

AGREEMENT

Between

Nova Scotia Pension Services Corporation

and the

**Nova Scotia Government & General
Employees Union**

April 1, 2021 – March 31, 2025



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PREAMBLE

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

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purposes of this Agreement:

- (a) “Bargaining Unit” means all the probationary, permanent, and term employees of the Employer except those employed in a managerial or a confidential capacity.
- (b) “Daily rate of pay” means an employee’s bi-weekly rate of pay divided by ten (10).
- (c) Day:
 - (i) “Business Day” means Monday through Friday, excluding holidays.
 - (ii) “Calendar Day” means any day of the week, including holidays.
 - (iii) “Work Day” means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.
- (d) “Employee” means a person who is included in a bargaining unit.
- (e) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (f) “Employer” means Nova Scotia Pension Services Corporation.
- (g) “Holiday” means the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.
- (h) “Leave of Absence” means absent from work with permission.
- (i) “Lockout” includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (j) “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.
- (k) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (l) “Strike” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the Employer to agree to terms or conditions of

employment or to aid other employees in compelling their Employer to agree to terms or conditions of employment.

- (m) "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).
- (n) "Week" means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours.
- (o) "Union" means the Nova Scotia Government & General Employees Union.

1.02 Service

For the purposes of this Agreement, "service" means:

- (a) total accumulated months of employment for employees where appointments have been made by the Employer.
- (b)
 - (i) Notwithstanding Article 1.02 (a) except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who receives salary for more than ten (10) days during that calendar month.
 - (ii) Calculation of service under Article 1.02 (b) is subject to Article 16.05, Conversion of Hours.
 - (iii) For the purposes of Article 1.02 (b) (i), service related benefits are vacation, sick leave, Public Service Awards, RRSP program and severance.
 - (iv) The application of the revisions to Article 1.02(b) is limited to service earned on and after January 1, 1990.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees of the Employer in the bargaining unit.

2.02 No Discrimination for Union Activity

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

ARTICLE 3 – EQUITY AND DIVERISTY

3.01 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.

ARTICLE 4 – APPLICATION

4.01 Binding Agreement

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

ARTICLE 5 – FUTURE LEGISLATION

5.01 Future Legislation

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

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 Management Rights

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

6.02 Safety Regulations

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

6.03 Consistent Application

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

6.04 Delegation of Authority

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

ARTICLE 7 – RIGHTS AND PROHIBITIONS

7.01 No Lockout or Strike

The Employer shall not cause a lockout, an employee shall not strike, and the Union shall not sanction, encourage, or support financially or otherwise, a strike by its members during the term of this Agreement.

ARTICLE 8 – UNION INFORMATION

8.01 Bulletin Boards

The Employer will provide, upon request by the Union, adequate and visible bulletin board space in each work area for the posting of notices by the Union pertaining to elections, appointments, meeting dates, and news items, social and recreational affairs. The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards, and the parties shall then endeavour to achieve a mutually satisfactory resolution, and such matters shall not be the subject of a grievance.

8.02 Distribution of Union Literature

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

ARTICLE 9 – INFORMATION

9.01 Copies of Agreement

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

9.02 Letter of Appointment

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

9.03 Employer to Acquaint New Employees

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

9.04 Union to Acquaint New Employees

The Employer agrees to provide the Union at the time of hiring, or as soon as practical thereafter, an opportunity to meet for one-half (1/2) hour, in the workplace, each new member to explain rights and obligations of Union membership, the role and structure of the Union, including shop stewards, and the provisions of the collective agreement.

9.05 Employee Information Provided to Union

- (a) Within sixty (60) days of the signing of the Collective Agreement, the Employer shall provide to the Union the names, position titles, employment status (permanent, part-time, term), pay rates and the last known home address of all employees who are covered by this Agreement.
- (b) The Employer shall provide to the Union, on at least a monthly basis, a report containing any changes to the information specified in Article 9.05 (a).
- (c) Should the Employer be unable to comply with either Article 9.05 (a) or 9.05 (b) due to operational capabilities, the Employer shall provide the Union with reasonable notice.
- (d) The Union is committed to protecting the privacy and confidentiality of employees' personal information. Employee home addresses shall be used for the purpose of Union business only.
- (e) The Employer agrees to provide the Union such information relating to employees in the bargaining unit that in the opinion of the Employer may be required for collective bargaining purposes.

9.06 Position Descriptions

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

ARTICLE 10 – APPOINTMENT

10.01 Probationary Period

Except as provided in 10.02(c) and 10.03(a), an employee may be appointed to their permanent position on a probationary basis for a period not to exceed twelve (12) months. Where an employee is appointed to a permanent position on a probationary basis, time worked by the employee in a previous term position shall count towards the twelve (12) month probationary period.

10.02 Confirmation of Permanent Appointment

- (a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis except as provided in Article 10.02(c) and 10.03(a).

- (c) A probationary employee who applies for and is appointed to a different position shall work at least six (6) months in the new position before the appointment is confirmed on a permanent basis. The entire probationary period will not exceed eighteen (18) months.

10.03 Extension of Probationary Period

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six calendar (6) months.
- (b) When an employee's probationary appointment is to be extended as provided in Article 10.03(a), the Employer shall notify the employee one (1) calendar month prior to the expiry of the probationary period setting out the reasons for the extension.
- (c) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for the length of time that the employee may have been on leave during the probationary period, where the total leave exceeds two (2) calendar months.

10.04 Termination of Probationary Appointment

The Employer may terminate a probationary appointment at any time without notice.

10.05 Term Appointment

- (a)
 - (i) An employee who is employed continuously in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more (i.e. one thousand three hundred and sixty-five (1,365) hours) but less than one hundred and four (104) weeks (i.e. three thousand six hundred and forty (3,640) hours) shall be appointed as a Term Employee.
 - (ii) Notwithstanding (i) where an employee has been employed continuously in a regularly scheduled part time position, in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more, but less than one hundred and four (104) continuous weeks shall be appointed as a Part Time Term Employee.
- (b) Notwithstanding (a), where the Employer has funding from a third party which will support a specific project for a term of more than two (2) years, the Employer may appoint an employee for the term of the funding to a maximum of three (3) years. If the term appointment exceeds three (3) years, the Employer shall change the status of the employee appointed to that position from term to permanent, upon the completion of more than three (3) years of service. If requested by the Union, the Employer will provide specific information substantiating the third party funding.
- (c) Appointments under (b) are not subject to Article 10.07(c).

10.06 Termination of Term Appointment

The Employer may terminate a term appointment at any time.

10.07 Change of Term Status

- (a) The Employer may change the status of an employee appointed under the provisions of Article 10.05 to probationary or permanent.
- (b) If the Employer determines that there is a need on a permanent basis to fill a position to which an employee is appointed on a Term basis and there is no present incumbent, the Employer shall change the status of the employee appointed to that position from Term to

permanent without posting, provided the employee has been employed on a Term basis for at least twelve (12) months and shall notify the employee in writing. The Employee shall serve a probationary period as per Article 10.01.

- (c) In the event that
 - (i) a term appointment exceeds two (2) years, or
 - (ii) the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, or
 - (iii) an employee has been continuously employed in a bargaining unit position(s) for a minimum of forty percent (40%) of the regularly scheduled full-time hours applicable to the position(s) for more than one hundred and four (104) continuous weeks, of which the most recent twelve (12) month period was in the same position, the Employer shall change the status of the employee appointed to the position from term to permanent upon completion of the two (2) years one hundred and four (104) continuous weeks service and shall notify the employee in writing. For the purpose of this Article, "service" is calculated from the date of last appointment to the Civil Service or the Employer.

10.08 Termination Notice

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

10.09 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 10.08, shall continue to receive their pay for the number of work days prior to the date of termination.

10.10 Written Reasons for Termination

An employee employed in a position on a probationary or term basis shall be given the reasons for termination in writing within the period of notice pursuant to Article 10.08.

10.11 Re-employment in Former Position

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

10.12 Permanent Employees Appointed to Term Positions

- (a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment to their original position. Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry date of the term appointments.
- (b) Provided there is no present incumbent, and where the term exceeds twenty-four (24) months or the position is determined permanent prior to twenty-four (24) months, the

Employer shall declare as the incumbent the employee who occupies that term position, unless the employee chooses to return to their original position.

10.13 Student Employment

- (a) Students who are employed to backfill in a bargaining unit position shall be paid the bargaining unit rate and if so employed for more than ten (10) weeks will be a member of the bargaining unit.
- (b) Students who are employed only to supplement the work of the bargaining unit members will not be members of the bargaining unit and the Employer shall set their rate of pay.
- (c) The Parties may agree that students hired for special projects will not be members of the bargaining unit and the Employer shall set their rate of pay. Such agreement shall not be unreasonably withheld.

10.14 No Avoidance

The Employer will not utilize casual and term appointments to avoid filling a permanent position.

10.15 Maintaining Bargaining Unit Status

- (a) Where an employee has acquired bargaining unit status as a 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 if the employee is rehired by the Employer within a time frame that results in an employee having worked more than ten (10) weeks in a fifty-two (52) week period.
- (b) For purposes of this Agreement an employee's work is continuous where the employee has worked a minimum of forty percent (40%) of the full time hours applicable to the position each week or has been on an approved leave.

ARTICLE 11 – RE-ASSIGNMENT AND JOB VACANCIES

11.01 Re-Assignment

- (a) Notwithstanding any other provision in this collective agreement, the Employer has the right to assign or re-assign employees or work as required within the same position title. 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 their concern with their immediate supervisor through the established informal step in the grievance procedure.
- (e) Before a grievance on reassignment is referred to adjudication, the circumstances are to be reviewed by the Joint Consultation Committee.

11.02 Job Posting

- (a) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post electronically, for a minimum of fourteen (14) calendar days, notice of such new position or vacancy.
- (b) Applicants for all new positions or vacancies to be filled by job posting shall be considered separately in the following sequence: internal competition, external competition. The Employer reserves the right to post simultaneously for internal competition and external competition.
- (c) The Union and Employer may agree that job postings be restricted to aboriginal peoples, racially visible persons, persons with disabilities, and women and men in non-traditional roles.
- (d) Where no bargaining unit applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.
- (e) In the event that a vacancy arises in the same position within a six (6) month period of the closing date or job competition, the Employer is not required to post the vacancy. The position may be filled through a prior job competition during this period.

11.03 Filling Vacancies

Where it is the opinion of the Employer that:

- (a) a vacancy can be filled from within, and
- (b) two or more applicants are qualified, and
- (c) those applicants are of equal merit, preference in filling that vacancy shall be given to the applicant with the greatest length of service.

In the event that those applicants have an equal length of service, in accordance with Article 1.02, preference in filling that vacancy shall be given to the applicant with the earliest date of hire. However, where an employee was hired, left the employ of the Employer, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied.

Where the applicants have the same earliest date of hire, a method of chance will be used to break the tie.

ARTICLE 12 – TEMPORARILY WORKING IN AN EXCLUDED POSITION

12.01 Employee Rights

Where an employee successfully competes for an excluded position and takes an approved leave from their bargaining unit position to work in an excluded position, the employee has a right to return to their bargaining unit position at the expiry of the excluded position.

12.02 Union Representation

While in the excluded position, the employee shall not pay Union dues nor shall the Union have a duty to represent the employee in any matter arising out of their excluded position. However, the Union reserves the right to represent the employee in relation to their right to return to their bargaining unit position.

12.03 Job Postings

Should the employee apply for a bargaining unit position while on an approved leave from their bargaining unit position, the employee shall be considered an internal applicant.

ARTICLE 13 – UNION DUES

13.01 Deduction of Union Dues

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

13.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 13.01.

13.03 Religious Exclusions

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

13.04 Remittance of Union Dues

The amounts deducted in accordance with Article 13.01 shall be remitted to the Secretary-Treasurer of the Union.

13.05 Liability

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

ARTICLE 14 – STEWARDS

14.01 Recognition

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

14.02 Notification

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

14.03 Union Representation

The Employer will advise an employee that they have the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of

being advised of a verbal warning, a written warning, a suspension without pay or discharge. Should the Union be unavailable, the Employer may proceed with the verbal warning, written warning, suspension or discharge meeting in the Union's absence.

14.04 Servicing of Grievances

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

ARTICLE 15 – TIME OFF FOR UNION BUSINESS

15.01 Leave Without Pay

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

Such permission shall not be unreasonably withheld.

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

Such permission shall not be unreasonably withheld.

15.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and the local bargaining committee.

15.03 Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave with pay for a period not exceeding two (2) work days, and special leave with pay for traveling time for such portion of the work day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.

- (b) The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the registered delegates to the Annual meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

15.04 Number of Employees Eligible

The number of employees eligible for special leave provisions under Articles 15.01 and 15.03 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

15.05 Contract Negotiations

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

15.06 Grievance Meetings

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

15.07 Arbitration

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

- (a) grievors for the purpose of attending their own grievance hearing;
- (b) called as a witness by an Arbitration Board;
- (c) meeting with management in joint consultation prescribed by Article 29.

15.08 Full-time President

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

ARTICLE 16 – HOURS OF WORK

16.01 Hours of Work

The hours of work shall be thirty-five (35) hours per week exclusive of a meal break. Employees shall be entitled to two (2) paid rest periods per day totaling not more than thirty (30) minutes. An employee must work at least six (6) hours to qualify for the second rest period.

16.02 Flexible Working Hours

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

16.03 Modified Work Week

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

16.04 Return to Regular Times of Work

In the event that a modified work week or flexible working hours' system provided for in Article 16.02 and 16.03:

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

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

16.05 Conversion of Hours

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

- (a) calculation of service under Article 1.02 (b)
- (b) annual vacation entitlement
- (c) vacation carry over
- (d) paid holidays under Article 20.01
- (e) bereavement leave
- (f) leave for family illness
- (g) leave for emergency
- (h) leave for medical/dental appointments
- (i) sick leave
- (j) acting pay qualifying period
- (k) rest periods

ARTICLE 17 – OVERTIME

17.01 Definitions

In this Article and Article 20 Holidays

- (a) "overtime" means authorized work in excess of an employee's regular work day or regular work week as specified in the applicable appendix.

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

$$(i) \quad \frac{\text{biweekly rate}}{70} \times 1.5$$

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

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

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

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

17.02 Allocation and Notice of Overtime

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

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

17.03 Union Consultation

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

17.04 Overtime Compensation

Subject to Article 17.05, an employee is entitled to time and one half (1 ½ T) compensation for each hour of overtime worked.

17.05 Overtime Eligibility

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

17.06 Overtime Meal Allowance

- (a) An employee, who is required to work a minimum of three (3) hours overtime following their scheduled hours of work, and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to their place of work. Under such conditions, they shall be reimbursed their expenses for one (1) meal in the amount of \$10.00 except where free meals are provided.
- (b) If the employee continues to work beyond three (3) hours overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.

- (c) An employee who is called back to work under the provisions of Article 18.04 shall be provided with a meal break and allowance (or meal), in accordance with (a) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

17.07 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow their regular shift shall be given not less than four (4) hours prior notice. If such notice is not given, the provisions of Article 18.04 (Callback Compensation) shall apply.

17.08 Overtime on First Day of Rest

An employee who is required to work overtime on their first day of rest shall be paid at the overtime rate as provided in Article 17.04.

17.09 Overtime on Second Day of Rest

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

17.10 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

17.11 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties other than the duties of their regular position, they will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime period but will in no case be paid a rate lower than their applicable overtime rate.

17.12 Form of Compensation

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

17.13 Time Off in Lieu of Overtime

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

17.14 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work established in accordance with Article 16, in order to equalize any overtime worked.

ARTICLE 18 – STANDBY AND CALLBACK

18.01 Standby Compensation

Employees who are required by the Employer to standby shall receive standby pay for each standby period of eight (8) hours or less in accordance with the following:

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

18.02 Employee Availability

- (a) An employee designated for standby duty shall be available during their period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called. Where an employee is required to be available for standby duty, the Employer may, subject to operational requirements, approve the employee's transfer of their standby duty to another qualified and interested employee.
- (b) The Employer, at its expense and discretion, will supply cellular phones to members of the bargaining unit who are designated for standby duty.

18.03 Failure to Report

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

18.04 Callback Compensation

An employee who is called back to work and who reports for work shall be compensated, for a minimum of four (4) hours at a straight time rate for the period worked or the applicable overtime rate, whichever is greater. Articles 17.12 and 17.13 shall apply to an employee's callback compensation. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any employee who is called back.

ARTICLE 19 – VACATIONS

19.01 Annual Vacation Entitlement

Subject to Article 16.05, an employee shall be entitled to receive annual vacation with pay:

- (a) Each year during his his/her first sixty (60) months of service at the rate of one and one-quarter (1.25) days for each month of service; three (3) weeks during first five (5) years of service.
- (b) Each year after sixty (60) months of service at the rate of one and two-thirds (1.67) days for each month of service; four (4) weeks after five (5) years of service.
- (c) **Each year after eighty-four (84) months of service at the rate of one and three-quarter (1.75) days for each month of service; four (4) weeks and one (1) day after seven (7) years of service.**
- (d) **Each year after one hundred and eight (108) months of service at the rate of one and eighty-three one hundredth (1.83) days for each month of service; four (4) weeks and two (2) days after nine (9) years of service.**

- (e) Each year after one hundred and thirty-two (132) months of service at the rate of one and ninety-two one hundredth (1.92) days for each month of service; four (4) weeks and three (3) days after eleven (11) years of service.
- (f) Each year after one hundred and fifty-six (156) months of service at the rate of two (2) days for each month of service; four (4) weeks and four (4) days after thirteen (13) years of service.
- (g) Each year after one hundred and eighty (180) months of service at the rate of two and eight one hundredth (2.08) days for each month of service; five (5) weeks after fifteen (15) years of service.
- (h) Each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2.5) days for each month of service; six (6) weeks after twenty-four (24) years of service.

19.02 Vacation Year

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

19.03 Authorization

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

19.04 Vacation Scheduling

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

19.05 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 or delegated official shall:

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

19.06 Unbroken Vacation

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

19.07 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days shall be carried over to the following year but shall lapse if not used before the close of that year.
- (b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year.

19.08 Accumulative Vacation Carry Over

- (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Employer it will not interfere with the efficient operation of the Department.
- (b) The scheduling of any vacation carryover accumulated pursuant to 19.08(a) is subject to authorization and scheduling in accordance with Article 19.03, Article 19.04, Article 19.05 and Article 19.06.

19.09 Borrowing of Unearned Vacation Credits

With the approval of the Employer, an employee may be granted five (5) days from the vacation leave of the next subsequent year.

19.10 Employee Compensation Upon Separation

An employee, upon their separation from employment shall be compensated for vacation leave to which they are entitled.

19.11 Employer Compensation Upon Separation

An employee, upon separation from employment shall compensate the Employer for vacation which was taken but to which they were not entitled.

19.12 Vacation Credits Upon Death

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

19.13 Vacation Records

An employee's vacation leave balance shall be recorded on their pay stub.

19.14 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty after they have proceeded on vacation leave.

19.15 Reimbursement of Expenses Upon Recall

Where, during any period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses, subject to the provisions of Article 30 (Travel Regulations) that they incur:

- (a) in proceeding to their place of duty; and
- (b) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled.

19.16 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 19.14 and 19.15, 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.

19.17 Illness During Vacation

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

19.18 Use of Vacation Leave

No leave taken under this Article shall be used in the Employer's Attendance Management Program.

ARTICLE 20 – HOLIDAYS

20.01 Paid Holidays

Subject to Article 16.05, the holidays for employees shall be:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Natal Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon
- (n) any other day or part of a day declared by the Province to be a holiday for employees in whole or any part of the Province.

20.02 Exception

Article 20.01 does not apply to an employee who is absent without pay on both the work day immediately preceding and the work day following the designated holiday.

20.03 Holiday Falling on a Day of Rest

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

- (a) the work day immediately following their day of rest; or
- (b) the day following the employee's annual vacation; or
- (c) another mutually acceptable day between the Employer and the employee.

20.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 20.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

20.05 Compensation for Work on a Holiday

Where an employee is regularly scheduled to work and their regularly scheduled day of work falls on a paid holiday, as defined in Article 20.01, they shall receive compensation equal to two and one-half (2 ½) times their regular rate as follows:

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

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 20.05 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

20.06 Overtime on a Holiday

- (a) When an employee is required to work overtime on a paid holiday, as defined in Article 20.01, they will receive compensation equal to three (3) times their regular rate as follows:
 - (i) compensation at two (2) times their regular rate for the hours worked on the holiday; and
 - (ii) holiday pay for the holiday, as defined in Article 20.01.
- (b) An employee may request time off with pay in lieu of compensation under 20.06 (a)(i) above, at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.
- (c) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 20.06 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.
- (d) Where operational requirements permit, the Employer may authorize an extension of time limits provided in (b) above.

20.07 Time off In Lieu of Holiday

In no case shall the total time off in lieu of the holiday referred to in 20.05(b), and 20.06(b) above exceed the equivalent of one (1) complete shift.

ARTICLE 21 – SPECIAL LEAVE

21.01 Special Leave

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

(a) special leave without pay, for such a period as it deems circumstances warrant;

(i) Health and Dental and Group Life Insurance

An employee who is granted a special leave without pay shall provide the Employer with payment for their portion of health and dental and group life insurance (Basic and Optional Life) premiums, for the entire duration of their leave, in advance of the commencement of the employee's leave by post-dated cheques, money order or payroll deduction.

(ii) Pension

An employee who is granted a special leave without pay may provide the Employer with payment for their portion of pension premiums, for partial or full duration of their leave, by postdated cheques, money order or payroll deduction. If payment is not received, participation in the Pension Plan will cease for the time period for which premiums have not been received. Subject to eligibility and Pension Plan rules, the employee may also apply to buy back pension.

(iii) Failure to Make Payment

Where an employee fails to provide the Employer with the required payment for their portion of health and dental or group life insurance or pension benefit premiums, the benefit(s), for which payment has not been received, shall cease effective the start date of the leave and until such time as the employee returns to work and the employee and Employer resume payment of benefit premiums/contributions. Where an employee's post-dated cheque fails to cover the required premium by the appropriate payment date or where a cheque is returned due to insufficient funds, the Employer will contact the employee by registered mail at their last known address. If the employee does not make the payment by money order or certified cheque, inclusive of any arrears, within fourteen (14) calendar days of the date of the registered letter, benefits will cease retroactive to the last date for which premiums were paid by the employee.

(iv) Long Term Disability

An employee who is granted a special leave without pay shall provide the Employer with payment for their portion of LTD premiums for the entire duration of their leave. Payment for LTD premiums must be completely paid in advance for the period of the leave, otherwise the leave will not be granted.

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in the NSPS Long Term Disability plan, the employee will not be required to make duplicate premium

payments and the requirements of Article 21.01 (a)(iv) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in any long term disability plan, the employee may opt out of the NSPS Long Term Disability plan and the requirements of Article 21.01 (a)(iv) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

- (b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

21.02 Bereavement Leave

- (a) **In the event of a death in the immediate family, every employee shall be entitled to special leave with pay, subject to Article 16.05 (Conversation of Hours), for a period of up to ten (10) work days for each death. In this article, immediate family is defined as spouse, child, parent, sibling or half-sibling.**
- (b) Every employee shall be entitled to special leave with pay, subject to Article 16.05, for a period of up to 5 (five) work days for each death. In this article, immediate family is defined as step-parents, step-sibling, parent-in law, child-in law, step child, ward of the employee, grandparent or grandchild of the employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) **Notwithstanding Article 21.02 (a) and (b) above, a portion of an employee's paid leave entitlement for such circumstances may extend for a period of up to one (1) year beyond the expiration of seven (7) calendar days commencing midnight following the death, where the employee has obtained approval from their supervisor at the time of death to defer a portion of the leave to a later date due to the burial and/or service relating to the death taking place beyond this timeframe.**
- (d) Every employee shall be entitled to special leave with pay, subject to Article 16.05, up to a maximum of one (1) work day in the event of death of the employee's sibling-in-law, parent's sibling, siblings child, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (e) The above entitlement is subject to the proviso that proper notification is made by the employee to the Employer.
- (f) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.

21.03 Court Leave

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

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

Where an employee notifies the Employer in advance, where possible, that they are required to serve pursuant to Article 21.03(b), as a result of the functions they fulfill on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked.

21.04 Jury Compensation

Any employee given leave of absence with pay to serve on a jury pursuant to Article 21.03(a) shall have deducted from their salary an amount equal to the amount that the employee receives for such jury duty, but not including any expenses paid by the Department of Justice to the employee for kilometrage and parking.

21.05 Leave for Family Illness

- (a) In this article family member means spouse, child, parent, sibling, grandchild, parent's sibling, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.
- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying the Employer leave with pay, subject to Article 16.05, up to a maximum of five (5) work days per annum. The Employer may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.
- (c) In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying the Employer, approval to access leave credits provided for pursuant to 21.05(b). The Employer may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

21.06 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 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 fifteen (15) 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 21.06 (d).
- (f) A pregnant employee shall provide the Employer with a least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates they will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 21.06 (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 21.06 (g) is not possible, the employee shall give the Employer as much notice as reasonably practicable of:
- (i) the date the employee will begin the pregnancy leave where they are advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from their 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 21.06 (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 person 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 21.06, the employee shall resume work in the same position they 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) Subject to Article 21.01 (a), 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 their 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 21.06.
- (m) Leave for illness of an employee arising out of or associated with the pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 21.06 may be granted in accordance with the provisions of Article 23 (Sick Leave).

21.07 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a one (1) week waiting period before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay

for waiting period, less any other earnings received by the employee during the benefit period;

- (ii) Up to a maximum of six (6) additional weeks, payments equivalent to the difference between the weekly E.I. benefits, the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (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-six (26) weeks by the regularly scheduled full-time hours of work for the employees' position.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount they are required to remit to Employment and Social Development Canada, where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

21.08 Parental Leave

(a) Parental Leave

Subject to 21.08 (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 **seventy-seven (77)** 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 in accordance with the provisions of Article 21.06 (g) or (h).

(b) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 21.06 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 **sixty-one (61)** weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 21.06.

(c) Parental Leave other than in Article 21.08 (b)

For an employee other than one whom Article 21.08 (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 **seventy-seven (77)** 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 21.08 (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 21.08 (b) or (c), the employee shall resume work in the same position they 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) Subject to Article 21.01 (a), 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 their leave, and their 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 21.08.
- (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 Employer at least (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

21.09 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 **seventy-seven (77)** 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.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 21.09 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption Leave:
 - (i) may begin, in the case of international adoption, upon the arrival of the Employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and
 - (ii) shall end not later than **seventy-seven (77)** 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 21.09 (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) Subject to Article 21.09 (a), 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 21.09.

21.10 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 23 of the *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period before receiving E.I. Benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for the one (1) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of eleven (11) 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 their position on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's position.
- (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 they are required to remit to Employment and Social Development Canada where her /his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

21.11 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 day. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) full day 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.

21.12 Leave for Emergency

An employee shall be granted leave of absence with pay, subject to Article 16.05, up to two (2) work days for a critical condition which requires their personal attention resulting from an emergency, which cannot be serviced by others or attended to by the employee at a time when they are normally off duty.

21.13 Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence, subject to Article 16.05, up to four (4) work days per annum in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

21.14 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
 - (iv) Notwithstanding 21.14 (a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 21.14(a)(i), (ii) or (iii), where reasonable efforts have been made by the employee to arrive at their work station at the scheduled time.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 21.14 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 21.14 (b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.
- (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

21.15 Leave of Absence for Public Office

Requests for Leave of Absence without Pay for elected public office will not be unreasonably denied.

21.16 Military Leave

Requests for Leave of Absence without Pay for military purposes will not be unreasonably denied.

21.17 Prepaid Leave

(a) Purpose

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

(b) Terms of Reference

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to members be maintained.
- (ii) A suitable replacement for the employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the collective agreement provided the leave is for a period of one (1) year.
- (iii) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (iv) It is understood that the Plan shall comply with Canada Revenue Agency requirements.

(c) Eligibility

Any permanent employee is eligible to participate in the Plan.

(d) Application

- (i) An employee must make written application to the Employer 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 Employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
- (ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

(e) Leave

- (i) The period of leave will be no less than six (6) consecutive months and no more than twelve (12) consecutive months, except where the leave of absence is to be taken by the employee for the purpose of permitting the full-time attendance of the employee at a designated educational institution (within the meaning assigned by subsection 118.6(1) of the Income Tax Act, R.S.C. 1985, c. 1(5th Supp.)), in which case the period of leave will be no less than three (3) consecutive months and no more than twelve (12) consecutive months.
- (ii) On return from leave, the employee will be assigned to their same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- (iii) After the leave, the employee is required to return to regular employment with the Employer.

(f) Payment Formula and Leave of Absence

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

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

- (ii) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes and Canada Pension Plan at that time.
 - (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
 - (iv) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
 - (v) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
 - (vi) The employee may arrange for any length of deferral period in accordance with the provisions set out under (f) (v).
- (g) Benefits
- (i) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had they not been enrolled in the Plan.
 - (ii) An employee's benefits will be maintained by the Employer during their leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.
 - (iii) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had they not been enrolled in the Plan.
 - (iv) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
 - (v) Superannuation deductions shall be made on the salary the employee would have received had they not entered the Plan or gone on leave.
 - (vi) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.
- (h) Withdrawal
- (i) An employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
 - (ii) In the event of withdrawal, the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
 - (iii) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
 - (iv) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

- (i) Written Contract
 - (i) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
 - (ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

21.18 Professional Development

- (a) The Employer agrees to be consistent in its application and administration of the Professional Development policy.
- (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.
- (d) Article 21.01(a) shall apply to professional development leave without pay.

21.19 Compassionate Care Leave

- (a) The Employer may grant leave without pay to a maximum of **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 provides:
Entitlement to unpaid compassionate-care leave
60E (1) In this Section,
 - i. “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 (1) year;
 - ii. “family member”, in relation to an employee, means,
 - a spouse or common-law partner of the employee,
 - a child of the employee or a child of the employee’s spouse or common-law partner,
 - a parent of the employee or a spouse or common-law partner of the parent, and
 - any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;
 - iii. “week” means the period between midnight on Saturday and midnight on the following Saturday.
- (b) An employee who has been employed by an employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to **twenty-eight (28)** 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 (26) weeks from:
 - i. the day the certificate is issued; or
 - ii. where the leave was begun before the certificate was issued, the day the leave was begun.
- (c) The leave of absence referred to in subsection (b) may only be taken during the period
 - i. that begins with
 - the first day of the week in which the certificate is issued, or

- 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
- ii. that ends with the last day of the week in which either of the following occurs:
 - the family member dies, or
 - the expiration of **fifty-two (52)** weeks following the first day of the week referred to in clause (a).
- (d) A leave of absence under this Section may only be taken in periods of not less than one (1) week's duration.
- (e) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (b).
- (f) For the period of time specified in subsection (b), 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 (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (g) Where the employee opts in writing to maintain the benefit plan referred to in subsection (f), 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.
- (h) Nothing in subsection (g) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (f).
- (i) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Article.

21.20 Volunteer Firefighters and Ground Search and Rescue

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

21.21 Use of Special Leave

No leave taken under this Article shall be used in the Employer's Attendance Management Program.

ARTICLE 22 – GROUP INSURANCE

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

ARTICLE 23 – SICK LEAVE

23.01 General Illness Leave Benefit

- (a) Subject to Article 16.05, an employee who is unable to perform their duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have their maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service they will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1, of the following fiscal year.

23.02 Short-Term Illness Leave Benefit

- (a) Subject to Article 16.05, an employee who is unable to perform their duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - (i) for employees with less than one (1) year of service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) work days of absence;
 - (ii) for employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) work days of absence;
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 23.02(a) applicable during the year in which the short-term illness commenced.

23.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury, whether the illness or injury would qualify for general illness, will be considered to be within the original short-term leave period as defined in Article 23.02(a). Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 23.02. Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 23.02.

- (d) The provisions of Article 23.03(b) shall not apply to an employee who has returned to work on an ease back basis. In such a case, the employee will be considered to be within the original short term leave period as defined in Article 23.02 (a). Ease back periods shall be determined in agreement with the Union, but in no case shall the trial period exceed three (3) months.

23.04 Benefits Not Paid During Certain Periods

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

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 15 of the Agreement or in the case of circumstance covered under Article 23.05.

23.05 Benefits/Layoff

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, they 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 they shall be covered by the provision of Article 34.
- (b) During the period an employee is on layoff status, they shall not be entitled to benefits under Article 23 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, they shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 23.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

23.06 Long-Term Disability

The Employer and the Union shall continue to participate in the provision of a Long Term Disability Plan as exists on the coming into force of this Agreement. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan. Exclusive jurisdiction with respect to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund. The agreed upon terms and conditions of the Long Term Disability Plan are subject to modification from time to time during the term of the collective agreement and may be changed by agreement of the parties to the collective agreement at any time after consultation with the Trustees.

The text is set out at the link below. It may be amended periodically pursuant to the provisions of the Plan and questions regarding the current LTD Plan text may be directed to the LTD Plan office or the NSGEU.

<https://www.nsps-ltd.com/ltd-plan>

23.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any employee on illness leave under Article 23 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

23.08 Proof of Illness

An employee may be required by the Employer 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 Employer has reason to believe an employee is misusing sick leave privileges, the Employer 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.

23.09 Sick Leave Application

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

23.10 Unearned Credits Upon Death

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

23.11 Sick Leave Records

An employee is entitled to electronic access of their sick leave with pay credits.

23.12 Employer Approval

An employee may be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer and provided they have the necessary sick leave credits.

23.13 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.

23.14 Alternate Licensed Healthcare Practitioner

For the purpose of this Article,

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

Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

23.15 Ongoing Treatments

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

23.16 Health Spending Account

Employees shall be entitled to a Health Spending Account, subject to CRA regulations as follows:

January 1, 2021	\$500.00
January 1, 2022	\$525.00
January 1, 2023	\$550.00
January 1, 2024	\$600.00

These amounts may be used in the year that they apply and are not cumulative.

The Health Spending Account shall be pro-rated in the first calendar year of employment based on the definition of service. For example, an employee commencing employment on July 1, 2021 shall be eligible for \$250.00

ARTICLE 24 – PERFORMANCE REVIEW AND EMPLOYEE FILES

24.01 Performance Review

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

24.02 Notice of Performance Improvement Requirements

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

24.03 Record of Disciplinary Action

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

24.04 Employee Access to Personnel File

Employees may make an appointment with Human Resources to review their personnel and medical files during regular business hours.

ARTICLE 25 – DISCIPLINE AND DISCHARGE

25.01 Just Cause

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

25.02 Notification

- (a) Where an employee is disciplined, suspended without pay or discharged, the Employer shall provide the employee at the time disciplinary action or discharge is imposed, with written notice advising of the reason(s) for the discipline or discharge.
- (b) The Employer shall provide the Union with a copy of the written notice within ten (10) calendar days.

25.03 Grievances

Where an employee alleges that they have been suspended or discharged in violation of Article 25.01, they may within ten (10) business days of the date on which they were notified in writing or within twenty (20) business days of the date of their suspension or discharge, whichever is later, invoke the grievance procedure including provisions for arbitration and for the purpose of a grievance, alleging violation of Article 25.01 they shall lodge their grievance at the final level of the grievance procedure.

25.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 25.01, that employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued if they had not been suspended or discharged. One of the benefits they shall not lose is their regular pay during the period of suspension or discharge which shall be paid at the end of the next complete pay period following the reinstatement.

ARTICLE 26 – RESIGNATION

26.01 Resignation

If an employee desires to terminate their employment, they shall forward a letter of resignation or email to the Employer not less than ten (10) **business** days prior to the effective date of termination, however the Employer may accept a shorter period of notice.

26.02 Failure to Give Notice

An employee who fails to give notice required by Article 26.01, shall be struck from the payroll effective the day they absent themselves without leave, and shall have deducted from monies owed to them by the Employer, a sum equivalent to the salary payable to them for the period of notice which they failed to work.

26.03 Absence Without Permission

- (a) An employee who is absent from their employment without permission for ten (10) consecutive work days, shall be deemed to have resigned from their position effective the first day of their absence.
- (b) The employee may be reinstated if they establish to the satisfaction of the Employer, that their absence arose from a cause beyond their control, and it was not possible for the employee to notify the Department of the reason for their absence.

26.04 Withdrawal of Resignation

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

ARTICLE 27 – GRIEVANCE PROCEDURE

27.01 Informal Grievance Procedure

- (a) An employee(s) who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer, shall first discuss the matter with their immediate supervisor no later than twenty-five (25) work days after the date on which they 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 **ten (10)** work days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the **employee shall notify** the supervisor accordingly.
- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

27.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement or an arbitration award, the employee is not entitled to present the grievance unless they have the approval in writing of the Union or is represented by the Union.

27.03 Formal Grievance Procedure

The following grievance procedure shall apply:

STEP 1

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor at the informal grievance procedure stage, the employee(s) may within ten (10) **work** days of having received the supervisor's answer, present the grievance in writing to the employee's supervisor or designate at Step 1 of the grievance procedure. Failing satisfactory settlement within five (5) **work** days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

STEP 2

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

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

STEP 3

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

27.04 Decision by CEO

The decision given by the CEO at the final step in the grievance procedure shall be final and binding upon the employee(s) and the Union unless the grievance is referred to arbitration.

27.05 Union Referral to Arbitration

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) **work** day period referred to in Step 3 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to arbitration under Article 28.

27.06 Union Representation

In any case where the employee(s) presents their 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.

27.07 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 28 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.

27.08 Amending of Time Limits

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

27.09 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed with the Employer or the Union, as the case may be.

Where no satisfactory agreement is reached, the dispute may be referred to arbitration. This section shall not apply in cases of individual grievances.

27.10 Sexual Harassment

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

27.11 Disclosure of Job Posting File

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

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

ARTICLE 28 – ARBITRATION

28.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 27, notify the other party within ninety (90) calendar days of the receipt of the reply pursuant to Article 27.05 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Collective Agreement.

28.02 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three person arbitration board.

28.03 Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 27, the appointment shall be made by the Minister responsible for Labour and Advanced Education.

28.04 Arbitration Board

If the grievance is to be heard by a three member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 27. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister responsible for Labour and Advanced Education for Nova Scotia shall appoint the chair.

28.05 Arbitration Procedure

The arbitration board or single arbitrator shall render a decision within thirty (30) days of the conclusion of the hearing.

ARTICLE 29 – JOINT CONSULTATION

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

ARTICLE 30 – TRAVEL REGULATIONS

30.01 Kilometrage Allowance

A kilometrage allowance will be paid to employees for the authorized use of a personally owned vehicle for Employer's business. Kilometers are to be calculated using the most direct route. Employees are responsible to track and record their kilometrage. The kilometrage allowance will be paid in accordance with current Canada Revenue Agency (CRA) rates and will change from time to time, usually on January 1st of each year:

<https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/automobile-allowance-rates.html>

30.02 Other Expenses

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

30.03 Meal Allowances

Subject to Article 30.02, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

Breakfast	\$15.00 per day may be claimed when the employee has been travelling on the Employer's business for more than one hour before the recognized time for the start of the day's work.
Lunch	\$20.00 per day
Dinner	\$40.00 per day may be claimed when the employee is not expected to return to their residence before 6:30 pm.

30.04 Private Accommodation

Where the employee is required to be away overnight on the Employer's business and their supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of \$40.00 per night.

ARTICLE 31 – PUBLIC SERVICE AWARD AND RRSP

31.01 Public Service Award

- (a) An employee who ceases to be employed either by retirement or resignation from employment and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, may be eligible for a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated payment for a partial year of service.
- (b) The amount of Public Service Award provided under Article 31.01 (a) shall be calculated by the formula:

Annual Salary = 1 week

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31.02 Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Article 1.02.
- (b) In addition to the months of service upon which an employee's Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.
- (c) An employee who resigns in accordance with the provisions of Article 34 is not entitled to a Public Service Award.

31.03 Death Prior to Retirement

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

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

31.04 Trustee

Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor in Council, is not capable of managing their 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.

31.05 Calculation of Award

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

31.06 Group RRSP

- (a) The Employer will open individual RRSP accounts for eligible employees.
- (b) The Employer's annual contribution for a calendar year will be payable on the first pay date in December ("Payment Date") provided the recipient is a permanent full-time, permanent part-time, or term employee on the Payment Date, subject to any applicable adjustments as specified in (e) below.
- (c) Contribution amounts will be equivalent to 1.56% of the employee's annual base salary in effect as of December 1 each year with contributions as follows:

	MINIMUM CONTRIBUTION	MAXIMUM CONTRIBUTION
April 1, 2021	\$743.00	\$1060.00
April 1, 2022	\$758.00	\$1080.00
April 1, 2023	\$773.00	\$1100.00
April 1, 2024	\$788.00	\$1120.00

- (d) Entitlement to an RRSP contribution in accordance with (b) and (c) is premised on an employee being employed for an entire calendar year in which the Payment Date occurs. For an employee who is not so employed for the entire calendar year, a prorated contribution will be paid.
- (e) Contribution calculations will be based on the definition of "service" as stated in Article 1.02(b)(i) of this agreement. Any month of a calendar year which is discounted as "service" under this agreement – for example, the employee is receiving disability benefits or is on a personal unpaid leave (excluding a pregnancy-related leave) – will also be discounted for the purpose of calculating an RRSP entitlement.
- (f) Employees will not be able to withdraw contributions as cash while employed. The only exceptions for withdrawal would be the Home Buyers' Plan (HBP) or the Lifelong Learning Plan (LLP) (or such other exceptions as may be available from time to time under the Income Tax Act for RRSP's).
- (g) An employee who ceases to be employed either by retirement or resignation shall be entitled to the proceeds of their RRSP.

ARTICLE 32– 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 33 – HEALTH AND SAFETY

33.01 Health and Safety Provisions

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

33.02 Occupational Health and Safety Act

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

33.03 Joint Occupational Health and Safety Committee

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

33.04 First Aid Training

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

33.05 First Aid Kits

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

33.06 Safety Equipment

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

33.07 Video Display Terminals and Other Equipment

An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have their eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.

33.08 Right to Refuse Work

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

33.09 Discrimination, Harassment and Workplace Safety

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

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

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

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

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

ARTICLE 34 – EMPLOYMENT STABILITY

34.01 Consultation

- (a) The parties shall continue with their joint committee of equal representation of the Union and the Employer for the purpose of cooperation and consultation on employment stability. The committee shall appoint additional representatives as needed and shall meet as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 34.06.
- (b) The joint committee shall be responsible for:
 - (i) defining problems;
 - (ii) developing viable solutions to such problems;
 - (iii) recommending the proposed solution to the Employer.

- (c) The Employer will provide the joint committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, and technological change.

34.02 Definition

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

34.03 Introduction

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

34.04 Notice to Union

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

34.05 Retraining

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

34.06 Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, discontinuance of a function or the reorganization of a function, or due to contracting out.
- (b) Where an employee’s position becomes redundant the remaining provisions of Article 34 shall apply.

34.07 Application

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

34.08 Union Consultation

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

34.09 Layoff Procedure

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

34.10 Seniority Defined

- (a) For the purposes of this Article, seniority shall be defined as the length of continuous service dating from the last date of appointment to the Civil Service, or to the Employer on or after April 1, 2013.
- (b) In the event that two or more employees have the same seniority date, the employee with the greatest length of service in accordance with Article 1.02 shall be considered more senior. Where two or more employees have the same length of service, the employee with the earliest date of hire will be considered as having greater seniority. However, where an employee was hired, left the employ of the Employer, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied.

34.11 Seniority Information

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

34.12 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is struck from the recall list in accordance with Article 34.17(d);
- (d) the employee is laid off for more than twenty-four (24) consecutive months without recall.

34.13 Prior to Issuing Layoff Notice

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

- (a) in a reorganization, to fill vacancies with qualified employees whose positions are eliminated as a result of the same reorganization in accordance with the placement procedures in Article 34.16 (a)(i) and 34.16 (a)(ii).
- (b) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 34.16(a)(i) and 34.16(a)(ii).
- (c) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 34.16(a)(i) and 34.16(a)(ii) with respect to bargaining unit positions where a casual is employed. An employee who is placed in such a bargaining unit position shall maintain their existing status with all associated rights and benefits under the Collective Agreement.
- (d) An employee who is offered placement
 - (i) in accordance with Article 34.16 (a) (i); and
 - (ii) in a position which has the same designated percentage of full time employment cannot decline to accept the placement.
- (e) An employee who is offered placement in accordance with Article 34.16 (a) (ii) may decline to accept the placement in which case, the remaining provisions of Article 34 shall apply.

34.14 Notice of Layoff

- (a) Forty (40) work days' notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
 - (i) forty (40) work days if ten (10) or more persons and fewer than one hundred (100) 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 34.16; or
 - (ii) to accept layoff and be entitled to recall in accordance with Article 34.17.
 - (iii) to resign with severance pay in accordance with Article 34.19.

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

34.15 Pay in Lieu of Notice

Where the notice required by Article 34.14 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled. Pay-in-lieu in this Article includes coverage for all of the benefits which are associated with the position over the period of notice to which the payment relates.

34.16 Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, 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 title;
 - (ii) if a vacancy is not available under (i) above, then any position for which the employee is qualified;

At each of the foregoing steps, all applicable vacancies shall be identified, and the employee shall be assigned to the position of their choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority.

- (b)
 - (i) a full-time employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's position;

- (ii) a part-time employee is not required to accept a vacant position or displace into a position which has a lower maximum salary than that of the employee's position or which has a greater than 10% increase of full-time employment;
- (iii) an employee who declines a vacancy, in accordance with Article 34.16 (b), at any step in the placement procedure under Article 34.16 shall be entitled to exercise their 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 34.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position. Such displacement is subject to consideration of Article 34.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (d) An employee who chooses to exercise rights in accordance with 34.16 may elect at any step, beginning with Article 34.16(a) (i), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 34.19.
- (e) A permanent employee who is placed in a term position shall retain their status as a permanent employee.
- (f) An employee placed or recalled to a vacancy which has a lower maximum rate of pay than that applicable to the employee's position, shall be paid the maximum rate of pay of the lower position.
- (g) An employee who is displaced pursuant to Article 34.16 shall be entitled to the full rights contained in Article 34 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 34.14 but shall be entitled only to the number of work days' notice remaining thereunder from the time the employee initially in receipt of notice exercised their displacement rights under this Article.
- (h) An employee will have a maximum of two (2) business days to exercise their rights at any of the foregoing steps of the placement/displacement procedures provided for herein.

34.17 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 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 they are 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 title, in which event they will be struck from the recall list. However, an employee's refusal to accept recall to their same position 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 they are employed elsewhere.
- (e) Employees on the recall list shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills and abilities,

as determined by the Employer, reflecting the functions of the job concerned. The acceptance of such casual work shall not in any way alter or affect the employee's employment status, and they shall be eligible for all associated rights and benefits under the collective agreement. During such periods of casual work, the employee shall remain on the recall list, and once the casual work is completed, the employee shall remain on layoff without the need for any further layoff notice.

34.18 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.

34.19 Severance Pay

- (a) At the end of the twenty-four (24) month period referred to in 34.18, or at any earlier time as an employee in receipt of notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks' pay and for a minimum of four (4) weeks' pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.
- (c) An employee in receipt of severance who is re-employed with the Nova Scotia Pension Services Corporation 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.
- (d) Employees accepting severance payment 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.

34.20 No New Employees

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

34.21 Contracting Out

- (a) The Employer will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for employees whose work is to be contracted out.

The Employer will have made reasonable efforts where the Employer has:

- (i) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options for employees whose work is to be contracted out;
- (ii) included the plans and capacity of bidders for the hiring of employees whose work is to be contracted out, and the intended salary and benefits levels, as criteria in the tendering process to be applied in the evaluation of bids;
- (iii) consulted with the Union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities for employees with the contractor;

- (iv) met with the successful bidder and sought to make it a term of the contract that the contractor must:
 - (1) interview employees for available job opportunities with the contractor to perform the contracted out work;
 - (2) where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;
 - (3) extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and
 - (4) where there are more qualified employees than the contractor has opportunities due to the contracted out work, extend job offers on the basis of seniority.
- (b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the contractor, the Employer can still proceed with the contracting out with the contractor.
- (c) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the Employer. Such employees who subsequently are terminated or who resign employment with the contractor, within twelve (12) months of the commencement of their employment with the contractor shall, on application to the Employer and subject to verification of their employment status with the contractor, be placed on the recall list for a twelve (12) month period. Employees placed on the recall list pursuant to this Article shall have seniority re-instated and be otherwise treated as though there has been no employment break. For greater clarity such employees shall be eligible for a severance payment if they resign or if they are not recalled to employment during the twelve (12) month recall period. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the Collective Agreement.

ARTICLE 35 – PAY PROVISIONS

35.01 Rates of Pay

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

April 1, 2021	3.0%
April 1, 2022	2.0%
April 1, 2023	1.0%
April 1, 2024	1.0%

35.02 Rate of Pay Upon Appointment

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

35.03 Rate of Pay Upon Promotion

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

35.04 Rate of Pay Upon Demotion

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

35.05 Anniversary Date

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

- (a) the employee's position is changes, at which time the date of the position change becomes their new anniversary date;
- (b) the employee has been on leave of absence without pay, in which case the employee's anniversary date will be moved forward by the amount of time which the employee was on leave without pay, unless otherwise provided in this Agreement.

35.06 Rate of Pay Upon a Position Change

Where an employee is recommended for a position change which falls on their anniversary date the employee's salary shall be adjusted first by the implementation of their annual increment, provided they are recommended and an increment is available in their present pay range, and on the same date their salary shall be adjusted upward to comply with the provisions of Article 35.03.

35.07 Salary Increments

The Employer may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 35.05 or twelve (12) months following the date of a change in their rate of compensation as established in Articles 35.02, 35.03, or 35.04.

35.08 Notice of Withheld Increment

When an increase provided for in Article 35.07 is withheld, the reason for withholding shall be given to the employee in writing by the Employer at least one calendar month prior to the effective anniversary date.

35.09 Granting of Withheld Increment

When an increase provided for in Article 35.07 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

35.10 Acting Pay

- (a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive work days, the principal duties of a higher position, they shall receive payment of acting pay, including the three (3) work days, equivalent to ten percent (10%) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting assignments shall not exceed a period of four (4) months except in accordance with (c) below.
- (c) An employee's acting assignment may be extended beyond four (4) months where circumstances, unanticipated at the commencement of the assignment, and operational considerations require an extension of the acting assignment beyond the four (4) months.
- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (e) An employee who is appointed to an excluded position on an acting basis shall remain in the bargaining unit for the duration of the acting position.
- (f) Calculation of the qualifying period for acting pay under Article 35.10 is subject to Article 16.05, Conversion of Hours.

35.11 Implementation of Negotiated Increases

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

ARTICLE 36 – INJURY ON DUTY

36.01 Reporting of Injuries

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

36.02 Alternate Medical Practitioner

For the purpose of this Article,

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

36.03 Injury Pay Provisions

When an employee is injured on duty and it is determined that the employee is unable to perform their duties, the employee shall be granted injury leave with pay at full salary and benefits for up to 700 hours.

If an employee is unable to perform their duties beyond the benefit period defined above, they may elect to apply for Long Term Disability benefits.

36.04 Proof of Illness

Support for paid injury leave will be determined by an Abilities Case Manager as supported by medical documentation in consultation with the employee's health care practitioner(s).

As a general rule, employees would be covered while travelling on duty. Any departure or divergence from work-related activities for personal reasons would, however, remove eligibility during that interval.

36.05 Recurring Injuries

- (a) Injury leave taken by an employee who becomes unable to work because of a work-related injury during the first thirty consecutive working days following their return to work after an injury leave must be credited as follows:**
 - (i) If the leave is for the same injury that caused the previous absence, the employee is deemed to still be on the original injury leave;**
 - (ii) If the leave is for an injury unrelated to the injury that caused the previous absence, the employee is deemed to be on a new leave and is entitled to any remaining injury leave benefits.**

- (b) Injury leave taken by an employee who becomes unable to work because of a work-related injury after working thirty consecutive working days following their return to work after an injury leave must be credited as follows:**
 - (i) If the leave is for the same injury that caused the previous absence, the employee is deemed to be on a new injury leave and is entitled to injury leave benefits;**
 - (ii) If the return to work after the injury or illness was for a trial period, the employee is deemed to still be on the original short-term illness leave.**

- (c) An employee who has returned to work on a gradual return to work basis will be considered to be within the original injury leave period. A gradual return to work period will be determined by the Abilities Case Manager and supported by medical documentation.**

- (d) Time-off taken by an employee for a scheduled and continuing series of treatments or therapy sessions may be considered as injury leave period. In order to be deemed as such, the "ongoing treatments or therapy" means two or more treatments and the time between sessions will not be longer than thirty calendar days. The treatment plan will be authorized by the Abilities Case Manager and supported by medical documentation**

36.06 Benefit Coverage

An employee's benefit plan coverage during injury leave continues on the same basis as existed immediately before the leave began. The Employer will continue to pay its share of the premium costs for maintaining such coverage during the period of the leave. An employee will have their premiums deducted from their injury pay.

36.07 Health Care Related Expenses

In the event that an employee requires an ambulance from the work site (i.e. office, business travel location), the Employer will pay for the cost. Other reasonable health care expenses related to the injury may be paid with the approval of the Chief Executive Officer and upon the advice of the Abilities Case Manager.

ARTICLE 37 – PART-TIME EMPLOYEES

37.01 Part-Time Employees

- (a) Part-time employees employed on a regular basis in positions included in the bargaining unit who work not less than 40% of the full-time hours will be covered by the collective agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties.
- (b) For the purposes of earning entitlement to a benefit (i.e. vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.
- (c) Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.
- (d) In accordance with (a) General Illness Leave under 23.01 and Short-Term Illness Leave under 23.02 shall be pro-rated on the basis of hours worked.
- (e) The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties.

37.02 Service

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

37.03 Overtime

- (a) Part-time employees will be entitled to overtime compensation in accordance with the collective agreement when they work in excess of the normal full-time weekly hours, except where the applicable hours of work are on a biweekly basis in which case overtime will be paid when the part-time employee works in excess of the normal full-time bi-weekly hours.
- (b) Part-time employees who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.

- (c) Part-time employees who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time employees are scheduled to work less than the normal days per week of full-time employees in the work unit, straight time rates will be paid up to and including the normal work days in the work week of the full-time employees and overtime rates will be paid for days worked in excess thereof.

37.04 Group Insurance

- (a) Part-time employees will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees. The Employer will pay 65% of the total premium cost for such health care coverage.
- (b) Part-time employees will be covered by the same dental plan which covers full-time employees in accordance with Article 22. The Employer will pay 65% of the total premium cost for such dental coverage.
- (c) Part-time employees will be covered by group life insurance with benefit entitlement pro-rated on the basis of hours worked. Fifty percent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have their insurance coverage based on \$15,000 per annum salary.

37.05 Superannuation

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

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

In the case of a part-time employee who was in receipt of vacation pay in lieu of vacation leave prior to their appointment, the Employer will pay such employee for any vacation leave entitlement owing at the time of effecting their appointment. Thereafter vacation leave will be granted in accordance with the provisions of the collective agreement.

37.06 Long Term Disability

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

ARTICLE 38 – JOB SHARING

38.01 Existing Employees Only

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

38.02 Authorization of Job Sharing

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

38.03 Qualifications

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

38.04 Identification of Job Share

An employee wishing to job share their position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate supervisor of the position to be job shared.

38.05 Period of Job Share

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

38.06 Work Schedule Requirements

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

38.07 Service

Employees will be credited with one-half (1/2) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(b) of the Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full-time basis.

38.08 Regular Work Hours

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside their scheduled hours of work will be compensated as overtime in accordance with Article 17 of the Agreement, with the employee's bi-weekly rate being determined on the basis as if they were working the normal full-time hours.

38.09 Pro-Ration of Benefits

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

- (a) Holidays

Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 20 of the Agreement.

(b) General Illness

One-half (1/2) of the entitlement provided for under Article 23 up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.

(c) Short Term Illness

One-half (1/2) the entitlement provided for in Article 23, up to a maximum of the equivalent of fifty (50) days at the appropriate percentage of the full-time salary level.

(d) Long Term Disability

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

(e) Other Paid Leaves

One-half (1/2) the entitlement provided for in the Agreement.

(f) Group Life Assurance

Cost sharing of premiums and benefit entitlement will be based on one-half (1/2) the employee's normal full-time salary.

(g) Monthly Allowances/Premiums

One-half (1/2) the entitlement provided for in the Agreement.

38.10 Pension

Pursuant to Article 32 of the Agreement, employees shall continue to be covered by the provisions of the *Public Service Superannuation Act*. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 37.02 and their pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

38.11 Termination

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

38.12 Notice

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

38.13 Extension

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 38.05, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

38.14 Filling of Vacancy

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

38.15 Costs

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

ARTICLE 39 – AMENDMENT

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

ARTICLE 40 – POSITION CHANGES

40.01 Position Changes and Salary Adjustments

- (a) When a new or substantially altered position covered by this Agreement is introduced, whether or not the position has been created or substantially altered during the current collective agreement or a previous collective agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new position and attach a salary to it, providing that the Union is given ten (10) business days' written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered position, the Union may refer the matter to a single arbitrator who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation of the new position.

ARTICLE 41 – TERM OF AGREEMENT

41.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, **2021** to March 31, **2025** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

41.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from April 1, **2021**.

APPENDIX 1 – POSITION TITLES AND PAY BANDS

POSITIONS	PAY BAND	Bi-weekly pay rates effective April 1, 2021 to March 31, 2025				
		I	II	III	IV	V
Facilities Associate	1					
1-Apr-2021		\$ 1,493.19	\$ 1,521.33	\$ 1,549.56	\$ 1,587.22	\$ 1,625.33
1-Apr-2022		\$ 1,523.05	\$ 1,551.76	\$ 1,580.55	\$ 1,618.96	\$ 1,657.84
1-Apr-2023		\$ 1,538.29	\$ 1,567.27	\$ 1,596.36	\$ 1,635.15	\$ 1,674.41
1-Apr-2024		\$ 1,553.67	\$ 1,582.95	\$ 1,612.32	\$ 1,651.51	\$ 1,691.16
Investment Administrative Assistant Internal Services Associate	2					
1-Apr-2021		\$ 1,675.11	\$ 1,724.85	\$ 1,774.67	\$ 1,824.42	\$ 1,874.22
1-Apr-2022		\$ 1,708.61	\$ 1,759.35	\$ 1,810.16	\$ 1,860.91	\$ 1,911.70
1-Apr-2023		\$ 1,725.70	\$ 1,776.94	\$ 1,828.26	\$ 1,879.52	\$ 1,930.82
1-Apr-2024		\$ 1,742.95	\$ 1,794.71	\$ 1,846.55	\$ 1,898.31	\$ 1,950.13
FSO 1	3					
1-Apr-2021		\$ 1,854.41	\$ 1,926.26	\$ 2,010.15	\$ 2,084.66	\$ 2,177.77
1-Apr-2022		\$ 1,891.50	\$ 1,964.79	\$ 2,050.35	\$ 2,126.35	\$ 2,221.33
1-Apr-2023		\$ 1,910.42	\$ 1,984.44	\$ 2,070.85	\$ 2,147.61	\$ 2,243.54
1-Apr-2024		\$ 1,929.52	\$ 2,004.28	\$ 2,091.56	\$ 2,169.09	\$ 2,265.97
Employer Services Analyst Internal Services Analyst	4					
1-Apr-2021		\$ 1,923.99	\$ 1,973.77	\$ 2,033.64	\$ 2,117.68	\$ 2,202.14
1-Apr-2022		\$ 1,962.47	\$ 2,013.24	\$ 2,074.32	\$ 2,160.03	\$ 2,246.18
1-Apr-2023		\$ 1,982.09	\$ 2,033.38	\$ 2,095.06	\$ 2,181.63	\$ 2,268.64
1-Apr-2024		\$ 2,001.91	\$ 2,053.71	\$ 2,116.01	\$ 2,203.45	\$ 2,291.33
FSO 2 Investment Operations Officer	5					
1-Apr-2021		\$ 2,177.77	\$ 2,261.69	\$ 2,357.46	\$ 2,453.22	\$ 2,561.07
1-Apr-2022		\$ 2,221.33	\$ 2,306.93	\$ 2,404.61	\$ 2,502.29	\$ 2,612.30
1-Apr-2023		\$ 2,243.54	\$ 2,330.00	\$ 2,428.66	\$ 2,527.31	\$ 2,638.42
1-Apr-2024		\$ 2,265.97	\$ 2,353.30	\$ 2,452.95	\$ 2,552.58	\$ 2,664.80

Client Services Consultant Employer Services Consultant	6					
1-Apr-2021		\$ 2,347.99	\$ 2,445.26	\$ 2,542.61	\$ 2,639.85	\$ 2,745.86
1-Apr-2022		\$ 2,394.95	\$ 2,494.17	\$ 2,593.46	\$ 2,692.65	\$ 2,800.77
1-Apr-2023		\$ 2,418.90	\$ 2,519.11	\$ 2,619.39	\$ 2,719.57	\$ 2,828.78
1-Apr-2024		\$ 2,443.09	\$ 2,544.30	\$ 2,645.59	\$ 2,746.77	\$ 2,857.07
Web Analyst Technical Support Analyst	7					
1-Apr-2021		\$ 2,445.26	\$ 2,542.61	\$ 2,639.85	\$ 2,745.86	\$ 2,851.99
1-Apr-2022		\$ 2,494.17	\$ 2,593.46	\$ 2,692.65	\$ 2,800.77	\$ 2,909.03
1-Apr-2023		\$ 2,519.11	\$ 2,619.39	\$ 2,719.57	\$ 2,828.78	\$ 2,938.12
1-Apr-2024		\$ 2,544.30	\$ 2,645.59	\$ 2,746.77	\$ 2,857.07	\$ 2,967.50
No current positions	8					
1-Apr-2021		\$ 2,543.07	\$ 2,639.89	\$ 2,745.98	\$ 2,852.07	\$ 2,967.43
1-Apr-2022		\$ 2,593.93	\$ 2,692.69	\$ 2,800.90	\$ 2,909.11	\$ 3,026.78
1-Apr-2023		\$ 2,619.87	\$ 2,719.61	\$ 2,828.91	\$ 2,938.20	\$ 3,057.05
1-Apr-2024		\$ 2,646.07	\$ 2,746.81	\$ 2,857.20	\$ 2,967.58	\$ 3,087.62
Client Services Analyst Employer Services Advisor Business Analyst Technical Business Analyst	9					
1-Apr-2021		\$ 2,639.85	\$ 2,745.86	\$ 2,851.99	\$ 2,966.94	\$ 3,090.76
1-Apr-2022		\$ 2,692.65	\$ 2,800.77	\$ 2,909.03	\$ 3,026.27	\$ 3,152.58
1-Apr-2023		\$ 2,719.57	\$ 2,828.78	\$ 2,938.12	\$ 3,056.54	\$ 3,184.10
1-Apr-2024		\$ 2,746.77	\$ 2,857.07	\$ 2,967.50	\$ 3,087.10	\$ 3,215.94
Systems Specialist Security & Systems Specialist Sr. Investment Fund Accountant	10					
1-Apr-2021		\$ 2,745.86	\$ 2,851.99	\$ 2,966.94	\$ 3,090.76	\$ 3,214.51
1-Apr-2022		\$ 2,800.77	\$ 2,909.03	\$ 3,026.27	\$ 3,152.58	\$ 3,278.80
1-Apr-2023		\$ 2,828.78	\$ 2,938.12	\$ 3,056.54	\$ 3,184.10	\$ 3,311.58
1-Apr-2024		\$ 2,857.07	\$ 2,967.50	\$ 3,087.10	\$ 3,215.94	\$ 3,344.70
Senior Systems Administrator	11					
1-Apr-2021		\$ 3,090.76	\$ 3,214.51	\$ 3,347.13	\$ 3,488.56	\$ 3,630.07
1-Apr-2022		\$ 3,152.58	\$ 3,278.80	\$ 3,414.07	\$ 3,558.33	\$ 3,702.67
1-Apr-2023		\$ 3,184.10	\$ 3,311.58	\$ 3,448.21	\$ 3,593.91	\$ 3,739.70
1-Apr-2024		\$ 3,215.94	\$ 3,344.70	\$ 3,482.69	\$ 3,629.85	\$ 3,777.10

APPENDIX 2– EXPEDITED ARBITRATION – RULES OF PROCEDURE

1. A single arbitrator shall be appointed to decide the grievance.
2. The parties will agree to a roster of single arbitrators who will be appointed pursuant to these Rules of Procedure. The parties may agree at any time to remove an arbitrator's name from the roster or to add an arbitrator's name to the roster.
3. The arbitrators will be paid in accordance with a schedule agreed to by the parties.
4. On a rotating basis, an arbitrator's availability will be reviewed. Where the parties are able to schedule dates which are agreeable to all and which allow the hearing of the grievance to be convened not later than ninety (90) calendar days from the date of the arbitrator's appointment, the parties will make arrangements to have the arbitrator appointed. Where, however, the parties are unable to schedule dates which are agreeable to all, the availability of the next arbitrator in the rotation shall be reviewed, and so on, until an arbitrator is appointed.
5. At least ten (10) business days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
 - to exchange copies of any documents that either party intends to rely on in the hearing;
 - to establish and attempt to agree on the facts relevant to the grievance;
 - to exchange copies of any precedents and authorities; and
 - to engage in discussions regarding the possible settlement of the grievance
6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the arbitrator. This may be done by conference call between the arbitrator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
8. The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
 - The hearing shall be completed within a single day. At the commencement of the hearing the parties and the arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.
 - The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
 - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
 - The arbitrator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.
9. The decision of the arbitrator on the merits of the grievance shall be rendered within fourteen (14) calendar days of the hearing. The arbitrator may provide brief written reasons for the decision.
10. The decision of the arbitrator shall be binding on the parties; however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

MEMORANDUM OF AGREEMENT #1 – ARTICLE 34

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

Notwithstanding Article 34, an employee whose position has become redundant, or who would otherwise receive a notice of layoff may not be laid off except as provided in Clause 4.3 of this Memorandum, but may:

- a) Exercise the placement and displacement rights under Article 34 of the Collective Agreement;
- b) Accept a voluntary layoff and be entitled to recall in accordance with Article 34;
- c) Voluntarily resign with severance pay in accordance with Article 34.14.

1.0 VOLUNTARY RESIGNATION & SEVERANCE

1.1 Application

Where an employee has opted to exercise placement and displacement rights under Article 34 of the Collective Agreement and, after consulting with the Union, the Employer concludes that it is unlikely the Employer will have sufficient vacancies to affect placement in accordance with Article 34.16, the following provisions shall apply.

1.2 Voluntary Resignation

The Employer **may** ask for volunteers, from the same position as employees seeking placement pursuant to a layoff notice, which shall include the employees in receipt of layoff notice, who wish to resign and be offered a severance payment in accordance with this Memorandum. The call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary resignation under this provision.

1.3 Severance Offered

Each severance offered to one employee may result in the placement of another employee whose position is redundant or result in severance to an employee whose position is redundant and who is otherwise awaiting placement.

1.4 Seniority

If there are more volunteers than required, approval of voluntary resignation applications may first be provided to employees, in receipt of a layoff notice, in accordance with seniority and then to other volunteers, in accordance with seniority.

1.5 Operational Considerations

Notwithstanding anything in this Memorandum, the Employer reserves the right to restrict the resignation with severance offer as a result of operational considerations. For example, where there are too many volunteers within a position it may not be possible to permit all to resign.

1.6 Placement

Where positions become available as a result of this process, employees in redundant or relocated positions will be placed in accordance with Article 34.16, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned. Where the Employer determines that training is needed for an employee to qualify for placement in existing or anticipated vacancies, training shall be provided in accordance with Article 34.05 and Section 1.9 below.

1.7 Training Prior to Placement

(a) Where the Employer determines training is required, operational requirements permit and an assessment of the employee's skills concludes it is reasonable to expect the employee can be trained for the position, the Employer shall make available appropriate training programs or training opportunities.

(b) The Employer and the Union will meet as part of the Technological Change process to discuss potential training programs and opportunities which may facilitate the placement of the employee in a position and to consider extending the time lines required for the employee to make the necessary choices in the placement/displacement process.

(c) The nature of the training shall be determined by the Employer following its discussion with the Union.

(d) Subject to the criteria identified in 1.7 (a) above, the training may be for a period of up to twelve (12) months. There may be circumstances under which the Employer concludes that training in excess of twelve (12) months is appropriate.

2.0 PROCESS OF VOLUNTARY RESIGNATION

2.1 Employees shall have five (5) work days following receipt of the notice to submit their application for Voluntary Resignation and Severance Payment.

2.2 The Employer will assess the level of interest and determine provisional acceptance, subject to operational requirements in accordance with this Memorandum.

2.3 Employees shall, within fifteen (15) work days following a meeting with a representative of Human Resources, indicate their decision with respect to voluntary resignation. The actual date of voluntary resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the severance under this Memorandum.

2.4 Where the Employer reaches its reduction target through this voluntary method, the process ceases.

3.0 SEVERANCE PAYMENT UNDER THE VOLUNTARY RESIGNATION PROCESS

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

3.2 The Employer will continue to participate with employees in the provision of group life and medical plans for the number of weeks used to calculate the payment in Clause 3.1.

3.3 An employee who resigns in accordance with these provisions and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act* shall be entitled to receive the Public Service Award under Article 31 of the Collective Agreement in addition to the severance payment under Clause 3.1 provided that the maximum combined payment does not exceed fifty two (52) weeks.

3.4 An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the 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.

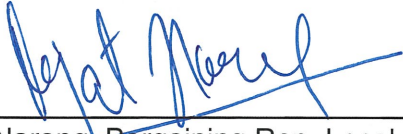
3.5 Employees accepting severance payment under this Memorandum, will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation and benefits from the Employer.

4.0 APPLICATION

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

IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement at Halifax, Nova Scotia, this 29, of May, 2021.

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION, Local 48



Rajat Narang, Bargaining Rep, Local 48



Tom Murdoch, Bargaining Rep, Local 48



Elizabeth Kanyikwa, Employee Relations Officer

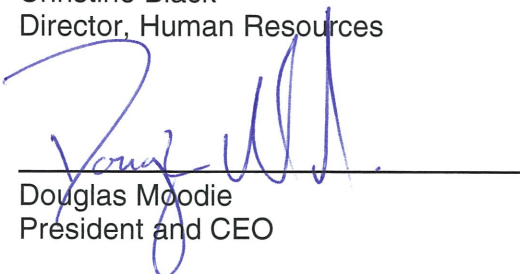


Jason MacLean, President

NOVA SCOTIA PENSION SERVICES CORPORATION



Christine Black
Director, Human Resources



Douglas Moodie
President and CEO

MEMORANDUM OF AGREEMENT #2

between

**NOVA SCOTIA PENSION SERVICES CORPORATION
(Hereinafter referred to as the “Employer”)**

and the

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

Leave of Absence for the Full-time President

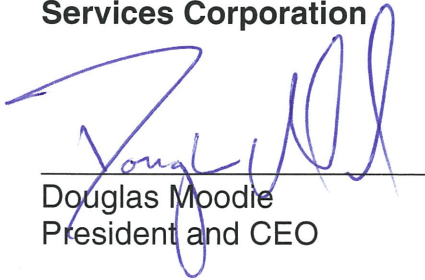
Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) they are to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided by the Employer.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.


- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

IN WITNESS WHEREOF the parties have executed this Agreement on the 29 day of May, 2021.

Nova Scotia Pension Services Corporation



Douglas Moodie
President and CEO



Christine Black
Director, Human Resources


Nova Scotia Government & General Employees Union



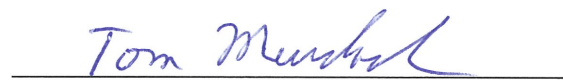
Jason MacLean, President



Elizabeth Kanyikwa, Employee Relations Officer



Rajat Narang
Bargaining Rep, Local 48



Tom Murdoch
Bargaining Rep, Local 48

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