	\$1,992.33	\$2,069.25
Apr. 1/2011	\$1,779.05	\$1,825.69	\$1,880.09	\$1,942.29	\$2,012.25	\$2,089.94
HSN 21						
Apr. 1/2010	\$1,785.52	\$1,831.72	\$1,885.53	\$1,947.20	\$2,016.43	\$2,093.39
Apr. 1/2011	\$1,803.38	\$1,850.04	\$1,904.39	\$1,966.67	\$2,036.59	\$2,114.33
HSN 22						
Apr. 1/2010	\$1,861.74	\$1,915.57	\$1,977.24	\$2,046.42	\$2,123.44	
Apr. 1/2011	\$1,880.36	\$1,934.73	\$1,997.01	\$2,066.88	\$2,144.67	
HSN 23						
Apr. 1/2010	\$1,924.09	\$1,970.28	\$2,024.19	\$2,085.75	\$2,154.96	
Apr. 1/2011	\$1,943.33	\$1,989.98	\$2,044.43	\$2,106.60	\$2,176.51	
HSN 24						
Apr. 1/2010	\$1,924.09	\$1,970.28	\$2,024.19	\$2,085.75	\$2,154.96	\$2,231.99
Apr. 1/2011	\$1,943.33	\$1,989.98	\$2,044.43	\$2,106.60	\$2,176.51	\$2,254.31
HSN 25						
Apr. 1/2010	\$1,970.28	\$2,024.19	\$2,085.75	\$2,154.96	\$2,231.99	\$2,311.71
Apr. 1/2011	\$1,989.98	\$2,044.43	\$2,106.60	\$2,176.51	\$2,254.31	\$2,334.83
HSN 26						
Apr. 1/2010	\$2,024.19	\$2,085.75	\$2,154.96	\$2,231.99	\$2,311.71	\$2,391.74
Apr. 1/2011	\$2,044.43	\$2,106.60	\$2,176.51	\$2,254.31	\$2,334.83	\$2,415.65
HSN 27						
Apr. 1/2010	\$2,154.96	\$2,231.99	\$2,311.71	\$2,391.74	\$2,471.78	
Apr. 1/2011	\$2,176.51	\$2,254.31	\$2,334.83	\$2,415.65	\$2,496.50	
HSN 28						
Apr. 1/2010	\$2,231.99	\$2,311.71	\$2,391.74	\$2,471.78	\$2,551.80	
Apr. 1/2011	\$2,254.31	\$2,334.83	\$2,415.65	\$2,496.50	\$2,577.31	

	I	II	III	IV	V	VI
HSN 29						
Apr. 1/2010	\$2,311.71	\$2,391.74	\$2,471.78	\$2,551.80	\$2,631.95	
Apr. 1/2011	\$2,334.83	\$2,415.65	\$2,496.50	\$2,577.31	\$2,658.27	
HSN 30						
Apr. 1/2010	\$2,391.74	\$2,471.77	\$2,551.80	\$2,631.95	\$2,753.02	
Apr. 1/2011	\$2,415.65	\$2,496.49	\$2,577.31	\$2,658.27	\$2,780.55	
HSN 31						
Apr. 1/2010	\$2,532.78	\$2,586.66	\$2,648.24	\$2,717.47	\$2,794.50	\$2,874.17
Apr. 1/2011	\$2,558.11	\$2,612.52	\$2,674.72	\$2,744.64	\$2,822.44	\$2,902.91

APPENDIX 3
PROFESSIONAL BARGAINING UNIT (PR)

(B) Professional Classification and Pay Plan (PR)

ARTICLE P1 – HOURS OF WORK

P1.01 Hours of Work

Employees shall be required to work thirty-five (35) hours per week exclusive of meal breaks, except as provided in Article P3. Subject to operational requirements and efficiency of the service, as determined by the Deputy Head or delegated official daily hours of work may be flexible.

P1.02 Resident Engineers – Transportation & Infrastructure Renewal

- (a) The normal work week for Resident Engineers, Department of Transportation & Infrastructure Renewal, shall be forty (40) hours per week, exclusive of meal breaks.
- (b) The employees covered by P1.03(a) shall be entitled to five (5) additional days leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.03.

P1.03 Posting of Shift Schedules

Where necessary, the Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s) or in the event of an emergency.

P1.04 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

P1.05 Rest Periods

Where operational requirements permit, employees shall be entitled to two (2) rest periods per shift day, totaling not more than thirty (30) minutes.

ARTICLE P2 – PAY

P2.01 Pay

Employees in the professional bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE P3 – YOUTH WORKERS – YOUNG OFFENDERS

P3.01 Youth Workers – Young Offenders

(a) The hours of work for the Youth Worker – Young Offenders classification shall be thirty-seven and one-half (37 ½) hours per week. Where, because of the operational requirements of the service, hours of work for employees are scheduled on a rotating basis, the employees shall work an average of seventy-five (75) hours bi-weekly, exclusive of meal breaks. Employees scheduled to work twelve (12) hour shifts are entitled to three (3) paid rest periods per shift, totaling not more than forty-five (45) minutes.

(b) Youth Workers – Young Offenders, will be entitled to the following overtime provisions:

(i) “overtime” means authorized work in excess of the employee’s regular work day or regular work week and all time worked in excess of seventy-five (75) hours bi-weekly.

“time and one-half” means one and one-half (1 ½) times the straight time rate calculated by the formula:

$$\frac{\text{biweekly rate}}{75} \times 1.5$$

“double time” means two (2) times the straight time rate calculated by the formula:

$$\frac{\text{biweekly rate}}{75} \times 2$$

(ii) An employee is entitled to time and one-half (1½T) compensation for each hour of overtime worked.

(iii) An employee who is required to work overtime on his/her first scheduled day of rest shall be paid at the overtime rate as provided in (b) (ii) above.

(iv) An employee who is required to work overtime on his/her second or subsequent day of rest is entitled to compensation at double time (2T) for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

(v) Where an employee is required to work overtime on a paid holiday, as defined in Article 22.01, he/she will receive compensation equal to three (3) times his/her regular rate as follows:

(1) compensation at two (2) times his/her regular rate, including the holiday pay, for the hours worked on the holiday; and

- (2) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Where time off with pay in lieu of the holiday has not been granted in accordance with (ii) above, compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

- (vi) In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- (vii) Compensation for overtime shall be paid except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked.
- (viii) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid. Where operational requirements permit, the Deputy Head may authorize an extension of the time limits provided herein.
- (ix) An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

JOB CLASSIFICATIONS – PR

PAY GRADE

Agrologist	1	(A)	PR	6	
		(B)	PR	8	
	2	(A)	PR	10	
		(B)	PR	12	
(Restricted)	3		PR	14	
Architect	1	(A)	PR	8	
		(B)	PR	9	
	2	(A)	PR	13	
		(B)	PR	14	
	(Restricted)	3		PR	17
	Biologist	1	(A)	PR	5
(B)			PR	7	
2		(A)	PR	10	
		(B)	PR	12	
Biologist Regional Services, IRM Specialist					
(Restricted)	3		PR	15	
Caseworker	1	(A)	PR	4	
		(B)	PR	6	
	2	(A)	PR	8	
		(B)	PR	11	
	(Restricted)	3	(A)	PR	11
			(B)	PR	14
	(Restricted)	4	(A)	PR	16
	Computer Services Officer	1	(A)	PR	1
			(B)	PR	4
		2	(A)	PR	7
(B)			PR	9	
(C)			PR	11	
(Restricted)		3		PR	14
(Restricted)	4		PR	17	

JOB CLASSIFICATIONS – PR

PAY GRADE

Dietitian	1		PR	7
	2	(A)	PR	10
		(B)	PR	12
Economist	1		PR	10
	2		PR	13
(Restricted)	3		PR	15
Education Officer	1		PR	16
	2		PR	18
	3		PR	20
Engineer	1		PR	8
	2		PR	9
	3		PR	14
(Restricted)	4		PR	17
(Restricted)	5		PR	20
Environmental Analyst				
	1	(A)	PR	10
		(B)	PR	12
	2		PR	15
Fisheries Officer	1	(A)	PR	6
		(B)	PR	8
	2	(A)	PR	10
	2	(B)	PR	12
(Restricted)	3		PR	14
Forester	1	(A)	PR	7
		(B)	PR	9
	2	(A)	PR	10
		(B)	PR	12
Forester				
(Restricted)	3		PR	15
(Restricted)	4		PR	17

JOB CLASSIFICATIONS – PR

PAY GRADE

Forester Regional Services, IRM Specialist

(Restricted) 3 PR 15

Geologist 1 PR 7

2 PR 12

(Restricted) 3 PR 15

Geologist Regional Services, IRM Specialist

(Restricted) 3 PR 15

(Restricted) 4 PR 18

GIS Officer 1 (A) PR 1

(B) PR 4

2 (A) PR 6

(B) PR 8

(C) PR 10

(Restricted) 3 PR 13

(Restricted) 4 PR 15

Health Care Worker 1 (A) PR 1

(B) PR 4

2 PR 6

Health Care Social Worker

1 (A) PR 6

(B) PR 9

2 (A) PR 10

(B) PR 12

(Restricted) 3 PR 14

Historical/Archival/Cultural Officer

1 PR 6

(Restricted) 2 PR 10

JOB CLASSIFICATIONS – PR

PAY GRADE

(Restricted)	3		PR	13
(Restricted)	4		PR	17
Home Economist	1		PR	5
	2	(A)	PR	8
		(B)	PR	10
Human Rights Officer				
	1	(A)	PR	4
		(B)	PR	6
	2	(A)	PR	8
		(B)	PR	10
	3		PR	14
Hydrogeologist	1	(A)	PR	7
		(B)	PR	10
	2	(A)	PR	12
		(B)	PR	15
(Restricted)	3		PR	17
Instructor Adult Education				
	1	(A)	PR	5
		(B)	PR	7
	2		PR	13
	3		PR	16
	4		PR	17
Librarian	1		PR	7
(Restricted)	2		PR	12
(Restricted)	3		PR	13
(Restricted)	4		PR	15
Loan Officer	1		PR	8
	2		PR	13
(Restricted)	3		PR	15

JOB CLASSIFICATIONS – PR

PAY GRADE

Occupational Hygienist

1 PR 13

2 PR 16

Pharmacist 1 (A) PR 10

(B) PR 12

(Restricted) 2 PR 14

Planner 1 (A) PR 8

(B) PR 10

2 PR 14

(Restricted) 3 PR 17

Planning & Development Officer

1 (A) PR 5

(B) PR 9

2 (A) PR 11

(B) PR 13

(Restricted) 3 PR 17

Probation Officer 1 PR 6

2 (A) PR 8

(B) PR 11

3 PR 13

(Restricted) 4 PR 15

(Restricted) 5 PR 17

Program Admin Officer

1 PR 6

2 PR 10

(Restricted) 3 PR 13

(Restricted) 4 PR 17

JOB CLASSIFICATIONS – PR

PAY GRADE

Psychological Services Officer

	1	(A)	PR	4
		(B)	PR	7
(Restricted)	2	(A)	PR	9
		(B)	PR	11
(Restricted)	3		PR	14

(PhD Candidate Registered) Res

	4	(A)	PR	16
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(PhD Registered) Res

		(B)	PR	20
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Public Info Officer

	1		PR	5
	2		PR	8
(Restricted)	3		PR	13
(Restricted)	4		PR	16

Records Analyst

	1		PR	5
(Restricted)	2		PR	8

Research & Stat Officer

	1	(A)	PR	4
		(B)	PR	7
(Restricted)	2		PR	10
(Restricted)	3		PR	13
(Restricted)	4		PR	15

Residential Tenancies Officer

			PR	14
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Social Development & Rehabilitation Officer

	1		PR	6
	2	(A)	PR	8
		(B)	PR	11

Social Worker

	1	(A)	PR	8
		(B)	PR	11
	2		PR	14
(Restricted)	3		PR	16

Surveyor

	1	(A)	PR	7
		(B)	PR	9

JOB CLASSIFICATIONS – PR			PAY	GRADE
	2	(A)	PR	11
		(B)	PR	13
Teacher Academic	1		PR	4
	2	(A)	PR	4
	2	(B)	PR	7
	3	(A)	PR	7
	3	(B)	PR	13
	4	(A)	PR	11
	4	(B)	PR	16
	5	(A)	PR	12
	5	(B)	PR	17
Young Offender Program Administrator				
	1		PR	6
	2		PR	8
	3		PR	10
	4		PR	13
Youth Worker	1		PR	4
	2		PR	6
	3		PR	8
	4		PR	11
Veterinarian	1		PR	14
	2	(A)	PR	16
		(B)	PR	19
Victim Services Officer	1		PR	11
(Restricted)	2		PR	14

**PROFESSIONAL CLASSIFICATION AND PAY PLAN - PR -
 BI-WEEKLY RATES EFFECTIVE APRIL 1, 2010 TO MARCH 31, 2012**

	I	II	III	IV	V	VI
PR 1						
Apr. 1/2010	\$1,276.45	\$1,326.41	\$1,376.44	\$1,426.46	\$1,483.72	\$1,548.04
Apr. 1/2011	\$1,289.21	\$1,339.67	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.52
PR 2						
Apr. 1/2010	\$1,326.41	\$1,376.44	\$1,426.46	\$1,483.72	\$1,548.04	\$1,612.39
Apr. 1/2011	\$1,339.67	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.52	\$1,628.52
PR 3						
Apr. 1/2010	\$1,376.44	\$1,426.46	\$1,483.72	\$1,548.04	\$1,612.39	\$1,676.73
Apr. 1/2011	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.52	\$1,628.52	\$1,693.50
PR 4						
Apr. 1/2010	\$1,426.46	\$1,483.72	\$1,548.04	\$1,612.39	\$1,676.73	\$1,748.15
Apr. 1/2011	\$1,440.73	\$1,498.55	\$1,563.52	\$1,628.52	\$1,693.50	\$1,765.63
PR 5						
Apr. 1/2010	\$1,483.72	\$1,548.04	\$1,612.39	\$1,676.73	\$1,748.15	\$1,819.69
Apr. 1/2011	\$1,498.55	\$1,563.52	\$1,628.52	\$1,693.50	\$1,765.63	\$1,837.89
PR 6						
Apr. 1/2010	\$1,548.04	\$1,612.39	\$1,676.73	\$1,748.15	\$1,819.69	\$1,898.28
Apr. 1/2011	\$1,563.52	\$1,628.52	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.26
PR 7						
Apr. 1/2010	\$1,612.39	\$1,676.73	\$1,748.15	\$1,819.69	\$1,898.28	\$1,976.91
Apr. 1/2011	\$1,628.52	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.26	\$1,996.68
PR 8						
Apr. 1/2010	\$1,676.73	\$1,748.15	\$1,819.69	\$1,898.28	\$1,976.91	\$2,055.62
Apr. 1/2011	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.26	\$1,996.68	\$2,076.17
PR 9						
Apr. 1/2010	\$1,748.15	\$1,819.69	\$1,898.28	\$1,976.91	\$2,055.62	\$2,134.23
Apr. 1/2011	\$1,765.63	\$1,837.89	\$1,917.26	\$1,996.68	\$2,076.17	\$2,155.57

	I	II	III	IV	V	VI
PR 10						
Apr. 1/2010	\$1,819.69	\$1,898.28	\$1,976.91	\$2,055.62	\$2,134.23	\$2,219.94
Apr. 1/2011	\$1,837.89	\$1,917.26	\$1,996.68	\$2,076.17	\$2,155.57	\$2,242.13
PR 11						
Apr. 1/2010	\$1,898.28	\$1,976.91	\$2,055.62	\$2,134.23	\$2,219.94	\$2,305.74
Apr. 1/2011	\$1,917.26	\$1,996.68	\$2,076.17	\$2,155.57	\$2,242.13	\$2,328.79
PR 12						
Apr. 1/2010	\$1,976.91	\$2,055.62	\$2,134.23	\$2,219.94	\$2,305.74	\$2,398.68
Apr. 1/2011	\$1,996.68	\$2,076.17	\$2,155.57	\$2,242.13	\$2,328.79	\$2,422.67
PR 13						
Apr. 1/2010	\$2,055.62	\$2,134.23	\$2,219.94	\$2,305.74	\$2,398.68	\$2,498.79
Apr. 1/2011	\$2,076.17	\$2,155.57	\$2,242.13	\$2,328.79	\$2,422.67	\$2,523.77
PR 14						
Apr. 1/2010	\$2,134.23	\$2,219.94	\$2,305.74	\$2,398.68	\$2,498.79	\$2,598.83
Apr. 1/2011	\$2,155.57	\$2,242.13	\$2,328.79	\$2,422.67	\$2,523.77	\$2,624.82
PR 15						
Apr. 1/2010	\$2,219.94	\$2,305.74	\$2,398.68	\$2,498.79	\$2,598.83	\$2,706.05
Apr. 1/2011	\$2,242.13	\$2,328.79	\$2,422.67	\$2,523.77	\$2,624.82	\$2,733.11
PR 16						
Apr. 1/2010	\$2,305.74	\$2,398.68	\$2,498.79	\$2,598.83	\$2,706.05	\$2,820.39
Apr. 1/2011	\$2,328.79	\$2,422.67	\$2,523.77	\$2,624.82	\$2,733.11	\$2,848.60
PR 17						
Apr. 1/2010	\$2,498.79	\$2,598.83	\$2,706.05	\$2,820.39	\$2,934.79	
Apr. 1/2011	\$2,523.77	\$2,624.82	\$2,733.11	\$2,848.60	\$2,964.14	
PR 18						
Apr. 1/2010	\$2,598.83	\$2,706.05	\$2,820.39	\$2,934.79	\$3,056.30	
Apr. 1/2011	\$2,624.82	\$2,733.11	\$2,848.60	\$2,964.14	\$3,086.87	
PR 19						
Apr. 1/2010	\$2,706.05	\$2,820.39	\$2,934.79	\$3,056.30	\$3,185.00	
Apr. 1/2011	\$2,733.11	\$2,848.60	\$2,964.14	\$3,086.87	\$3,216.85	

	I	II	III	IV	V	VI
PR 20						
Apr. 1/2010	\$2,820.39	\$2,934.79	\$3,056.30	\$3,185.00	\$3,320.79	
Apr. 1/2011	\$2,848.60	\$2,964.14	\$3,086.87	\$3,216.85	\$3,353.99	

The text set out in Appendix 4 below is the LTD Plan Text, as amended January 1, 2009. It may be amended periodically pursuant to the provisions of the Plan, and questions regarding the current LTD Plan text may be directed to the LTD Plan Office; Public Service Commission (Employee Relations) or NSGEU.

APPENDIX 4 – LONG TERM DISABILITY PLAN

1. In this Plan,
 - (a) “administrator” means the Plan Administrator appointed by the Trustees to administer the Plan;
 - (b) “amount of coverage” means an employee’s bi-weekly benefit expressed as a percentage of normal salary;
 - (c) “disability”/“disabled” means the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 80% of the current rate of the position, class and step he/she held prior to disability;
 - (ca) “disability”/“disabled” means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 24 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 75% of the current rate of the position, class and step he/she held prior to disability;
 - (d)
 - (i) “elimination period” means 100 consecutive work days of short-term illness leave or 100 days of short-term illness due to the same or related causes, as defined in Article 25 of the applicable collective agreement;
 - (ii) “elimination period” for part-time Civil Service bargaining unit employees and eligible part-time non-bargaining unit employees means twenty (20) consecutive calendar weeks of inability to perform the employee’s duties because of illness or injury, and it will consist of a

period of consecutive and continuous sick leave, paid and unpaid where applicable, due to the same or related causes. (*Amended November 1, 2007*)

- (e) “normal salary” means an employee’s regular bi-weekly salary including any educational premium or unit premium received by the employee;
- (f) “Plan” means the Nova Scotia Public Service Long Term Disability Plan;
- (g) “pre-disability salary” means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;
- (h) “regular duties” means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
- (i) “rehabilitation employment program” means a mandatory program, as contained in guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment as determined by the Trustees;
- (j) “service” has the same meaning as defined in the applicable collective agreement;
- (k) “Trustee” means a member of the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan.

2. In this Plan,

- (1) words importing male persons include female persons and corporations;
- (2) words in the singular include the plural, and words in the plural include the singular.

APPLICATION

3. This Plan applies to,

- (1) employees as defined in Section 2(f) of the *Civil Service Collective Bargaining Act* and all other Nova Scotia Government Employees Union members who are insured under the Plan;
- (2) groups or persons as outlined in Schedule “A” of the Trust Agreement;
- (3) any other group or person as may be determined by the Board of Trustees and enumerated in Schedule “B” of the Trust Agreement.

EFFECTIVE DATE OF COVERAGE

- 4. (1) Participation in the Plan shall be a condition of employment.
- (2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.

FUNDING OF THE PLAN

5. (1) The Plan will be funded from:
 - (a) the monies in the Premium Stabilization Fund on the signing date of the agreement;
 - (b) any future premium reductions from the Unemployment Insurance Commission in respect of employees participating in the Plan (*Amended August 1, 2006*);
 - (c) income accruing to the Fund;
 - (d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 1.33% of the employee's normal salary, to a maximum normal bi-weekly salary of \$6,730.77 (*Amended January 1, 2009*);
 - (e) contributions in respect of persons entering the Plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan.
- (2) (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;
- (b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under the Plan.

ADJUDICATION RIGHT OF REVIEW

6. (1) When the Administrator has ruled that an employee is not disabled, said decision may not be challenged by an action in the courts, but may be appealed through the Board of Trustees of the Nova Scotia Public Long Term Disability Plan, who will be responsible to schedule an appeal hearing in accordance with Section 6(3). (*Amended, July 18, 2007*)
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review.
- (3) An Appeal System has been established with the following provisions. (*Amended, July 18, 2007*):
 - (a) The appeal will be limited to determining whether or not the employee is disabled, as defined herein. (*Amended, July 18, 2007*);
 - (b) The appeal will be heard by an Appeal Board established by the Board of Trustees. (*Amended, July 18, 2007*);
 - (c) The appeal will be conducted pursuant to Guidelines established by the Board of Trustees pursuant to this Plan. (*Amended, July 18, 2007*);

- (d) The employee shall bear his or her own costs of the appeal; however, if the appeal is successful, the employee shall receive costs as permitted by the Appeal Guidelines. (*Amended, July 18, 2007*);
- (e) Any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Administrator. (*Amended, July 18, 2007*)

ELIGIBILITY FOR BENEFITS

- 7. (1) Subject to subsection (6), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period;
- (2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Sections 8(8), 8(8A), 8(8B) or 8(8C) as the case may be during any one period of disability (and benefits shall cease at the cessation of the disability as determined by the administrator) (*Amended January 1, 2009*);
- (3) If the administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program, he/she shall receive benefits as provided in Section 8(5);
- (4) An employee may be required by the Trustees to be assessed in accordance with guidelines made pursuant to this Plan, and may be required by the Trustees to participate in a Rehabilitation Employment Program in accordance with guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits.
- (5) The Trustees shall have the absolute right to determine if an employee is capable of participating in an approved Rehabilitation Employment Program;
- (6) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless:
 - (a) the later disability is for causes unrelated to the prior disability, or;
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for 30 consecutive work days or more before the related disability recurred.
- (6A) For greater certainty, where, pursuant to subsection 7(6), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted.

- (7) No benefits shall be payable under the Plan because of:
- (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self-inflicted disability, or attempted self-destruction;
 - (d) disability due to alcoholism or drug addiction, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and is under the continuous care of a licensed physician;
 - (e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
 - (f) where the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator;
 - (g) pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;
 - (h) disability which occurred at work and is deemed to be a fully compensable injury by the Workers' Compensation Board;
 - (i) disability due to illness or injury which occurred after the employee was placed on layoff status;
 - (j) an employee shall not be entitled to long term disability benefits from this Plan if his/her disability resulted from illness or injury with respect to which medical treatment, services or supplies were received in the 90 days period prior to the date of hire unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned illness or injury;
 - (k) an employee shall not be entitled to long term disability benefits from this Plan if he/she refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if he/she refuses to participate in a Rehabilitation Employment Program approved by the Trustees, unless the Trustees determine otherwise.

AMOUNT OF COVERAGE

8. (1) (a) The bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her pre-disability salary to a maximum benefit of \$2,000.00 bi-weekly;

- (aa) For employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's pre-disability salary to a maximum benefit of \$3,000.00 bi-weekly;
 - (aaa) For employees whose elimination period commences on or after January 1, 2009 and who make a claim under the Plan, the bi-weekly benefit for an employee covered by this agreement shall be, for the first three years of benefits, 65% of the employee's pre-disability salary to a maximum benefit of \$4,375.00 bi-weekly, and thereafter, 70% of the employee's pre-disability salary to a maximum benefit of \$4,711.54 bi-weekly (*Amended January 1, 2009*);
 - (b) Where an employee, on the signing date of this agreement, has accumulated sick leave days available to him/her under the sick leave plan in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she will receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 65% or 70% under subsection 8(1)(a), (aa) and (aaa), as the case may be. For each day topped up the employee's accumulated sick leave days shall be reduced by one full day (*Amended January 1, 2009*);
- (2) For employees, who are in receipt of benefits:
- (a) contributions to the Public Service Superannuation Plan which would otherwise be made by an employee, shall be made by the employee based on the current rate of pay for the position, class and step he/she held prior to disability, with matching contributions being made by the employer;
 - (b) any contributions required to be made to the Canada Pension Plan in respect of the employee, including both employee and employer contributions, shall be made by the Fund.
- (3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long term disability benefits. The premiums for the consolidated health care plan shall be paid by the Employer;
- (4) Employees who are participating in a scheduled on-going series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave. In order to be deemed as on-going treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

- (5) Employees, while on long term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class, and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the Employer;
- (6) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay;
 - (a) For employees whose elimination period commences on or after January 1, 2009, the benefit for an employee who is receiving income under a recognized rehabilitation employment program shall be reduced by an amount equal to, for the first five years of benefits, 50% of the income received, and thereafter, 35% of income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay (*Amended January 1, 2009*);
- (7) Increases to benefits under this Plan to reflect cost of living increases shall be determined as follows:
 - (a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;
 - (b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;
 - (c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;
 - (d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-month period ending October 31st, based on the figures as published by Statistics Canada for that period.
- (8) The benefits shall cease at the earliest of:
 - (a) the last day of the month in which the employee attains 65 years of age;
 - (b) returning to work

- (c) death of the employee;
 - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan;
 - (e) the last day of the month in which the employees attains 60 years of age, if the employee elects to exercise early retirement provisions under the *Public Service Superannuation Act*.
- (8A) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:
- (a) the last day of the month during which the employee attains the age of 60 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan.
- (8B) For employees whose elimination period commences on or after January 1, 2009 and ends before or on the day they turn the age of 63 years, the benefits shall cease the earliest of:
- (a) the last day of the month during which the employee attains the age of 65 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan (*Amended January 1, 2009*);
- (8C) For employees whose elimination period commences on or after January 1, 2009 and ends after they turn the age of 63 years, the benefits shall cease at the earliest of:
- (a) the last day of the month two years after the end of the elimination period;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;

- (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan (*Amended January 1, 2009*);
- (9) Despite subsection (6), in the case of employees
- (a) covered by the Interim Memorandum of Agreement between the Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and
 - (b) who are not members of NSGEU but who are, by agreement by the sponsors, in the same situation as those referred to in (a); and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:
 - (i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and
 - (ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits.
9. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement under the Canada Pension Plan, excluding children's benefits and excluding the indexing added to the said entitlement after December 31, 2005 (*Amended May 24, 2006; effective January 1, 2006*);
 - (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the Employer;
 - (3) the amount of income received from rehabilitative employment in accordance with subsection (6) or (6) (a) of Section 8 (*Amended January 1, 2009*);
 - (4) the amount of Workers' Compensation payments, except permanent partial disability awards;
 - (5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan;

- (6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than 65 percent compensable by the Workers' Compensation Board;
 - (7) the amount of income received by an employee from self-employment as set out in guidelines made pursuant to this Plan;
 - (8) the amount of earnings recovered through a legally enforceable cause of action against some other person or corporation.
9. (A) For employees whose elimination period commences on or after January 1, 2009, if the employee's bi-weekly benefit, plus his income from all sources specified under subsection 9 and those public pension plan disability benefits payable to the employee on behalf of his dependents, for the first five years of benefits herein, exceeds 80% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit), and thereafter, exceeds 90% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit) his benefit will be reduced by such excess amount (*Amended January 1, 2009*);

TERMINATION OF AN EMPLOYEE'S COVERAGE

10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
- (1) the date the employee occupies a position that is not eligible for coverage in accordance with Section 3;
 - (2) the date of the employee's termination of service;
 - (3) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan
(*Amended January 1, 2009*);
11. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions.

AMENDMENTS

12. (1) This Plan may be amended from time to time by the Parties, after consultation with the Trustees;
- (2) The Plan Administrator shall consistently apply the Plan in accordance with the guidelines made pursuant to the Plan;
- (3) The Trustees shall make guidelines for the purpose of administration of the Plan respecting:
- (1) rehabilitation employment programs,
 - (2) medical assessments,

(3) self-employment;

(4) determination of eligibility, including the definition of “complete inability”, and may make guidelines respecting such other matters as are necessary, in the opinion of the Trustees, to administer the Plan.

Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees.

TERMINATION OF THE PLAN

13. In the event that the Plan is terminated, all contributions or benefits shall cease and the Fund will be disposed of in the following manner:
- (a) All employees who are on short-term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Section 7 will have their benefits, at the level in force at the time of Plan termination, purchased from an insurance company under a single premium non-participating closed group long term disability contract, if such a contract is then available from an insurance company;
 - (b) If the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employee bears to the total cost of the full benefits for all such employees;
 - (c) If a single premium non-participating closed group Long Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Section 7, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
 - (d) If the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Section 7 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;
 - (e) Any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the Plan except that the recovery of a disabled employee receiving benefit under Section 7 shall terminate his/her entitlement to such benefit;
 - (f) Any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government Employees Union.
14. In the event that the Plan is terminated, then the benefits in existence under the sick leave section presently in the contract prior to the implementation of

the Long Term Disability program on April 30, 1985, would be reinstated in its entirety. Banked sick leave will be credited to the employee as to the amount that is in his/her bank at the date of termination of the LTD Plan.

PLACEMENT/SEVERANCE

15. (1) An employee who is not entitled to return to his/her own position, and who has been disentitled to benefits pursuant to this Plan, and who within 15 days of receipt by registered mail of notice that he/she has been disentitled to benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, but not the displacement rights, as contained in the layoff and recall provisions of the collective agreement;
- (2) The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt to facilitate the placement of all affected employees.
- (3) Employees who have been disentitled to benefits under this Plan shall be entitled to receive severance payments in accordance with provisions of the collective agreement.

SUBROGATION

16. (1) Where a long-term disability benefit is payable for an injury or illness for which any third party is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee against the third party, to recover damages in respect of the injury or death, and may maintain an action in the name of such employee against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to
 - (a) payment of the costs actually incurred in respect of the action, and reimbursement to the Trustees of any disability benefits paid, and the balance, if any shall be paid to the employee whose rights were subrogated.
 - (b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein.
 - (c) an employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation.

APPENDIX 5 – DEPARTMENTS, AGENCIES, BOARDS, & COMMISSIONS

DEPARTMENTS

Agriculture

Community Services

Economic and Rural Development

Education

Energy

Environment

Finance

Fisheries and Aquaculture

Health

Health Promotion and Protection

Intergovernmental Affairs

Justice

Labour and Workforce Development

Natural Resources

Public Service Commission

Seniors

Service Nova Scotia & Municipal Relations

Tourism, Culture, & Heritage

Transportation and Infrastructure Renewal

AGENCIES, BOARDS, & COMMISSIONS

Acadian Affairs

Advisory Council on the Status of Women

Alcohol and Gaming Authority

Chief Information Office

Communications Nova Scotia

Disabled Persons Commission

Emergency Management Office

Executive Council Office

Gaming Corporation

Government House

Human Rights Commission

Office of Aboriginal Affairs

Office of the Auditor General

Office of Immigration

Office of the Legislative Counsel

Office of the Ombudsman

Office of the Premier

Office of the Speaker

Primary Forest Products Marketing Board

Public Prosecution Service

Securities Commission

Sydney Tar Ponds Agency

Treasury Board

Utility and Review Board

Workers' Compensation Appeals Tribunal

Youth Secretariat

APPENDIX 6 – REGIONS PURSUANT TO ARTICLE 35:

REGION	COUNTIES INCLUDED
Cape Breton	Cape Breton Inverness Richmond Victoria
Central	Halifax Hants
Eastern	Antigonish Guysborough Pictou
Northern	Colchester Cumberland
Southern	Lunenburg Queens Shelburne Yarmouth
Valley	Annapolis Digby Kings

APPENDIX 7 – PART-TIME EMPLOYEES CREDIT FOR PRIOR NON-CIVIL SERVICE EMPLOYMENT

The parties hereby agree that, effective October 6, 1989:

Employees eligible for civil service part-time appointment effective January 1, 1988, pursuant to the provisions of the existing collective agreement, will be credited with service for the unbroken non-civil service employment in Departments, Boards, Commissions and Agencies that would not otherwise be credited under the provisions of the collective agreement and is within the meaning of part-time employment under the collective agreement.

Memorandum of Agreement

“REMOVAL EXPENSE”

Between: Her Majesty the Queen in the right of the Province represented in this behalf by the Nova Scotia Public Service Commission (hereinafter referred to as the “Employer”)


- and -

The Nova Scotia Government & General Employees Union (hereinafter referred to as the “Union”.)

The signatories to this Agreement hereby agree the attached Memorandum shall form part of the Civil Service Master Agreement effective April 1, 2004 - March 31, 2007 and shall remain in force and effect until amended, replaced or revoked by the parties in writing.

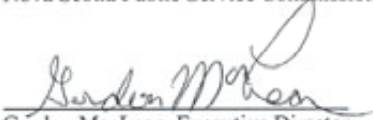
Signed on Behalf of the Union:


Joan Jessome, President
Nova Scotia Government & General
Employees Union


Keiren Tompkins
Director of Negotiations and Servicing
Nova Scotia Government & General
Employees Union

Signed on behalf of the Employer:


Richard (Rick) C. J. Nurse, M.H.Sc.
Commissioner
Nova Scotia Public Service Commission


Gordon MacLean, Executive Director
Employee Relations & Compensation
Nova Scotia Public Service Commission

PROVINCE OF NOVA SCOTIA
“REMOVAL EXPENSE MEMORANDUM”
APPLIES TO THE CIVIL SERVICE MASTER AGREEMENT

DEFINITIONS

- 1.1 Except as herein provided words and phrases shall have the same meaning as in Article 1 of the Collective Agreement.
- 1.2 “day” means calendar day;
- 1.3 “Deputy Head” has the same meaning as this expression has under the *Civil Service Act*;
- 1.4 “Dependent” means
 - 1.4.1 the spouse of an employee
 - 1.4.2 an Employee’s child who has not passed his/her 19th birthday, or in respect of whom the employee is entitled to an exemption under the *Income Tax Act*;
 - 1.4.3 any other relative of an employee who is a member of the employee’s household who is dependent of him/her for support by reason of incapacity of ill health, provided the employee certifies that he/she is entitled to an exemption for this.
- 1.5 “Place of Duty” means the location of the official station or headquarters at or from which an employee ordinarily performs his duties;
- 1.6 “Transfer” means the movement of an employee from one place of duty to another place of duty.
- 1.7 “Removal Expense” means the cost incurred by an employee, who has been transferred, to effect the transfer.
- 1.8 “Household Effects” means the furniture, household equipment and personal effects of an employee and his/her dependents used in the regular dwelling, but excludes livestock, lumber, heavy equipment or similar items, and any items used in connection with a secondary source of family income.

GENERAL POLICY

- 2.1 No Minister, Deputy Minister nor Departmental Official shall make any commitment to any employee which contravenes the terms and conditions set out in this Memorandum.
- 2.2 In any transfer or relocation, the objective is to relocate the employee in the most efficient manner that is at the most reasonable cost to the Employer, and having the minimum detrimental effect of the employee.

- 2.3 For any transfer, the terms and conditions of reimbursement are to be discussed with the employee at the time of his notification of transfer, and are to comply with this Memorandum.
- 2.4 Under the terms of this memorandum, there is a minimum distance qualification which governs the eligibility of an employee for reimbursement of removal expenses. Generally, expenses will not be paid where the old and new places of duty are within the same metropolitan area or are within reasonable commuting distance of each other.
- Moving expenses shall not be paid unless:
- (a) the new place of duty is outside a radius of 32 kilometres (20 miles) from the old place of duty, and
 - (b) the new residence is outside a radius of 32 kilometres (20 miles) from the old residence.
- 2.5 The Employer shall pay removal expenses, including disconnecting and reconnecting services, for a mobile home provided the total costs of such does not exceed the cost of comparable removal expenses involving conventional housing.
- 2.6 Upon authorization of the Deputy Head of the department in which he/she is employed an advance may be made to an employee of the estimated cost of the removal expenses; or the Employer may be requested to pay invoices for transportation, cartage and other eligible expenses; payments so made will be considered as an advance to the employee pending the approval of his/her account for the removal expenses.
- 2.6.1 When advance is made, the employee shall account for it within thirty days after the date of his/her arrival at the new place of duty and shall refund any unexpended balance forthwith, failing which, the Employer shall recover the amount due from his/her salary.
- 2.7 If an employee incurs expenses related to his/her transfer/relocation before he/she has received written notification or confirmation of transfer/relocation the Employer may reimburse the employee for such expenses where the Employer is satisfied the expenses were incurred in anticipation of the transfer/relocation.
- 2.8 Before payment, all claims made under this memorandum shall be certified by the Deputy Head of the employing department as being:
- 2.8.1 in accordance with this memorandum
 - 2.8.2 just and reasonable.

EMPLOYEES MOVING EXPENSES

3.1 Consequences of Employer and Employee initiated transfers:

- 3.1.1 The transfer of an employee which is initiated by the Employer, (excluding employment competitions) is subject to the terms and conditions set out in this Memorandum;
- 3.1.2 Where an employee is required to change his/her residence by reason that:
 - (a) the employee is granted a transfer at his/her request, or
 - (b) the employee is successful through competitive examination for appointment to a vacant position, the employee is entitled to claim only those expenses and allowances which are authorized by the Deputy Head.

REMOVAL EXPENSES MAY INCLUDE:

- 3.2.1 travelling expenses incurred by the employee and his/her spouse, including living expenses for not more than ten (10) days for the purpose of locating new housing accommodations; further extensions requiring prior approval of the Treasury & Policy Board;
- 3.2.2 the temporary living expenses of a single employee without dependents to a maximum of fourteen (14) days;
- 3.2.3 the temporary living expenses of an employee and his/her dependents to a maximum of thirty (30) days, extended, if necessary, for a further fourteen (14) days at the discretion of the Department Head. Further extensions require prior approval of Treasury and Policy Board;
- 3.2.4 packing, unpacking, cartage and freight of his/her household effects and necessary storage of these effects to a maximum of thirty days, including insurance there on while in transit and/or in storage. Storage charges on household effects in excess of thirty days shall not be considered as removal expenses, unless the Deputy Head of the employing department certifies that the excess period of storage is necessitated by circumstances outside, or beyond the control of the employee.
- 3.2.5 up to \$2,000.00 to cover documented allowable miscellaneous expenses such as, disconnecting telephones, cable TV, computer equipment, stoves and other household equipment; connecting such equipment as was in use by the employee prior to his/her relocation; cleaning drapes and rugs or as an allowance toward the purchase of drapes and rugs similar to those in use by the employee prior to his/her relocation, at the discretion of the Deputy Head;

- 3.2.6 realty agency costs actually incurred by the employee in selling his/her old residence, including multiple listing charges, but not exceeding the prevailing rates in the area; as well as the necessary legal fees and mortgage interest penalty cost, provided that residence is listed for sale within sixty days of the relocation notification, or if not listed within sixty (60) days of the relocation notification, the Deputy Head is satisfied that the expenses relate to the employee's transfer;
 - 3.2.7 The actual expenses of fulfilling the employee's legal liability under a lease for accommodation at the place from which he/she is being relocated;
 - 3.2.8 actual legal fees and disbursements including, recording fees, deed transfer taxes and survey fees, paid by the employee, pre owing his/her own home, in the purchase of a new home due to relocation;
 - 3.2.9 any other expenses authorized under this memorandum or as approved by Treasury & Policy Board under Section 3.6.
- 3.3 If an employee has a spouse who is also an employee and both parties are transferred to the same place, the terms and conditions of this memorandum shall apply as to an employee and spouse, not as two separate employees.
 - 3.4 An employee who is transferred, shall move his/her household effects as economically as is consistent with the efficiency of service and safety in transit of such, but in no case shall the cost exceed the amount that would be charged by an efficient, licensed carrier. Wherever possible bids should be obtained from at least three recognized carriers, with the lowest bidder being engaged. The Deputy Head should so certify in cases where it is not possible to obtain three competitive bids.
 - 3.5 The employee and his/her dependents may travel by automobile and charge the allowable mileage rates for employees or by bus, train or aircraft and the rules applicable to such modes of travel shall pertain.
 - 3.6 Where, in the opinion of the Department Head, an employee suffers financial hardship by reason of transfer, additional assistance may be approved in compensation for such hardship by Treasury & Policy Board upon recommendation of the Department Head as follows:

ACCOMMODATION BEING VACATED:

An employee may be reimbursed for part of all of duplicate housing costs consisting of the interest portion of a mortgage, property insurance and utility costs paid in respect of the employee's former residence for a period for which the employee is also occupying and paying mortgage or other interest in respect of a new residence. Such reimbursement shall be limited to the lesser of the actual costs for a period not to exceed three months or two thousand dollars (\$2,000).

NEW ACCOMMODATION:

An employee may be reimbursed for part or all of interest charges for a bridging loan to enable the employee to meet the down-payment on a new residence pending the sale of his former residence. Such interest charges may be claimed for a period not to exceed three months or \$5,000, whichever is less.

MAXIMUM PRINCIPAL AMOUNT OF BRIDGING LOAN INTEREST CHARGES:

The maximum principal amount of the bridging loan that can be claimed shall not exceed a figure equivalent to twenty-five (25) percent of the purchase price of the new residence.

APPENDIX 9 – EXCERPT OF SECTION 3 FROM CASUAL SEASONAL MEMORANDUM OF AGREEMENT

SIGNED BY THE PARTIES IN FEBRUARY 2008

Criteria for Conversion of Casual Employees to the Civil Service that applied on but not after February 1, 2008

The Employer will review the work history of all casual employees who are employed as of February 1, 2008, and will appoint to the Civil Service all casual employees who are eligible to be “employees” under the *Civil Service Collective Bargaining Act* in accordance with the following:

(a) Temporary

Any casual employee employed in a bargaining unit position, as of February 1, 2008 who has:

(i) been employed continuously for a minimum of forty percent (40%) or more of the full time hours applicable to the position every week for more than ten (10) weeks but less than thirty-nine (39) continuous weeks;

or

(ii) been employed in the same department, for a minimum of forty percent (40%) of the full time hours applicable to the position every week for a total of more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period;

or

(iii) been employed in the same department working less than forty percent (40%) of the full time hours applicable to the position and has worked for at least ten (10) weeks plus a day and three hundred and fifty (350) hours but less than thirty-nine (39) weeks or one thousand three hundred and sixty-five (1365) hours in the fifty-two (52) week period between February 2, 2007 and February 1, 2008,

shall be appointed to the Civil Service effective February 1, 2008, as a Temporary Employee.

(b) Term

Any casual employee employed in a bargaining unit position who has, as of February 1, 2008:

(i) been employed continuously at a minimum of forty percent (40%) or more of the full time hours applicable to the position every week, for thirty-nine (39) weeks or more (inclusive of the weeks worked under (a)), but not more than one hundred and four (104) weeks,

or

(ii) been employed in the same department at a minimum of forty percent (40%) or more of the full time hours applicable to the position for a total of thirty-nine (39) weeks or more (inclusive of the weeks worked under (a)), but not more than one-hundred and four (104) weeks, immediately prior to February 1, 2008,

or

(iii) been employed in the same department working less than forty percent (40%) of full time hours and has worked the later of thirty-nine (39) or more weeks or one thousand three hundred and sixty-five (1365) hours, but less than one hundred and four (104) weeks or three thousand six hundred and forty (3640) hours in a period of one hundred and four (104) weeks period,

shall be appointed to the Civil Service effective February 1, 2008 as a Term Employee.

(c) Permanent

Any casual employee employed in a bargaining unit position who, as of February 1, 2008, has been employed continuously for a minimum of forty percent (40%) of regular full time hours or more every week for more than one hundred and four (104) weeks shall be appointed to the Civil Service as a regular or part time permanent employee.

APPENDIX 10 – EXPEDITED ADJUDICATION – RULES OF PROCEDURE

1. A single adjudicator shall be appointed to decide the grievance.
2. The parties will agree to a roster of single adjudicators who will be appointed pursuant to these Rules of Procedure. The parties may agree at any time to remove an adjudicator's name from the roster or to add an adjudicator's name to the roster.
3. The adjudicators will be paid in accordance with a schedule agreed to by the parties.
4. On a rotating basis, an adjudicator's availability will be reviewed. Where the parties are able to schedule dates which are agreeable to all and which allow the hearing of the grievance to be convened not later than ninety (90) calendar days from the date of the adjudicator's appointment, the parties will make arrangements to have the adjudicator appointed. Where, however, the parties are unable to schedule dates which are agreeable to all, the availability of the next adjudicator in the rotation shall be reviewed, and so on, until an adjudicator is appointed.
5. At least ten (10) business days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
 - to exchange copies of any documents that either party intends to rely on in the hearing;
 - to establish and attempt to agree on the facts relevant to the grievance;
 - to exchange copies of any precedents and authorities; and
 - to engage in discussions regarding the possible settlement of the grievance
6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the adjudicator. This may be done by conference call between the adjudicator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the adjudicator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
8. The adjudication hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
 - The hearing shall be completed within a single day. At the commencement of the hearing the parties and the adjudicator shall attempt to agree upon the allocation of time and if agreement cannot be reached the adjudicator shall decide upon such allocation.

- The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
 - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
 - The adjudicator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.
9. The decision of the adjudicator on the merits of the grievance shall be rendered within fourteen (14) calendar days of the hearing. The adjudicator may provide brief written reasons for the decision.
 10. The decision of the adjudicator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

MEMORANDUM OF AGREEMENT #1

Incumbents in the classifications and departments listed below are subject to the Hours of Work provisions applicable to such classifications on August 31, 1999, which are set out in the attached Appendix. Incumbents in these classifications and departments are not subject to the Hours of Work (Article 18 or Appendix 3, Article P1) or the Overtime (Article 19) provisions of the Civil Service Master Agreement.

CLASSIFICATIONS

Instructor Adult Education 1, 1B, 2, 3, 4

Department of Education

Teacher Academic 1, 2A, 2B, 3A, 3B, 4A, 5A, 5B

Department of Justice

Signed on behalf of the Union:

Signed of behalf of the Employer:

Joan Jessome

Ernest L. Fage

President

Minister

Nova Scotia Government & General

Nova Scotia Public Service

Employees Union

Commission

Keiren Tompkins

Gordon MacLean

Director of Negotiations and Servicing

Acting Commissioner

Nova Scotia Government & General

Nova Scotia Public Service

Employees Union

Commission

15.07 NORMAL TEACHING YEAR

- (a) The normal teaching year of classroom instructors shall be not more than ten (10) consecutive months beginning from five (5) days prior to the day that classroom teaching or instruction begins.
- (b) The parties acknowledge that certain courses and work on development of individualized instruction materials extend beyond the normal teaching year provided in Article 15.07(a). Where such is the case, the instructor shall be paid, in addition to regular salary, a daily rate of pay for each day that this period of authorized classroom instruction and/or work on development or individualized instruction materials extends beyond the normal teaching year.
- (c) Classroom teachers or instructors whose teaching duties do not extend beyond the normal teaching year shall be required to perform the duties and responsibilities detailed in Article 15.09.

15.08 Where Attendance Not Required

The principal or head of the institution shall not require the attendance of instructors at an institution during any part of a period in which classroom instruction has been suspended, except as provided in Article 15.09(g) or where the principal requires the execution of legitimate assignments related to the instructors' course of instruction.

15.09 Duties Outside of Teaching Year

Classroom teachers or instructors whose teaching duties do not extend beyond the normal teaching year shall provide, as directed by the principal or head of the institution, during the period from normal closing to normal opening of classroom or shop instruction, the following:

- (a) revise and update course syllabi;
- (b) prepare new courses;
- (c) develop teaching techniques, methodology, etc.;
- (d) keep abreast of new equipment, new practices, and any new changes in technology or occupations;
- (e) checking, servicing and repairing on a first line maintenance basis, equipment used in their classroom and shop;
- (f) identify and requisition the proper supplies required for the efficient operation of the subsequent course in which they will be instructing at least two (2) months prior to the time the supplies will be required:

- (g) attend not more than five (5) pre-arranged meetings called by the principal, aggregating not more than five (5) days;
- (h) carry out other assignments related to the course of instruction as directed by the principal;
- (i) except in the case of (g) above, an employee who is required to perform duties pursuant to Article 15.09 shall receive a minimum of two (2) weeks notice of such requirement.

Phase 1

The parties agree to form a joint committee of Employer and Union representatives to discuss potential changes to the bargaining unit employees' health and dental plans.

Phase 2

Without prejudice to the position of either the Employer or the Union on the interpretation of Article 24, the Employer agrees to form a committee of Employer, NSGEU and CUPE representatives to review the report of an external benefits consultant who will be retained to conduct a market survey of the coverage and insurers' services provided for under the current health and dental plans, inclusive of any changes agreed upon in Phase 1.

The external consultant will be selected by mutual agreement of the Employer and the Union; the process outlined in the Province's procurement policy will be followed. Should the parties be unable to reach agreement on an external consultant, the joint review process will come to an end.

The parties agree that all costs associated with the market survey will be charged to the Plan.

Upon considering the recommendations and findings of the external consultant, the parties will endeavour to agree upon the selection of the insurer for the health and dental benefit plans. The parties agree that any change in carrier or benefit levels cannot result in an increase in the cost of the plan for the Employer. The Union agrees, on a without prejudice basis, that should the parties be unable to agree to the selection of an insurer, the Employer, as policyholder, shall make the final determination.

This Memorandum of Agreement shall be effective from the date of signing of this tentative agreement until the signing of the next Collective Agreement.

Notwithstanding Article 37, an employee whose position has become redundant, whose position has been relocated or who would otherwise receive a notice of layoff may not be laid off except as provided in Clause 4.3 of this Memorandum, but may:

- a) Exercise the placement and displacement rights under Article 37 of the Collective Agreement;
- b) Accept a voluntary layoff and be entitled to recall in accordance with Article 37;
- c) Voluntarily resign with severance pay in accordance with Article 37.20.

1.0 Voluntary Resignation and Severance

- 1.1 Following the process outlined in Article 37.13 of the Agreement, should the Employer determine that there are still redundancies, the Employer shall ask for volunteers from the same classification and same Department, who wish to resign and be offered a severance payment in accordance with this Memorandum. The call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary resignation under this provision.
- 1.2 If there are more volunteers than redundancies, offers of severance shall be provided in accordance with seniority.
- 1.3 Notwithstanding anything in this Memorandum, the Employer reserves the right to restrict the severance offer as a result of operational considerations. For example, where too many volunteers within a classification are from within a single work location, it may not be possible to permit all to resign. Each severance offered to one employee must result in the placement of another employee whose position is redundant.
- 1.4 Where positions become available as a result of this process, employees in redundant positions will be placed in accordance with Article 37.16, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned. Where the Employer determines that training is needed for an employee to qualify for placement in existing or anticipated vacancies, training shall be provided in accordance with Article 37.05 and Section 1.6 below.

1.5 Training Prior to Placement

- (a) Where the Employer determines training is required, operational requirements permit and an assessment of the employee's skills concludes it is reasonable to expect the employee can be trained for the position, the Employer shall make available appropriate training programs or training opportunities.
- (b) The Employer and the Union will meet as part of the Technological Change process to discuss potential training programs and opportunities which may facilitate the placement of the employee in a position and to consider extending the time lines required for the employee to make the necessary choices in the placement/displacement process.
- (c) The nature of the training shall be determined by the Employer following its discussion with the Union.
- (d) Subject to the criteria identified in 1.5 (a) above, the training may be for a period of up to twelve (12) months. There may be circumstances under which the Employer concludes that training in excess of twelve (12) months is appropriate.

2.0 Process of Voluntary Resignation

- 2.1 Employees shall have five (5) work days following receipt of the notice to submit their Expression of Interest for Voluntary Resignation and Severance Payment.
- 2.2 The Employer will assess the level of interest and determine provisional acceptance, subject to operational requirements in accordance with this Memorandum.
- 2.3 Employees shall, within fifteen (15) work days following a meeting with a representative of Human Resources, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the severance under this Memorandum.
- 2.4 Where the Employer reaches its reduction target through this voluntary method, the process ceases.

3.0 Severance Payment under the Voluntary Resignation Process

- 3.1 Severance for the purpose of this Memorandum shall be equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of eight (8) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service. The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02 of the Master Agreement.

- 3.2 The Employer will continue to participate with employees in the provision of group life and medical plans for the number of weeks used to calculate the payment in Clause 3.1.
- 3.3 An employee who resigns in accordance with these provisions and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act* shall be entitled to receive the Public Service Award under Article 34 of the Collective Agreement in addition to the severance payment under Clause 3.1 provided that the maximum combined payment does not exceed fifty two (52) weeks.
- 3.4 An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the Government of Nova Scotia, will be required to repay a portion of the severance. The repayment amount will be calculated on a pro-rated basis by considering the number of weeks on which the severance was based and the number of weeks remaining in such period.
- 3.5 Employees accepting severance payment under this Memorandum, will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation and benefits from the Employer.

4.0 Reasonable Offers of Alternative Employment

- 4.1 Where, following the placement/displacement process in article 37.16, an employee has not been offered a position with an equivalent maximum salary, an employee shall be made a reasonable offer of alternative employment in accordance with the following:
 - i) an employee with less than three years of service shall be offered a position with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay;
 - ii) an employee with three or more years of service shall be offered a position in the same geographic location with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay; or shall be offered two positions in different geographic locations with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay.
- 4.2 Where an employee accepts placement pursuant to clause 4.1 and the rate of pay is less than the employee's current rate of pay, the employee's rate of pay shall not be reduced and the employee will be eligible to receive pay increments in the new position and any negotiated increases in rates of pay up to the maximum rate for the new position. If an employee's rate of pay is greater than the maximum rate in the new position, the employee's rate of pay will not be reduced, but the employee will be red circled.

4.3 Should an employee refuse placement in accordance with article 4.0, the employee shall be deemed to be laid off and placed on the recall list.

5.0 Application

For the purposes of this Memorandum, “employee” means a permanent employee, or a term employee with three (3) or more years of service.

MEMORANDUM OF AGREEMENT #4 – HEALTH AND DENTAL SEASONAL EMPLOYEES

The Union will conduct a vote of the seasonal employees who work more than four (4) months and less than six (6) months. If the majority favour benefit coverage and NSGEU approves, all employees in this category (except those that could be exempted under the current policy) will be enrolled in the plan effective the commencement of the employee's seasonal employment in 2011. Where the majority of such employees agree to mandatory health and dental coverage and NSGEU approves, the Collective Agreement would be amended .

LETTER OF UNDERSTANDING #1 – FLEXIBILITY OF VACATION ENTITLEMENT

The Employer and the Union agree to meet during the term of the Agreement to discuss implementing flexibility of vacation entitlement for employees who are appointed to the civil service in mid career.

*** LETTER OF UNDERSTANDING #2 – WORKING FROM HOME/ TELEWORK OPTIONS**

The Employer and Union agree to meet within six (6) months of the signing of the new Collective Agreement to discuss telework options for Bargaining Unit Employees.

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