

STATE OF EMERGENCY PROTOCOL

BETWEEN

**Her Majesty the Queen in right of the Province of Nova Scotia, as represented by the
Public Service Commission**

and

The Nova Scotia Government and General Employees' Union

NON-CIVIL SERVICE REASSIGNMENTS

GUIDING PRINCIPLES:

The purpose of this Protocol is to establish a foundation for the sharing of human resources with employer entities outside the civil service, should it become necessary during the circumstances of the COVID-19 state of emergency. It is expressly recognized that participants in any necessary pandemic response under this Protocol require as much information as can reasonably be provided so they may make informed decisions about their safety. The parties agree that in formulating this agreement, the health, safety, and well being of the public and of those responding to assist are fundamental.

The parties have agreed to the following:

Effective Period

This Protocol will be effective immediately and will remain in effect until two weeks after the conclusion of the state of emergency, declared March 22, 2020, and as extended pursuant to the *Emergency Management Act*, unless the parties mutually agree to an extension beyond that time.

Employee Participation

Employees may be asked by the Employer to participate in a role outside of the civil service. Employees will be advised of the details of the request at the time it is made, including the rationale for the request, the nature of the work, the location of the work, the employer, and the expected duration of the reassignment, if known. Employees participating pursuant to this Protocol will do so by agreeing to provide their services.

Compensation While Participating

All time actively participating in the non-civil service role will be considered time worked.

There will be no financial loss or out-of-pocket expense to a participating employee. If participation is to a higher paying role, the participant will be provided with acting pay. If participation is to a lower paying role, the participant will maintain regular salary.

The regular provisions of the usual employment relationship will apply to matters of basic compensation (i.e., pay, overtime, benefit accrual and pension, travel and accommodation, etc.). Matters pertaining to scheduling hours of work and assignment of duties will be determined under the terms and conditions applicable at the receiving employer.

Schedules and Hours of Work

Participation may result in revised hours of work and deviations from the regular schedules of work. While as much notice as possible will be provided, shorter notice than typically required is likely during the state of emergency.

Isolation - Quarantine

A participating employee subsequently required to be isolated will have such time considered as at work and will suffer no loss of regular earnings or benefits for the period of the isolation.

Role and Duties

Subject to considerations of the necessary skills, ability, experience and qualifications, participating employees may be asked to carry out duties and responsibilities not normally considered as core duties and responsibilities falling within the scope of their regular position. In no case will an employee be required or expected to perform any duties that the employee considers to be outside their scope of expertise, scope of licence or certification. Employees will inform or declare to the regular and receiving employer any limitations in the performance of duties. Supervision will be provided by the receiving Employer.

Workers' Compensation

Employees participating in a role outside of the civil service will continue to be covered, through their usual employer, by the provisions of the Workers' Compensation Board of Nova Scotia.

Personal Protective Equipment

All necessary personal protective equipment will be made available to and utilized by employees. Employees will be instructed in the proper use of personal protective equipment. Employees will be advised in advance whether personal protective equipment is required, although it is acknowledged the PPE guidelines may be amended during the participation.

Notice

NSGEU will be provided with as much notice as possible of requests to employees to participate in a COVID-19 related response outside the civil service. Information provided will include the new employer, nature of the work, location of the work, the reason for the reassignment, whether the reassignment is related to a work refusal, and the expected duration of the reassignment, if known. The same information will be provided to the bargaining agent at the receiving entity, if applicable.

The parties will meet as required, by teleconference, to review the reassignment of employees under this Protocol.

Regular Duties

If the participation is equivalent to full-time work, the participant will not be expected to carry out their regular civil service duties.

Signed on behalf of the Parties:

Laura Lee Langley, Commissioner
On behalf of Nova Scotia Public Service Commission

On behalf of Nova Scotia Government and
General Employees Union

Date

Date