

# **Union Proposals**

**Tabled on**

**April 20, 2017**

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## **Collective Agreement**

between

**Nova Scotia Government & General  
Employees Union**

(Hereinafter referred to as the “Union”)

and

**Workers’ Compensation Board of  
Nova Scotia**

(Hereinafter referred to as the “Employer”)

Union proposed changes to current Collective Agreement are indicated in “**bold**” type. Proposed deletions are indicated in “~~strikethrough~~” type.

The Union reserves the right to add new proposals and correct errors or omissions resulting from mistakes in compiling these proposals.

## ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE

### 4.01 Consultation

- (e) ~~The Employer will provide the Labour Management Committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, pilot projects, technological change and proposed contracting out of work.~~

**The Employer shall consult with the Labour Management Committee, prior to any presentation to the Board of Directors about the impact of expected redundancies, relocations, reorganizational plans, pilot projects, technological change and proposed contracting out. The Union will have the opportunity to make proposals to mitigate any possible job loss.**

### 10.06 Term Employment

- (a) Term employment is employment for ~~a specified limited period of time~~ **not more than one-hundred-four (104) weeks** in accordance with the provisions of Article 10.06

## ARTICLE 11 – FILLING VACANCIES

### 11.04 Selection Process on Job Posting

- (c) For term positions, the number of interviews will be as follows:
- (i) for levels 27 and under, the five (5) most senior applicants will be interviewed;
  - (ii) for levels 28 and above, the seven (7) most senior candidates will be interviewed;
  - (iii) for all levels, if there are no successful candidates in the initial (or subsequent) round of interviews, the three (3) next most senior candidates will be interviewed until all internal applicants have been interviewed; and
  - (iv) the number of candidates to be interviewed referred to above includes those candidates who elect to carry forward their interview score in accordance with the provision below.
  - (v) **In the event that there are no successful internal or external applicants for a competition, the Employer shall then repost internally with reduced qualifications.**
- (d) An applicant may elect to carry forward his/her interview score from a previous interview for the same position ~~for a period of twenty-four (24) months~~ so long as he/she continues to demonstrate satisfactory

performance in his/her current job by way of the Employee Competency Job Match (ECJM) Form.

#### 11.05 Role of Seniority in Selection Process on Job Posting

Where it is determined by the Employer that:

- (b) two (2) or more bargaining unit applicants for a position in the bargaining unit are qualified; and
- (c) those applicants are of equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of seniority. The Employer may indicate at the time of posting that should there not be a successful, qualified bargaining unit candidate, it may consider bargaining unit members with less than the minimum qualifications. **The Employer may appoint the senior candidate without an interview.**

#### 11.06 Anticipatory Vacancy Lists (“AVLs”)

- (b) Competition
  - (i) Competitions will be held to establish AVLs. ~~The first competition will be held as soon as reasonably practical after signing of the Collective Agreement, and no more than ninety (90) days after signing.~~ Each AVL will be refreshed by way of reposting every six (6) months or when the list is reduced to one (1) employee name (either only one (1) name exists on the list or only one (1) candidate is available for a term, whichever occurs first).
- (d) Required Interview Score: To be placed on an AVL, an employee must attain at least the minimum required interview score (presently ~~seventy-five percent (75%)~~ **seventy percent (70%)** for positions above level 19 and ~~seventy percent (70%)~~ **sixty-five (65%)** for positions at level 19 and below).

#### 11.07 Career Development List (“CDL”)

- (d) Required Developmental Interview Score: To be placed on the CDL, an employee must receive a score which, although less than the minimum score normally required for the position, is within five (5) percentage points of that minimum score (the lower score hereafter referred to as the “required developmental interview score”). ~~At present, the requisite score for positions at level 19 and below is seventy percent (70%) and therefore an employee who receives an interview score of at least sixty-five percent (65%) will be placed on the CDL; the requisite score for positions above level 19 is seventy-five percent (75%) and therefore an employee who receives an interview score of at least seventy percent (70%) will be placed on the CDL.~~

## 11.08 General Procedure for Both Lists

- (e) Continuation on List: When an employee's name has been added to a List, he/she may remain on the List ~~for a period of twenty-four (24) months~~ as long as he/she demonstrates continued satisfactory performance in their current job by way of the ECJM Form.
- (f) Effect of Appointment on Appointee's Placement on List: Once a candidate accepts a term position, he/she will be considered "not available" for another assignment from the List, provided however when an employee is within twelve (12) weeks of the end of his/her term, the employee's "not available" status will be removed and the employee will be considered to be available for reassignment if ~~(1) the twenty-four (24) month period for carrying forward an interview score has not yet expired; and (2) he/she continues to demonstrate satisfactory performance in his/her current job through the Employee Competency Job Match (ECJM) Form.~~

## 11.10 Summary and Overview

- (a) For frequently competed permanent positions:
  - (i) Post vacancy internally.
  - ~~(ii) Candidates that have interviewed previously in the last twenty-four (24) months, but are not on an AVL, may carry forward **their** score from **the** previous interview or may opt to re-interview (most recent **highest** score is used).~~
- (b) For non-frequently competed permanent positions:
  - (i) Post vacancy internally and where mutual agreement, post internally and externally simultaneously, but only interview external applicants if no internal candidate is selected.
  - ~~(ii) Candidates that have interviewed previously may carry forward score from previous interview for up to 24 months or may opt to re-interview in which case the new score must **may** be used.~~  
**Candidates not on an AVL, may carry forward their score from the previous interview or may opt to re-interview (highest score is used).**
  - (iii) Interview and offer to applicant in accordance with Article 11.04 with first interviews being of employees who have completed probationary period.
  - (iv) If no successful candidates from above, interview qualified probationary candidates.

- (v) If vacancy not filled internally, proceed to external candidates, subject to 11.09.

### **11.13 Eligibility During ~~Last Twelve (12)~~ End of Term**

Subject to Article 11.11, the successful candidate who is chosen for any term assignment shall be eligible to ~~apply for or~~ accept any non-permanent position twelve (12) weeks prior to the expiry of their term. **If there are no successful candidates within twelve (12) weeks of the expiry of the term, applicants within twenty four (24) will be considered before any external applicants.** If the appointment is extended by the employer, after the employee's initial acceptance, the employee is obliged to serve the original term but not the extension.

Should an employee who has been chosen for any term position subsequently request to be released from his/her commitment to serve the complete length of the term position, such request shall require the mutual agreement by the Employer and the Union.

## **ARTICLE 14 – JOB SECURITY**

### **14.01 Application**

For the purposes of this Article, "employee" means permanent employee ~~and~~ , a permanent employee on probation, **and a term employee with three or more years of cumulative seniority.**

### **14.05 Training and Retraining**

- (a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.
- (b) The Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.
- (c) **Where layoffs are anticipated due to technological change, shortage of work or funds or because of the discontinuation of a function or reorganization of a function, employees will be provided with the opportunity for on-the-job training for positions for which they may be qualified.**

### **New:**

### **14.06 Layoff Exception**

**An employee who has eight (8) years' seniority shall not be laid off except where the reason for layoff is beyond the control of the Employer including, but not limited to, complete or partial destruction of, destruction or breakdown of machinery or equipment, unavailability of supplies and**

materials, fire, explosion, accident, labour disputes, etc., if the Employer has exercised due diligence to foresee and avoid the cause of layoff.

*Renumber Remaining Articles*

#### **14.07 Alternatives to Layoff**

The Employer shall not give a notice of layoff to any employee before the Employer has first attempted to place an employee in a vacant position in accordance with the procedure in Article 14.09(a).

**New:**

#### **14.08 ~~Alternatives to Layoff~~ Voluntary Resignation and Severance**

##### **~~1. Further Alternatives:~~**

~~(a) Article 14.07 (Alternatives to Layoff) of the Collective Agreement refers to possible placement of employees in vacant positions. The application of further alternatives, where agreed upon by the Employer and the Union, shall be deemed to not violate the Collective Agreement.~~

~~(b) Without restricting the generality of paragraph 1 (a), the Employer and the Union may, where there is mutual agreement, call for volunteers who wish to resign and accept a severance payment pursuant to the provisions of this Memorandum.~~

##### **~~2. Voluntary Resignation and Severance:~~**

~~Where there is mutual agreement to call for volunteers, the following will apply:~~

(a) Following the process outlined in Article 14.07(a) of the Agreement, should the Employer determine that there are still redundancies, the Employer shall ask for volunteers from the same classification who wish to resign and be offered a severance payment. The call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees and classifications where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary resignation under this provision.

(b) If there are more volunteers than redundancies, offers of severance shall be provided in accordance with seniority.

(c) The Employer reserves the right to restrict the severance offer as a result of operational considerations. For example, where too many volunteers within a classification are from within a single work location, it may not be possible to permit all to resign. Each severance offered to one employee must result in the placement of another employee whose position is redundant.

- (d) Where positions become available as a result of this process, employees in redundant positions will be placed in accordance with Article 14.07(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.

### 3. Process of Voluntary Resignation

~~Where there is mutual agreement to ask for volunteers,~~ The Employer shall ask for volunteers according to the following process will apply:

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

### 4. Severance Payment Under the Voluntary Resignation Process

~~Where there is mutual agreement to call for volunteers,~~ The following severance payments shall apply:

- (a) Severance for the purpose of this paragraph 4 shall be equal to ~~three (3) weeks~~ four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of eight (8) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service. The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.01 (i) of the Collective Agreement.
- (b) The Employer will continue to participate with employees in the provision of group life and medical plans for the number of weeks used to calculate the payment.
- (c) Transition Allowance

Employees who resign will be eligible for a transition allowance up to a maximum of ~~\$1,000~~ \$2500. This sum may be utilized for one or a combination of the following:

- \* to assist in offsetting the costs in moving to accept a position with another employer, which is located a distance of 50

kilometers or more from the site of their previous usual workplace; and

- \* to cover the cost of participation in employer-approved retraining programs. The Employer will not unreasonably withhold such approval.

In all cases employees will require receipts for recovery of expenses.

- (d) An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the Employer, will be required to repay a portion of the severance. The repayment amount will be calculated on a pro-rated basis by considering the number of weeks on which the severance was based and the number of weeks remaining in such period.
- (e) Employees accepting severance payment under this Memorandum, will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation and benefits from the Employer.

#### *Renumber Remaining Articles*

#### 14.09 Notice of Layoff

- (c) ~~Prior to proceeding to Article 14.09 (d), the Union and Employer shall meet to discuss alternative measures to giving notice of layoff. Where the Union and the Employer agree that alternative measures will be undertaken, no further activity in the sequence set out in Article 14.09 will take place until all such measures are exhausted. Such alternative measures shall be deemed to not violate the Collective Agreement.~~
- (k) An employee who is placed in or who displaces to a position which has a lower maximum salary than the employee's classification shall receive salary protection on a Present Incumbent Only (PIO) basis, for ~~six (6)~~ **eighteen (18)** months. At the completion of ~~six (6)~~ **eighteen (18)** months of PIO salary, the employee shall move to the step in his new lower classification which provides a salary closest to, but not less than, his PIO salary.

#### 14.12 SEVERANCE PAY

- (a) At the end of the twenty-four (24) month period referred to in Article 14.11 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the Employer shall pay a severance allowance equivalent to ~~three~~ **four** week's pay, to a maximum of fifty-two (52) weeks, **and a minimum of eight weeks** for each year of service and proportionately less for a partial year of service.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.01.



#### 14.14 Preservation of Bargaining Unit Work

~~The Employer agrees not to hire persons at the Board outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.~~

#### Contracting Out

**The Employer agrees not to contract out work performed by the bargaining unit.**

### ARTICLE 15 – HOURS OF WORK

#### 15.08 Conversion of Hours

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

- ~~- calculation of service under Article 1.01(i)(2)~~
- annual vacation entitlement
- vacation carryover
- ~~- paid holiday under Article 22.01~~
- ~~- bereavement leave~~
- ~~- leave for birth of child or adoption~~
- sick leave
- ~~- acting pay qualifying period~~

### ARTICLE 18 – STANDBY AND CALLBACK

#### 18.01 Standby Compensation

Employees required to standby shall receive standby pay. The rates for standby are set out below for both regular and holiday days **and will increase yearly based on the negotiated wage increase for each year:**

Regular: ~~\$16.24~~ **\$20.00** per shift

Holiday: ~~\$32.40~~ **\$40.00** per shift

**ARTICLE 19 - TRANSPORTATION**

**19.01 Kilometer Allowance**

- (a) An employee who is authorized to use a privately owned automobile on the Employer's business, pursuant to Memorandum of Agreement #2, shall have the following options effective ~~April 1, 2009~~:

~~0 – 18,000 kilometers ————— 40.92 cents per kilometer~~

~~18,001 – 27,000 kilometers ————— 36.11 cents per kilometer~~

~~27,000+ kilometers ————— 27.68 cents per kilometer~~

\_\_\_\_\_ cents per kilometer

OR

- (b) ~~\$318.09~~ \_\_\_\_\_ per month plus ~~23.47¢~~ \_\_\_\_\_ per kilometer.

- (c) **1) 3 or more Rate + (9 cents)**  
**2) fewer than 3 + (5 cents)**

**19.02 Other Expenses**

- (a) Reasonable expenses incurred by employees in travel on the business of the Employer shall be reimbursed by the Employer, as per the Travel Expense Policy C 2.3 which is attached as Memorandum of Agreement #2. ~~, but which does not form part of this Collective Agreement.~~

- (c) The Employer will reimburse employees who are authorized to use their own vehicle on the Employer's business or required to provide an automobile for the purposes of carrying out employment functions for any cost of business use insurance incurred by the employee as a result of using his/her automobile on the Employer's business, ~~to the maximum of three hundred dollars (\$300.00) per year, upon provision of a receipt.~~

- (d) **The Employer shall provide each employee \$100.00 per year for the purpose of travel to and from work and/or parking. Employees shall provide receipts for all expenses associated with this allowance.**

## MOA #2 – TRAVEL EXPENSE POLICY

### 1. MEAL ALLOWANCE:

The per diem claimable for each meal (which is interpreted as the actual amount expended up to the maximum rate inclusive of taxes and gratuities), is set out as follows:

BREAKFAST per diem	\$ <del>8.00</del>	<b>\$12.00</b>
LUNCH (mid-day) per diem	<del>\$12.00</del>	<b>\$15.00</b>
DINNER (evening) per diem	<del>\$20.00</del>	<b>\$25.00</b>

### 10. MISCELLANEOUS:

3. For each day of travel when sleeping accommodation is authorized and used, an employee will be reimbursed an allowance of ~~\$5.00~~ **\$10.00** to cover miscellaneous out-of-pocket expenses.

## ARTICLE 20 – PAY PROVISIONS

### New:

#### 20.12 Retention Increment (Service Recognition)

**Upon completion of twenty-five (25) years of service with the Employer, all permanent employees will receive an additional salary increment of 3.5% greater than the highest rate in effect for the applicable classification.**

## ARTICLE 21 – VACATIONS

### 21.02 Annual Vacation Entitlement

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

- (a) each year during his/her first seventy-two (72) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; three (3) weeks during the first six (6) years of service;
- (b) each year after seventy-two (72) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after six (6) years of service;
- (c) effective January 1, 2011: each year after one hundred and ~~sixty-eight (168)~~ **forty-four (144)** months of service at the rate of two and one-twelfth (2 1/12) days for each month of service; five (5) weeks after ~~fourteen (14)~~ **twelve (12)** years of service;
- (d) each year after ~~two hundred and seventy-six (276)~~ **two hundred and sixty-four (264)** months of service at the rate of two and one-half (2 1/2) days for each month of service; six (6) weeks after ~~twenty-three (23)~~ **twenty-two (22)** years of service.

## ARTICLE 22 - HOLIDAYS

### 22.01 Paid Holidays

- (l) ~~one-half (1/2) day beginning at 12:00 noon on~~ Christmas Eve Day.
- (m) any other day or part of a day declared by the Employer to be a holiday.
- (n) **one-half (1/2) day beginning at noon on New Year's Eve.**

## ARTICLE 23 – Other Leaves

### 23.07 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C, 1996, c. 23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan. **Update statutory reference**
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period, as follows:
  - (i) where the employee is subject to a waiting period of ~~two (2)~~ **one (1)** weeks before receiving E.I. benefits; and
  - (ii) up to a maximum of ~~five (5)~~ **seventeen (17)** additional weeks.

### 23.08 Parental Leave

- (b) Parental Leave

An employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence of up to ~~fifty-two (52)~~ **seventy-eight (78)** weeks upon giving the Employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

(c) Parental Leave Following Pregnancy Leave

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:

- (iii) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work; and
- (iv) shall end not later than ~~thirty-five (35)~~ **sixty-one (61)** weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end.

(d) Parental Leave for Spouse

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 23.08(c):

- (i) shall begin on such date coinciding with or after the birth of the child as the employee determines and;
- (ii) shall end not later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child or children first arrive in the employee's home.

### **23.09 Adoption Leave**

- (b) An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption 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)~~ **seventy-eight (78)** weeks upon giving the Employer, 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.

### **23.10 Parental and Adoption Leave Allowance**

- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period, as follows:
  - (i) where the employee is subject to a waiting period of ~~two (2)~~ **one (1)** weeks before receiving E.I. benefits; and

- (ii) up to a maximum of ~~ten (10)~~ **fifty-two (52)** additional weeks.

### 23.19 Compassionate Care Leave

The Employer ~~may~~ **shall** grant leave without pay to a maximum of ~~eight (8)~~ **twenty-eight (28)** weeks to an employee to provide care or support to a family member in accordance with section 60E of the Labour Standards Code, which, ~~as of October 2014~~, provides as follows:

60E Entitlement to unpaid compassionate-care leave

(1) In this Section.

- (a) “common-law partner” of an individual means another individual who has cohabitated 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~~ **twenty-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

where the leave was begun before the certificate was issued, the day the leave was begun.

### 23.20 Critically Ill Child Care Leave

**The Employer shall grant leave without pay to an employee to provide care to their critically ill or injured child, in accordance with section 60K – 60S of the Labour Standards Code.**

## ARTICLE 31 – SICK LEAVE (NON-OCCUPATIONAL)

### 31.12 Medical/Dental Appointments

When a permanent employee or a term (“true term”) employee who has completed one (1) year of service is authorized to be absent from work for a medical/dental appointment, the employee shall be entitled to use regular sick leave credits for the period of absence for up to ~~one (1)~~ **five (5)** days each calendar year, subject to the following conditions:

- (g) the employee is unable to schedule the appointment outside of the employee’s normal working hours;
- (h) the employee shall provide his/her manager with as much notice of the appointment as reasonably possible;
- (i) the Employer may require satisfactory proof of the need for the appointment;
- (j) the use of sick leave credits under this Article is limited to one (1) day in each calendar year and is not cumulative from year to year; and
- (k) the use of the employee’s regular sick leave credits is pursuant to Article 31.01 and only when an employee has the necessary sick leave credits at the time of the appointment.

## ARTICLE 32 – RETIREMENT ALLOWANCE - Discussion

### 32.01 Retirement Allowance

- (a) ~~An employee who is retired and is in receipt of a pension because of age, or mental or physical incapacity, shall be granted a Retirement Allowance equal to one (1) week’s pay for each year of service to a maximum of twenty-six (26) years. The Allowance will include a prorated payment for a partial year of service.~~

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

New

- (b) **Upon request by an employee, the accrued amount of the Retirement Allowance shall be paid to the employee at the wage rate in effect as of the date of the request; or paid to the employee upon retirement at the wage rate in effect at the time of retirement.**

## ARTICLE 34 – CLASSIFICATION AND RECLASSIFICATION

### 34.01 Evaluation Committee

~~Within thirty (30) days of the signing of this agreement, t~~ The parties agree to establish an **Joint Job** Evaluation Committee comprised of three (3) representatives of the employer's **choosing**, and three (3) representatives of the Union's. The **Joint Job** Evaluation Committee (**JJEC**) shall evaluate/classify all new positions and evaluate **employee's** requests to reclassify existing positions whose duties changed. One of the representatives of the Employer shall chair the committee. **The Evaluation Committee shall meet quarterly, where required.**

### ~~34.02 Quarterly Meetings~~

~~The Evaluation Committee shall meet quarterly, where required.~~

### 34.03 Job Evaluation Training and Materials

**The parties agree to share the cost of training the Union's representatives on the JJEC and to provide that training, if required, every three years. The Employer agrees to provide Employees access to training material created to assist in completing their Job Fact Sheets (JFS) including but not limited to a JFS with related Guide, the current JFS for the position, any other JFSs, any Benchmark Position JFSs, and any Ratings and Rationale documentation.**

### 34.04 Request for Classification Review

Should an employee wish to have that employee's position reviewed for classification, the employee shall forward ~~a designated form to the employee's immediate supervisor requesting the review and summarizing how the position has changed~~ **their intent to initiate the evaluation process to their Supervisor along with a completed Job Fact Sheet.** The immediate supervisor shall forward the request **and JFS**, ~~together with a copy of a work description,~~ to the Chair of the Evaluation Committee. The Evaluation Committee will consider an application only once in a twelve (12) month period (for the same position). The Committee may review further requested information at the next (quarterly) Evaluation Committee Meeting. **All requests for review will be on a "first in first out" basis and shall be completed within six (6) months of submission unless extended by mutual agreement. Committee representatives will receive the relevant documentation to be reviewed at least 10 business days prior to the JJEC meeting.**

### 34.05 Effective Date of Reclassification

- (l) The effective date for any reclassification shall be no earlier than the date that the Employee's completed form is given to the immediate supervisor.
- (m) Where an employee leaves the employ of the Employer, and the position held by the employee is reclassified upward, and the effective date of the reclassification is established at a date when the employee was employed



in that position by the Employer, the employee is entitled to the pay increase from the effective date of the reclassification until the date he/she left the position and/or the employ of the Employer.

#### **34.06 Notification of Decision**

The Employer shall notify the Employee and the Union in writing of the results of the evaluation within ten (10) working days following the Evaluation Committee's decision.

#### **Appeal Procedure**

##### **34.07 Referral to Adjudication**

Where the Union or the Employer disagrees on the evaluation of a position, the matter may be referred to a single adjudicator by either party.

##### **34.08 Selection of Adjudicator**

The Employer and the Union shall agree on the names of six (6) persons willing to serve as adjudicators. An alphabetic list shall be compiled of all those names and the adjudicators shall be rotated sequentially.

##### **34.09 Parameters for Adjudication**

The adjudicator shall decide the issue of the proper classification for the position based upon the existing classification system.

**34.10** The adjudicator shall provide a decision, in writing, to the Employer and the Union within thirty (30) days of the referral.

**34.11** The decision of the adjudicator shall be final and binding on all parties, and grievance rights shall not apply in respect of a decision of the adjudicator.

**34.12** The adjudicator shall not:

- (n) alter any position description and/or any classification standards determined by the Employer;
- (o) entertain an appeal based solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant Employee;
- (p) entertain an appeal in respect to a position that has been considered by an adjudicator within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position since the position was last considered by the adjudicator.

## **ARTICLE 36 – HEALTH SPENDING ACCOUNT**

- 36.01 Effective January 1, 2011, the Employer shall credit the Health Spending Account of each permanent employee in the amount of ~~\$750.00~~ **\$1500.00** on January 1 of each year. If an employee becomes a permanent employee during the year, the Employer shall credit the Account of the employee with ~~\$750.00~~ **\$1500.00**, pro-rated based on the balance of the year, less any credit to the employee's Account during the year as a term ("true term") employee.
- 36.02 Eligibility of term ("true term") employees for a Health Spending Account will be the same as their eligibility for Medical Care Insurance. When a term ("true term") employee becomes eligible for an Account, the Employer shall credit the employee's Account in the amount of ~~\$750.00~~ **\$1500.00** pro-rated based on the period from the date of eligibility until the end of the calendar year. Thereafter, as long as the term ("true term") employee remains continuously employed, the Employer shall credit the employee's Account with ~~\$375.00~~ **\$750.00** on January 1 and ~~\$375.00~~ **\$750.00** on July 1.

## **ARTICLE 37 – WAGES**

**The Union will make a wage proposal during the course of collective bargaining.**

**Delete MOA #4 (Union proposes to include, with amendments, in Article 14 – Job Security)**

**Delete MOA #8**

**MEMORANDUM OF AGREEMENT #5**  
**ALTERNATE HOURS OF WORK**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**  
(herein known as the "Employer")

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**  
(herein known as the "Union")

The parties acknowledge that there are established hours of work for all positions, based on a thirty-five (35) hours work week (see Article 15.01). These set hours may vary depending upon operational requirements, and approved Flexible Working Hours (see article 15.05) and/or Modified Work Week (see article 15.06) schedules.

The parties further acknowledge the value of providing a work environment whereby employees in ~~designated positions~~ may schedule alternate hours of work that may vary, in part, from the established hours of work for their positions on a given day, to meet operational needs.

The positions eligible to schedule alternate hours of work under this agreement are those that have historically exercised this practice informally to provide service to clients. This MOA is intended to formalize the existing practice, including but not limited to the method of compensation and the manner in which scheduling alternate hours of work is utilized. For clarity, the volume of alternate hours of work scheduled and the frequency with which schedules vary from the established hours of work shall not change as a result of this MOA.

The Union and Employer agree that employees in ~~the designated positions~~ specified below are eligible to schedule alternate hours of work under the terms as outlined in this agreement.

1. Employees in ~~the designated positions~~ have the option to schedule alternate hours of work. This option extends to employees in term positions, as well as those in permanent positions. Upon signing of this MOA, employees opting to schedule alternate hours or work shall notify their manager in writing via the specified form of their wish to exercise this option. Employees may change their option once every six (6) months, or sooner if mutually agreed by the employee and Manager.
2. Alternate hours that are worked may be outside of the established hours of work and may include but are not limited to: shifts that are longer or shorter than 7.0 hrs and splitting on one day. Where the employee schedules alternate hours of work and works more than 7.0 hours in a day or more than 70 hours biweekly, the time worked outside of the normal hours will be accumulated at straight time. Employees shall not work more than twelve (12) hours per day, including travel time. No more than 15 hours in total may be accumulated. Accumulated time shall be taken in the form of time off and shall not be paid out.

3. Notwithstanding item #2 above, time worked on weekends shall be considered overtime and as such must be pre-approved by management.
4. Where an employee exercises his/her option to schedule alternate hours, and where the employee works an extension of the normal workday for circumstances that could not be anticipated in advance, he/she will inform his manager as soon as reasonably possible. This time shall be review and compensated as per the overtime provisions in the collective agreement, as applicable.
5. Employees exercising the option to schedule alternate hours are responsible to track, document and submit as per the unit's established process all hours worked, banked and taken off.

~~Designated Positions:~~

~~Adjudicator (in ISTs and WSTs)~~

~~Case Manager (in ISTs and WSTs including Floats)~~

~~Education Consultant~~

~~Ergonomist~~

~~Ergonomist Process Leader~~

~~Field Services Coordinator~~

~~Field Services Representative~~

~~Prevention Information Officer~~

~~Rate Coordinator~~

~~Relationship Manager~~

~~Workplace Consultant~~

**MEMORANDUM OF AGREEMENT #8**  
**ARTICLE 36 – HEALTH SPENDING ACCOUNT**

**Between**

**~~THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA~~**

**And**

**~~THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION~~**

~~On signing of the Collective Agreement for the term January 1, 2012 through December 31, 2014, the Employer agrees to a special one-time additional credit of \$125 to the Health Spending Account of each employee eligible for such an account under Article 36. The special credit will be effective January 1, 2013 and is for the purpose of increasing the Health Spending Account for the eligible employees until the joint committee, which the parties have agreed to establish to review the group health and dental benefit plans, has had an opportunity to conduct that review and to recommend possible changes to benefit provisions.~~