

**AGREEMENT**

**between**

**HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE of NOVA SCOTIA**

**represented by the**

**MINISTER OF JUSTICE**

**and the**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

**November 1, 2006 - October 31, 2009**

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**\*Denotes changes from previous contract**

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## **ARTICLE 1 - APPLICATION**

This agreement shall apply to all adult correctional facilities.

## **ARTICLE 2 - PURPOSE OF AGREEMENT**

- (1) Whereas the parties are desirous of entering into a collective agreement with the following broad objectives in mind:
  - (a) to maintain and improve the harmonious relations and conditions of employment between the Employer and Union;
  - (b) to provide for the safe custody and security and the rehabilitation of offenders and for integration of offenders in the community while at the same time providing adequate safeguards for the community;
  - (c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, safety and other matters;
  - (d) to encourage efficiency in the operation of correctional facilities in the Province of Nova Scotia; and
  - (e) to promote the morale, well-being, security, and safety of all the employees in the bargaining unit.
- (2) And whereas it is now desirable that all matters pertaining to the working conditions of the employees in the bargaining unit be drawn up in an Agreement, now, therefore, the Employer and the Union agree as follows:

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Unless it is otherwise provided in this collective agreement, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, reclassify, transfer, promote, demote, lay off, transfer and assign employees, determine the location of work and suspend or otherwise discipline an employee, provided that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause may be the subject of a grievance and dealt with as provided in this agreement.

- (c) without restricting the generality of the foregoing, immediately discipline an employee who is found guilty of any of the following offences:
  - (i) consuming intoxicating liquor during working hours, reporting for work or being at work in an intoxicated condition;
  - (ii) falsely and fraudulently claiming or reporting illness;
  - (iii) stealing, giving away or appropriating to that person's own use or that of another person, any money, supplies, materials or other property of value belonging to the Employer--whether property is of value or not is to be determined by the Superintendent of the facility;
  - (iv) refusing to obey a legitimate order from management or, without undue provocation, is insubordinate to representatives of management;
  - (v) making the affairs of the facility or any occurrence therein or any matter relating to an inmate or the conduct of any employee the subject of conversation or gossip, or imparting to any person any information as to such matters except when required to do so in the discharge of that person's duty by the Employer or the Superintendent of the facility;
  - (vi) bringing any intoxicating liquor or drug onto the facility premises or allowing the same to be brought in, except where the same is prescribed by a licensed medical practitioner for the use of the employee;
- (d) manage and operate its facilities in all respects and without restricting the generality of the foregoing, to select, control and direct the use of all materials required in the operation of the facility, to require suitable dress, to schedule the work and services to be provided and performed, to make, alter and enforce rules, regulations and standing orders governing the conduct of employees and the use of materials, equipment and services as may be deemed necessary in the interests of the safety and well-being of inmates of the facility and of the public.

#### **ARTICLE 4 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent, pursuant to provisions of the *Corrections Act*, of bargaining unit employees in Adult Corrections.

#### **ARTICLE 5 - UNION SECURITY**

- (1) It shall be a condition of employment with the Employer that all employees shall be and remain members in good standing of the Union upon commencing employment.

- (2) A representative of the Union shall be allowed a maximum of one hour within regular working hours, without loss of pay to the representative or the employee being interviewed, to interview each employee during the first month of employment for the purpose of acquainting the employee of the benefits and duties of Union membership.
- (3) The Employer shall provide and designate the location for at least one bulletin board at each correctional facility for the use of the Union. The Union shall be entitled to use such bulletin boards to post notices concerning the affairs of the Union.
- (4) The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may reasonably be required for collective bargaining purposes.
- (5) The Employer agrees to supply each employee with a copy of this agreement.

#### **ARTICLE 6 - CHECK-OFF**

- (1) The Employer shall deduct from the wages of all employees, all union dues, initiation fees, employee's contributions to insurance, medical, long term disability and dental plans, and all other non-political assessments from time to time levied by the Union on its members and such deductions shall be transmitted monthly approximately fifteen (15) days after each four (4) week cycle, to the Union, accompanied by a list of employees showing their respective deductions.
- (2) The Employer shall make deductions in the amounts from time to time specified, by a notice in writing from the Union and such written notice shall be deemed to be sufficient evidence to the Employer that such deductions have been levied by the Union on its members.

#### **\*ARTICLE 7 - NO DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any employee. The Employer and the Union and any person acting on their behalf shall not discriminate against any employee on the basis of the prohibited grounds set out in the *Human Rights Act* except as authorized by law. This includes any discrimination by reason of membership or non-membership in the Union or discrimination in any activities on behalf of the Union except as authorized by law.

#### **\*ARTICLE 8 - INTERPRETATIONS AND DEFINITIONS**

- (1) **Definitions**

- (a) “Act” means Corrections Act.
- (b) “Employee” means a person who is employed on a full-time, regular part-time or part-time basis.
- (c) “Employer” means Her Majesty the Queen in Right of the Province of Nova Scotia through the agency of the Minister of Justice.
- (d) “Bargaining unit” means a group of employees working at adult correctional facilities within the Province of Nova Scotia with respect to whom the Union is the recognized bargaining agent.
- (e) “Board” means Correctional Facilities Employee Relations Board.
- (f) “Permanent employee” means an employee who has completed his probationary period.
- \*(g) “Probationary employee” means an employee who has not completed his/her probationary period as defined in article 12(1) and 9(2)(e).
- (h) “Full-time employee” means an employee who works on a full-time basis.
- (i) “Part-time employee” means an employee who has no guaranteed hours of work.
- (j) “Regular part-time employee” means an employee who is guaranteed regularly scheduled shifts averaging less than forty (40) hours per week.
- (k) “Casual employee” means a person employed on a casual basis for less than twelve (12) continuous months, as defined in Section 6 of Schedule 'A' of the *Corrections Act*.
- (l) “Member” means a member of the Correctional Officers Union of Nova Scotia, Local 480, of the Nova Scotia Government & General Employees Union.
- (m) “Union” means the Nova Scotia Government & General Employees Union.
- (n) “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 place of employment of the employee.
- (o) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.

(2) **Gender**

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

**\*ARTICLE 9 - PART-TIME EMPLOYEES**

- (1) All provisions of this Collective Agreement apply to part-time employees with the exception of the following:

Article 12 - Probationary Period

Article 16 - Hours of Work

Article 17 - Overtime

Article 18- Call Back

Article 19- Court Time

Article 20 - Holidays

Article 21 - Vacations

Article 22 - Sick Leave

Article 30 - Pre-paid Leave

Article 34 - Public Service Award

Article 43 - Seniority

Article 44 - Layoff & Recall

- (2) Notwithstanding Article 9(1), part-time employees shall be governed by the following provisions:

- (a) statutory holidays, vacation leave, compensation for injury on duty leave, pregnancy/parental/adoption leave and allowance and bereavement leave shall be pro-rated.
- (b) The Employer shall pay an overtime rate of time and one half (1½) for all hours worked in excess of forty-eight (48) hours per week.
- (c) Part-time employee hours shall be allocated on an equitable basis.
- (d) Part-time employees shall be paid at their regular rate of pay for time required in court pursuant to their duties.
- (e) Probationary period of part-time employees shall be a minimum of two thousand and eighty (2080) hours or twelve calendar months, whichever is greater.
- (f) Part-time employees shall be covered by the provisions of the *Workers' Compensation Act*.

- (g) Retired employees shall have an opportunity of applying for part-time work.
- (h) Part-time employees shall be given as much notice as is reasonably possible of the requirement to work.

#### **ARTICLE 10 - REGULAR PART-TIME EMPLOYEES**

- (1) All provisions of this Collective Agreement apply to regular part-time employees with the exception of Article 17 - Overtime.
- (2) Notwithstanding Article 10(1), the Employer shall pay an overtime rate of time and one half (1½) for all hours worked in excess of forty-eight (48) hours per week.

#### **ARTICLE 11- CASUAL EMPLOYEES**

The Employer agrees that there shall be no casual employees unless expressly agreed in writing by the Union.

#### **ARTICLE 12 - PROBATIONARY PERIOD**

- (1) Every new employee shall serve twelve (12) months of probationary period during which he/she may be dismissed without recourse to the grievance procedure, unless the Union, through the grievance procedure, establishes a clear case of discrimination, as set out in this agreement.
- (2) After completion of the twelve (12) month probationary period, seniority shall be effective from the first day of employment.

#### **\*ARTICLE 13 - TERM APPOINTMENTS**

##### **(1) Term Appointments**

The Employer may, where it is anticipated that a vacancy or project will exceed one (1) year, but will not exceed thirty-six (36) months in duration, appoint on a term basis employees required to fill the vacancy or carry on the project. The term appointment shall not exceed thirty-six (36) consecutive months, unless mutually agreed otherwise by the parties. In the absence of mutual agreement, and for greater certainty, the term position shall be terminated upon attainment of the thirty-six (36) month period.

The term position shall be posted and/or filled in accordance with the relevant provisions of the Collective Agreement.

(2) **Termination of Term Appointment**

The Employer may terminate a term appointment at any time.

(3) **Termination Notice**

If the employee's appointment to a position on a term basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the employee in writing not less than ten (10) days prior to the date the term appointment will be terminated.

(4) **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 13(3), shall continue to receive his/her pay for the number of days prior to the date the term appointment is terminated.

(5) **Written Reasons for Termination**

An employee employed in a position on a term basis shall be given the reasons for termination in writing, if he/she so requests, within the period of notice pursuant to Article 13(3).

(6) **Permanent Employees Appointed to Term Positions**

Permanent employees who are appointed to term positions within the bargaining unit shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a position in their same classification and same geographic location.

(7) **Part-time Employees Appointed to Term Positions**

Part-time employees who are appointed to term positions within the bargaining unit shall revert to the part-time roster, with their original date of hire, at the expiry of the term assignment.

Part-time employees who are appointed to term positions may accept appointments to permanent full-time positions during the course of the term appointment.

(8) **Rights and Benefits**

Employees appointed to a term position are entitled, where eligible, to the rights and benefits of the Collective Agreement.

## **ARTICLE 14 - REASSIGNMENT & JOB POSTING**

### **(1) 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, institution and geographic location. 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.
- (e) Before a grievance on reassignment is referred to adjudication the circumstances are to be reviewed by the MER (Executive level).

### **(2) Job Posting**

- (a) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where employees in the bargaining units work.
- (b) 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.
- (c) Where no full-time bargaining unit applicant is determined to be qualified by the Employer, the Employer will proceed to consider part-time bargaining unit applicants. The part-time employee, with the earliest date of hire in the correctional facility where the full-time vacancy exists, and who is determined to be qualified, will be offered the position. Where no part-time employee is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.

### **(3) Filling Vacancies**

Where it is the opinion of the Employer that:

- (a) a vacancy can be filled from within,

- (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 seniority.

## **ARTICLE 15 - TRANSFERS**

No employee shall be forced to transfer from one correctional facility to another except by mutual consent of the parties.

## **ARTICLE 16 - HOURS OF WORK**

### **(1) Normal Work Week**

The normal work week for employees shall be forty (40) hours per week, or two thousand eighty (2080) hours per annum, which may be averaged over up to a 52-week period.

### **(2) 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.

### **(3) No Guarantee of Hours**

- (a) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum and maximum hours of work, but is the basis for computing overtime.
- (b) An employee who is authorized to work and who does work hours in excess of their scheduled shift or shift schedule shall be eligible for overtime.

### **(4) No Split Shifts**

The Employer agrees there will be no split shifts.

## **ARTICLE 17- OVERTIME**

- (1) The Employer shall pay an overtime rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of the scheduled shift or shift schedule.
- (2) A period of fifteen (15) minutes and not more than thirty (30) minutes 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, but periods of less than fifteen (15) minutes shall not be counted as overtime.

- (3) For the purpose of computing the hourly rate of pay, two thousand eighty (2,080) hours shall be divided into the employee's annual salary.
- \* (4)
  - (a) All employees have the option of taking equivalent time off in lieu of payment for overtime hours worked, but it is expressly agreed that equivalent time off means one and one half (1½) hours off for each hour of overtime. Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the fiscal year in which the overtime was worked, compensation for overtime shall be paid.
  - (b) Where operational requirements permit, the Employer may authorize an extension of such time limits provided in (a) above.
  - (c) The days which may be taken off in lieu of overtime shall be agreeable between the employee and the Employer.
- (5) Employees shall not be entitled to overtime pay unless their overtime work is authorized by the Employer.
- (6) Subject to operational requirements, 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 Employer.
- (7) Notwithstanding (1) and (4) above, overtime compensation in relation to training and committee participation and the 104 hours described in Letter of Understanding #7, shall be at a straight-time rate.

#### **ARTICLE 18 - CALL BACK**

- (1) All employees called out to duty during off duty hours, shall be paid a minimum of four (4) hours at time and one-half (1 ½) for each such call out.
- (2) A call out occurs after an employee has reported off duty and before he/she is next scheduled to report for duty.
- (3) The option of taking time off in lieu of payment for call out shall apply to call out in the

same manner as overtime.

## **ARTICLE 19 - COURT TIME**

- (1) Any employee required to make an off-duty attendance at court as a result of his/her duties at the facility, shall receive not less than four (4) hours pay at the rate of time and one-half (1½) the regular hourly rate of pay for each such attendance.
- (2) If attendance is required for longer than four (4) hours, the employee shall be paid for his/her full time at the rate of time and one-half (1½) the regular hourly rate of pay.
- (3) The option of taking time off in lieu of payment shall apply to court time in the same manner as overtime.
- (4) All employees summoned or subpoenaed to court to give evidence either for or against an inmate at the facility, shall be paid court time so long as the matter with respect to which evidence is to be given relates to or arose out of the employee's duties at the facility.

## **\*ARTICLE 20 - HOLIDAYS**

### **(1) The holidays for employees shall be:**

- |                    |                      |
|--------------------|----------------------|
| (a) New Year's Day | (f) Labour Day       |
| (b) Good Friday    | (g) Thanksgiving Day |
| (c) Easter Monday  | (h) Remembrance Day  |
| (d) Victoria Day   | (i) Christmas Day    |
| (e) Canada Day     | (j) Boxing Day       |
- (k) 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, in any area where in the opinion of the Employer no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) 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.
- (m) holiday benefits are to be converted to eight (8) hours, i.e. one holiday equals eight (8) hours.

### **(2) Exception**

Article 20(1) does not apply to an employee who is absent without pay on both the

working day immediately preceding and the working day following the designated holiday.

**\* (3) 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 **another mutually acceptable day between the Employer and the employee.**

**(4) Holiday Coinciding with Paid Leave**

Where a day that is a designated holiday for an employee as defined in Article 20(1) falls within a period of approved leave with pay, the holiday shall not count as a day of leave.

**(5) Compensation for Work on a Holiday**

(a) Where an employee is regularly scheduled to work and the regularly scheduled day of work falls on a paid holiday, as defined in Article 20(1), the employee shall receive compensation in addition to his/her regular pay, of eight (8) hours straight time or eight (8) hours time off in lieu.

(b) Where time off with pay in lieu of the holiday has not been granted prior to December in any given year, compensation shall be granted at the employee's regular rate of pay.

**(6) Overtime on a Holiday**

Where an employee is required to work overtime on a paid holiday, as defined in Article 20(1), the employee will receive compensation equal to three (3) times the regular rate as follows:

(a) compensation at two (2) times the regular rate, 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 6(b) above, the compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

**(7) Time Off in Lieu of Holiday**

In no case shall the total time off in lieu of the holiday referred to in 5(b) and 6(b) above exceed eight (8) hours.

(8) **Definition of Holiday**

(1) **“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 four (4) hours of the shift fall 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 a.m. of a day designated as a holiday in this Agreement.

**ARTICLE 21 - VACATIONS**

**\* (1) Annual Vacation Entitlement**

An employee shall be entitled to receive annual vacation leave with pay:

- (a) each year during the first seven (7) years of service at the rate of fifteen (15) days,
- (b) each year after seven (7) years of service at the rate of twenty (20) days, and
- (c) each year after seventeen (17) years of service at the rate of twenty-five (25) days; and
- (d) each year after twenty-four (24) years of service at the rate of thirty (30) days; and
- (e) one (1) day pursuant to (1)(a), (b)(c) and (d) above equals eight (8) hours.

(2) **Vacation Year**

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

(3) **Authorization**

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

(4) **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 Employer in writing of his/her vacation preference as soon as possible for the following vacation year but before March 31st in each year. The Employer will respond in writing by April 30th indicating whether or not the employee's

vacation request is authorized.

- (b) Preference of vacation schedule shall be given to those employees with greater seniority; however, those employees must have six (6) months service in the institution in which they are employed, before they can use seniority to provide priority for selection of vacations.

(5) **Employee Request**

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

- (a) give the reason for the 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.

(6) **Unbroken Vacation**

Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee their request to enjoy the vacation entitlement in a single unbroken period of leave.

(7) **Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than forty (40) hours may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of the year. Requests for carry over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

(8) **Accumulative Vacation Carry Over**

An employee, with the approval of the Employer, may be granted permission to carry over forty (40) hours of vacation leave each year to a maximum of one hundred and sixty (160) hours if, in the opinion of the Employer, it will not interfere with the efficient operation of the facility.

(9) **Use of Accumulated Vacation Carry Over**

The vacation leave approved pursuant to Article 21(8) shall be used within five (5) years subsequent to the date on which it was approved, and shall lapse if not used within that period unless an extension is approved by the Employer.

(10) **Borrowing of Unearned Vacation Credits**

With the approval of the Employer, an employee who has been employed in Adult Corrections for a period of five (5) years or more, may be granted forty (40) hours from vacation leave of the next subsequent year.

(11) **Employee Compensation Upon Separation**

An employee, upon separation from Adult Corrections, shall be compensated for unused vacation.

(12) **Employer Compensation Upon Separation**

An employee, upon separation from Adult Corrections, shall compensate the Province for vacation which was taken, but for which the employee was not entitled.

(13) **Vacation Credits upon Death**

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

(14) **Vacation Records**

An employee is entitled once each fiscal year to be informed, upon request, of the balance of their vacation leave with pay credits.

(15) **Recall from Vacation**

The Employer will make every reasonable effort not to recall an employee to duty after the employee has commenced vacation leave.

(16) **Reinstatement of Vacation upon Recall**

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Article 21(15) shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

(17) **Call Back During Vacation**

All employees called back during vacation shall receive three (3) days leave or three (3) days pay at the option of the employee, for each day or portion of a day of vacation lost.

## **ARTICLE 22 - SICK LEAVE**

### **(1) 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 twenty-four (24) consecutive working hours may be granted leave with pay up to a maximum of one hundred and forty-four (144) working hours 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 one hundred and forty-four (144) working hours entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

### **(2) 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 twenty-four (24) consecutive working hours, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
  - (i) for employees with less than one (1) year's service, at 100% of normal salary for the first one hundred and sixty (160) hours of absence and thereafter at 75% of normal salary for the next six hundred and forty (640) hours of absence;
  - (ii) for employees with one (1) or more years of service, at 100% of normal salary for the first three hundred and twenty (320) hours of absence and thereafter at 75% of normal salary for the next four hundred and eighty (480) hours of absence;
  - (iii) 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 22(2)(a) applicable during the year in which

the short-term illness commenced.

**(3) Recurring Disabilities**

- (a) An employee who returns to work after a period of short-term illness leave and within two hundred and forty (240) consecutive working hours, again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 22(2)(a).
- (b) An employee who returns to work after a period of short-term illness leave and after working two hundred and forty (240) or more consecutive working hours, 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 22(2)(a).
- (c) An employee who returns to work after a period of short-term illness leave and within two hundred and forty (240) consecutive working hours, 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 22(2)(a).
- (d) The provisions of Article 22(3)(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 22(2)(a). Trial periods shall be as determined by the Joint Rehabilitation Committee, but in no case shall the trial period exceed three (3) months.

**(4) 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 23 of the Agreement or in the case of circumstances covered under Article 22(5).
- (d) working any or all of the 104 hours described in Letter of Understanding # 6, regardless of whether they are construed as regularly scheduled or not.

**(5) 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 provisions of Article 44.

- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 22 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 22(5) shall include any benefits payable in accordance with the Long Term Disability Plan.

**(6) 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.

**(7) 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 22 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

**(8) 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.

**(9) Sick Leave Application**

Application for sick leave for a period of more than twenty-four (24) consecutive working hours, but not more than forty (40) consecutive working hours, 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 forty (40) consecutive working hours, it shall be

supported by a certificate from a medical practitioner.

(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.

(11) **Unearned Credits Upon Death**

When the employment of an employee who has been granted more sick leave 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.

(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.

(13) **Deputy Head Approval**

An employee may be granted sick leave with pay when he/she is unable to perform his 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.

(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.

(15) **Alternate Medical Practitioner**

For the purpose of this Article, the Employer may require that the employee be examined by an alternate medical practitioner.

## **ARTICLE 23 - UNION REPRESENTATION AND UNION LEAVE**

- (1) The Employer acknowledges that the Union will appoint or elect various persons to represent the Union in its dealings with the Employer. The Union shall supply the Employer with the names of such representatives including the executive of the Union, the executive, members of Management-Employee Relations Committee and grievance committee for each adult correctional facility, the members of the Union bargaining

committee, and any other duly authorized representative of the Union.

- (2) No individual employee or group of employees shall be required or permitted by the Employer to represent the Union at meetings with the Employer without proper authorization of the Union and no individual employee or group of employees shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this agreement.
- (3) Employees shall have the right to have the assistance of representatives of the Union when consulting or negotiating with the Employer. Such representatives shall have access to the various adult correctional facilities subject to operational requirements in order to investigate and assist in the settlement of grievances, to participate in negotiations and any other meetings with the Employer.
- (4) Where operational requirements permit, the Employer shall grant to four (4) employees who are representatives of the Union leave of absence with pay for contract negotiations with representatives of the Employer.
- (5) Where operational requirements permit, the Employer shall grant to employees who are representatives of the Union leave of absence with pay in order to appear as a witness before an adjudication board.
- (6) The Employer shall grant to employees leave of absence with pay for representation at Step 1 of the grievance procedure.
- (7) Where operational requirements permit and on reasonable notice, in addition to the leave provided under sub-articles (4) to (6), the Employer shall grant one thousand (1000) hours in total leave of absence with pay each year to the Union for distribution among employees at the discretion of the Union, for the purpose of those employees attending to Union business other than referred to in sub-articles (4) to (6).

#### **ARTICLE 24 - MANAGEMENT-EMPLOYEE RELATIONS COMMITTEES CORRECTIONAL FACILITIES**

- (1) A management-employment relations committee shall be maintained for each correctional facility.
- (2) The committee shall be composed of four (4) members of equal representation, two (2) members representing the Union and two (2) members representing the Employer, of which one of the two (2) Union members is either the sub-local President or the sub-local Director.
- (3) The committee shall meet as mutually agreed between the Employer and the Union.
- (4) The Superintendent of each facility shall be chairperson of the committee and shall preside at all meetings, provide each member of the committee with notice of meetings

along with an agenda for all matters which either the Employer or the Union wish to have discussed at the meeting, and shall keep minutes of all meetings and forward them to members of the committee and the Union.

- (5) Union committee members shall be allowed time off with pay to attend committee meetings subject to operational requirements.

## **ARTICLE 25 - MANAGEMENT-EMPLOYEE RELATIONS COMMITTEE EXECUTIVE LEVEL**

- (1) An executive level management-employee relations committee shall be formed within one (1) month following the signing of this agreement.
- (2) This committee's mandate shall include joint consultation regarding the development of correctional services in adult correctional facilities and shall include discussions on such issues as organizational structure, training and development, career opportunity, and generally the development of uniform minimum standards for adult correctional facilities. The committee may also discuss pension issues and work toward the development of programs to assist staff in their day to day working environment. The committee may also address any other issues it deems necessary for the good order of adult correctional facilities and staff therein.
- (3) A minimum of four (4) members of the committee shall be appointed by the Union and a minimum of four (4) members shall be appointed by the Employer, and each party shall notify the other, in writing of the names of its nominees within one (1) month of the signing of this agreement.
- (4) The committee shall meet on a regular basis as determined by the Employer and the Union.
- (5) The committee shall select a chairperson who shall act in this capacity for twelve (12) months and whose duty shall be to preside at all meetings and provide each member of the committee with notice of meetings along with an agenda for all matters which either the Employer or the Union wish to have discussed at the meeting.
- (6) Union committee members shall be allowed time off with pay to attend committee meetings.
- (7) The Employer shall pay the traveling expenses of employees traveling from outside metro.
- (8) The Employer shall keep minutes of all meetings and forward them to members of the committee and the Union.

## **ARTICLE 26 - LEAVE OF ABSENCE**

Special leaves of absence may be granted by the Superintendent at his/her discretion.

## **\*ARTICLE 27 - PREGNANCY/PARENTAL/ADOPTION LEAVE AND ALLOWANCE**

### **27.01 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 27.01 (d).
- (f)** A pregnant employee shall provide the Employer with at 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 27.01 (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 27.01 (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 27.01 (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 27.01, 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 27.01.
- (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 27.01 may be granted in accordance with the provisions of Article 22.

**27.02 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 (EI) 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, payment 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 (5) five 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 the period.

- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) 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-seven (27) pay periods 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 is required to remit to Human Resources and Social Development Canada where her annual income exceeds one and one-half ( $1\frac{1}{2}$ ) 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) week allowance.

### **27.03 PARENTAL LEAVE**

#### **\*(a) Parental Leave**

Subject to 27.03 (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 27.01 (g) or (h).

#### **(b) Parental Leave following Pregnancy Leave**

For an employee who has taken pregnancy leave pursuant to Article 27.01 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 27.01.

**(c) Parental Leave other than in Article 27.03(b)**

For an employee other than one to whom Article 27.03 (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 27.03(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 27.03 (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 27.03.
- (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 two (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.

**\*27.04 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 27.04 (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) The 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 27.04(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 27.04.

**\*27.05 PARENTAL & 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 an 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 Benefit (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 (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 his/her 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-seven (27) pay periods by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where the employee becomes eligible for a salary increment or pay increase during the benefits 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 Social Development Canada where her/his annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the Employment Insurance Act.

#### **27.06 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.

#### **ARTICLE 28 - BEREAVEMENT LEAVE**

- (1) Should a death occur in an employee's immediate family, (spouse, son, daughter, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, or relative who, until death resided with the employee), he/she may request a leave of absence and he/she shall be granted five (5) consecutive working days (8 hour days) with pay for the purpose of enabling the employee to look after funeral arrangements and for attending at the funeral provided that pay

for such leave of absence shall be for regularly scheduled shifts actually missed.

- (2) Three (3) eight (8) hour days bereavement leave with pay shall be granted to an employee, for the purpose of attending the funeral of a grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, provided that such a day is a normal working day.
- (3) The benefits under this Article are not merely compensation for time lost while on bereavement leave, but are separate benefits to employees which cannot be offset against other benefits payable under this agreement.
- (4) Notwithstanding the benefit level of five (5) days set out in (1) above, 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.

#### **\*ARTICLE 29 - 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 the 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 (2<sup>nd</sup> Sess.), c. 4, s. 2.

#### **\*ARTICLE 30 -PREPAID LEAVE**

##### **(1) 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.

##### **(2) Terms of Reference**

- (a) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (b) A suitable replacement for the employee on leave will be obtained where required, and the 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.
- (c) Applications under this Plan will be not be reasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (d) It is understood that the Plan shall comply with Canada Revenue Agency requirements.

**(3) Eligibility**

Any permanent employee is eligible to participate in the Plan.

**(4) Application**

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

**(5) Leave**

- (a) The period of leave will be a period of no less than six (6) months and no more than twelve (12) months.
- (b) 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.
- (c) 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.

**(6) Payment Formula and Leave of Absence**

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

- (a) During the deferral period of the Plan, preceding the period of 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.

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

**(7) Benefits**

- (a) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan.
- (b) 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.
- (c) While on leave, any benefits relate 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.
- (d) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Superannuation deductions shall be made on the salary the employee would have received had he/she not entered the Plan or gone on leave.

- (f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

**(8) Withdrawal**

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

**(i) Written Contract**

- (a) 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.
- (b) 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.

**ARTICLE 31 - COMPENSATION FOR INJURY ON DUTY**

- (1) 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.

**(2) Injury Pay Provisions**

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 at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to top-up injury on duty pay to

eighty-five percent (85%) of net average earnings, as provided for in Section 49 of the *Workers' Compensation Act*.

**(3) 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.

**(4) 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.

**(5) Alternate Medical Practitioner**

For the purpose of Articles 31(3) and 31(4), the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

**ARTICLE 32 - MEDICAL, DENTAL & INSURANCE COVERAGE**

- (1) The Employer agrees to pay sixty-five (65%) of the cost of the medical, dental and insurance plans.
- (2) It shall be a condition of employment that all full-time employees become members of the medical, dental and insurance plans. An employee may be granted an exemption to participate in the medical/dental plan in circumstances where proof of alternate coverage, satisfactory to the Employer, exists.

**ARTICLE 33 - SURVIVORS BENEFIT**

In the event that an employee dies as the direct result of injuries sustained in the course of employment and caused by the criminal act of an inmate or inmates, the Employer shall pay to the estate of the deceased employee a survivor's benefit as defined in this Article, provided that:

- (a) at the time of the act, the employee was lawfully performing his/her duties in the course of his/her employment.
- (b) the estate of the deceased employee has waived any and all claims against the Employer arising out of or from the death of the employee.

Subject to the foregoing, the Employer shall pay to the estate of its deceased employee a cash amount

equivalent to three (3) times the net annual salary of the employee at the time of his/her death.

## **ARTICLE 34 - PUBLIC SERVICE AWARD**

### **(1) Public Service Award**

- (a) A full-time 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 prorated 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:

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

### **(2) Entitlement**

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total employment service.
- (b) Total employment service shall include completed calendar months of full-time employment service with adult corrections, and may include total accumulated completed calendar months of unbroken full-time employment with an adult correctional facility operated by a municipal employer in Nova Scotia prior to 1986, provided the former municipal employer did not provide or is not obligated to provide the employee with a comparable service award or severance payment based on the employment service with the municipal employer. If such an award has been paid or is payable at a future date, the amount of the Public Service Award entitlement payable under this agreement shall be reduced by the amount of the award paid or payable by the former municipal employer.

Total employment service shall not include partial calendar months of service, periods when an employee was on a leave without pay, periods when an employee was receiving LTD benefits, and periods when an employee was serving a disciplinary suspension without pay.

### **(3) 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.

(4) **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.

(5) **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 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 - SALARIES**

- \* (1) Effective November 1, 2006, all pay scales to be increased by 2.9%, as set out in Appendix A-1;
  - (2) Effective November 1, 2007, all pay scales to be increased by 2.9%, as set out in Appendix A-1;
- and
- (3) Effective November 1, 2008, all pay scales to be increased by 2.9%, as set out in Appendix A-1.

(4) **Anniversary Date (Step Increments)**

The anniversary date of an employee shall be the first day in which the full-time employment occurs. The anniversary date will only change 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 the Agreement.

#### **\*ARTICLE 37 - SHIFT PREMIUM**

- (1) (a) Effective January 1, 2009, an employee shall receive a night premium of one dollar (\$1.00) 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.
- (b) Effective January 1, 2009, an employee shall receive a weekend premium of seventy-five cents (\$0.75) 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 am on Saturday and 7:00 am on Monday.

#### **(2) No Pyramiding**

An employee shall not be entitled to claim both the night premium and weekend premium for the same hours worked.

#### **ARTICLE 38 - TRAVEL REGULATIONS**

- (1) An employee who is authorized to use a privately owned automobile on the Employer's business shall be paid a mileage allowance in accordance with the rates as laid down by Order-in-Council from time to time.
- (2) Reasonable expenses incurred by employees on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval.

#### **ARTICLE 39 - PERFORMANCE REVIEW AND PERSONNEL FILE**

- (1) The Employer shall make the personnel file of any employee available to that employee for review upon his/her request.
- (2) 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.
- (3) The Employer will notify an employee in writing where during the period between the formal

performance evaluation process, the Employer has observed that certain aspects of an employee's performance require improvement.

## **ARTICLE 40 - DISCIPLINE AND DISCHARGE**

### **(1) 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.

### **(2) Notification**

(a) Where an employee is disciplined, suspended without pay or discharged, the Employer shall, within ten (10) days of the suspension or discharge notify the employee in writing by registered mail or personal service stating the reason for the suspension or discharge.

(b) The Employer will notify the Union when an employee is suspended or discharged.

### **(3) Grievances**

Where an employee alleges that he/she has been suspended or discharged in violation of Article 40(1), he/she may invoke the grievance procedure including provisions for adjudication.

### **(4) Reinstatement**

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 40(1) 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 41 - NOTICE OF RESIGNATION**

### **(1) Notice of Resignation**

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

### **(2) Failure to Give Notice**

An employee who fails to give notice required by paragraph (1) shall be struck from the payroll effective the date 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.

(3) **Absent Without Permission**

- (a) An employee who is absent from his/her employment without permission for ten (10) consecutive calendar 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 Employer of the reason for his/her absence.

**ARTICLE 42 - GRIEVANCE PROCEDURE**

(1) **Grievances**

Where a difference arises between an employee and/or the Union and the Employer relating to the interpretation, application, or administration of this Agreement, or where an employee(s) feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, including any question whether or not a matter is adjudicable, or where an allegation is made that this Agreement has been violated or that an employee has been demoted, discharged, suspended, or disciplined without just and sufficient cause, then such differences and allegations may be made the subject of a grievance(s) adjudicable in accordance with procedures and conditions set out in Sections 29 through 33 inclusive of Schedule "A" to the *Corrections Act*, Chapter 6, S.N.S. 1986, and in accordance with the following procedures:

(2) **Informal Step**

- (a) An employee(s) who feels that he/she has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his supervisor in charge no later than twenty-five (25) 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 five (5) working 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 person designated by the Employer as the first, second, or third level of the grievance procedure, 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.

(3) **Union Approval**

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

(4) **Grievance Procedure**

The following grievance procedure shall apply:

**Step One**

If the employee(s) or the Union is not satisfied with the decision of the supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present his/her grievance in writing to the superintendent. If the employee(s) does not receive a satisfactory settlement within ten (10) working days from the date on which he/she presented his grievance to the superintendent, the employee(s) may proceed to Step Two.

**Step Two**

Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee(s) may present his/her grievance in writing either by personal service or by mailing by registered mail to the person designated by the Employer as the second level in the grievance procedure. If the employee(s) does not receive a reply or satisfactory settlement of his/her grievance from the person designated by the ten (10) working days from the date on which his/her grievance was received at the second level, the employee(s) may proceed to Step Three.

**Step Three**

Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee(s) may present his/her grievance in writing to the Deputy Head of the Department of Justice. Any proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is presented to the Deputy Head. The Deputy Head shall reply in writing to the employee(s) within fifteen (15) working days from the date the grievance was presented to him/her.

(5) **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.

(6) **Adjudication**

Where an employee has presented a grievance up to and including the final level of the grievance procedure with respect to the application and interpretation of the provisions of this

collective agreement and the grievance has not been dealt with to his/her satisfaction, the employee(s) may refer the grievance to Adjudication.

(7) **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.

(8) **Time Limits**

In determining the time in which any step under the foregoing proceedings 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.

(9) **Amending of Time Limits**

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

(10) **Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer 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 *Corrections Act* up to and including Adjudication. This section shall not apply in cases of individual grievances.

- (11) If an alleged grievance has not been referred to adjudication by an employee or the Union within ninety (90) days of the 3rd step response or within ninety (90) days of the response by the Employer in the case of a policy grievance, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

## **ARTICLE 43 - SENIORITY**

- (1) Seniority shall be defined as date of appointment. For employees appointed on April 1, 1986, who had continuous prior employment in adult corrections with a municipal employer, it shall be the date of appointment to the municipal employer.
- (2) An employee shall lose seniority in the event that:
- (a) the employee is discharged for just cause and is not reinstated;
  - (b) the employee resigns;
  - (c) the employee is struck from the recall list in accordance with provisions of Article 44;

- (d) the employee is laid off for more than eighteen (18) consecutive months without recall.
- (3) The Employer will provide a copy of the seniority list to the Union within one (1) month of the signing date of the agreement and once per year thereafter.

#### **ARTICLE 44 - LAYOFF & RECALL**

##### **(1) Layoff**

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (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 44(8) shall apply.
- (c) Where an employee's position becomes redundant, the provisions of Article 44(8) shall apply.

##### **(2) 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 minimize the adverse effects of the decision to lay off an employee(s).

##### **(3) Layoff Procedure**

In cases where qualifications, 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.

##### **(4) Seniority Defined**

For the purposes of this Article, seniority shall be defined as date of appointment. For employees appointed on April 1, 1986 who had continuous prior employment in adult corrections with a municipal employer, seniority shall be the date of appointment to the municipal employer.

##### **(5) 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 44(10)(d);
- (d) the employee is laid off for more than eighteen (18) consecutive months without recall.

**(6) Notice of Layoff**

- (a) Forty (40) 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 in a facility, 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:
  - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
  - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
  - (iii) sixteen (16) weeks 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:
  - (i) to exercise placement/displacement rights in accordance with the procedures set out in Article 44(8);
  - (ii) to accept layoff and be entitled to recall in accordance with Article 44(10);
  - (iii) to resign with severance pay in accordance with Article 44(12). An employee who intends to exercise placement/displacement rights pursuant to 44 (6)(d) (i) above will indicate such intent to the Employer within two (2) full 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 44(6)(d)(ii) above.

**(7) Pay in Lieu of Notice**

Where the notice required by Article 44(6) is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

**(8) 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 44(1)(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
- (i) a position in the employee's same position classification, title, within the same facility;
  - (ii) if a vacancy is not available under (i) above, then a position in the employee's same position classification, title, in the closest facility with a vacancy;
  - (iii) if a vacancy is not available under (ii) above, then any position for which the employee is qualified within the same facility;
  - (iv) if a vacancy is not available under (iii) above, or the employee has declined a vacancy in accordance with the provisions of Article 44(8)(b), then any position for which the employee is qualified in the closest facility with a vacancy;
- (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 procedures under Article 44(8) 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 Article 44(8)(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 the same facility. Such displacement is subject to consideration of Article 44(3) 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) If there is no displacement opportunity pursuant to Article 44(8)(c), the employee shall have the right to displace another employee with lesser seniority who is in the same classification at the next closest adult correctional facility.
- (e) If there is no displacement opportunity pursuant to Article 44(8)(d), the employee shall have the right to be placed, subject to considerations set out in Article 44(8)(a), at any adult correctional facility.
- (f) If there is no placement opportunity pursuant to Article 44(8)(e), or if the employee has turned down a placement opportunity pursuant to Article 44(8)(b), the employee shall have the right to displace another employee with lesser seniority who is in the same classification at any adult correctional facility. Such displacement is subject to consideration of Article 44(3) and the employee to be displaced shall be the one who has least seniority among those whom the employee in receipt of layoff notice is entitled to displace.

- (g) An employee who chooses to exercise rights in accordance with Article 44(8) may elect at any step, beginning with Article 44(8)(a)(i), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 44(12).
- (h) An employee who is displaced pursuant to Article 44(8) shall be entitled to the full rights contained in this Article 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 Article 44(6), but shall be entitled only to the full number of days' notice remaining thereunder from the time the employee initially in receipt of notice exercised his/her displacement rights under this Article.
- (i) An employee will have a minimum of two (2) full days to exercise his/her rights to any of the foregoing steps of the placement/displacement procedures provided for herein.

(9) **Transfer Expenses**

An employee transferred pursuant to the provisions of Article 44 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses.

(10) **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 facility for which the employee is deemed to be qualified;
- (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 facility at the time of layoff, in which event he/she shall 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 facility 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 part-time 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 part-time work shall not in any way alter or affect the employee's employment status and, during such periods of part-time work, the employee shall remain on the recall list.

**\*(11) 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.

**(12) Severance Pay**

- (a) At the end of the twenty-four (24) month period referred to in Article 44(11), or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay as follows:
- (i) one-half ( $\frac{1}{2}$ ) month's pay, if he/she has been employed for three (3) years but less than ten (10) years;
  - (ii) one (1) month's pay, if he/she has been employed for ten (10) years but less than fifteen (15) years;
  - (iii) two (2) months' pay, if he/she has been employed for fifteen (15) years but less than twenty (20) years;
  - (iv) three (3) months' pay, if he/she has been employed for twenty (20) years but less than twenty-five (25) years;
  - (v) four (4) months' pay, if he/she has been employed for twenty-five (25) years but less than thirty (30) years;
  - (vi) five (5) months' pay, if he/she has been employed for thirty (30) or more years.
- (b) The amount of severance pay provided herein shall be calculated by the formula:  
$$\text{bi-weekly rate} \times 26/12 = \text{one month}$$
- (c) The entitlement of an employee to severance pay shall be based on an employee's total period of active employment with the Employer. For greater clarity, it does not include periods of leave without pay lasting in excess of one month, suspensions of greater than one month, or time spent in receipt of LTD benefits. An employee's total period of active employment includes full-time continuous employment in Adult Corrections with a municipal employer immediately prior to April 1, 1986, for those employees who transferred from a municipal jurisdiction to provincial government jurisdiction on April 1, 1986.

**(13) No New Employees**

No new employees 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.

**(14) Work of Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee.

**ARTICLE 45 - TRAINING**

- (1) The Employer encourages employees to participate in training and upgrading courses and the Union agrees to support and encourage attendance at training and upgrading courses.
- (2) The Employer shall pay all or part of the tuition fees for training and upgrading courses provided that such courses are approved by the Superintendent and provided that the total amount paid by the Employer including wages for all such courses in a single calendar year shall not exceed \$3,000.00. The Employer shall pay for food, accommodation and travel expenses incurred by employees attending courses, subject to the above.
- (3) The Employer shall be reimbursed by the relevant employees for the amount of tuition fees paid by the Employer if employees leave the employment of the Employer within one (1) year of the completion of any particular course.
- (4) If an employee attends a training course or upgrading course, he/she shall be paid his/her regular pay for all regular shifts missed because of the course and in addition, he/she shall be paid for all additional hours while at the course beyond his/her regular shift hours at his/her regular rate of pay (no overtime).

**ARTICLE 46 - OCCUPATIONAL HEALTH & SAFETY**

- (1) The parties agree to be bound by the provisions of the *Occupational Health & Safety Act*, S.N.S. 1996, c.7.
- (2) The parties agree to participate in the existing Department of Justice Occupational Health & Safety Master Committee.

**ARTICLE 47 - LEGAL AID AND PROTECTION**

- (1) Employees who are formally investigated and/or charged with criminal offences as outlined in Article 47(3), and depending on the circumstances of each case, the Employer will, wherever

possible and appropriate, consider reassignment options for the employee.

- (2) If an employee is accused of a criminal offence, as outlined in Article 47(3), where the police investigation proceeds beyond a preliminary stage, the Employer will consider requests to provide legal counsel. The request will be reasonably considered based on the circumstances of each case.
- (3) In all cases where an employee is sued in a civil action or charged with a criminal offence:
  - (a) as a result of his/her duties at the facility;
  - (b) while acting within the scope of his/her duties;
  - (c) when the employee is not acting in contravention of this collective agreement, or any rules, regulations or standing orders made by the Employer, and
  - (d) if the employee's actions or lack of actions are/is not unlawful or grossly negligent,

then the Employer shall provide the employee with counsel chosen by the Employer for the employee's defense to such action or charge.

- (4) Notwithstanding anything else in this Article, an employee shall be deemed to be acting within the scope of his/her duties if they make a mere error of judgement.
- (5) Each employee shall have the right at his/her own expense to retain an additional counsel of his/her choice to defend or assist in the defense of such action or charge.
- (6) The Employer shall indemnify each employee for all damages and costs awarded in court actions where the Employer is obligated by the Article to provide counsel to the employee.

The Employer waives all rights to subrogate against employees who have been so indemnified.

#### **ARTICLE 48 - ACTING CLASSIFICATIONS**

All employees who act in a classification higher than their established classification, shall receive pay at the rate of the higher classification for each shift he/she acts in that classification.

#### **ARTICLE 49 - CLASSIFICATIONS**

Any classification, reclassification, and rates of pay within the bargaining unit not covered by this Agreement, shall be negotiated between the Employer and the Union.

#### **ARTICLE 50 - MEDICAL EXAMINATION**

Any employee required to take a medical examination for superannuation or for any other purpose arising under any requirement of the Employer during his/her employment, who is dissatisfied with the decision of the Employer doctor, or that of any duly qualified physician selected for the purpose, shall have the right to be examined by his/her own physician and if disagreement results,

then after consultation with the Employer's doctor or such duly qualified physician as the case may be shall be examined by a third physician, agreeable to both previously examining physicians. Such last mentioned physician shall not be informed of the reason for such examination, but shall be required to complete a standard medical examination form in duplicate and to deliver one (1) copy thereof to the Employer doctor and one (1) to the employee but the details thereof shall only be available for submission to the Employer.

#### **ARTICLE 51 - VEHICLE COLLISION**

- (1) Employees shall not suffer any loss of pay or any other benefits under this collective agreement due to being involved in a motor vehicle accident during the course of their duties with the Employer with respect to which accident the employee is not criminally responsible or grossly negligent.
- (2) In the case of such accidents, employees shall be deemed to be not criminally responsible or grossly negligent until the employee has admitted criminal responsibility or gross negligence or until a court has determined that this is the case. Employees shall not have to repay any benefits received by him/her prior to admission to criminal responsibility or gross negligence or prior to such a determination by a court.
- (3) Employees shall not be required to use their own vehicles for transportation of inmates.

#### **ARTICLE 52 - RESOLUTIONS AND REPORTS OF EMPLOYER**

- (1) Employer shall notify Union - The Employer agrees that any reports or recommendations made by the Superintendent and/or Correctional Services dealing with conditions of employment, which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if thought necessary, of speaking to them when they are dealt with by the Employer where applicable.
- (2) Copies of Resolutions - Copies of all motions, resolutions or rules and regulations adopted by Correctional Services, which affect the members of this Union, are to be forwarded to the Union.
- (3) (1) and (2) above are subject to provisions of the *Freedom of Information and Protection of Privacy Act*.

#### **ARTICLE 53 - FUTURE LEGISLATION**

- (1) In the event that any law passed by the Legislature, applying to the employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.
- (2) A provision in a collective agreement that conflicts with a regulation affecting employees of a bargaining unit covered by a collective agreement prevails over the regulation.

## **ARTICLE 54 - BENEFIT AND BINDING**

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

## **ARTICLE 55 - RE-OPENER CLAUSE**

This agreement may be amended by the mutual consent of both parties in writing.

## **\*ARTICLE 56 - EFFECTIVE DATE OF IMPLEMENTATION**

Except as otherwise stipulated in this Agreement, revisions to this Agreement shall be effective January 1, 2009.

## **\*ARTICLE 57 - DURATION AND TERMINATION**

- \* (1) This agreement shall be in effect for a term beginning November 1, 2006 to October 31, 2009 and thereafter from year to year unless either the Employer or the Union gives notice to the other as hereinafter provided that it desires that this agreement shall be revised, modified, amended, or terminated, or that terms and conditions of a new agreement be negotiated to replace this agreement.
- (2) Such “notice” to be effective, must be in writing and served in the following manner:
  - (a) if given by the Employer, it must be served by personal service or registered mail upon the President of the Union.
  - (b) if given by the Union, it must be served by personal service or registered mail upon the Minister of Justice of Nova Scotia.
- (3) This agreement shall continue in effect beyond the termination date and shall remain in effect until a new Agreement is reached.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

ROSS LANDRY  
MINISTER OF JUSTICE

*[Signature]*  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

*[Signature]*  
JOAN JESSOME, PRESIDENT, NSGEU

*[Signature]*  
Witness

*[Signature]*  
JIM GOSS, PRESIDENT, LOCAL 480

*[Signature]*  
Witness

*[Signature]* For  
BOB BACKMAN, BARGAINING COMMITTEE

*[Signature]*  
Witness

*[Signature]* For  
JOHN LANDRY, BARGAINING COMMITTEE

*[Signature]*  
Witness

*[Signature]*  
STEVE MACDONALD, BARGAINING COMMITTEE

*[Signature]*  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

**\*APPENDIX "A"**

**CLASSIFICATIONS**

Correctional Officer  
Correctional Worker  
Classification Officer  
Administrative Clerk  
Administrative Clerk III  
Administrative Clerk V  
Maintenance Officer I  
Maintenance Officer II  
Cook  
Cook's Helper  
Food Services Officer  
Sergeant  
Materials Management Technician

**\*APPENDIX A-1**

**BI-WEEKLY AND APPROXIMATE ANNUAL RATES**

**01 - CORRECTIONAL OFFICER**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,489.96	1,552.04	1,614.18	1,676.40	1,747.38
Nov. 1, 2007	1,533.17	1,597.05	1,660.99	1,725.01	1,798.05
Nov. 1, 2008	1,577.63	1,643.36	1,709.16	1,775.04	1,850.19
Nov. 1, 2006	38,874.57	40,494.30	42,115.62	43,738.82	45,590.79
Nov. 1, 2007	40,001.94	41,668.63	43,336.97	45,007.24	46,912.92
Nov. 1, 2008	41,162.00	42,877.01	44,593.75	46,312.44	48,273.39

**02 - CORRECTIONAL WORKER**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Nov. 1, 2006	1,537.24	1,602.73	1,668.30	1,740.36	1,812.44	1,884.58
Nov. 1, 2007	1,581.82	1,649.21	1,716.68	1,790.83	1,865.00	1,939.24
Nov. 1, 2008	1,627.70	1,697.04	1,766.46	1,842.76	1,919.09	1,995.47
Nov. 1, 2006	40,108.23	41,816.80	43,527.54	45,407.68	47,288.35	49,170.66
Nov. 1, 2007	41,271.37	43,029.49	44,789.85	46,724.49	48,659.72	50,596.61
Nov. 1, 2008	42,468.24	44,277.34	46,088.76	48,079.50	50,070.85	52,063.91

**03 - CLASSIFICATION OFFICER**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Nov. 1, 2006	1,602.74	1,668.30	1,740.36	1,812.44	1,884.58	1,956.71
Nov. 1, 2007	1,649.22	1,716.68	1,790.83	1,865.00	1,939.24	2,013.45
Nov. 1, 2008	1,697.05	1,766.46	1,842.76	1,919.09	1,995.47	2,071.84
Nov. 1, 2006	41,817.09	43,527.54	45,407.68	47,288.35	49,170.66	51,052.39
Nov. 1, 2007	43,029.77	44,789.85	46,724.49	48,659.72	50,596.61	52,532.90
Nov. 1, 2008	44,277.63	46,088.76	48,079.50	50,070.83	52,063.91	54,056.35

**04 - ADMINISTRATIVE CLERK**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,106.76	1,127.62	1,148.56	1,176.46	1,204.73
Nov. 1, 2007	1,138.86	1,160.32	1,181.87	1,210.57	1,239.67
Nov. 1, 2008	1,171.89	1,193.97	1,216.14	1,245.68	1,275.62
Nov. 1, 2006	28,876.53	29,420.71	29,967.08	30,694.91	31,432.69
Nov. 1, 2007	29,713.94	30,273.91	30,836.12	31,585.06	32,344.23
Nov. 1, 2008	30,575.65	31,151.85	31,730.36	32,501.04	33,282.20

**05 - ADMINISTRATIVE CLERK III**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,269.24	1,306.91	1,344.68	1,382.35	1,420.10
Nov. 1, 2007	1,306.05	1,344.81	1,383.67	1,422.44	1,461.29
Nov. 1, 2008	1,343.92	1,383.81	1,423.80	1,463.69	1,503.66
Nov. 1, 2006	33,115.77	34,098.64	35,083.97	36,066.84	37,051.88
Nov. 1, 2007	34,076.12	35,087.49	36,101.41	37,112.78	38,126.39
Nov. 1, 2008	35,064.32	36,105.04	37,148.37	38,189.06	39,232.05

**06 - ADMINISTRATIVE CLERK V**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,329.68	1,369.16	1,408.70	1,448.17	1,487.74
Nov. 1, 2007	1,368.25	1,408.86	1,449.55	1,490.17	1,530.88
Nov. 1, 2008	1,407.92	1,449.72	1,491.59	1,533.39	1,575.28
Nov. 1, 2006	34,692.79	35,722.68	36,754.42	37,784.28	38,816.57
Nov. 1, 2007	35,698.88	36,758.64	37,820.29	38,880.03	39,942.24
Nov. 1, 2008	36,734.15	37,824.64	38,917.07	40,007.55	41,100.58

**07 - MAINTENANCE OFFICER 1**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,489.96	1,552.04	1,614.18	1,676.40	1,747.38
Nov. 1, 2007	1,533.17	1,597.05	1,660.99	1,725.01	1,798.05
Nov. 1, 2008	1,577.63	1,643.36	1,709.16	1,775.04	1,850.19
Nov. 1, 2006	38,874.57	40,494.30	42,115.62	43,738.82	45,590.79
Nov. 1, 2007	40,001.94	41,668.63	43,336.97	45,007.24	46,912.92
Nov. 1, 2008	41,162.00	42,877.01	44,593.75	46,312.44	48,273.39

**08 - MAINTENANCE OFFICER II**

	Step 1	Step 2	Step 3	Step 4
Nov. 1, 2006	1,711.13	1,779.64	1,848.20	1,926.47
Nov. 1, 2007	1,760.76	1,831.24	1,901.80	1,982.34
Nov. 1, 2008	1,811.82	1,884.35	1,956.95	2,039.83
Nov. 1, 2006	44,645.20	46,432.46	48,221.31	50,263.61
Nov. 1, 2007	45,939.91	47,778.99	49,619.73	51,721.26
Nov. 1, 2008	47,272.17	49,164.58	51,058.70	53,221.18

**09 - COOK**

	Step 1	Step 2	Step 3	Step 4	Step 5
Nov. 1, 2006	1,489.96	1,552.04	1,614.18	1,676.40	1,747.38
Nov. 1, 2007	1,533.17	1,597.05	1,660.99	1,725.01	1,798.05
Nov. 1, 2008	1,577.63	1,643.36	1,709.16	1,775.04	1,850.19
Nov. 1, 2006	38,874.57	40,494.30	42,115.62	43,738.82	45,590.79
Nov. 1, 2007	40,001.94	41,668.63	43,336.97	45,007.24	46,912.92
Nov. 1, 2008	41,162.00	42,877.01	44,593.75	46,312.44	48,273.39

**10 - COOK'S HELPER**

	Step 1	Step 2	Step 3
Nov. 1, 2006	1,246.75	1,274.62	1,302.53
Nov. 1, 2007	1,282.90	1,311.59	1,340.30
Nov. 1, 2008	1,320.11	1,349.62	1,379.17
Nov. 1, 2006	32,528.88	33,256.16	33,984.28
Nov. 1, 2007	33,472.22	34,220.59	34,969.82
Nov. 1, 2008	34,442.91	35,212.99	35,983.95

**11 - FOOD SERVICES OFFICER**

	<b>Step 1</b>
<b>Nov. 1, 2006</b>	<b>1,897.12</b>
<b>Nov. 1, 2007</b>	<b>1,952.13</b>
<b>Nov. 1, 2008</b>	<b>2,008.74</b>
<b>Nov. 1, 2006</b>	<b>49,497.65</b>
<b>Nov. 1, 2007</b>	<b>50,933.08</b>
<b>Nov. 1, 2008</b>	<b>52,410.14</b>

**12 - SERGEANT**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Nov. 1, 2006</b>	<b>1,747.38</b>	<b>1,818.36</b>	<b>1,898.32</b>	<b>1,978.15</b>	<b>2,058.07</b>
<b>Nov. 1, 2007</b>	<b>1,798.05</b>	<b>1,871.09</b>	<b>1,953.37</b>	<b>2,035.52</b>	<b>2,117.76</b>
<b>Nov. 1, 2008</b>	<b>1,850.19</b>	<b>1,925.35</b>	<b>2,010.02</b>	<b>2,094.55</b>	<b>2,179.17</b>
<b>Nov. 1, 2006</b>	<b>45,590.79</b>	<b>47,442.73</b>	<b>49,529.07</b>	<b>51,611.91</b>	<b>53,697.16</b>
<b>Nov. 1, 2007</b>	<b>46,912.92</b>	<b>48,818.56</b>	<b>50,965.40</b>	<b>53,108.65</b>	<b>55,254.37</b>
<b>Nov. 1, 2008</b>	<b>48,273.39</b>	<b>50,234.31</b>	<b>52,443.41</b>	<b>54,648.80</b>	<b>56,856.75</b>

**13 - MATERIALS MANAGEMENT TECHNICIAN**

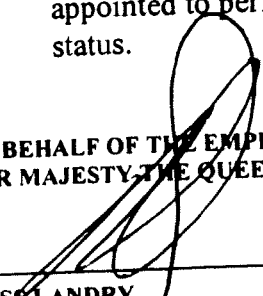
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Nov. 1, 2007</b>	<b>1,442.55</b>	<b>1,498.45</b>	<b>1,563.71</b>	<b>1,628.88</b>	<b>1,694.09</b>
<b>Nov. 1, 2008</b>	<b>1,484.38</b>	<b>1,541.91</b>	<b>1,609.06</b>	<b>1,676.12</b>	<b>1,743.22</b>
<b>Nov. 1, 2007</b>	<b>37,637.57</b>	<b>39,096.06</b>	<b>40,798.76</b>	<b>42,499.11</b>	<b>44,200.50</b>
<b>Nov. 1, 2008</b>	<b>38,729.06</b>	<b>40,229.84</b>	<b>41,981.92</b>	<b>43,731.58</b>	<b>45,482.32</b>

# MEMORANDUM OF AGREEMENT #1

The signatories to this Memorandum hereby agree, the Employer intends to replace behind employees who are on long-term disability status for an extended period of time as follows:

- (1) The vacant position shall be posted and/or filled in accordance with relevant provisions of the collective agreement; and
- (2) If and when an employee who has been on long-term disability, returns to work in his/her former position within the long-term disability "own occupation" period, the junior employee in the same classification in that facility will be subject to immediate termination and any employee who was appointed to perform the duties of the employee on long-term disability shall resume his/her previous status.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

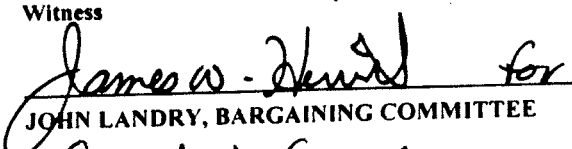
  
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Witness

  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

  
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Witness

  
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BOB BACKMAN, BARGAINING COMMITTEE

  
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Witness

  
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JOHN LANDRY, BARGAINING COMMITTEE

  
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Witness

  
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STEVE MACDONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

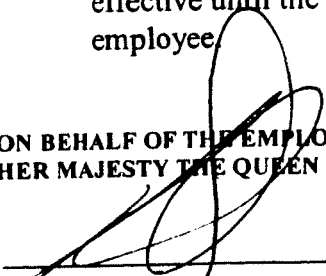
DATED at Halifax, Nova Scotia, this 17 day of November, 2009

## LETTER OF UNDERSTANDING #1

- 1) Any employee listed in (2) below, reaching the age of sixty-five (65) years, whilst in the employ of the Employer, shall receive from the Employer annually an amount as specified in (2) below. Such payment will cease on the death of the employee.
  
- 2)

Peter McVeigh	\$8,923.20
Thomas Coish	\$8,278.40
William McGrath	\$8,278.40
John T. Crane	\$8,409.33
  
- 3) Notwithstanding (1) above, these employees shall be allowed to resign prior to age sixty-five (65) and shall be entitled to the amount specified in paragraph (2); however, this benefit shall not be effective until the employee reaches age sixty-five (65) and payments shall cease on the death of the employee.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
BOB BACKMAN, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
JAMES W. DONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
STEVE MACDONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

**LETTER OF UNDERSTANDING #2**

- 1) If, as a result of the pre-existing condition rule established by the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan, an employee covered by a long-term disability plan by virtue of their employment at a correctional facility prior to the signing of the prior agreement (November 10, 1987), is deemed ineligible for a long-term disability benefit provided by the Nova Scotia Public Service Long-Term Disability Plan, the Employer shall provide compensation at a level comparable to that which would, except for the pre-existing condition rule, be available through the Nova Scotia Public Service Long-Term Disability Plan.
- 2) The provision of (1) above shall only apply until such time as an employee satisfies the pre-existing condition rule.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

ROSS LANDRY  
MINISTER OF JUSTICE

*Joanne Boyle*  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

*Joan Jessome*  
JOAN JESSOME, PRESIDENT, NSGEU

*Walter Stet*  
Witness

*Jim Goss*  
JIM GOSS, PRESIDENT, LOCAL 480

*Grant Vaughan*  
Witness

*Milton Brown* For  
BOB BACKMAN, BARGAINING COMMITTEE

*Grant Vaughan*  
Witness

*James W. Hunt* for  
JOHN LANDRY, BARGAINING COMMITTEE

*Grant Vaughan*  
Witness

*Steve Macdonald*  
STEVE MACDONALD, BARGAINING COMMITTEE

*Grant Vaughan*  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

# LETTER OF UNDERSTANDING #3

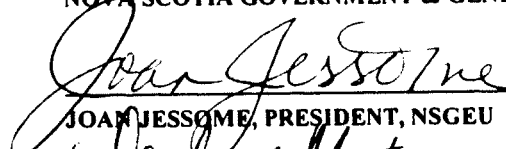
An employee who was entitled to compensation for holidays, in a manner greater than that set out in the standard Holidays provision of this collective agreement, shall be entitled to continue to be compensated for holidays, pursuant to the Holidays provision of the collective agreement applicable to the employee, in effect immediately prior to the January 19, 1999 signing date applicable to the agreement of November 1, 1997 to October 31, 2000.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 450

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
BOB BACKMAN, BARGAINING COMMITTEE

  
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Witness

  
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JOHN LANDRY, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
STEVE MACDONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

# LETTER OF UNDERSTANDING #4

## \*(Relieving Policy) - (Part-time Employees)

- 1) All part time Correctional Officers shall have the opportunity to relieve, on regular shifts, according to length of service.
- 2) Refusal without justification by a Correctional Officer to relieve shall result in the completion of the rotation of employees before a future offer of part-time work is made.
- 3) Initial vacancy must be filled by a relieving Correctional Officer unless the Employer, in the interest of security, is of the opinion that service is warranted in another location. This does not apply to transfers between units.
- 4) No inexperienced Correctional Officer shall remain unaccompanied in the cell blocks for unreasonable periods of time i.e. thirty (30) minutes.
- 5) Correctional Officers with less than five hundred (500) working hours in cell block security shall be considered inexperienced.
- 6) Offers to relieve can only be made by Officers in Charge or their superiors.
- 7) Notwithstanding 1) to 6) above, each institution can operate the part-time call out in a manner that reflects the call practice that best suits the institution and part-time employees.
- 8) This policy is superseded, where appropriate, by the contents of Standing Orders. All employees should be familiar with such Standing Orders and the interpretation thereof.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

\_\_\_\_\_  
Witness

\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BOB BACKMAN, BARGAINING COMMITTEE

\_\_\_\_\_  
Witness

)  
)  
) James W. Hunt for  
) **JOHN LANDRY, BARGAINING COMMITTEE**

)  
) Grant Vaughan  
) **Witness**

)  
) [Signature]  
) **STEVE MACDONALD, BARGAINING COMMITTEE**

)  
) Grant Vaughan  
) **Witness**

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

**\*LETTER OF UNDERSTANDING #5**

**Closing Facilities – Part-time Employee Transfer Option**

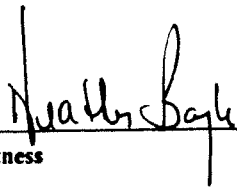
It is agreed that part-time employees at any closing correctional facility will be provided the opportunity to transfer to any remaining correctional facility and be integrated on the part-time roster based on length of part-time employment.

The Employer is not responsible for any relocation expenses incurred by part-time employees in transferring to a new facility pursuant to this option. The date(s) on which part-time employee transfers occur will be determined by the Employer based on operational requirements.


Employees will be requested to indicate interest in taking this option, within a period to be specified by the Employer, and indicating the facility where they wish to transfer. It is understood and agreed that any part-time employees in facilities which are closing, who do not wish to transfer, will be terminated as a part-time employee, no later than the date of the closure. For the purpose of this Article, relocation to a new facility within the region does not constitute a facility closure.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

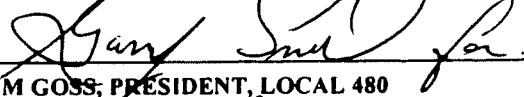
ROSS LANDRY  
MINISTER OF JUSTICE

  
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Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

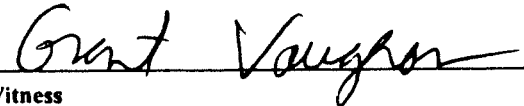
  
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JOAN JESSOME, PRESIDENT, NSGEU

  
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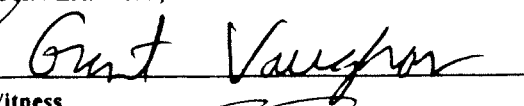
  
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JIM GOSS, PRESIDENT, LOCAL 480

  
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Witness

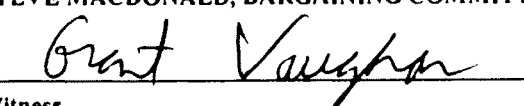
  
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BOB BACKMAN, BARGAINING COMMITTEE

  
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JOHN LANDRY, BARGAINING COMMITTEE

  
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STEVE MACDONALD, BARGAINING COMMITTEE

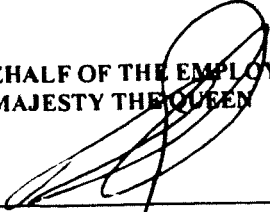
  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

**LETTER OF UNDERSTANDING #6**

Subject to operational requirements, the Employer will retain paid meal breaks, and endeavor to provide uninterrupted breaks in all institutions.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
BOB BACKMAN, BARGAINING COMMITTEE

  
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Witness

  
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JOHN LANDRY, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
STEVE MACDONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

## LETTER OF UNDERSTANDING #7

- 104 hours

1. During the life of this collective agreement, eligible employees will be provided an option once per year to request to work an additional 104 hours (or a portion thereof) beyond the regular 2080 hours. The Employer will determine in its sole discretion the scheduling of the 104 hours.

Regardless of whether the 104 hours, or portions thereof, are regularly scheduled or otherwise, it is expressly understood that compensation for such hours is only payable in circumstances where the employee who opts to work such hours, actually reports for work and performs assigned duties. For greater clarity, and as an example, where an employee is scheduled to work eight (8) hours of their 2080 annual hours immediately followed by four (4) hours of the 104 hours referred to in this Letter of Understanding, and is ill for the entire twelve (12) hours, the employee is eligible for sick leave (subject to the normal sick leave reporting and eligibility requirements) for only the eight (8) hours which are part of the employee's 2080 annual hours. No sick leave and no compensation is payable for the four (4) hours which form part of the 104 hours.

It is expressly agreed that the 104 hours described herein are to be treated differently for benefit purposes from the 2080 hours required of employees as provided in Article 16.

It is expressly agreed that insofar as benefits and compensation are concerned, the 104 hours are not part of the shift schedule.

It is expressly agreed that in circumstances where an employee eligible for the 104 hours and who has opted for it, is absent the 7<sup>th</sup> shift of a 2-week period when the last four (4) hours on the 7<sup>th</sup> shift are part of the 104 hours, compensating the employee only, insofar as a leave, holiday or vacation provision requires, to a maximum of eight (8) hours on the 7<sup>th</sup> shift, is not a violation of the collective agreement, and the Union agrees not to file a grievance asserting otherwise during the life of the collective agreement.

The Employer's obligation under this Letter of Understanding is limited to providing the opportunity for each eligible employee to work 104 hours of overtime at a straight time rate. When an employee is unable to work any of the 104 hours as determined by the Employer, there is no obligation for the Employer to provide hours to compensate for any portion of the 104 hours missed by an employee.

Those who opt to work the additional 104 hours may opt to be paid in cash or time off. For those who opt for time off, in the event the time off has not been scheduled by March 1<sup>st</sup> in any year, for hours accumulated in the prior year, it will be paid out at a straight time rate by the Employer. Scheduling of time off shall be subject to scheduling requirements.

2. Notwithstanding Article 1 above, it is agreed that in circumstances where an employee is on an Employer approved leave for union business the Employer shall pay the employee for hours either associated with their 2080 annual hours or the 104 hours at a straight time rate. In cases where the 1000 hours of Employer paid union leave have been exceeded, the Employer will pay the employee at a straight time rate, and the Union will reimburse the Employer for the costs associated with the leave.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

ROSS LANDRY  
MINISTER OF JUSTICE

*Heather Gault*  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

*Joan Jessome*  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

*Matthew Gleet*  
\_\_\_\_\_  
Witness

*Jim Goss*  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

*Gunt Vaughan*  
\_\_\_\_\_  
Witness

*Milton Backman Esq*  
\_\_\_\_\_  
BOB BACKMAN, BARGAINING COMMITTEE

*Gunt Vaughan*  
\_\_\_\_\_  
Witness

*James W. Hurd* for  
\_\_\_\_\_  
JOHN LANDRY, BARGAINING COMMITTEE

*Gunt Vaughan*  
\_\_\_\_\_  
Witness

*Steve Macdonald*  
\_\_\_\_\_  
STEVE MACDONALD, BARGAINING COMMITTEE

*Gunt Vaughan*  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

# LETTER OF UNDERSTANDING #8

Subject to operational requirements, the Employer will continue to provide Correctional Worker training for employees when they become full-time.

Subject to operational requirements and available resources, part-time employees will be provided an opportunity to participate in the Correctional Worker training. It is understood that part-time employees will not be charged a fee by the Employer, not be compensated for the time spent taking Correctional Worker training provided by the Employer and, on successful completion of the Employer-provided training, will be paid for subsequent hours worked at the Correctional Worker rate of pay.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
ROSS LANDRY  
MINISTER OF JUSTICE

  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
JOAN JESSOME, PRESIDENT, NSGEU

  
Witness

  
JIM GOSS, PRESIDENT, LOCAL 480

  
Witness

  
BOB BACKMAN, BARGAINING COMMITTEE

  
Witness

  
JOHN LANDRY, BARGAINING COMMITTEE

  
Witness

  
STEVE MACDONALD, BARGAINING COMMITTEE

  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

LETTER OF UNDERSTANDING #9

Red Circle Protection

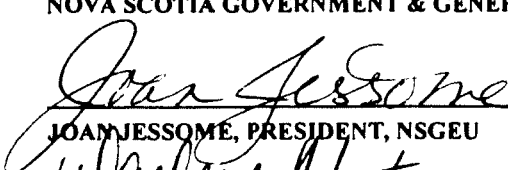
Any employee, who has a vacation entitlement immediately prior to the January 19, 1999 signing date applicable to the agreement of November 1, 1997 to October 31, 2000, greater than that provided in Article 21, shall be accorded red-circle vacation protection. In such circumstances, the employee will be permitted to maintain the higher vacation entitlement to which they were entitled immediately prior to January 19, 1999, and when vacation entitlement based on Article 21 provisions surpasses any red-circled vacation entitlement, the employee will be eligible for the Article 21 entitlement.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

  
\_\_\_\_\_  
ROSS LANDRY  
MINISTER OF JUSTICE

  
\_\_\_\_\_  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

  
\_\_\_\_\_  
JOAN JESSOME, PRESIDENT, NSGEU

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
JIM GOSS, PRESIDENT, LOCAL 480

  
\_\_\_\_\_  
Witness

  
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BOB BACKMAN, BARGAINING COMMITTEE

  
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Witness

  
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JOHN LANDRY, BARGAINING COMMITTEE

  
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Witness

  
\_\_\_\_\_  
STEVE MACDONALD, BARGAINING COMMITTEE

  
\_\_\_\_\_  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009

LETTER OF UNDERSTANDING #10

The Employer will pay Acting Pay as Sergeant to Correctional Officers/Workers, during periods when they are temporarily designated as Officer-in-Charge at Cumberland and Antigonish.

ON BEHALF OF THE EMPLOYER  
HER MAJESTY THE QUEEN

ROSS LANDRY  
MINISTER OF JUSTICE

*Heather Doyle*  
Witness

ON BEHALF OF THE UNION  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

*Joan Jessome*  
JOAN JESSOME, PRESIDENT, NSGEU

*Walter West*  
Witness

*Jim Goss*  
JIM GOSS, PRESIDENT, LOCAL 480

*Gunt Vaughan*  
Witness

*Wilton Banya For*  
BOB BACKMAN, BARGAINING COMMITTEE

*Gunt Vaughan*  
Witness

*James W. Hurd For*  
JOHN LANDRY, BARGAINING COMMITTEE

*Gunt Vaughan*  
Witness

*Steve Macdonald*  
STEVE MACDONALD, BARGAINING COMMITTEE

*Gunt Vaughan*  
Witness

DATED at Halifax, Nova Scotia, this 17 day of November, 2009