

**Agreed upon amendments to
Memorandum of Agreement #3 – Relief Employees
Between
Nova Scotia Government & General Employees Union
(Hereinafter referred to as the “Union”)
and
Province of Nova Scotia
(Hereinafter referred to as the “Employer”)**

Section 1

1.01 **Notwithstanding Article 11.17 (No Avoidance) of the Master Agreement**, Relief assignments are periods of work not regularly scheduled and less than 39 weeks in duration. They include, but are not limited to, backfill for vacation, statutory holidays, sick leave, Short Term Illness, LTD, secondments, leaves of absence, hiring gaps, employee training, unpredictable or temporary requirements like jury or high-risk trials, increased short-term demand for service, or increased short-term client needs at residential facilities.

1.13 Probation

A relief employee who is appointed to a permanent position will be subject to a probationary period not to exceed twelve (12) months.

Where a permanent relief employee is appointed to a permanent position on a probationary basis, time worked by the employee in a permanent relief capacity in the same classification and same job description shall count towards the twelve (12) month probationary period on hour for hour basis if the relief employee has not been subject to any documented performance and/or attendance management in the past twenty-four (24) months.

Section 2

~~**3.04 Relief assignments will be scheduled and/or offered first to employees with a part-time designation, in order of seniority, such that employees are scheduled up to their part-time designation.**~~

2.02 Part-time employees will be scheduled up to their part-time designation before relief shifts are scheduled.

Section 3

3.02 Where two or more employees have the same seniority date, the employee with the greatest length of service shall be considered more senior for the purpose of scheduling and/or offering relief work assignments. Where two or more employees also have the same length of service, the employee with the earliest date of hire will be considered most senior. Where two or more employees also have the same date of hire, the employee who has worked the greatest number of hours between his/her date of hire or April 3, 2005, whichever is later, and the seniority date shall be considered more senior for the purpose of scheduling and/or offering relief work assignments. **Where all else is equal, a method of chance will be used to break the tie.**

The method of chance will not be revisited amongst the same group of relief employees on the seniority roster after it is established.

3.05 Employees ~~who do not have a part-time designation will then~~ be scheduled relief assignments (where the operational requirement is known prior to the time of scheduling) up to 40% of full-time hours on a bi-weekly period in accordance with the seniority roster. This process will continue until all employees on the roster have been scheduled to work at least 40% of full-time hours for the bi-weekly period, or until all available assignments have been scheduled.

Any remaining relief assignments will be allocated to one employee at a time starting at the top of the seniority roster until all relief employees have been scheduled up to 80% of full-time hours or to the employee's requested maximum for a bi-weekly period, any additional relief assignments will then be scheduled up to 100% of full-time hours or to the employee's requested maximum. This process will continue until all employees on the roster have been scheduled to work at least 100% of full-time hours for the bi-weekly period, or until all available assignments have been scheduled.

Part-time employees and relief employees must be available for such shifts; there is no option to decline scheduled relief shifts. Should a part-time or relief employee seek a leave from a scheduled shift, the usual protocols for the request and approval of leaves shall apply.

Should a relief employee seek a vacation leave prior to the bi-weekly scheduling of shifts the number of vacation hours they will be required to use shall be based on the average full-time equivalent hours worked over the previous year **at the time of their request**. Where the average is less than 100% of full-time hours the employee may request to use vacation leave up to 100% of full-time hours.

Where employees have not been scheduled up to their requested maximum full-time hours at the completion of the bi-weekly pay period they may request vacation up to their maximum full-time hours. Employees cannot request vacation for post scheduled shifts that were declined.

3.06 ~~Any remaining relief assignments will be allocated to one employee at a time starting at the top of the seniority roster.~~ Employees will be scheduled up to 100% of full-time hours on a bi-weekly period or to the employee's requested maximum.

Relief employees may request an adjustment to the employee's requested maximum full-time hours six (6) months following their previous requested adjustment. The request must be made in writing to the employee's immediate supervisor.

Casual relief employees may be offered relief assignments only after relief assignments have been scheduled and/or offered to bargaining unit employees in accordance with this section.

3.07 Relief assignments which become available after the schedule has been posted shall be offered to employees in the same manner as scheduled relief assignments. **Post-scheduled shifts will be offered based on seniority first to employees who have not yet reached their requested maximum under 3.06.** When relief assignments are offered following the posting of the schedule, employees are not required to accept such shifts, nor is the Employer required to provide any specified advance notice. Once the employee has accepted the relief assignment, however, the same requirements apply as if the assignment had been scheduled. Should an employee be consistently unavailable for relief assignments offered after the time of posting the schedule, the employee's name will be removed from the roster for the purpose of post-schedule relief assignments.

Only after all relief and part-time employees have been offered post-scheduled shifts up to their maximum requested hours under section 3.06 will additional shifts be offered to employees above their requested maximum based on seniority. Relief Employees who have a requested maximum under article 3.06 for scheduled shifts, shall be offered post-scheduled shifts as follows:

- a. If an Employee wishes not to be called, the Employee will be removed from the roster for the purposes of post-schedule relief assignments of for the duration of the 6-month period in Section 3.06.
- b. If an Employee wishes to be called, the Employer will offer the Employee post-schedule relief assignments, even if this will result in the Employee working above their requested maximum full-time hours, for the duration of the 6-month period in Section 3.06.

Nothing precludes the Employer from offering shifts to employees under 3.07 (a) if all other options regarding post-scheduled shifts have been exhausted.

Due to extenuating circumstances a relief or part-time employee may request to change their preference under either 3.07 (a) or (b) by way of mutual agreement with the Employer.

~~3.09 Relief employees will receive benefits in accordance with their status (temporary, term, permanent) prorated on the basis of hours worked. Part-time employees who work beyond their designation will receive benefits for any additional relief assignments pro-rated on the basis of additional hours worked.~~

3.10 Overtime

(a) Relief employees with bargaining unit status will be entitled to overtime compensation when they work in excess of the normal bi-weekly hours of their classification.

(b) Relief employees with bargaining unit status in an assignment of work that is scheduled on a regular basis and who are scheduled for a shift of eight (8) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.

(c) Relief employees with bargaining unit status in an assignment of work that is scheduled on an irregular or rotational basis and who are scheduled for a shift of twelve (12) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.

(d) Relief employees will only be entitled to first and second days of rest provisions under 19.08 and 19.09 after they have worked the equivalent of normal full-time bi-weekly hours for their classification.

Section 4

4.01 Relief employees will receive leave benefits in accordance with their status (temporary, term, permanent) prorated on the basis of hours worked. Part-time employees who work beyond their designation will receive benefits for any additional relief assignments pro-rated on the basis of additional hours worked.

Leave benefit calculation for eligible relief employees are as follows:

Vacation

Relief Employees shall be credited with a prorated amount of vacation in their vacation bank at the end of each month. A Relief Employee is not able to use vacation unless they have worked enough hours to accumulate that benefit. Vacation carryover and Accumulative vacation carryover to the following fiscal year will be prorated based on the hours worked in the current fiscal year.

General Illness

Relief Employees shall be credited with a prorated amount of General Illness at the end of each month. The General Illness bank shall be reset at the beginning of each fiscal year. April is credited with General Illness earned in March.

Short Term Illness

If an eligible Relief Employee commences a period of Short-Term Illness, the percentage of that benefit will be based on the employee's average hours worked over the previous 12 months.

Leave for Medical and Dental Appointments

Relief Employees shall be allowed paid leave of absence up to four (4) workdays per annum in order to engage in personal preventative medical and dental care. Such leave will be debited against a Relief Employee's sick leave credits.

Leave for Family Illness

Relief employees shall be allowed paid leave of absence as per Article 23.06. Such leave will be prorated based on the hours worked. Relief Employees can receive up to five (5) days per annum.

The parties agree to the above amendments to Memorandum of Agreement #3 – Relief Employees as incorporated in the Civil Service Agreement to be effective the date of ratification of the full collective agreement.

X

Dustin Rioux
For the Union

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DATE

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Josh Ewener
For the Employer

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DATE