

MEMORANDUM OF AGREEMENT

Between

**HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE
OF NOVA SCOTIA REPRESENTED IN THIS BEHALF
BY THE NOVA SCOTIA PUBLIC SERVICE COMMISSION
(hereafter referred to as the “Employer”)**

and the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(hereafter referred to as the “Union”)**

Further to the amendments to section 11 of the *Civil Service Collective Bargaining Act* which received Royal Assent on December 13, 2007, the Parties agree that, effective February 1, 2008, the following provisions will apply to employees of the Employer in bargaining unit positions and that the Civil Service Master Agreement signed on November 6, 2007, is hereby amended, accordingly.

1. (a) Casual Employees in Bargaining Unit Positions

The Employer will provide a letter to the Union advising that it will pay casual employees hired to do bargaining unit work, the applicable Civil Service Master Agreement (the “Collective Agreement”) rate of pay for that work plus the statutory 4% in lieu of vacation.

(b) No Avoidance - Article 10.13

The Parties agree to add a new clause to Article 10.13 of the Collective Agreement which will provide that the Employer will not utilize casual, temporary and term appointments so as to avoid filling a permanent position.

2. Meaning of certain terms

- (a) Employed means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (b) Regularly Scheduled Part Time Position means a position in which an employee works on a regular bi-weekly basis for not less than forty percent (40%) of the full time hours for the position.

- (c) Temporary Employee means an employee who is employed for more than ten (10) continuous weeks but less than thirty-nine (39) continuous weeks (nine (9) months) or employed in the same department for more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period.
- (d) Term Employee means an employee in an assignment of work that is anticipated to be or turns out to be at least thirty-nine (39) weeks but not more than one-hundred and four (104) weeks (two (2) years).
- (e) Seasonal Employee means an employee who works on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season to the same department and the same geographic location.
- (f) Week means from 12:00 AM on Sunday to 11:59 PM on the following Saturday.

The Parties agree that one week equals a minimum thirty-five (35) hours worked unless otherwise provided. (Where the employee works a seven and one half (7 ½) or an eight (8) hour day, their week would equal thirty seven and one half hours (37 ½) or forty hours (40) respectively.)

3. February 1, 2008, Conversion of Casual Employees to Civil Service Bargaining Unit Status.

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

- (a) Temporary
Any casual employee employed in a bargaining unit position, as of February 1, 2008 who has:
 - (i) been employed continuously for a minimum of forty percent (40%) or more of the full time hours applicable to the position every week for more than ten (10) weeks but less than thirty-nine (39) continuous weeks;
 - or
 - (ii) been employed in the same department, for a minimum of forty percent

(40%) of the full time hours applicable to the position every week for a total of more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period;

or

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

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

(b) Term

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

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

or

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

or

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

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

(c) Permanent

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

4. Conversion of Casual Employees to Civil Service Bargaining Unit Status After February 1, 2008

Where a casual employee employed in a bargaining unit position meets the criteria of an “employee” for purposes of *The Civil Service Collective Bargaining Act* at a date later than February 1, 2008, the Employer shall appoint the employee to the Civil Service in accordance with the following:

(a) Temporary Employee

An employee who has been employed continuously for more than ten (10) weeks (ie. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (ie. less than one thousand three hundred and sixty-five (1,365) hours) or who has been employed in the same department for more than ten (10) weeks (ie. three-hundred fifty plus (350+) hours) but less than thirty-nine (39) weeks (ie. one thousand three hundred and sixty-five (1,365) hours) in a fifty-two (52) week period, shall be appointed as a Temporary Employee.

(b) Notwithstanding (a), where an employee has been employed continuously in a regularly scheduled part time position for more than ten (10) weeks but less than thirty-nine (39) weeks or has been so employed in the same department for a total of more than ten (10) weeks, but less than thirty-nine (39) weeks in a fifty-two (52) week period, the employee shall be appointed as a Part Time Temporary Employee.

(c) Term Employee

An employee who is employed continuously in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more (ie. one thousand three hundred and sixty-five (1,365) hours) but less than one hundred and four (104) weeks (ie. three thousand six hundred and forty (3,640) hours) shall be appointed as a Term Employee.

(d) Notwithstanding (c) where an employee has been employed continuously in a regularly scheduled part time position, in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more but less than one hundred and four (104) continuous weeks shall be appointed as a Part Time Term Employee.

5. (a) Benefits for Casual Employees appointed to the Civil Service between February 1, 2008 and April 13, 2008.

The Parties agree that the effective date for group benefits (group life, Medical and Dental insurance, LTD and pension), for employees appointed to the Civil Service between February 1, 2008 and April 13, 2008, will be April 13, 2008 and that the premium deductions for all benefits will first appear on the employees' pay no earlier than the pay scheduled to be paid on May 22, 2008. The union acknowledges that the Employer's HR SAP system will not be reconfigured to process the changes for casual employees appointed to the Civil Service under this Agreement prior to May of 2008.

(b) **Union Dues**

The Union requests that the Employer commence deducting union dues, for casuals converted to bargaining unit status, effective the first pay in May 2008.

6. **Seniority Date**

The Parties agree that the seniority date for all casual employees appointed in accordance with this Agreement, to the Civil Service effective February 1, 2008, will be February 1, 2008.

7. **Probationary Appointments**

The Parties agree that nothing herein alters the Employer's right to appoint any employee on a probationary basis in accordance with Article 10 of the Collective Agreement.

8. **Benefit Entitlements for Temporary and Term Employees**

1. **Term Employees**

Term Employees receive all benefits under the Collective Agreement and all provisions that currently apply to Term Employees apply to Term Employees appointed to the Civil Service hereunder.

2. **Temporary Employees**

- (i) A Temporary Employee shall be paid the applicable Collective Agreement rate of pay plus eleven percent (11%) bi weekly in lieu of benefits. The Parties agree to amend Article 10 of the Collective Agreement to reflect this agreement.
- (ii) The following articles of the Collective Agreement shall not apply to Temporary Employees except as otherwise indicated below:

Article 18	Vacation
Article 20.06	Leave for Family Illness- Add a clause that reads: “A temporary employee shall be entitled to earn Family Illness leave at a rate of one (1) day for every ten (10) completed weeks of service.”
Article 20.08	Pregnancy Leave Allowance
Article 20.11	Parental & Adoption Leave Allowance
Article 20.14	Leave for Medical and Dental Appointments - Add a clause that reads: “A temporary employee shall be allowed paid leave of absence at a rate of one (1) day for each three (3) completed months of service in order to engage in personal preventive medical and dental care.”
Article 20.16	Leave of Absence for Public Office
Article 20.17	Military Leave
Article 20.18	Prepaid Leave
Article 20.19	Education Leave
Article 21	Group Insurance
Article 22.01	General Illness Leave Benefits - Add a clause that reads: “A temporary employee shall be entitled to earn general illness leave at a rate of one day for each completed month of service.”
Article 22.02	Sick Leave - STI
Article 22.03	Recurring Disabilities
Article 22.05	Benefits/Layoff
Article 22.06	Long-Term Disability
Article 22.16	Ongoing Treatments
Article 32	Pension
Article 34	Employment Stability (except Articles 34.10, 34.11, 34.12 & 34.22 shall apply)
Article 37.04	Group Insurance
Article 37.06	Long Term Disability
Article 38	Job Sharing
Article 40	Classification and Reclassification (except 40.01)

9. Bargaining Unit Status

1. Where an employee has acquired bargaining unit status as a Temporary or Term employee through an assignment of work in a department and that assignment of work comes to an end before the employee has been made a permanent employee, the employee will retain their bargaining unit status in a subsequent assignment of work with the Employer in either of the following two situations:
 - (a) the employee is rehired by the same department within a time frame that results in the employee having worked more than ten (10) weeks in a fifty-two (52) week period, or

- (b) the employee is hired by a different department and the work in the second department is continuous with the work in the first department.
2. For purposes of this Agreement an employee's work is continuous where the employee has worked a minimum of forty percent (40%) of the full time hours applicable to the position each week, or has been on an approved leave.

10. SEASONAL EMPLOYEES

A seasonal employee is an employee who works on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks each year and returns each season to the same department and the same geographic location.

Except as provided below, the terms of the Civil Service Master Agreement shall apply to all Seasonal Employees:

- (a) Service Related Benefits
For the purposes of earning entitlement to a service related benefit (vacation, sick leave, public service award and severance), Article 1.02 of the Civil Service Master Agreement will be applicable.
- (b) Pro-Ration of Certain Benefits
General Illness Leave, Short Term Illness Leave, Vacation Leave, Family Illness Leave, Emergency Leave and Leave for Medical and Dental appointments will be pro-rated based on service in the fiscal year.
- (c) Probationary Period
Subject to Article 10.02(c), a Seasonal Employee may be appointed to their position on a probationary basis for the lessor of two (2) seasons or twelve (12) months.

The Employer may, before the expiration of the employee's probationary period, extend the probationary appointment for a period not to exceed six (6) months, where the employee is not under constant supervision due to a requirement to travel or to work for extended periods in a location separate from their immediate supervisor.

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

- (e) Group Life Insurance - 2 Plans
- (i) Seasonal Employees who work less than six (6) months (ie 26 weeks) shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$25,000.00.
 - (ii) Seasonal Employees who work six (6) months or more, including seasonal conservation officers appointed for the 2007 season, shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$60,000.00.
 - (iii) Seasonal Employees may choose to purchase optional group life insurance at one or two times the flat rate coverage. The cost of such optional coverage (which is 100% employee paid) will depend on the age of the employee.
 - (iv) Premiums for the group life insurance benefit shall be paid through payroll deductions over the first five (5) pay periods of the employees seasonal employment.
- (f) Health and Dental
Seasonal Employees who work six (6) months/(26 weeks) or more shall participate in the Health and Dental Care Plans of the Employer, cost shared at a rate of 65% Employer 35% Seasonal Employee, while the Seasonal Employee is actively at work. Seasonal Employees participating in these plans shall pay the full premium costs (both Employer and employee share) for the months they are on seasonal lay-off. Seasonal Employees shall pre pay premiums for the layoff period through payroll deductions which will be prorated bi-weekly prior to the date of layoff.
- (g) GI and STI During Layoff
Seasonal Employees shall not be entitled to General Illness and Short Term Illness benefits beyond the date of seasonal layoff.
- (h) Top Up Allowances during Layoff
Where a Seasonal Employee is in receipt of either Pregnancy Leave Allowance or Parental and Adoption Leave Allowance prior to their date of seasonal layoff, the layoff shall not preclude their continued entitlement to benefit. The remaining top up allowance owing to the Employee beyond the date of layoff will be paid in a lump sum at the time of the layoff.
- (i) LTD
Seasonal Employees who work six (6) months or more in the fiscal year are

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

(j) Seasonal Layoff and Recall

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

(k) Access To Article 34

Where a Seasonal Employee with three (3) years (ie. 36 months) of service from the date of appointment (whether or not continuous) is to be laid off, due to reasons other than a seasonal layoff, including technological change, shortage of work or funds, discontinuance of a function or reorganization of a function, Article 34 shall apply.

(l) Salary Increment

The Employer, on the recommendation of the Head of the Department, may grant

an increment for meritorious service to a Seasonal Employee after the Seasonal Employee has served for the lessor of two (2) seasons or twelve (12) months following the first day of the month established in Article 35.05 or the lesser of two (2) seasons or twelve (12) months following the date of a change in their rate of compensation established in Article 35.02, 35.03, or 35.04.

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

Article 20.18	Prepaid Leave
Article 20.19	Education Leave
Article 34	Employment Stability except as otherwise provided herein
Article 34.07	Add "Seasonal Employee"

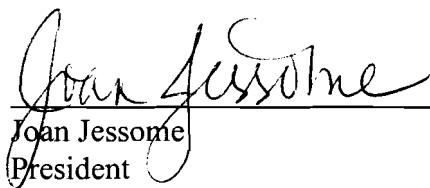
11. Student Employment

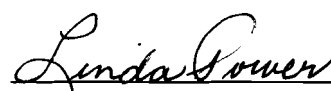
- (a) Students who are employed to backfill in a bargaining unit position shall be paid the bargaining unit rate and if so employed for more than ten weeks will be a member of the bargaining unit.
- (b) Students who are employed only to supplement the work of bargaining unit members will not be members of the bargaining unit and the Employer shall set their rate of pay.
- (c) The Parties may agree that students hired for special projects will not be members of the bargaining unit and the Employer shall set their rate of pay. Such agreement shall not be unreasonably withheld.

12. Retirees

The Parties agree that any retiree in receipt of pension payments who is working in a bargaining unit position and who meets the criteria for appointment as a Term or Permanent employee on or after February 1, 2008, will be required to defer pension payments or resign.

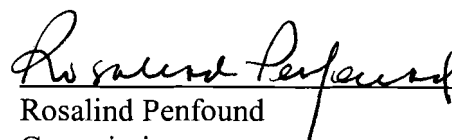
Signed on behalf of the Union:


Joan Jessome
President
Nova Scotia Government & General
Employees Union


Linda Power
Executive Director
Nova Scotia Government & General
Employees Union

Signed on behalf of the Employer:


Richard Hurlburt
A/Minister
Nova Scotia Public Service
Commission


Rosalind Penfound
Commissioner
Nova Scotia Public Service
Commission