

**Agreed on November 3, 2021**

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**ARTICLE 3 – EQUITY AND DIVERSITY**

**\*3.02 Equity and Diversity Initiatives**

The Employer and the Union are committed to a workplace that is inclusive, free of discrimination, values diversity and is representative of the people of Nova Scotia. The Employer and the Union agree to strike a committee to meet **monthly, or as mutually agreed**, during the term of this Agreement to identify and support initiatives that foster equity of opportunity, reasonable accommodations and diversity in the workplace. **This committee shall finalize the draft terms of reference included below.**

***Not to be included as part of the agreement:***

***As the Government of Nova Scotia is committed to providing a workplace that is free of discrimination, culturally competent, and values diversity, inclusion, and equitable opportunity, the Joint Equity and Diversity Committee (JEDC) provides a forum for the Employer and the NSGEU to discuss, explore, and collaborate on employment initiatives that foster equity of opportunity, reasonable accommodations, and diversity in the workplace.***

***The JEDC will:***

- 1. Meet regularly at least ~~twice a year~~ **monthly, or as mutually agreed**;***
- 2. Share Employment Equity and Diversity related information (including employment equity data summaries);***
- 3. Explore opportunities for collaboration on Diversity, Inclusion and Employment Equity;***
- 4. Discuss ways to improve Equity and Diversity through recruitment, retention, and career advancement initiatives;***
- 5. Create and task subcommittees to review, analyze, and provide recommendations on issues being discussed by the JEDC;***
- 6. Share information about the corporate Diversity and Inclusion Strategy as well as department level strategies to ensure JEDC efforts are aligned with strategic goals and objectives; and***
- 7. Discuss and/or collaborate on other Equity and Diversity related initiatives that support a work environment that is inclusive, free of discrimination, values equity and diversity, and is representative of the people of Nova Scotia.***

**Agreed on November 3, 2021**

**Strictly Confidential**

10.06

(b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals ~~but under no circumstances will the interval be in excess of five (5) years.~~ Once ~~the a~~ review and revision has been concluded, the affected employee (s) shall be provided a copy of the position description.

(c) **Copies of revised and newly classified** position descriptions ~~shall be approved and dated by the Public Service Commission and copies~~ shall be forwarded to the Union.

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11.16 – Internships

- (a) To be eligible for an internship position the candidate must have graduated within the past three (3) years prior to the established start date from a recognized University, Community College, or recognized trade school.
- (b) Current bargaining unit Employees who wish to apply for internship positions may do so, provided they meet the eligibility criteria of 11.16 (a).
- (c) A permanent bargaining unit employee who accepts a bargaining unit internship position will continue to be paid at the rate of pay of their permanent position provided that the pay rate is greater than the pay grade for Intern Positions under APPENDIX 2 PROFESSIONAL BARGAINING UNIT (PR).
- (d) All internship positions will be considered Term appointments.
- (e) Internship positions will be for either one (1) or two (2) years.
- (f) All employees in internship positions will be eligible to apply for vacancies as internal applicants.
- (g) The Employer may designate any job posting for an internship position to applicants from any of the recognized designated groups in accordance with Article 13.03 (c).

APPENDIX 2 PROFESSIONAL BARGAINING UNIT (PR)

JOB CLASSIFICATIONS – PR

PAY GRADE

\*Intern Positions

Year 1	PR	6 (II)
Year 2	PR	6 (III)

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**13.05 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 Province, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied. For the purposes of this article, a seasonal layoff does not constitute leaving the employ of the Province.

**Where the applicants have the same earliest date of hire, the following shall apply:**

- a) **Under circumstances where one applicant is a member of a designated employment equity group i.e. (~~aboriginal persons, racially visible persons, persons with disabilities, African Nova Scotians and/or other persons in non-traditional roles~~) (Indigenous People, persons with disabilities, African Nova Scotians, other racialized persons, and women in roles in which they are under-represented), preference in filling the vacancy shall be given to that candidate;**
- b) **Under circumstances where more than one candidate is a member of a designated employment equity group as identified in (a) above, a method of chance will be used to break the tie between those candidates.**
- c) **Under circumstances where there are no candidates who are members of a designated employment equity group as identified in (a) above, a method of chance will be used to break the tie.**

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ARTICLE 17 – TIME OFF FOR UNION BUSINESS

~~17.08 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.~~

17.08 Union Executive Positions

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, 3<sup>rd</sup> Vice- President, **Secretary Treasurer**; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- a. An employee who declares their intention to offer for a fulltime elected Union Executive position as outlined above, must notify their Deputy Head as soon as possible after declaring their intention to seek the position.
- b.** An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to ~~twenty-four (24)~~ **thirty-six (36)** months, ~~commencing on July 1 and ending on June 30.~~ **per term.**
- c. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- d. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- e. Upon expiration of their term of office, the President (NSGEU) shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.
- f. For positions other than President (NSGEU) upon the expiration of the first term of office, up to **thirty-six (36)** ~~twenty-four (24)~~ months in length, if the employee does not seek re-election, the employee shall be reinstated to the position they held immediately prior to the commencement of the approved leave.
- g. For positions other than President (NSGEU), if the employee seeks additional

**Agreed on November 3, 2021**

**Strictly Confidential**

**terms of office, another leave(s) of absence will be granted on the above conditions, with the exception of (f). Following the expiration of any additional terms, the employee will be entitled to access the placement or severance provisions of Article 37, but not displacement.**

- h. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**

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**18.02 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.

**18.03 Modified Work Week**

- (a) Where employees in a unit have indicated a desire to work a modified work week, the Deputy Head 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.
- (c) Existing employees who are currently working an approved modified work week and who accept a position in a new work unit, where an existing modified work week schedule is currently in place, may be authorized to immediately continue to participate in a modified work week schedule in accordance 18.03 (a) and (b) subject to an assessment of operational considerations of the new work unit.**



**ARTICLE 20 – STANDBY AND CALLBACK**

**20.04 Callback Compensation**

**When** an employee, **whether or not on standby and who is not otherwise scheduled to work**, 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 19.12 and 19.13 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.

**20.05 Transportation Allowance**

Employees called back shall be reimbursed for transportation to and from the place of work to a maximum **as established in “*Kilometrage Rates, Monthly Allowances and Transportation Allowances Regulations under the Civil Service Act.*” of \$9.95 per call effective April 1, 2018**. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement ~~after April 1, 2018~~. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December. **The employer will post the annual maximum no later than April 1<sup>st</sup> of each year.**

**EMPLOYER AGREES TO INCLUDE LINK TO CURRENT RATES**

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**\*22.01 Paid Holidays**

Subject to Article 18.05, the holidays for employees shall be:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Sunday (HSN Pay Plan only)
- (e) Easter Monday (All Others)
- (f) Victoria Day
- (g) Canada Day
- (h) Labour Day
- (i) National Day for Truth and Reconciliation**
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civil holiday, the first Monday in August.
- (o) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon
- (p) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

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ARTICLE 23 – SPECIAL LEAVE

23.02 Bereavement Leave

- (c) Notwithstanding Articles 23.02 (a) and (b) above, ~~a portion of~~ an employee's paid leave entitlement for such circumstances may extend for 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 Deputy Head or delegated official at the time of the death to defer a portion **or all** of the leave to a later date due to the burial and/or service relating to the death taking place beyond this timeframe.

23.08 – Pregnancy Leave Allowance

23.08 (e) (f)

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23.09 Parental Leave

- (f) Subject to Article 23.01 (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. **This will apply where an Employee amends their initial approved leave up to seventy-seven (77) weeks in accordance 23.07 (g)(ii).**
- (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 23.09. **This will apply where an Employee amends their initial approved leave up to seventy-seven (77) weeks in accordance 23.07 (g)(ii).**

**\*23.10 Adoption Leave**

Subject to Article 23.01 (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. **This will apply where an Employee amends their initial approved leave up to seventy-seven (77) weeks in accordance 23.07 (g)(ii).**

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 23.10. **This will apply where an Employee amends their initial approved leave up to seventy-seven (77) weeks in accordance 23.07 (g)(ii).**

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**23.15 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 **and location** as 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 23.15 (a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 23.15(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 23.15 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 23.15 (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.

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**23.19 Education Leave**

- (a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Manual 500 Human Resource Management.

**\*23.21 Domestic Violence Leave**

The Employer will provide Domestic Violence Leave in accordance with the Labour Standards Code. The three (3) days of paid leave provided under the Labour Standards Code Regulations may be taken continuously or intermittently in days or hours, as needed.

**23.20 Compassionate Care**

The Employer will provide an unpaid leave of absence of up to twenty-eight (28) weeks for an employee to provide care or support to a family member in accordance with section 60 E of the *Labour Standards Code* for an employee.

~~The Deputy Head 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, on January 1, 2017 provided:~~

~~Entitlement to unpaid compassionate care leave~~

~~60E (1) In this Section,~~

- ~~(a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;~~
- ~~(b) "family member", in relation to an employee, means,~~
  - ~~(i) a spouse or common-law partner of the employee;~~
  - ~~(ii) a child of the employee or a child of the employee's spouse or common-law partner;~~
  - ~~(iii) a parent of the employee or a spouse or common-law partner of the parent, and~~
  - ~~(iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;~~
- ~~(c) "week" means the period between midnight on Saturday and midnight on the following Saturday.~~

~~(2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from~~

- ~~(a) the day the certificate is issued; or~~

Agreed on November 3, 2021

Strictly Confidential

- ~~(b) where the leave was begun before the certificate was issued, the day the leave was begun.~~
- ~~(3) The leave of absence referred to in subsection (2) may only be taken during the period~~
  - ~~(a) that begins with~~
    - ~~(i) the first day of the week in which the certificate is issued, or~~
    - ~~(ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and~~
  - ~~(b) that ends with the last day of the week in which either of the following occurs:~~
    - ~~(i) the family member dies, or~~
    - ~~(ii) the period of fifty-two weeks following the first day of the week referred to in clause (a) ends.~~
- ~~(3A) For greater certainty, but subject to subsection (3), for leave under this Section to be taken after the end of the period of twenty-six weeks set out in subsection (2), it is not necessary for a legally qualified medical practitioner to issue an additional certificate under that subsection.~~
- ~~(4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.~~
- ~~(5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).~~
- ~~(6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.~~
- ~~(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.~~
- ~~(8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).~~
- ~~(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2<sup>nd</sup> Sess.), c. 4, s. 2.~~

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### **23.22 Leave for Parent of a Critically Ill Child**

**The Employer will provide an unpaid leave of absence of up to thirty-seven (37) weeks in accordance with sections 60K to 60S of the *Labour Standards Code* for an employee who is a parent of a critically ill child.**

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**23.23 Leave for a Critically Ill Adult**

The Employer will provide an unpaid leave of absence of up to sixteen (16) weeks in accordance with sections 60SA to 60SG of the *Labour Standards Code* for an employee who is a family member of a critically ill adult.

**23.24 Leave for Crime Related Child Death**

The Employer will provide an unpaid leave of absence of up to one hundred and four (104) weeks in accordance with sections 60T, 60U, 60W & 60X the *Labour Standards Code* for an employee who is the parent of a child who dies, and it is probable considering the circumstances that the child has died as the result of a crime.

**23.25 Leave for Crime Related Child Disappearance**

The Employer will provide an unpaid leave of absence of up to fifty-two (52) weeks in accordance with section 60T, 60V, 60W & 60X the *Labour Standards Code* for an employee who is the parent of a child who disappears, and it is probable considering the circumstances that the child has disappeared as the result of a crime.

**23.216 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.

**26.03 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) **An employee who has been subject to disciplinary action of verbal or written warning may, after three (3) years of continuous service from the date the disciplinary action was taken, request in writing that the personnel file be cleared of any record of the disciplinary action. Such request may be granted provided the personnel file does not contain any further record of disciplinary action during the three (3) year period. The employer shall confirm in writing to the employee that such action has been effected. Any period of leave, except vacation, of one month or greater shall extend the three (3) year period by the same amount.**
- (c) Notice of a disciplinary action **of a paid or unpaid suspension** 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.



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**29.03 Grievance Procedure**

**STEP 1**

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the employee(s) may within ten (10) **business** days of having received the supervisor's answer, present the grievance in writing to the Employer's designate at Step 1 of the grievance procedure. Failing satisfactory settlement within five (5) **business** 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) **business** days from the expiration of the five (5) **business** 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 Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) **business** days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

**STEP 3**

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

**29.05 Union Referral to Adjudication**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) **business** day period referred to in Step 3 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to adjudication under Article 30.

**ARTICLE 32 - TRAVEL REGULATIONS**

UNION HAS OUTSTANDING PROPOSAL AROUND RATES ADJUSTING EVERY THREE MONTHS. PARTIES AGREED TO REMOVE RATES IN AGREEMENT AND LINK TO THE CURRENT RATES ELECTRONICALLY

**\*32.01 Kilometrage Allowance**

- (a) An employee authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance in accordance with the following ~~rates~~ **kilometrage categories:**

0 – 16,000 kms	<del>42.89 cents/km (April 1, 2017)</del>
	<del>44.15 cents/km (April 1, 2018)</del>
Over 16,000 kms	<del>37.85 cents/km (April 1, 2017)</del>
	<del>38.96 cents/km (April 1, 2018)</del> _____

- (b) An employee of the Department of Lands and Forestry who has been designated to be paid a supplementary rate per km for use of their privately owned light truck on Department business shall be paid a rate in accordance with the following **kilometrage categories:**

0 – 16,000 kms	<del>46.80 cents/km (April 1, 2017)</del>
	<del>48.18 cents/km (April 1, 2018)</del>
Over 16,000 kms	<del>41.76 cents/km (April 1, 2017)</del>
	<del>42.99 cents/km (April 1, 2018)</del>

The rates in (a) and (b) will be adjusted annually (up or down) on April 1, ~~of any subsequent year of this Agreement after April 1, 2018.~~ This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December change over January to December.

**MONTHLY ALLOWANCES**

- (a) An employee who has been designated by the Commission as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of ~~\$333.39 plus 24.60 cents~~ **an amount** per kilometer. ~~effective April 1, 2017 and \$343.19 plus 25.32 cents per kilometer effective April 1, 2018, except that a~~ An employee of the Department of Lands and Forestry Resources designated to be paid a supplementary rate for use of their light truck shall be paid a monthly allowance of ~~\$333.39 plus 28.48 cents~~ **an amount** per kilometer. ~~effective April 1, 2017 and \$343.19 plus 29.32 cents per kilometer effective April 1, 2018.~~
- (b) A monthly car allowance of ~~\$896.86 effective April 1, 2017 and \$923.23 effective April 1, 2018~~ shall be paid to an employee of the Department of Transportation & Infrastructure Renewal holding the position of Engineering Survey Technician or Project Engineer.

Agreed on November 3, 2021

Strictly Confidential

- (c) A monthly car allowance shall be paid to scale house operators (Motor Vehicle Registry), and road transport inspectors in the Department of Transportation and Infrastructure Renewal, in accordance with the following kilometrage **categories amounts**:

Effective April 1, 2017

8 kms to 24 kms.....	\$66.85
24 kms to 48.3 kms.....	\$101.87
over 48.3 kms.....	\$171.92

Effective April 1, 2018

8 kms to 24 kms.....	\$68.82
24 kms to 48.3 kms.....	\$104.87
over 48.3 kms.....	\$176.97

The rates in (a), (b), and (c) above will be adjusted annually (up or down) on April 1 ~~of any subsequent year of this Agreement after April 1, 2018.~~ This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

**EMPLOYER AGREES TO INCLUDE LINK TO CURRENT RATES**

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**32.03 Transportation (CL, HSA, HSB, HSN, and MOS Pay Plans)**

An employee who is required to travel to or from work between the hours of 12:00 midnight and 6:00 am shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum **as posted annually.** ~~of \$8.26 per shift commencing April 1, 2018.~~ This rate will be adjusted annually (up or down) on April 1 ~~of any subsequent year of this Agreement after April 1, 2018.~~ This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1, effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

**EMPLOYER AGREES TO INCLUDE LINK TO CURRENT RATES**

Strictly Confidential

**34.02 (b) & (d) Entitlement**

- (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.~~
- (d) An employee who received a payment in lieu of the Public Service ~~Award~~ **Award** pursuant to the December 7, 2017 Interest Arbitration Award is not entitled to a Public Service Award for service accrued to March 31, 2015.

**ARTICLE 37 – EMPLOYMENT STABILITY**

**37.01 Consultation**

The parties shall continue **to meet**, as needed, ~~with their joint committee of equal representation of the Union and Public Service Commission, as represented by the Labour/Employee Relations and Benefits Division,~~ for the purpose of cooperation and consultation on employment stability. The **parties shall** ~~committee shall appoint additional representatives as needed and shall meet~~ as required to discuss matters of concern between ~~the parties~~ **them** related to technological change and circumstance identified in Article 37.06.

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**43.02 Classification Appeal Procedure**

An employee shall have the right to appeal the classification of the position they occupy **to another existing classification. They must identify the higher classification (not pay grade) to which they are appealing.** Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 29 of the Agreement. The provisions of Articles 17.06 and 17.07 shall apply in respect to the appeal procedures set out in this Article.

- (a) If an employee believes that the position they occupy **no longer fits within their existing classification** ~~is improperly classified~~, they **or the Union** may submit a classification appeal in writing to the Public Service Commission.
- (b) Within sixty (60) business days of the date of the submission, the Public Service Commission shall review the appeal and respond **to the Union** in writing with an explanation of its decision.
- (c) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal Tribunal who shall make a final and binding decision in accordance with the procedures set out in this Article.

**43.03 Classification Appeal Tribunal**

- (i) The Tribunal shall not:
  - (1) alter any position descriptions and/or classification standards determined by the Employer;
  - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee
  - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months except where the appellant **or union** can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position **to a point where it no longer fits in the existing classification. In which case, the matter is considered a new appeal.**
- (k) The Tribunal shall render its decision on a dispute under this Article within sixty (60) business days of the matter being **heard** ~~submitted to it~~, or at such later time as may be mutually agreed by the parties.
- (l) The Tribunal shall communicate its decision and reasons therefore in respect to the appeal in writing to the ~~employee~~, the Union **and Employer**.

Agreed on November 3, 2021

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#### 44.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between April 1, 2021 and **(date of signing)** shall be entitled to full retroactivity of any applicable wage increase. **Such payment shall be deposited into the former employee's last known payroll deposit account. Where the employee's banking information is no longer valid the** employee shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.