

# **CIVIL SERVICE AGREEMENT**

**between**

**His Majesty the King  
in Right of the  
Province of Nova Scotia**

**represented by the  
Public Service Commission**

**and the**

**Nova Scotia  
Government & General  
Employees Union**

**April 1, 2021– March 31, 2024**

**TABLE OF CONTENTS**

**PREAMBLE..... 13**

**ARTICLE 1 – INTERPRETATION AND DEFINITIONS ..... 13**

    1.01    Definitions..... 13

    1.02    Service..... 14

    1.03    Civil Service Terms..... 15

**ARTICLE 2 – RECOGNITION ..... 15**

    2.01    Bargaining Agent Recognition ..... 15

    2.02    No Discrimination for Union Activity..... 15

**ARTICLE 3 – EQUITY AND DIVERSITY..... 16**

    3.01    No Discrimination ..... 16

    \*3.02    Equity and Diversity Initiatives ..... 16

**ARTICLE 4 – APPLICATION ..... 16**

**ARTICLE 5 – PROVINCIAL SECURITY ..... 16**

**ARTICLE 6 – FUTURE LEGISLATION..... 16**

    6.01    Future Legislation ..... 16

    6.02    Conflict with Regulations..... 16

**ARTICLE 7 – MANAGEMENT RIGHTS ..... 17**

    7.01    Management Rights ..... 17

    7.02    Safety Regulations ..... 17

    7.03    Consistent Application..... 17

    7.04    Delegation of Authority..... 17

**ARTICLE 8 – RIGHTS AND PROHIBITIONS ..... 17**

    8.01    No Lockout or Strike ..... 17

    8.02    No Sanction of Strike ..... 17

**ARTICLE 9 – UNION INFORMATION ..... 18**

    9.01    Bulletin Boards..... 18

    9.02    Distribution of Union Literature ..... 18

**ARTICLE 10 – INFORMATION ..... 18**

    10.01    Copies of Agreement..... 18

    10.02    Letter of Appointment..... 18

    10.03    Employer to Acquaint New Employees ..... 18

    10.04    Union to Acquaint New Employees..... 19

    10.05    Employee Information Provided to Union ..... 19

    \*10.06    Position Descriptions..... 19

    10.07    Access of Information..... 20

**ARTICLE 11 – APPOINTMENT..... 20**

    11.01    Probationary Period..... 20

    11.02    Confirmation of Permanent Appointment..... 20

    11.03    Extension of Probationary Period..... 20

    11.04    Termination of Probationary Appointment ..... 21

    11.05    Temporary Appointment..... 21

    11.06    Benefit Entitlements for Temporary Employees..... 21

    11.07    Term Appointment ..... 22

    11.08    Termination of Term Appointment ..... 22

11.09	Change of Term Status .....	23
11.10	Termination Notice.....	23
11.11	Pay in Lieu of Termination Notice .....	23
11.12	Written Reasons for Termination.....	23
11.13	Re-employment in Former Position .....	24
11.14	Permanent Employees Appointed to Term Positions .....	24
11.15	Permanent Employees Appointed to Temporary Positions .....	24
*11.16	Internships.....	24
11.17	Student Employment.....	25
11.18	No Avoidance.....	25
11.19	Maintaining Bargaining Unit Status.....	25
<b>ARTICLE 12 – SEASONAL EMPLOYEES .....</b>		<b>25</b>
12.01	<b>Except as provided below, all terms of this Agreement shall apply to Seasonal Employees:.....</b>	<b>25</b>
12.02	Seasonal Employees Appointed to Term Positions.....	29
12.03	Seasonal Employees Appointed to Temporary Positions.....	29
<b>ARTICLE 13 – RE-ASSIGNMENT AND JOB VACANCIES .....</b>		<b>29</b>
13.01	Re-Assignment.....	29
*13.02	Expression of Interest.....	30
*13.03	Job Posting.....	31
13.04	Hiring Pool .....	31
*13.05	Filling Vacancies.....	32
13.06	Grievance/Adjudication.....	32
<b>ARTICLE 14 – TEMPORARILY WORKING IN AN EXCLUDED POSITION .....</b>		<b>33</b>
<b>ARTICLE 15 – CHECKOFF.....</b>		<b>33</b>
15.01	Deduction of Union Dues .....	33
15.02	Notification of Deduction .....	33
15.03	Religious Exclusions .....	33
15.04	Remittance of Union Dues.....	33
15.05	Liability.....	33
<b>ARTICLE 16 – STEWARDS.....</b>		<b>34</b>
16.01	Recognition.....	34
16.02	Notification .....	34
16.03	<b>Union Representation.....</b>	<b>34</b>
16.04	Servicing of Grievances.....	34
<b>ARTICLE 17 – TIME OFF FOR UNION BUSINESS.....</b>		<b>34</b>
17.01	Leave Without Pay.....	34
17.02	Notification to Employer .....	35
17.03	Annual Meeting .....	35
17.04	Number of Employees Eligible.....	35
17.05	Contract Negotiations .....	35
17.06	Grievance Meetings.....	35
17.07	Adjudication and Joint Consultation .....	36
* 17.08	Union Executive Positions .....	36
<b>ARTICLE 18 – HOURS OF WORK.....</b>		<b>37</b>
18.01	Hours of Work.....	37
18.02	Flexible Working Hours.....	37

*18.03	Modified Work Week .....	37
18.04	Return to Regular Times of Work.....	37
18.05	Conversion of Hours .....	38
<b>ARTICLE 19 – OVERTIME .....</b>		<b>38</b>
19.01	Definitions.....	38
19.02	Allocation and Notice of Overtime.....	39
19.03	Union Consultation.....	39
19.04	Overtime Compensation .....	40
19.05	Overtime Eligibility .....	40
19.06	Overtime Meal Allowance .....	40
19.07	Advance Notice of Overtime Requirements.....	40
19.08	Overtime on First Day of Rest.....	40
19.09	Overtime on Second Day of Rest.....	40
19.10	Computation of Overtime .....	41
19.11	Compensation for Performing Other Duties .....	41
19.12	Form of Compensation .....	41
19.13	Time Off in Lieu of Overtime .....	41
19.14	No Layoff to Compensate for Overtime .....	41
19.15	Daylight Savings Time .....	41
<b>ARTICLE 20 – STANDBY AND CALLBACK.....</b>		<b>41</b>
*20.01	Standby Compensation (effective March 31, 2024).....	41
20.02	Employee Availability .....	42
20.03	Failure to Report.....	42
*20.04	Callback Compensation .....	42
*20.05	Transportation Allowance .....	42
20.06	Standby – Natural Resources and Renewables .....	42
<b>ARTICLE 21 – VACATIONS.....</b>		<b>43</b>
*21.01	Annual Vacation Entitlement .....	43
21.02	Vacation Year.....	43
21.03	Authorization .....	43
21.04	Vacation Scheduling .....	43
21.05	Employee Request.....	44
21.06	Unbroken Vacation.....	44
21.07	Vacation Carry Over.....	44
21.08	Accumulative Vacation Carry Over.....	44
21.09	Borrowing of Unearned Vacation Credits .....	45
21.10	Employee Compensation Upon Separation .....	45
21.11	Employer Compensation Upon Separation .....	45
21.12	Vacation Credits Upon Death .....	45
21.13	Vacation Records.....	45
21.14	Recall from Vacation.....	45
21.15	Reimbursement of Expenses Upon Recall.....	45
21.16	Reinstatement of Vacation Upon Recall.....	46
21.17	Illness During Vacation .....	46
<b>ARTICLE 22 – HOLIDAYS .....</b>		<b>46</b>
*22.01	Paid Holidays .....	46
22.02	Exception .....	47

22.03	Holiday Falling on a Day of Rest .....	47
22.04	Holiday Coinciding with Paid Leave .....	47
22.05	Compensation for Work on a Holiday .....	47
22.06	Overtime on a Holiday .....	47
22.07	Time off In Lieu of Holiday .....	48
22.08	Christmas or New Year’s Day Off (HSA and HSN Pay Plans).....	48
22.09	Working Two Christmas or New Year’s Days in a Row .....	48
<b>ARTICLE 23 – SPECIAL LEAVE .....</b>		<b>48</b>
23.01	Special Leave.....	48
*23.02	Bereavement Leave .....	49
23.03	Court Leave.....	50
23.04	Jury Compensation .....	51
23.05	Leave for Job Interview .....	51
23.06	Leave for Family Illness.....	51
23.07	Pregnancy Leave .....	52
23.08	Pregnancy Leave Allowance .....	53
*23.09	Parental Leave .....	54
*23.10	Adoption Leave.....	55
23.11	Parental and Adoption Leave Allowance.....	56
23.12	Leave for Birth of Child/or Adoption .....	58
23.13	Leave for Emergency .....	58
23.14	Leave for Medical and Dental Appointments.....	58
*23.15	Leave for Storms or Hazardous Conditions .....	58
23.16	Leave of Absence for Public Office .....	59
23.17	Military Leave .....	59
23.18	Prepaid Leave .....	59
*23.19	Education Leave.....	62
*23.20	Compassionate Care Leave.....	62
*23.21	Domestic Violence Leave.....	62
*23.22	Leave for Parent of Critically Ill Child.....	62
*23.23	Leave for a Critically Ill Adult .....	62
*23.24	Leave for Crime Related Child Death.....	63
*23.25	Leave for Crime Related Child Disappearance .....	63
<b>23.26</b>	<b>Volunteer Firefighters and Ground Search and Rescue .....</b>	<b>63</b>
<b>ARTICLE 24 – GROUP INSURANCE.....</b>		<b>63</b>
<b>ARTICLE 25 – SICK LEAVE.....</b>		<b>63</b>
25.01	General Illness Leave Benefit .....	63
25.02	Short-Term Illness Leave Benefit.....	64
25.03	Recurring Disabilities .....	64
25.04	Benefits Not Paid During Certain Periods.....	65
25.05	Benefits/Layoff .....	65
25.06	Long-Term Disability.....	65
25.07	Deemed Salary.....	66
25.08	Proof of Illness .....	66
25.09	Sick Leave Application .....	66
25.10	Workers’ Compensation.....	66
25.11	Unearned Credits Upon Death .....	66

25.12	Sick Leave Records.....	66
25.13	Deputy Head Approval .....	66
25.14	Alcoholism and Drug Abuse.....	67
25.15	Alternate Licensed Healthcare Practitioner .....	67
25.16	Ongoing Treatments.....	67
<b>ARTICLE 26 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....</b>		<b>67</b>
26.01	Employee Performance Review .....	67
26.02	Notice of Performance Improvement Requirements .....	68
*26.03	Record of Disciplinary Action .....	68
26.04	Employee Access to Personnel File .....	68
<b>ARTICLE 27 – DISCIPLINE AND DISCHARGE .....</b>		<b>68</b>
27.01	Just Cause .....	68
27.02	Notification .....	68
<b>27.03</b>	<b>Grievances .....</b>	<b>69</b>
27.04	Reinstatement .....	69
<b>ARTICLE 28 – NOTICE OF RESIGNATION .....</b>		<b>69</b>
28.01	Notice of Resignation .....	69
28.02	Failure to Give Notice .....	69
28.03	Absence Without Permission .....	69
28.04	Withdrawal of Resignation .....	70
<b>ARTICLE 29 – GRIEVANCE PROCEDURE .....</b>		<b>70</b>
29.01	Grievances .....	70
29.02	Union Approval.....	70
*29.03	Grievance Procedure .....	70
29.04	Decision by Deputy Head.....	71
29.05	Union Referral to Adjudication.....	71
29.06	Union Representation .....	72
29.07	Time Limits.....	72
29.08	Amending of Time Limits.....	72
29.09	Policy Grievance .....	72
29.10	Sexual Harassment .....	72
<b>ARTICLE 30 – ADJUDICATION .....</b>		<b>72</b>
30.01	Adjudication.....	72
30.02	Adjudication Award .....	72
<b>ARTICLE 31 – JOINT CONSULTATION.....</b>		<b>73</b>
<b>ARTICLE 32 – TRAVEL REGULATIONS .....</b>		<b>73</b>
*32.01	Kilometrage Allowance.....	73
32.02	Other Expenses.....	74
*32.03	Transportation (CL, HSA, HSB, HSN, and MOS Pay Plans) .....	75
32.04	Use of Automobile on Employer Business .....	75
32.05	Meal Allowances.....	76
32.06	Private Accommodation .....	77
<b>ARTICLE 33 – MOVING EXPENSES .....</b>		<b>77</b>
<b>ARTICLE 34 – PUBLIC SERVICE AWARD .....</b>		<b>77</b>
34.01	Public Service Award .....	77
*34.02	Entitlement.....	77
34.03	Death Prior to Retirement.....	78

34.04	Trustee.....	78
34.05	Calculation of Award .....	78
<b>ARTICLE 35 – PENSION.....</b>		<b>78</b>
<b>ARTICLE 36 – HEALTH AND SAFETY.....</b>		<b>78</b>
36.01	Health and Safety Provisions.....	78
36.02	Occupational Health and Safety Act.....	78
36.03	Joint Occupational Health and Safety Master Committee.....	78
36.04	First Aid Training.....	79
36.05	First Aid Kits .....	79
36.06	Safety Equipment .....	79
36.07	Video Display Terminals and Other Equipment .....	79
36.08	Right to Refuse Work.....	80
36.09	Discrimination, Harassment and Workplace Safety.....	80
<b>ARTICLE 37 – EMPLOYMENT STABILITY .....</b>		<b>80</b>
*37.01	Consultation.....	80
37.02	Definition .....	80
37.03	Introduction.....	81
37.04	Notice to Union.....	81
37.05	Retraining .....	81
37.06	Layoff .....	81
37.07	Application.....	81
37.08	Union Consultation.....	81
37.09	Layoff Procedure .....	81
37.10	Seniority Defined .....	82
37.11	Seniority Information .....	82
37.12	Loss of Seniority.....	82
37.13	Prior to Issuing Layoff Notice .....	82
37.14	Notice of Layoff .....	83
37.15	Pay in Lieu of Notice .....	84
37.16	Placement/Displacement Procedures.....	84
37.17	Transfer Expenses.....	86
37.18	Recall Procedure.....	86
37.19	Termination of Recall Rights.....	87
37.20	Severance Pay.....	87
37.21	No New Employees.....	88
37.22	Geographic Location.....	88
37.23	Contracting Out .....	88
<b>ARTICLE 38 – PAY PROVISIONS.....</b>		<b>89</b>
*38.01	Rates of Pay .....	89
38.02	Rate of Pay Upon Appointment.....	89
38.03	Rate of Pay Upon Promotion.....	90
38.04	Rate of Pay Upon Demotion .....	90
38.05	Anniversary Date .....	90
38.06	Rate of Pay Upon Reclassification .....	90
38.07	Salary Increments.....	90
38.08	Notice of Withheld Increment.....	91
38.09	Granting of Withheld Increment .....	91

38.10	Acting Pay .....	91
38.11	Implementation of Negotiated Increases.....	91
*38.12A	Shift Premium .....	92
*38.12B	Weekend Premium.....	92
*38.13	Pay Equity .....	92
<b>ARTICLE 39 – INJURY ON DUTY.....</b>		<b>92</b>
39.01	Reporting of Injuries.....	92
39.02	Injury Pay Provisions.....	92
39.03	Record of Injury .....	93
39.04	Recurring Disability.....	93
39.05	Alternate Medical Practitioner.....	93
<b>ARTICLE 40 – PART-TIME EMPLOYEES .....</b>		<b>93</b>
40.01	Part-Time Employees.....	93
40.02	Service.....	94
40.03	Overtime .....	94
40.04	Group Insurance .....	94
40.05	Superannuation .....	94
40.06	Long Term Disability .....	95
<b>ARTICLE 41 – JOB SHARING .....</b>		<b>95</b>
41.01	Existing Employees Only.....	95
41.02	Authorization of Job Sharing .....	95
41.03	Qualifications.....	95
41.04	Identification of Job Share.....	95
41.05	Period of Job Share.....	96
41.06	Work Schedule Requirements.....	96
41.07	Service.....	96
41.08	Regular Work Hours .....	96
<b>41.09 Pro-Ration of Benefits .....</b>		<b>96</b>
41.10	Pension .....	97
41.11	Termination .....	97
41.12	Notice.....	97
41.13	Extension .....	98
41.14	Filling of Vacancy .....	98
41.15	Costs .....	98
<b>ARTICLE 42 – AMENDMENT .....</b>		<b>98</b>
<b>ARTICLE 43 – CLASSIFICATION AND RECLASSIFICATION .....</b>		<b>98</b>
43.01	Classification and Salary Adjustments.....	98
*43.02	Classification Appeal Procedure.....	98
*43.03	Classification Appeal Tribunal .....	99
<b>ARTICLE 44 – TERM OF AGREEMENT .....</b>		<b>101</b>
*44.01	Duration and Renewal.....	101
*44.02	Effective Date of Agreement.....	101
*44.03	Retroactive Pay for Terminated Employees.....	101
<b>SIGNATURE PAGE .....</b>		<b>102</b>
<b>APPENDIX 1 – CLERICAL BARGAINING UNIT.....</b>		<b>103</b>
<b>CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN (CL).....</b>		<b>103</b>
C1.01	Hours of Work.....	103



C1.02	Rotating and Irregular Hours .....	103
C1.03	Shift Changeover .....	103
C1.04	Posting of Shift Schedules .....	103
C1.05	New Shifts .....	103
C1.06	Exchange of Shifts.....	103
C1.07	No Guarantee of Hours.....	103
C1.08	Meal Breaks .....	104
C1.09	Work Schedules .....	104
C1.10	Rest Periods .....	104
C2.01	Pay .....	104
C2.02	Salary Increments.....	104
<b>JOB CLASSIFICATIONS – CL PAY GRADE .....</b>		<b>105</b>
<b>CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN – CL .....</b>		<b>107</b>
<b>APPENDIX 2 – PROFESSIONAL BARGAINING UNIT (PR) .....</b>		<b>110</b>
<b>(A) HEALTH SERVICES CLASSIFICATION AND PAY PLAN – NURSING SERVICES PERSONNEL (HSN)</b>		<b>110</b>
.....		
HSN1.01	Hours of Work.....	110
HSN1.02	No Guarantee of Hours.....	112
HSN1.03	Flexible Working Hours.....	112
HSN1.04	Deviations from Scheduled Hours .....	112
HSN2.01	Pay .....	112
HSN2.02	Educational Premium .....	112
HSN3.01	Uniforms and Protective Clothing .....	115
<b>HEALTH SERVICES JOB CLASSIFICATIONS – HSN PAY GRADE .....</b>		<b>116</b>
<b>HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSN .....</b>		<b>117</b>
<b>(B) PROFESSIONAL CLASSIFICATION AND PAY PLAN (PR) .....</b>		<b>119</b>
P1.01	Hours of Work.....	119
P1.02	Resident Engineers – Public Works .....	119
P1.03	Posting of Shift Schedules .....	119
P1.04	No Guarantee of Hours.....	119
P1.05	Rest Periods .....	119
P2.01	Pay .....	119
P3.01	Youth Workers – Young Offenders.....	120
<b>JOB CLASSIFICATIONS – PR PAY GRADE .....</b>		<b>122</b>
<b>PROFESSIONAL CLASSIFICATION AND PAY PLAN - PR.....</b>		<b>132</b>
<b>APPENDIX 3 - TECHNICAL AND SERVICE BARGAINING UNIT (TS) .....</b>		<b>135</b>
<b>(A) ADULT CUSTODY CLASSIFICATION AND PAY PLAN (ACC) .....</b>		<b>135</b>
ACC1.01	Hours of Work .....	135
ACC1.02	Variance in Hours .....	135
ACC1.03	Posting of Shift Schedules .....	135
ACC1.04	Exchange of Shifts.....	135
ACC1.05	No Guarantee of Hours .....	135
ACC1.06	Work Schedules .....	135
ACC1.07	No Split Shifts .....	136
ACC1.08	Rotation of Shifts.....	136
ACC1.09	Rest Periods.....	136
ACC2.01	Pay .....	136

JOB CLASSIFICATION – ACC PAY GRADE .....	137
ADULT CUSTODY CLASSIFICATION AND PAY PLAN - ACC .....	138
<b>(B) HEALTH SERVICES CLASSIFICATION AND PAY PLAN (HSA) .....</b>	<b>139</b>
HSA1.01 Hours of Work.....	139
HSA1.02 No Guarantee of Hours .....	141
HSA1.03 Flexible Working Hours .....	141
HSA1.04 Deviations from Scheduled Hours.....	141
HSA1.05 No Split Shifts .....	141
HSA2.01 Pay .....	141
HSA3.01 Uniforms and Protective Clothing .....	141
<b>HEALTH SERVICES JOB CLASSIFICATIONS – HSA .....</b>	<b>141</b>
<b>HEALTH SERVICES CLASSIFICATION AND PAY PLAN – HSA.....</b>	<b>142</b>
<b>APPENDIX 3 TECHNICAL AND SERVICES BARGAINING UNIT (TS).....</b>	<b>144</b>
<b>(C) HEALTH SERVICES AND CLASSIFICATION PAY PLAN - (HSB) .....</b>	<b>144</b>
HSB1.01 Hours of Work.....	144
HSB1.02 Shift Changeover .....	144
HSB1.03 Posting of Shift Schedules .....	144
HSB1.04 Exchange of Shifts.....	144
HSB1.05 Rotation of Shifts .....	145
HSB1.06 Rest Periods .....	145
HSB2.01 Pay .....	145
<b>HEALTH SERVICES JOB CLASSIFICATIONS – HSB PAY GRADE.....</b>	<b>146</b>
<b>HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSB.....</b>	<b>147</b>
<b>(D) MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN (MOS) ..</b>	<b>151</b>
M1.01 Hours of Work.....	151
M1.02 Variance in Hours.....	152
M1.03 Posting of Shift Schedules .....	152
M1.04 Exchange of Shifts.....	152
M1.05 No Guarantee of Hours.....	152
<b>M1.06 Work Schedules.....</b>	<b>152</b>
M1.07 Continuous Operations.....	153
M1.08 Rotation of Shifts .....	153
M1.09 No Split Shifts.....	153
M1.10 Rest Period.....	153
*M2.01 Pay.....	153
*M2.02 Pay.....	153
M3.01 Wash-Up Time .....	154
M4.01 Uniforms .....	154
M4.02 Protective Clothing.....	154
<b>JOB CLASSIFICATIONS – MOS PAY GRADE .....</b>	<b>155</b>
<b>JOB CLASSIFICATIONS – MOS .....</b>	<b>158</b>
<b>MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN - MOS .....</b>	<b>159</b>
<b>(E) SERVICE CLASSIFICATION AND PAY PLAN (SE).....</b>	<b>162</b>
S1.01 Hours of Work.....	162
S1.02 No Guarantee of Hours.....	163
S1.03 Continuation of Existing Hours.....	164
S1.04 Deviations from Regular Schedules.....	164

S2.01	Pay .....	164
S2.02	Split Shift Premium .....	164
S3.01	Uniforms and Protective Clothing .....	164
<b>JOB CLASSIFICATIONS – SE PAY GRADE .....</b>		<b>165</b>
<b>SERVICE CLASSIFICATION AND PAY PLAN - SE .....</b>		<b>166</b>
<b>(F) TECHNICAL CLASSIFICATION AND PAY PLAN (TE) .....</b>		<b>169</b>
T1.01	Hours of Work.....	169
T1.02	Variance in Hours.....	169
T1.03	Posting of Shift Schedules .....	169
T1.04	Exchange of Shifts.....	169
T1.05	No Guarantee of Hours.....	170
T1.06	Work Schedules .....	170
T1.07	No Split Shifts.....	170
T1.08	Rotation of Shifts .....	170
T1.09	Rest Periods .....	170
T2.01	Pay .....	170
T3.01	Protective Clothing.....	170
<b>JOB CLASSIFICATIONS – TE PAY GRADE .....</b>		<b>171</b>
<b>TECHNICAL CLASSIFICATION AND PAY PLAN - TE .....</b>		<b>178</b>
<b>(G) TRADES CLASSIFICATION AND PAY PLAN (TR) .....</b>		<b>182</b>
TR1.01	Hours of Work.....	182
TR1.02	Variance in Hours.....	182
TR1.03	Posting of Shift Schedules.....	182
TR1.04	Exchange of Shifts .....	182
TR1.05	No Guarantee of Hours.....	182
TR1.06	Work Schedules .....	182
TR1.07	No Split Shifts.....	182
TR1.08	Rotation of Shifts .....	182
TR1.09	Rest Periods .....	183
TR2.01	Pay.....	183
TR3.01	Wash-Up Time.....	183
TR4.01	Uniforms .....	183
TR4.02	Protective Clothing .....	183
<b>JOB CLASSIFICATIONS – TR PAY GRADE .....</b>		<b>184</b>
<b>TRADES CLASSIFICATION AND PAY PLAN - TR .....</b>		<b>185</b>
<b>APPENDIX 4 – LONG TERM DISABILITY PLAN .....</b>		<b>188</b>
<b>*APPENDIX 5 – DEPARTMENTS, AGENCIES, BOARDS, &amp; COMMISSIONS .....</b>		<b>202</b>
<b>DEPARTMENTS .....</b>		<b>202</b>
<b>AGENCIES, BOARDS, &amp; COMMISSIONS .....</b>		<b>203</b>
<b>APPENDIX 6 – REGIONS PURSUANT TO ARTICLE 37: .....</b>		<b>204</b>
<b>APPENDIX 7 – PART-TIME EMPLOYEES CREDIT FOR PRIOR NON-CIVIL SERVICE EMPLOYMENT.....</b>		<b>205</b>
<b>APPENDIX 8 – MOA REMOVAL EXPENSE .....</b>		<b>206</b>
<b>APPENDIX 9 – EXCERPT OF SECTION 3 FROM CASUAL SEASONAL MEMORANDUM OF AGREEMENT.....</b>		<b>212</b>
<b>APPENDIX 10 – EXPEDITED ADJUDICATION – RULES OF PROCEDURE .....</b>		<b>214</b>
<b>MEMORANDUM OF AGREEMENT #1.....</b>		<b>216</b>

**APPENDIX TO MEMORANDUM #1..... 217**  
**MEMORANDUM OF AGREEMENT #2 – ARTICLE 37 ..... 219**  
**\*MEMORANDUM OF AGREEMENT #3 RELIEF EMPLOYEES ..... 223**  
**INDEX..... 230**

## **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, to improve the quality of the Civil Service of the Province and to promote the well-being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; 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:

- (1) “Bargaining Unit” means all the probationary, permanent, term, temporary, seasonal, and relief employees of the Employer in one of the bargaining units established under the *Civil Service Collective Bargaining Act* as set out in Article 2.01, except those employed in a managerial or a confidential capacity.
- (2) “Daily rate of pay” means an employee’s bi-weekly rate of pay divided by ten (10).
- (3) Day:
  - (a) “Business Day” means Monday through Friday, excluding holidays.
  - (b) “Calendar Day” means any day of the week, including holidays.
  - (c) “Work Day” means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.
- (4) “Employee” means a person who is included in a bargaining unit.
- (5) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (6) “Employer” means His Majesty the King in the Right of the Province through the Public Service Commission.
- (7) “Holiday” means:
  - (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half (1/2) of the shift falls on a day designated as a holiday in this Agreement;
  - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.
- (8) “Leave of Absence” means absent from work with permission.
- (9) “Lockout” includes the closing of a place of employment, a suspension of work or a refusal by the Public Service Commission on behalf of the Government of Nova Scotia 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.
- (10) “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.

- (11) "Seasonal Employee" means an employee who works on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season to the same department and the same geographic location.
- (12) "Spouse" includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (13) "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.
- (14) "Temporary Employee" means an employee who is employed for more than ten (10) continuous weeks but less than thirty-nine (39) continuous weeks (nine (9) months) or employed in the same department for more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period.
- (15) "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).
- (16) "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. (Where the employee works a seven and one-half (7 ½) or an eight (8) hour day, their week would equal thirty-seven and one half (37 1/2) or forty hours (40) respectively.)
- (17) "Union" means the Nova Scotia Government & General Employees Union.

## **1.02 Service**

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

- (a)
  - (1) total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*; and
  - (2) total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Appendix 5 has been a combination of full-time and unbroken non-civil service and civil service employment.
- (b)
  - (1) 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.
  - (2) Calculation of service under Article 1.02 (b) is subject to Article 18.05, Conversion of Hours.
  - (3) For the purposes of Article 1.02 (b) (1), service related benefits are vacation, sick leave, Public Service Awards and severance.

- (4) The application of the revisions to Article 1.02(b) is limited to service earned on and after January 1, 1990.

### **1.03 Civil Service Terms**

Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Civil Service Act and Regulations* or the *Civil Service Collective Bargaining Act* have the same meaning as given to them in the *Civil Service Act and Regulations* or the *Civil Service Collective Bargaining Act*.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees of the Employer paid under the ten (10) pay plans corresponding to the three (3) bargaining units set out below:

<b>BARGAINING UNIT</b>	<b>CLASSIFICATION AND PAY PLAN</b>
1. Clerical and Related Bargaining Unit (CL)	a) Clerical and Related Classification and Pay Plan (CL)
2. Professional Bargaining Unit (PR)	a) Health Services Classification and Pay Plan – Nursing Services Personnel (HSN) b) Professional Classification and Pay Plan (PR)
3. Technical and Service Bargaining Unit (TS)	a) Adult Custody Classification and Pay Plan (ACC) b) Health Services Classification and Pay Plan – Health Services Personnel (HSA) c) Health Services Classification and Pay Plan (HSB) d) Maintenance and Operational Services Classification and Pay Plan (MOS) e) Services Classification and Pay Plan (SE) f) Technical Classification and Pay Plan (TE) g) Trades Classification and Pay Plan (TR)

### **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 DIVERSITY**

### **3.01 No Discrimination**

The Employer and the Union support the creation of respectful, inclusive workplaces, and value the human rights of all employees. 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* except as authorized by the *Civil Service Act*, the *Human Rights Act*, or any other law.

### **\*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.

## **ARTICLE 4 – APPLICATION**

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 – PROVINCIAL SECURITY**

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation, given or made on behalf of the Government of Nova Scotia, in the interests of the health, safety or security of the people of the Province.

## **ARTICLE 6 – FUTURE LEGISLATION**

### **6.01 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.

### **6.02 Conflict with Regulations**



A provision in this Agreement that conflicts with a regulation affecting employees of a bargaining unit covered by the Agreement prevails over the regulation.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

### **7.01 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.

### **7.02 Safety Regulations**

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

### **7.03 Consistent Application**

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

### **7.04 Delegation of Authority**

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

## **ARTICLE 8 – RIGHTS AND PROHIBITIONS**

### **8.01 No Lockout or Strike**

The Employer shall not cause a lockout and an employee shall not strike.

### **8.02 No Sanction of Strike**

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of the *Civil Service Collective Bargaining Act*.

## **ARTICLE 9 – UNION INFORMATION**

### **9.01 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, 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.

### **9.02 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 10 – INFORMATION**

### **10.01 Copies of Agreement**

The Employer agrees to post an electronic version of this Agreement on the Employer's website and to provide five hundred (500) copies to the Union after the signing of the Agreement. The Employer and Union agree to share the cost of printing the five hundred (500) copies.

In work locations where electronic access is not available, the Employer agrees to provide a bound copy of the Agreement within ninety (90) days of the signing of the Agreement unless the Employer and the Union agree otherwise. The Employer further agrees to provide a bound copy of the Agreement to any employee upon their request.

### **10.02 Letter of Appointment**

An employee, upon hiring, shall be provided with a statement of their classification 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.

### **10.03 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 checkoff and stewards.

#### **10.04 Union to Acquaint New Employees**

The Employer agrees to provide the Union at the time of hiring, or as soon as practicable thereafter, an opportunity to meet, 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.

#### **10.05 Employee Information Provided to Union**

- (a) Within 60 days of the signing of the Collective Agreement, the Employer shall provide to the Union the names, classifications, positions, employment status (permanent, part-time, seasonal, term, temporary), 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 10.05 (a).
- (c) Should the Employer be unable to comply with either Article 10.05 (a) or 10.05 (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.

#### **\*10.06 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. Once a review and revision has been concluded, the affected employees (s) shall be provided a copy of the position description.
- (c) Copies of revised and newly classified position descriptions shall be forwarded to the Union.

## **10.07 Access of Information**

Where practicable, the Employer agrees to ensure that all bargaining unit employees shall have access to the Employer's computer system.

## **ARTICLE 11 – APPOINTMENT**

### **11.01 Probationary Period**

Except as provided in 11.02(c) and 11.03(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 temporary or term position shall count towards the twelve (12) month probationary period provided the temporary or term appointment concluded no longer than four (4) calendar weeks preceding the appointment. Where the permanent appointment is to a different classification, however, the employee shall work at least six (6) months in the new position before appointment is confirmed on a permanent basis.

### **11.02 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 11.02(c) and 11.03(a).
- (c) A probationary employee who applies for and is appointed to another position in a different classification 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.

### **11.03 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, providing the employee is not under constant supervision due to a requirement to travel in the performance of their duties or required to work for extended periods in a location separate from their immediate supervisor.

- (b) When an employee’s probationary appointment is to be extended as provided in Article 11.03(a), the Deputy Head 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 such leave exceeds two (2) continuous calendar months.

**11.04 Termination of Probationary Appointment**

The Employer or Deputy Head may terminate a probationary appointment at any time.

**11.05 Temporary Appointment**

- (a) An employee who has been employed continuously for more than ten (10 weeks (i.e. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (i.e. less than one thousand three hundred and sixty-five (1,365) hours) or who has been employed in the same department for more than ten (10) weeks (i.e. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (i.e. one thousand three hundred and sixty-five (1,365) hours) in a fifty-two (52) week period, shall be appointed as a Temporary Employee.
- (b) Notwithstanding (a), where an employee has been employed continuously in a regularly scheduled part time position for more than ten (10) weeks but less than thirty-nine (39) weeks or has been so employed in the same department for a total of more than ten (10) weeks, but less than thirty-nine (39) weeks in a fifty-two (52) week period, the employee shall be appointed as a Part Time Temporary Employee.

**11.06 Benefit Entitlements for Temporary Employees**

- (a) A Temporary Employee shall be paid the applicable Collective Agreement rate of pay plus eleven percent (11%) biweekly in lieu of benefits.
- (b) The following articles of the Collective Agreement shall not apply to Temporary Employees except as otherwise indicated below:

Article 21 .....	Vacation
Article 23.06 .....	Leave for Family Illness except as provided in 23.06
Article 23.08 .....	Pregnancy Leave Allowance
Article 23.11 .....	Parental & Adoption Leave Allowance
Article 23.14 .....	Leave for Medical and Dental Appointments (except Article 23.14 (b) shall apply)

Article 23.16.....	Leave of Absence for Public Office
Article 23.17.....	Military Leave
Article 23.18.....	Prepaid Leave
Article 23.19.....	Education Leave
Article 24.....	Group Insurance
Article 25.01.....	General Illness Leave Benefits except as provided in 25.01
Article 25.02.....	Sick Leave – STI
Article 25.03.....	Recurring Disabilities
Article 25.05.....	Benefits/Layoff
Article 25.06.....	Long-Term Disability
Article 25.16.....	Ongoing Treatments
Article 35.....	Pension
Article 37.....	Employment Stability (except Articles 37.10, 37.11, 37.12 & 37.22 shall apply)
Article 40.04.....	Group Insurance
Article 40.06.....	Long Term Disability
Article 41.....	Job Sharing
Article 43.....	Classification and Reclassification (except 43.01)

**11.07 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 11.09(c).

**11.08 Termination of Term Appointment**

The Employer or Deputy Head may terminate a term appointment at any time.

### **11.09 Change of Term Status**

- (a) The Employer may change the status of an employee appointed under the provisions of Article 11.07 to probationary, permanent or temporary in accordance with the applicable provisions of the Agreement.
- (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.
- (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 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 (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.

### **11.10 Termination Notice**

- (a) If the employment of an employee appointed to a position on a Probationary, Temporary or Term basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer or Deputy Head 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.

### **11.11 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 11.10, shall continue to receive their pay for the number of work days prior to the date of termination.

### **11.12 Written Reasons for Termination**

An employee employed in a position on a probationary, temporary or term basis shall be given the reasons for termination in writing within the period of notice pursuant to Article 11.10.

### **11.13 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.

### **11.14 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 a permanent position in their same classification, same department and same geographic location. 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 a permanent position in their same classification, same department, same geographic region or unless the parties agree otherwise.

### **11.15 Permanent Employees Appointed to Temporary Positions**

Permanent employees who are appointed to temporary positions shall maintain their permanent status and have the right to return, at the expiry of the temporary assignment, to a permanent position in their same classification, same department and same geographic location, provided their permanent department approves such leave based on operational requirements. Such approval shall not be unreasonably withheld. While in the temporary position, the permanent employee shall maintain their benefits as a permanent employee.

### **\*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).

#### **11.17 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.

#### **11.18 No Avoidance**

The Employer will not utilize casual, relief, Temporary, and Term appointments to avoid filling a permanent position.

#### **11.19 Maintaining Bargaining Unit Status**

- (a) Where an employee has acquired bargaining unit status as a Temporary or 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 in either of the following two situations:
  - (i) the employee is rehired by the same department within a time frame that results in the employee having worked more than ten (10) weeks in a fifty-two (52) week period, or
  - (ii) the employee is hired by a different department and the work in the second department is continuous with the work in the first department.
- (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 12 – SEASONAL EMPLOYEES**

**12.01 Except as provided below, all terms of this Agreement shall apply to Seasonal Employees:**

(a) Service Related Benefits

For the purposes of earning entitlement to a service related benefit (vacation, sick leave, public service award and severance), Article 1.02 of this Agreement applies.

(b) Pro-Ration of Certain Benefits

General Illness Leave, Short Term Illness Leave, Vacation Leave, Family Illness Leave, Emergency Leave and Leave for Medical and Dental appointments will be pro-rated based on service in the fiscal year.

(c) Seasonal Employees Working Part-Time Biweekly Hours

Articles 40.01, 40.02 and 40.03 shall apply to seasonal employees working part-time biweekly hours.

(d) Vacation Scheduling

Notwithstanding the timelines set out in Article 21.04 (a) and (d), seasonal employees shall submit their vacation request to the Employer within two (2) weeks of receipt of their seasonal work schedule. The Employer shall respond to employee vacation requests within two (2) weeks of receipt.

(e) Probationary Period

Subject to Article 12.02, a Seasonal Employee may be appointed to their position on a probationary basis for the lessor of two (2) seasons or twelve (12) months. The Employer may, before the expiration of the employee's probationary period, extend the probationary appointment for a period not to exceed six (6) months, where the employee is not under constant supervision due to a requirement to travel or to work for extended periods in a location separate from their immediate supervisor.

The Employer may, before the expiration of the lessor of the employee's two (2) season or twelve (12) month 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 such leave exceeds two (2) continuous calendar months.

(f) Pension Plan

Seasonal Employees who work more than four (4) months in a season will contribute to the Public Service Superannuation Plan while actively at work. Seasonal Employees who work for four (4) months or less per season are not eligible to participate in the Pension Plan. Seasonal Employees are not eligible to participate in the pension plan while on a seasonal lay-off.

(g) Group Life Insurance – 2 Plans

(i) Seasonal Employees who work less than six (6) months (i.e. 26 weeks) shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$25,000.

- (ii) Seasonal Employees who work six (6) months or more shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$60,000.00.
- (iii) Seasonal Employees may choose to purchase optional group life insurance at one or two times flat rate coverage. The cost of such optional coverage (which is 100% employee paid) will depend on the age of the employee.
- (iv) Premiums for the group life insurance benefit shall be paid through pay roll deductions over the first (5) pay periods of the employees' seasonal employment.

(h) Health and Dental

Seasonal Employees who work six (6) months/(26 weeks) or more shall participate in the Health and Dental Care Plans of the Employer, cost shared at a rate of 65% Employer 35% Seasonal Employee, while the Seasonal Employee is actively at work. Seasonal Employees participating in these plans shall pay the full premium costs (both Employer and Employee share) for the months they are on seasonal lay-off. Seasonal Employees shall pre-pay premiums for the layoff period through payroll deductions which will be pro-rated biweekly prior to the date of layoff.

(i) GI and STI During Layoff

Seasonal Employees shall not be entitled to General Illness and Short Term Illness benefits beyond the date of seasonal layoff.

(j) Top Up Allowances During Layoff

Where a Seasonal Employee is in receipt of either Pregnancy Leave Allowance or Parental and Adoption Leave Allowance prior to their date of seasonal layoff, the layoff shall not preclude their continued entitlement to benefit. The remaining top up allowance owing to the Employee beyond the date of layoff will be paid in a lump sum at the time of the layoff.

(k) LTD

Seasonal Employees who work six (6) months or more in the fiscal year are entitled to Long Term Disability in accordance with the provisions of the Long Term Disability Plan. Seasonal Employees who work less than six (6) months (26 weeks) in the fiscal year are not entitled to participate in the LTD Plan.

(l) Seasonal Layoff and Recall

- (i) Effective the date of the layoff the Seasonal Employee shall be placed on the seasonal recall list.
- (ii) When Seasonal Employees are recalled, the Employer will indicate the expected date of seasonal layoff. The Employer will advise the employee at the time of recall, both the level of benefits applicable to the employee and the cost share based on the expected date of seasonal layoff. If the date of layoff is changed to an earlier or later date than the date

originally indicated, the Employer will give a revised notice to the employee at least ten (10) working days prior to the effective date of layoff.

- (iii) The Parties agree the Employer will estimate the likely layoff date for each seasonal employee at the start of the season and the benefit coverage applied will be based on this estimate. In the event the seasonal employee is laid off earlier or later than anticipated, the benefit coverage available for that season will not be adjusted.
- (iv) In order to ensure a Seasonal Employee does not experience a gap in benefit coverage due to their return date being different than a previous year, the Employer will enroll the employee in the benefits plan on the same date each year and any premium adjustment required will be made on the Seasonal Employee's return.
- (v) Subject to operational requirements, Seasonal Employees will be recalled to the position in the same department and same geographic location they held the previous year without regard to the job posting provisions. If a position has been eliminated, the Employer and the Union will consult to determine whether other available vacant seasonal or temporary positions may be available for the affected Seasonal Employee. Where candidates are of equal merit, selection for a vacancy in a Seasonal or Temporary position will be determined by seniority.

(m) Access To Article 37

- (i) Where a seasonal employee with twelve (12) months of service from the date of appointment (whether or not continuous) or two (2) seasons from the date of appointment, whichever is less, is to be laid off, due to reasons other than a seasonal layoff, including technological change, shortage of work or funds, discontinuance of a function or reorganization of a function, Article 37 shall apply.
- (ii) Notwithstanding (i) above, Article 37 shall only apply where the seasonal employee has successfully completed their probationary period.

(n) Salary Increment

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service to a Seasonal Employee after the Seasonal Employee has served for the lessor of two (2) seasons or twelve (12) months following the first day of the month established in Article 38.05 or the lesser of two (2) seasons or twelve (12) months following the date of a change in their rate of compensation established in Article 38.02, 38.03, or 38.04.

(o) In addition to the above, Seasonal Employees shall not be entitled to:

- Article 23.18 ..... Prepaid Leave
- Article 23.19 ..... Education Leave
- Article 37 ..... Employment Stability except as otherwise provided herein

(p) Off Season Contact

- (i) Employees acknowledge there are circumstances when the Employer may have to contact them during the seasonal layoff period and will respond to an Employer request(s) in a timely manner.
- (ii) Seasonal employees will make reasonable efforts to respond to their seasonal recall letter within two (2) weeks of receipt confirming their intention to return to work at the start of the season.

**12.02 Seasonal Employees Appointed to Term Positions**

Seasonal employees who are appointed to term positions shall maintain their seasonal status and have the right to return, at the expiry of the term assignment, to a position in their same classification, same department and same geographic location, provided their seasonal department approves such a term appointment based on operational requirements. Such approval shall not be unreasonably withheld.

While in the term position, the seasonal employee shall be entitled to the benefits of a term employee.

**12.03 Seasonal Employees Appointed to Temporary Positions**

Seasonal employees who are appointed to temporary positions shall maintain their seasonal status and have the right to return, at the expiry of the temporary assignment, to a seasonal position in their same classification, same department and same geographic location, provided their seasonal department approves such a leave based on operational requirements. Such approval shall not be unreasonably withheld.

While in the temporary position, the seasonal employee shall maintain the benefits associated with their seasonal position.

**ARTICLE 13 – RE-ASSIGNMENT AND JOB VACANCIES**

**13.01 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 classification, same department, and same geographic location as defined in Article 37. 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 Technological Change Committee.

**\*13.02 Expression of Interest**

- (a) For the purposes of this article, an “expression of interest” is a process for filling a vacancy with a qualified employee within the same classification and same department. An expression of interest will identify the duties and the office location of the position(s).
- (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, prior to filling new positions or vacancies by job competition, the Employer will invite employees within the same classification and the same department to submit an expression of interest. Where more than one expression of interest is received, the employee with the greatest length of service will fill the position.
- (c) Employees who have completed their probationary period, and have not accepted another job offer within the past twelve (12) months, are eligible to apply for an expression of interest within the same classification and same department provided that they are:
  - (i) A permanent full-time or part-time employee, including a permanent full-time or part-time employee who is working in a temporary or term position; or
  - (ii) A seasonal employee; or
  - (iii) A permanent full-time employee, part-time employee or seasonal employee working in a temporary or term position who applies for an expression of interest in the same department as their temporary or term position and in the same classification as their temporary or term position.
- (d) A term employee who has completed twelve (12) continuous months of service with the Employer is eligible to apply for an expression of interest within the same classification and same department.
- (e) Permanent relief employees are eligible to apply for an expression of interest within the same classification and same department.
- (f) A temporary employee is not eligible to apply for an expression of interest.
- (g) Where one eligible employee applies for an expression of interest, the employee will be transferred to the position provided the Employer determines the candidate is qualified according to Article 13.02(b). Where more than one eligible employee applies for an expression of interest, the employee with the greatest length of service will be transferred to the position provided the Employer determines the candidate is qualified according to Article 13.02 (b).

### **\*13.03 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. In work locations where electronic job postings are not possible or practical, job postings will be placed in a visible location.
- (b) Applicants for all new positions or vacancies to be filled by job posting shall be considered separately in the following sequence: expression of interest, internal competition, external competition. The Employer reserves the right to post simultaneously for expressions of interest, internal competition and external competition.
- (c) The Employer may designate up to ten (10) job postings per fiscal year to: Indigenous People, persons with disabilities, African Nova Scotians, other racialized persons, and women in roles in which they are under-represented, without Union approval.

The Union and the Employer may agree that additional job postings be designated to members from the above noted employment equity groups. The Union shall agree or disagree with the Employer's request to restrict the job posting within ten (10) business days of the Employer providing the Union with the rationale, position description, departmental seniority list of the impacted classification and applicable organizational chart.

- (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 classification, within the same geographic location and the same department within a four (4) month period of the closing date of an expression of interest or job competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing expression of interest or job competition during this period.

### **13.04 Hiring Pool**

- (a) Where the Employer anticipates that ongoing vacancies will arise for positions
  1. within a specific classification, and
  2. within the same department, and
  3. which may be within multiple geographic locations,
- (b) the Employer may create a hiring pool.
- (c) The Employer shall post, for a minimum of fourteen (14) calendar days, notice of the creation of a hiring pool.
- (d) The Employer reserves the right to post simultaneously for expression of interest, internal competition and external competition to create the hiring pool.

- (e) When vacancies arise in the position(s) for which the hiring pool has been created, the Employer shall offer the position(s) to qualified candidates from within the hiring pool in the following sequence: expression of interest, internal competition, external competition.
- (f) The hiring pool exists to fill vacancies for an eight (8) month period from the date the hiring pool is approved by the Employer. The Employer is not required to repost for either an expression of interest or a job competition during this period unless the position which becomes vacant is different than the position for which the hiring pool has been created.

**\*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., (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.

**13.06 Grievance/Adjudication**

Notwithstanding any other provision in this Agreement, for the purposes of this Article, the grievance and adjudication rights of an employee covered by this Agreement shall be extended to apply to all positions included in all civil service bargaining units covered by all collective agreements between the Union and the Employer made pursuant to the *Civil Service Collective Bargaining Act*.



**ARTICLE 14 – TEMPORARILY WORKING IN AN EXCLUDED POSITION**

- (a) 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.
- (b) 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.
- (c) 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 15 – CHECKOFF**

**15.01 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.

**15.02 Notification of Deduction**

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 15.01.

**15.03 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.

**15.04 Remittance of Union Dues**

The amounts deducted in accordance with Article 15.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

**15.05 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 16 – STEWARDS**

### **16.01 Recognition**

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

### **16.02 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 for each jurisdictional area.

### **16.03 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.

### **16.04 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 17 – TIME OFF FOR UNION BUSINESS**

### **17.01 Leave Without Pay**

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

(e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

Such permission shall not be unreasonably withheld.

(ii) 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.

### **17.02 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 Bargaining Unit Negotiating Council.

### **17.03 Annual Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Deputy Head 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.

### **17.04 Number of Employees Eligible**

The number of employees eligible for special leave provisions under Articles 17.01 and 17.03 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

### **17.05 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 each bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

### **17.06 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.

### **17.07 Adjudication and Joint Consultation**

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 Adjudication Board prescribed by Article 30;
- (c) meeting with management in joint consultation prescribed by Article 31.

### **\* 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), 1st Vice-President, 2nd Vice-President, 3rd 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 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 see 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 thirty-six (36) months 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 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 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 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.

## **ARTICLE 18 – HOURS OF WORK**

### **18.01 Hours of Work**

The hours of work shall be as set forth in the individual classifications and pay plans under Appendices 1, 2, and 3, which contains the three (3) bargaining units attached to and forming part of this agreement.

### **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 with 18.03 (a) and (b) subject to an assessment of operational considerations of the new work unit.

### **18.04 Return to Regular Times of Work**

In the event that a modified work week or flexible working hours system provided for in Article 18.02 and 18.03:

- (a) does not result in the provision of a satisfactory service to the public;
- (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.

**18.05 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 classification:

- calculation of service under Article 1.02 (b)
- annual vacation entitlement
- vacation carry over
- paid holidays under Article 22.01
- bereavement leave
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period
- rest periods

**ARTICLE 19 – OVERTIME**

**19.01 Definitions**

In this Article and Article 22:

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

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

(ii)  $\frac{\text{biweekly rate}}{75} \times 1.5$

where the employee's normal work week consists of thirty-seven and one-half (37 ½) hours exclusive of meal break.

(iii) biweekly rate x 1.5

80

where the employee's normal work week consists of forty (40) hours exclusive of meal break.

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

(i) biweekly rate x 2

70

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

(ii) biweekly rate x 2

75

where the employee's normal work week consists of thirty-seven and one-half (37 1/2) hours exclusive of meal break.

(iii) biweekly rate x 2

80

where the employee's normal work week consists of forty (40) hours exclusive of meal break.

### **19.02 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.

### **19.03 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.

#### **19.04 Overtime Compensation**

Subject to Article 19.05, an employee is entitled to time and one half (1 ½ T) compensation for each hour of overtime worked by them.

#### **19.05 Overtime Eligibility**

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

#### **19.06 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 20.04 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.

#### **19.07 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 20.04 shall apply.

#### **19.08 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 19.04.

#### **19.09 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.



**19.10 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.

**19.11 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.

**19.12 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.

**19.13 Time Off in Lieu of Overtime**

- (a) Where time off with pay in lieu of overtime hours worked has not been granted 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 Deputy Head may authorize an extension of time limits provided in (a) above.

**19.14 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 18, in order to equalize any overtime worked.

**19.15 Daylight Savings Time**

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

**ARTICLE 20 – STANDBY AND CALLBACK**

**\*20.01 Standby Compensation (effective March 31, 2024)**

Except as provided in 20.06, 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	\$20.00
Holiday Rate	\$40.00

## **20.02 Employee Availability**

- (a) An employee designated for standby duty shall be available during their period of standby duty at a known telephone number or pager 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 pagers, cellular phones or radios to members of the bargaining unit who are designated for standby duty.

## **20.03 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.

## **\*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*. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement. 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.

Link to current rates:

<https://beta.novascotia.ca/documents/reimbursement-rates-and-transportation-allowances-employees-government-and-public-sector-bodies>

## **20.06 Standby – Natural Resources and Renewables**

Where employees employed by the Department of Natural Resources and Renewables are required by an official of the Department of Natural Resources and Renewables to be available for immediate work, the period of such availability shall be called "standby time", and upon the

certificate of the Deputy Head as to the amount of and reason for such standby time, such persons shall be entitled to compensation or leave with pay for one-third (1/3) of their standby time.

## **ARTICLE 21 – VACATIONS**

### **\*21.01 Annual Vacation Entitlement**

Subject to Article 18.05, an employee shall be entitled to receive annual vacation with pay:

- (a) each year during their first sixty (60) months of service at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) 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 ( $1 \frac{2}{3}$ ) days for each month of service; four (4) weeks after five (5) years of service.
- (c) each year after one-hundred and sixty-eight (168) months of service at the rate of two and one twelfth ( $2 \frac{1}{12}$ ) days for each month of service; five (5) weeks after fourteen (14) years of service.
- (d) each year after two hundred and eighty-eight (288) months of service at the rate of two and one-half ( $2 \frac{1}{2}$ ) days for each month of service; six (6) weeks after twenty-four (24) years of service.

### **21.02 Vacation Year**

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

### **21.03 Authorization**

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

### **21.04 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 Deputy Head or delegated official in writing of their vacation preference as soon as possible for the following vacation year but before February 15<sup>th</sup> in each year. The Deputy Head will respond in writing by March 15<sup>th</sup> 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. This does not apply where employees are returning to their original work unit from a temporary or term position in a different work unit. 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 occupational requirements necessitate a decision by the Deputy Head 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 Deputy Head shall post the approved vacation schedule no later than March 15<sup>th</sup>.
- (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 Deputy Head 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 on a work unit by length of service.

#### **21.05 Employee Request**

Subject to the operational requirements of the service, the Deputy Head shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Deputy Head is unable to comply with the employee's written request, the Deputy Head 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.

#### **21.06 Unbroken Vacation**

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

#### **21.07 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, unless the employee requests in writing that the vacation leave be carried over into the Accumulative Vacation Carry Over bank under Article 21.08.
- (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.

#### **21.08 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 Deputy Head, it will not interfere with the efficient operation of the Department.

(b) The scheduling of any vacation carryover accumulated pursuant to 21.08(a) is subject to authorization and scheduling in accordance with Article 21.03, Article 21.04, Article 21.05 and Article 21.06.

**21.09 Borrowing of Unearned Vacation Credits**

On the recommendation of the Deputy Head and with the approval of the Employer, an employee who has five (5) or more years of service may be granted five (5) days from the vacation leave of the next subsequent year.

**21.10 Employee Compensation Upon Separation**

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

**21.11 Employer Compensation Upon Separation**

An employee, upon their separation from the Civil Service, shall compensate the Province for vacation which was taken but to which they were not entitled.

**21.12 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.

**21.13 Vacation Records**

An employee is entitled to be informed, upon request, of the balance of their vacation leave with pay credits.

**21.14 Recall from Vacation**

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

**21.15 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 32 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.

## **21.16 Reinstatement of Vacation Upon Recall**

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 21.14 and 21.15, shall either be added to the vacation period, if requested by the employee and approved by the Deputy Head, or reinstated for use at a later date.

## **21.17 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.

## **ARTICLE 22 – HOLIDAYS**

### **\*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.

**22.02 Exception**

Article 22.01 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.

**22.03 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:

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

**22.04 Holiday Coinciding with Paid Leave**

Where a day that is a designated holiday for an employee as defined in Article 22.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

**22.05 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 22.01, 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 22.05 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

**22.06 Overtime on a Holiday**

- (a) When an employee is required to work overtime on a paid holiday, as defined in Article 22.01, 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 22.01.

- (b) An employee may request time off with pay in lieu of compensation under 22.06 (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. In the case of seasonal employees, the parties acknowledge that the Employer's ability to schedule the holiday at a mutually acceptable time may be restricted.
- (c) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 22.06 (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 Deputy Head may authorize an extension of time limits provided in (b) above.

### **22.07 Time off In Lieu of Holiday**

In no case shall the total time off in lieu of the holiday referred to in 22.05(b), and 22.06(b) above exceed the equivalent of one (1) complete shift.

### **22.08 Christmas or New Year's Day Off (HSA and HSN Pay Plans)**

Each employee shall receive either Christmas or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

### **22.09 Working Two Christmas or New Year's Days in a Row**

The Employer shall make reasonable efforts to ensure, where operational requirements permit, that no employee is required to work two (2) Christmas Days or two (2) New Year's Days in a row.

## **ARTICLE 23 – SPECIAL LEAVE**

### **23.01 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;

(1) 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.

(2) 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 their 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.

### (3) 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.

### (4) 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 23.01 (a)(4) 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 23.01 (a)(4) 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.

## **\*23.02 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 18.05, for a period of up to five (5) consecutive work days for each death. Immediate family is defined as father, mother, step-parents, brother, half-

brother, step-brother, sister, half-sister, step-sister, spouse, child of the employee, father-in law, mother-in law, daughter-in law, son-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.

- (b) Notwithstanding Article 23.02 (a) above, an employee's paid leave entitlement for such circumstances will expire after seven (7) calendar days commencing midnight following the death.
- (c) Notwithstanding Articles 23.02 (a) and (b) above, 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.
- (d) Every employee shall be entitled to special leave with pay, subject to Article 18.05, up to a maximum of one (1) work day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece, nephew, 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) In the event of a death of the employee's sister-in-law or brother-in-law and subject to the paid leave provided pursuant to Article 23.02(d) above, upon request, an employee shall be granted up to an additional 4 days of unpaid leave. For clarity, the paid and unpaid leave days under Article 23.02(d) and (e) cannot exceed a total of five (5) consecutive working days.
- (f) Every employee shall be entitled to an unpaid leave of absence of up to five (5) consecutive work days upon the death of the employee's guardian.
- (g) The above entitlement is subject to the proviso that proper notification is made by the employee to their Deputy Head or delegated official.
- (h) 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.

### **23.03 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:
  - (1) in or under the authority of a court; or
  - (2) before an adjudicator 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

- (3) 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 23.03(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.

#### **23.04 Jury Compensation**

Any employee given leave of absence with pay to serve on a jury pursuant to Article 23.03(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.

#### **23.05 Leave for Job Interview**

When an employee participates in a personnel selection process for a position in the Civil Service or for promotion, they shall be granted leave of absence with pay for the period during which the employee's presence is required for purposes of the selection or promotion process and for such further period as the Employee considers reasonable for the employee to travel to and from the place where their presence is so required. Such leave of absence shall not be considered to be "on the Employer's business", for purposes of expenses incurred under Article 32. Such leave of absence shall be requested by the employee of their supervisor as soon as possible after the requirement of their presence is known.

#### **23.06 Leave for Family Illness**

- (a) In this article family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the employee, 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 their Deputy Head or delegated official, leave with pay, subject to Article 18.05, up to a maximum of five (5) work days per annum except where otherwise provided in (c). The Deputy Head may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.
- (c) A Temporary Employee shall be entitled to earn Family Illness leave, subject to Article 18.05, at a rate of one (1) day for every ten (10) completed weeks of service.
- (d) 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 their Deputy Head or delegated official, approval to access leave credits provided for pursuant to 23.06(b). The Deputy Head may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

### **23.07 Pregnancy Leave**

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to sixteen (16) weeks as provided herein.
- (b) No later than the fifth (5<sup>th</sup>) month of pregnancy, the employee shall submit to the Employer through the Deputy Head 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 sixteen (16) 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 sixteen (16) weeks after the pregnancy leave began pursuant to Article 23.07 (d).
- (f) A pregnant employee shall provide the Employer with at 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 23.07 (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 23.07 (g) is not possible, the employee shall give the Employer through the Deputy Head 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 the 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 23.07 (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 woman 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 23.07, 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 23.01 (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 their 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 23.07.

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 23.07 may be granted in accordance with the provisions of Article 25.

### **23.08 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 waiting period of one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
  - (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their 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.
  - (iii) up to a maximum of five (5) 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 their 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 their 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' classification.
- (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 Human Resources and Skills 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.

### **\*23.09 Parental Leave**

#### (a) Parental Leave

Subject to 23.09 (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-eight (78) weeks upon giving the Employer through the Deputy Head, 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 parental leave includes the one (1) week waiting period before receiving E.I. benefits. The employee may amend the notice in accordance with the provisions of Article 23.07 (g) or (h).

#### (b) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 23.07 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-two (62) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 23.07.

(c) Parental Leave other than in Article 23.09 (b)

For an employee other than one whom Article 23.09 (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-eight (78) 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 23.09(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 23.09(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 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-eight (78) 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-eight (78 weeks) in accordance 23.07(g)(ii).

(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 Deputy Head 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.

**\*23.10 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-

eight (78) weeks upon giving the Employer, through the Deputy Head, 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 23.10 (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-eight (78) 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 23.10 (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 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-eight (78 weeks) in accordance 23.07(g)(ii).
- (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 23.10. This will apply where an Employee amends their initial approved leave up to seventy-eight (78 weeks) in accordance 23.07(g)(ii).

### **23.11 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 are 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 of one (1) week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
- (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their 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.
- (iii) Up to a maximum of ten (10) additional weeks as follows:
  - a) where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;
  - b) where the employee is in receipt of extended E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's 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 classification 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 classification.
- (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 Human Resources and Skills Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

### **23.12 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 shift. This leave may be divided into two (2) periods and be granted on separate days.

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

### **23.13 Leave for Emergency**

An employee shall be granted leave of absence with pay, subject to Article 18.05, 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.

### **23.14 Leave for Medical and Dental Appointments**

- (a) Employees shall be allowed paid leave of absence, subject to Article 18.05, 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.
- (b) A Temporary Employee shall be allowed paid leave of absence, subject to Article 18.05, at a rate of one (1) day for each three (3) completed months of service in order to engage in personal preventive medical and dental care.

### **\*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 workstation 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.

### **23.16 Leave of Absence for Public Office**

Where an employee is granted time off work as a result of elected activity pursuant to Section 35 of the *Civil Service Act*, such time off work will be without pay.

### **23.17 Military Leave**

Military leave shall be as provided for in Section 124, General Regulations made pursuant to the *Civil Service Act*. Article 23.01 (a) shall apply to military leave.

### **23.18 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 the public 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 their Deputy Head 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 Deputy Head. 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(5<sup>th</sup> 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 or an employer that participates in the same or a similar salary deferral arrangement for a period that is not less than the period of leave.

**(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 Department of Finance.

**(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.

**\*23.19 Education Leave**

- (a) The Employer agrees to be consistent in its application and administration of Education Leave pursuant to Manual 500 Human Resource Management.
- (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 23.01(a) shall apply to education leave without pay.

**\*23.20 Compassionate Care Leave**

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.

**\*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.

**\*23.22 Leave for Parent of 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.

**\*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 of 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 a 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 of 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.

### **23.26 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.

## **ARTICLE 24 – 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 25 – SICK LEAVE**

### **25.01 General Illness Leave Benefit**

- (a) Subject to Article 18.05, 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.
- (e) Subject to Article 18.05, a Temporary Employee shall be entitled to earn general illness leave at a rate of one day for each completed month of service.

## **25.02 Short-Term Illness Leave Benefit**

- (a) Subject to Article 18.05, 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:
  - (1) 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;
  - (2) 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;
  - (3) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (1/2) work day sick leave bank deduction per day of top-up.
- (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 25.02(a) applicable during the year in which the short-term illness commenced.

## **25.03 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 25.02(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 25.02. 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 25.02.
- (d) The provisions of Article 25.03(b) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original



short term leave period as defined in Article 25.02 (a). Trial periods shall be determined in agreement with the Union, but in no case shall the trial period exceed three (3) months.

#### **25.04 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 17 of the Agreement or in the case of circumstance covered under Article 25.05.

#### **25.05 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 37.
- (b) During the period an employee is on layoff status, they shall not be entitled to benefits under Article 25 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 25.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

#### **25.06 Long-Term Disability**

- (a) 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.
- (b) An employee who is not entitled to return to their own position, and who has been disentitled to benefits pursuant to the Long Term Disability Plan, and who within 15 days of receipt by registered mail of notice that they have been disentitled to Long Term Disability benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, or severance pay pursuant to Article 37, but not the displacement rights of the collective agreement.

The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt to facilitate the placement of all affected employees.

#### **25.07 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 25 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

#### **25.08 Proof of Illness**

An employee may be required by the Deputy Head or delegated official 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 Deputy Head has reason to believe an employee is misusing sick leave privileges, the Deputy Head 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.

#### **25.09 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, it shall be supported by a certificate from a medical practitioner.

#### **25.10 Workers' Compensation**

The pay of an employee who is in receipt of compensation from the Workers' Compensation Board of Nova Scotia, arising from the same incapacity for which sick leave or special leave is granted shall be reduced by the amount paid by the Workers' Compensation Board.

#### **25.11 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 them.

#### **25.12 Sick Leave Records**

An employee is entitled once each fiscal year to be informed, upon request, of the balance of their sick leave with pay credits.

#### **25.13 Deputy Head 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 Deputy Head or delegated official of this

condition in such manner and at such time as may be determined by the Deputy Head, and provided they have the necessary sick leave credits.

#### **25.14 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.

#### **25.15 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.

#### **25.16 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 30 calendar days.

### **ARTICLE 26 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

#### **26.01 Employee 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.

## **26.02 Notice of Performance Improvement Requirements**

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

### **\*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 or 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.

## **26.04 Employee Access to Personnel File**

Employees shall have access to their personnel and medical files during regular business hours.

## **ARTICLE 27 – DISCIPLINE AND DISCHARGE**

### **27.01 Just Cause**

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

### **27.02 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.

### **27.03 Grievances**

Where an employee alleges that they have been suspended or discharged in violation of Article 27.01, 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 Adjudication contained in the *Civil Service Collective Bargaining Act*, and for the purpose of a grievance, alleging violation of Article 27.01 they shall lodge their grievance at the final level of the grievance procedure.

### **27.04 Reinstatement**

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 27.01, that employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued to them 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 to them at the end of the next complete pay period following the reinstatement.

## **ARTICLE 28 – NOTICE OF RESIGNATION**

### **28.01 Notice of Resignation**

If an employee desires to terminate their employment, they shall forward a letter of resignation to the Deputy Head or delegated official not less than ten (10) calendar days prior to the effective date of termination, provided however that the Deputy Head or delegated official may accept a shorter period of notice.

### **28.02 Failure to Give Notice**

An employee who fails to give notice required by Article 28.01, shall be struck from the payroll effective the day they absent themselves without leave, and shall have deducted from monies owed them by the Employer, a sum equivalent to the salary payable to them for the period of notice which they failed to work.

### **28.03 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 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.

## **28.04 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 letter.

## **ARTICLE 29 – GRIEVANCE PROCEDURE**

### **29.01 Grievances**

- (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 two (2) 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 supervisor shall be notified 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.

### **29.02 Union Approval**

Where the grievance relates to the interpretation or application of this collective agreement or an Adjudication 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.

### **\*29.03 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, 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.

### **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.

### **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.

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

### **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.

### **29.04 Decision by Deputy Head**

The decision given by the Deputy Head at the final step in the grievance procedure shall be final and binding upon the employee(s) and the Union unless the grievance is a class of grievance that may be referred to adjudication.

### **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.

### **29.06 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.

### **29.07 Time Limits**

In determining the time in which any step under the foregoing proceedings or under Article 30 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.

### **29.08 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.

### **29.09 Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed with the Public Service Commission, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to the provisions of the *Civil Service Collective Bargaining Act* up to and including Adjudication. This section shall not apply in cases of individual grievances.

### **29.10 Sexual Harassment**

Cases of sexual harassment shall be considered as discrimination and a matter for grievance and adjudication. 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.

## **ARTICLE 30 – ADJUDICATION**

### **30.01 Adjudication**

The provisions for Adjudication contained in the *Civil Service Collective Bargaining Act* shall apply to grievances resulting from this Agreement.

### **30.02 Adjudication Award**

The parties agree to enforce the provisions of Section 35(6) of the *Civil Service Collective Bargaining Act*.



**ARTICLE 31 – 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 32 – TRAVEL REGULATIONS**

**\*32.01 Kilometrage Allowance**

Effective Jun 8, 2022, the threshold for kilometrage under Article 32 will be raised from 16000 kms to 20000 kms for all employees for the life of the current agreement. For clarity, the threshold will revert back to 16000 kms at midnight on March 31, 2024.

- (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 kilometrage categories:

- 0 – 20,000 kms
- Over 20,000 kms

As of April 1, 2024:

- 0 – 16,000 kms
- Over 16,000 kms

- (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 – 20,000 kms
- Over 20,000 kms

As of April 1, 2024:

- 0 – 16,000 kms
- Over 16,000 kms

The rates in (a) and (b) will be adjusted annually (up or down) on April 1. 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.

Link to current rates:

<https://beta.novascotia.ca/documents/reimbursement-rates-and-transportation-allowances-employees-government-and-public-sector-bodies>

#### 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 plus an amount per kilometer. An employee of the Department of Natural Resources and Renewables designated to be paid a supplementary rate for use of their light truck shall be paid a monthly allowance plus an amount per kilometer.
- (b) A monthly car allowance shall be paid to an employee of the Department of Public Works holding the position of Engineering Survey Technician or Project Engineer.
- (c) A monthly car allowance shall be paid to scale house operators (Motor Vehicle Registry), and road transport inspectors in the Department of Public Works, in accordance with the following:
  - 8 kms to 24 kms
  - 24 kms to 48.3 kms
  - over 48.3 kms

The rates in (a), (b), and (c) above will be adjusted annually (up or down) on April 1. 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.

Link to current rates:

<https://beta.novascotia.ca/documents/reimbursement-rates-and-transportation-allowances-employees-government-and-public-sector-bodies>

#### **32.02 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.

### **\*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. This rate will be adjusted annually (up or down) on April 1. 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.

Link to current rates:

<https://beta.novascotia.ca/documents/reimbursement-rates-and-transportation-allowances-employees-government-and-public-sector-bodies>

### **32.04 Use of Automobile on Employer Business**

- (a) The Employer has the sole right to determine which employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.
- (b) The Employer shall take the following into consideration when determining which employees are required to provide an automobile:
  - (1) nature of function;
  - (2) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
  - (3) does the employee have control over the demand for transportation, for example, in areas of personal service protection, etc.
  - (4) the normal amounts of kilometrage traveled by an incumbent in this position in the previous fiscal year;
  - (5) the incidence of usage.
- (c) Employees in such classes shall have the option of choosing by the first of March of each year which method of payment they prefer; i.e. straight kilometrage or monthly allowance plus kilometrage. The option they select will be effective on the first of each fiscal year (April 1).

- (d) Existing or new employees who move into a class of employment during the fiscal year, which requires provision of an automobile by the employee, shall have thirty (30) calendar days to opt for their preferred method of kilometrage remuneration.

Existing employees who are in a class of employment which requires the provision of an automobile by the employee shall have thirty (30) calendar days to change their preferred method of kilometrage remuneration when their assignment and kilometers travelled change.

- (e) An employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight kilometrage rates on the effective date of the job change if they have been in receipt of monthly allowance provisions.
- (f) If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus kilometrage there will be no reduction in monthly allowance if the employee:
  - (1) is on vacation;
  - (2) has been granted special leave with pay for a period of thirty (30) calendar days or less;
  - (3) has been granted sick leave for a period of thirty (30) calendar days or less;
  - (4) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.
- (g) (i) An employee designated as being required to provide an automobile for their employment function must have the vehicle available for use at all times.
  - (ii) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months notice of the end of the requirement.

### **32.05 Meal Allowances**

Subject to Article 32.02, 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 \$8.00 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 \$15.00 per day

Dinner \$20.00 per day may be claimed when the employee is not expected to return to their residence before 6:30 pm.

**32.06 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 33 – MOVING EXPENSES**

The parties agree that the Memorandum of Agreement entitled “Removal Expense”, which is attached hereto as Appendix 8 continues in force and effect for the term of this Agreement.

**ARTICLE 34 – PUBLIC SERVICE AWARD**

**34.01 Public Service Award**

- (a) Subject to Article 34.02(a) below, an employee who was employed on or before April 1, 2015 and who ceases to be employed after April 1, 2015 either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the Public Service Superannuation Act, shall be granted a 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 34.01 (a) shall be calculated by the formula:

$$\text{Annual Salary} = 1 \text{ week}$$

52

**\*34.02 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 as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.
- (b) An employee who resigns in accordance with the provisions of Article 37 is not entitled to a Public Service Award.
- (c) An employee who received a payment in lieu of the Public Service pursuant to the December 7, 2017 Interest Arbitration Award is not entitled to a Public Service Award for service accrued to March 31, 2015.

### **34.03 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.

### **34.04 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.

### **34.05 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.

## **ARTICLE 35 – 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 36 – HEALTH AND SAFETY**

### **36.01 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.

### **36.02 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.

### **36.03 Joint Occupational Health and Safety Master Committee**

- (a) The Employer agrees to the establishment of a Joint Health and Safety Master 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.

#### **36.04 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.

#### **36.05 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.

#### **36.06 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*.

#### **36.07 Video Display Terminals and Other Equipment**

- (a) 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.
- (b) A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or their fetus, may request a job reassignment

for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying they are pregnant and the medical basis on which a threat may exist. Upon receipt of the request, the Employer, where possible will assign the pregnant employee to an alternate position and/or classification or to alternate duties.

### **36.08 Right to Refuse Work**

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

### **36.09 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:

- 1) discrimination contrary to the law or to this agreement;
- 2) harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients 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 their 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 37 – EMPLOYMENT STABILITY**

### **\*37.01 Consultation**

The parties shall continue to meet, as needed, for the purpose of cooperation and consultation on employment stability. The parties shall meet as required to discuss matters of concern between them related to technological change and circumstance identified in Article 37.06.

### **37.02 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.



### **37.03 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 the public.

### **37.04 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.

### **37.05 Retraining**

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

### **37.06 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 is relocated, they shall be offered the position in the new location. The employee may decline the offer, in which case the remaining provisions of Article 37 shall apply.
- (c) Where an employee's position becomes redundant the remaining provisions of Article 37 shall apply.

### **37.07 Application**

For the purposes of this Article "employee" means a permanent employee, a Term with three (3) or more years of service or a Seasonal Employee in accordance with Article 12.01 (m).

### **37.08 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).

### **37.09 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.

### **37.10 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.
- (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 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 purpose of this Article, a seasonal layoff does not constitute leaving the employ of the Province.

### **37.11 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 1<sup>st</sup>, or as otherwise mutually agreed.

### **37.12 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 37.18(d);
- (d) the employee is laid off for more than twenty-four (24) consecutive months without recall.

### **37.13 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 departmental 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 37.16 (a)(1) and 37.16 (a)(3).
- (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 37.16(a)(1) and 37.16(a)(3).
- (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 37.16(a)(1) and 37.16(a)(3) 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 37.16 (a) (1); and
  - (ii) in a position which has the same designated percentage of full time employment;  
or  
  
in the case of seasonal employees, in a position which has the same benefit plan entitlement and the same number of weeks as the seasonal period in the last fiscal year,  
  
cannot decline to accept the placement.
- (e) An employee who is offered placement in accordance with Article 37.16 (a) (3) may decline to accept the placement in which case, the remaining provisions of Article 37 shall apply.

**37.14 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:
  - (1) forty (40) work days if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
  - (2) sixty (60) work days if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
  - (3) eighty (80) work days if three hundred (300) or more 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:
  - (1) to exercise placement/displacement rights in accordance with the procedures set out in Article 37.16; or
  - (2) to accept layoff and be entitled to recall in accordance with Article 37.18.
  - (3) to resign with severance pay in accordance with Article 37.20.

An employee who intends to exercise placement/displacement rights pursuant to (d)(1) above will indicate such intent to the Employer within five (5) business 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)(2) above.

### **37.15 Pay in Lieu of Notice**

Where the notice required by Article 37.14 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.

### **37.16 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, who has not been placed in accordance with Article 37.06(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
- (1) a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location and the same Department, Board, Commission or Agency;
  - (2) if a vacancy is not available under (1) above, then a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location, in any other Department, Board, Commission or Agency;
  - (3) if a vacancy is not available under (2) above, then any position for which the employee is qualified within the employee's same geographic location and same Department, Board, Commission or Agency;
  - (4) if a vacancy is not available under (3) above, or the employee has declined a vacancy in accordance with provisions of 37.16(b), then any position for which the employee is qualified within the employee's same geographic location in any other Department, Board, Commission or Agency.

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. Vacancies pursuant to (3) and (4) above shall include all vacancies in the other Civil Service bargaining units represented by the Union.

- (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 classification;

- (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 classification or which has a greater than 10% increase of full-time employment;
- (iii) A seasonal 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 classification, lesser benefit plan entitlements or which is more than two (2) weeks longer or shorter than the seasonal period in the last fiscal year;
- (iv) An employee who declines a vacancy, in accordance with Article 37.16 (b), at any step in the placement procedure under Article 37.16 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 37.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same geographic location and any Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 37.09 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 has elected to exercise displacement rights in accordance with (c) above and has been unable to do so, shall be entitled to exercise placement rights to vacant position(s) in respect to other locations in their Region, as outlined in Appendix 6. Such placement rights shall be exercised in respect to any location on a Region-wide basis, in accordance with the provisions and sequence set out in 37.16(a) and 37.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (e) If a vacancy is not available under (d) above or has been declined in accordance with 37.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same Region and any Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 37.09 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.
- (f) An employee who has elected to exercise displacement rights in accordance with (e) above and has been unable to do so, shall be entitled to exercise placement rights to vacant positions in respect to locations in other Regions. Such placement rights shall be exercised in respect to any location on a province-wide basis, in accordance with the provisions and sequence set out in 37.16(a) and 37.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (g) If a vacancy is not available under (f) above or has been declined in accordance with 37.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, and any Department, Board, Commission or Agency in any Region. Such displacement is subject to consideration of

Article 37.09 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.

- (h) An employee who chooses to exercise rights in accordance with 37.16 may elect at any step, beginning with Article 37.16(a)(1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 37.20.
- (i) A permanent employee who is placed in a term position shall retain their status as a permanent employee.
- (j) An employee placed or recalled to a vacancy which has a lower maximum rate of pay than that applicable to the employee's classification, shall be paid the maximum rate of pay of the lower classification.
- (k) An employee who is displaced pursuant to Article 37.16 shall be entitled to the full rights contained in Article 37 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 37.14, 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.
- (l) 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.

### **37.17 Transfer Expenses**

An employee transferred pursuant to the provisions of Article 37 outside their geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 33.

### **37.18 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 in any Department, Board, Commission or Agency for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the Civil Service bargaining units represented by the Union.
- (c) The Employer shall give employees notice of recall opportunities by telephone or email. Employees are responsible for keeping the Employer informed of their telephone number and email address.
- (d) The employee will have a maximum of two (2) business days to notify the employer if they wish to be recalled to the position offered.

- (e) Where an employee accepts to be recalled to the position offered, they will be sent a letter by courier or registered mail confirming their start date (where that date has been agreed upon by the employee and the hiring manager) or advising that they shall return to the services of the Employer within two (2) weeks of the date that this letter is received by the employee, 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 classification title, or position classification title series, the same geographic location at the time of layoff, the same percentage designation and, in the case of seasonal employees, with the same seasonal period, in which event they will be struck from the recall list. However, an employee's refusal to accept recall to their same position classification title, or position classification title series, within the same geographic location 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.
- (f) 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.

### **37.19 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.

### **37.20 Severance Pay**

- (a) At the end of the twenty-four (24) month period referred to in 37.19, 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 Government of Nova Scotia 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.

### **37.21 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.

### **37.22 Geographic Location**

For the purposes of this Article, “geographic location” means that area within a radius of thirty-two (32) kilometers (20 miles) of the actual building or other regular place of employment of the employee; except that, within the Halifax-Dartmouth Metro area, “geographic location” is that area within a radius of sixteen (16) kilometers (10 miles) of the actual building or other regular place of employment of the employee.

### **37.23 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:

- (1) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options within the civil service for employees whose work is to be contracted out;
- (2) 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;
- (3) 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;
- (4) met with the successful bidder and sought to make it a term of the contract that the contractor must:
  - (i) interview employees for available job opportunities with the contractor to perform the contracted out work;
  - (ii) where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;



- (iii) extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and
  - (iv) 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.
- (d) In the event of a devolution of bargaining unit work to an employer in the broader public sector of the Province that would be considered a sale, lease, transfer, annexation or amalgamation under the *Trade Union Act*, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the *Trade Union Act* were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance with subsection 37.23(a)(1), (3), and (4).

**ARTICLE 38 – PAY PROVISIONS**

**\*38.01 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:

April 1,2021	1.5%
April 1, 2022	1.5%
April 1, 2023	3.0%
March 31, 2024	0.5%

**38.02 Rate of Pay Upon Appointment**

The rate of compensation of the person upon appointment to a position in the Civil Service shall be the minimum rate prescribed for the class to which they are 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 effect 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.

### **38.03 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 effect 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.

### **38.04 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.

### **38.05 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 is reclassified, at which time the date of the reclassification 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.

### **38.06 Rate of Pay Upon Reclassification**

Where an employee is recommended for a reclassification 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 38.03.

### **38.07 Salary Increments**

The Employer, on the recommendation of the Head of the Department, 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 38.05 or twelve (12) months following the date of a change in their rate of compensation as established in Articles 38.02, 38.03, or 38.04.

### **38.08 Notice of Withheld Increment**

When an increase provided for in Article 38.07 is withheld, the reason for withholding shall be given to the employee in writing by the Deputy Head or delegated official, at least one calendar month prior to the effective anniversary date.

### **38.09 Granting of Withheld Increment**

When an increase provided for in Article 38.07 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.

### **38.10 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 shall not apply in series classifications of positions.
- (e) Acting pay provisions do not preclude the right of the Deputy Head to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (f) 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.
- (g) Calculation of the qualifying period for acting pay under Article 38.10 is subject to Article 18.05, Conversion of Hours.

### **38.11 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.

**\*38.12A Shift Premium**

Effective June 8, 2022, an employee shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

**\*38.12B Weekend Premium**

Effective June 8, 2022, an employee shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 12.01 a.m. on Saturday and 7.00 a.m. on Monday.

**\*38.13 Pay Equity**

The parties agree to the creation of a Joint Committee, with equal numbers of Union and Employer representatives, to undertake a systematic review of pay equity affecting the CL Pay Plan in the Civil Service. The Committee would have the authority to retain outside expertise as required, to be cost shared by the Employer and the Union and would report to the parties, with non-binding recommendations, no later than sixty (60) days before the expiry of the renewed Collective Agreement on March 31, 2024.

**ARTICLE 39 – INJURY ON DUTY**

**39.01 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.

**39.02 Injury Pay Provisions**

- (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform their duties, the Employer shall grant to the employee injury on duty leave with pay representing the employee's net average pre-disability salary for a period as the Workers' Compensation Board may specify.
- (b) The Employee shall disclose and the Employer shall consider Canada Pension benefits or other publically funded third party payment received by an employee where such payment relates to employment and disability and is intended as a partial earnings loss replacement. Any such amounts shall be deducted from the payment to be paid by the Employer under (a).
- (c) Under no circumstances should injury on duty leave with pay result in an employee's post-injury earnings loss replacement exceeding the employee's net average pre-disability earnings.

### **39.03 Record of Injury**

The Employer shall maintain a record of its employees injured on duty and shall accept liability for any recurring disability whilst in its employ that is attributable to the original injury.

### **39.04 Recurring Disability**

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Employer will receive benefits in accordance with the provisions of the Workers' Compensation Board.

### **39.05 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.

## **ARTICLE 40 – PART-TIME EMPLOYEES**

### **40.01 Part-Time Employees**

- (a) Part-time employees employed on a regular basis in position titles and classifications 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 25.01 and Short-Term Illness Leave under 25.02 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.

#### **40.02 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)(1). 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.

#### **40.03 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.

#### **40.04 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 24. 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.

#### **40.05 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 to the Civil Service shall not lose any benefits or entitlements so earned or provided upon their appointment to the Civil Service.

In the case of a part-time employee who was in receipt of vacation pay in lieu of vacation leave prior to their appointment and whose effective date of appointment to the Civil Service preceded December 20, 1988, 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.

#### **40.06 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 41 – JOB SHARING**

#### **41.01 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.

#### **41.02 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.

#### **41.03 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 job classification/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 job classification/title shall be considered on a case-by-case basis by a joint union/management process.

#### **41.04 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 superior of the position to be job shared.

#### **41.05 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.

#### **41.06 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.

#### **41.07 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.

#### **41.08 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 19 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.

#### **41.09 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 22 of the Agreement.

##### **(b) General Illness**

One-half (1/2) of the entitlement provided for under Article 25 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 25, 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.

**41.10 Pension**

Pursuant to Article 35 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 41.07 and their pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

**41.11 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.

**41.12 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.

### **41.13 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 41.05, 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.

### **41.14 Filling of Vacancy**

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

### **41.15 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 42 – AMENDMENT**

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

## **ARTICLE 43 – CLASSIFICATION AND RECLASSIFICATION**

### **43.01 Classification and Salary Adjustments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, whether or not the classification 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 classification 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 classification, the Union may refer the matter to a single Adjudicator, established in accordance with the *Civil Service Collective Bargaining Act*, 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 Adjudicator but, in any event, not earlier than the date of implementation of the new classification, or in the case of a substantially altered classification, not earlier than twenty-five (25) days before the Union filed a grievance in the matter.

### **\*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, 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.
- (d) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.
- (e) The time limits referred to in this Article will only apply to disputes arising subsequent to the date of signing this Agreement, and may be extended by mutual agreement.
- (f) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Public Service Commission of the employee's written appeal submitted pursuant to 43.02(a).

**\*43.03 Classification Appeal Tribunal**

- (a) A Classification Appeal Tribunal shall be established to make a final and binding decision on a dispute concerning the classification of the position an employee occupies.
- (b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Public Service Commission, and one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) business days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the Civil Service Employee Relations Board.
- (c) The members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office they may be re-appointed for a term not exceeding five (5) years. The re-appointment of a member or the appointment of their successor shall be in accordance with the provisions set out in 43.03(b) above.
- (d) Notwithstanding the provisions of 43.03 (c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of 43.03(b).

- (e) The members of the Tribunal shall be paid remuneration as may be fixed by the Governor-in-Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.
- (f) The Tribunal shall within thirty (30) business days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- (g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.
- (h) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the *Arbitration Act* but in no case shall such order notice, directive or declaration be contrary to this Agreement, specifically 43.02 (h) herein.
- (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 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.
- (j) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.
- (k) The Tribunal shall render its decision on a dispute under this Article within sixty (60) business days of the matter being heard, 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 Union and Employer.
- (m) The decision of the Tribunal is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Tribunal.

## **ARTICLE 44 – TERM OF AGREEMENT**

### **\*44.01 Duration and Renewal**

This Agreement shall be in effect for a term beginning from April 1, 2021 to March 31, 2024 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.

### **\*44.02 Effective Date of Agreement**

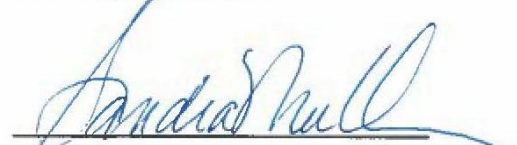
Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after June 8, 2022.

### **\*44.03 Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between April 1, 2021 and June 8, 2022 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 employees 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.

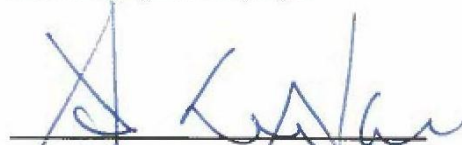
Signed on this 29 day of November, 2022 at Halifax (K'jipuktuk), Nova Scotia (Mi'ma'kii) on traditional Mi'kmaq territory:

*On behalf of the Union*

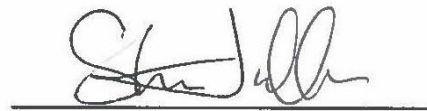


Sandra Mullen  
President, NSGEU

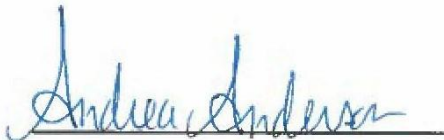
*On behalf of the Employer*



Colton LeBlanc  
Minister, Nova Scotia Public Service Commission



Shawn Fuller  
Executive Director, NSGEU



Andrea Anderson  
Commissioner, Nova Scotia Public Service Commission

NSGEU Negotiating Committee

Jim Gosse, Chief Negotiator  
Odette MacLeod, Chief Negotiator  
Tammy Gillis, CL Chair  
Sherry Dennis, CL Vice Chair  
David Brewster, PR Chair  
Michelle H Stonehouse, PR Chair  
Scott Hart, PR Vice Chair  
Hugh Gillis, TS Chair  
Holly Martin, TS Vice Chair

Employer Negotiating Committee

Darrell Foley, PSC, Chief Negotiator  
Josh Ewener, PSC Co-Lead  
Bev Budden, DCS  
LaRose Doucette, PSC  
Cory Marsman, PSC  
Dave R. McCarthy, SNSIS  
Mandy Proulx, PSC  
John L. Scoville, DOJ  
Peggy Weatherbee, DOA  
Stacy Lewis, PSC

**APPENDIX 1 – CLERICAL BARGAINING UNIT  
CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN (CL)**

**ARTICLE C1 – HOURS OF WORK**

**C1.01 Hours of Work**

When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees on a weekly basis, work thirty-five (35) hours, exclusive of meal break.

**C1.02 Rotating and Irregular Hours**

When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees on a fortnightly basis, work an average of seventy (70) hours exclusive of meal break.

**C1.03 Shift Changeover**

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work.

**C1.04 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article C1.06.

**C1.05 New Shifts**

The Employer agrees that, before new shifts are introduced, the change will be discussed with employees who will be affected.

**C1.06 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**C1.07 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

### **C1.08 Meal Breaks**

Meal breaks shall not be less than thirty (30) minutes in a shift for employees whose work schedules are provided for in Articles C1.01 and C1.02.

### **C1.09 Work Schedules**

- (a) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (b) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3) and will ensure one (1) weekend in four (4).

### **C1.10 Rest Periods**

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift.

## **ARTICLE C2 – PAY**

### **C2.01 Pay**

Employees in the Clerical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

### **C2.02 Salary Increments**

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of at least six (6) months following the first day of the month established in Article 38.05, provided the rate of compensation including the increment does not exceed the amount of the bi-weekly rate of CL 2(4) on the scale of rates as shown in Appendix 1.



**JOB CLASSIFICATIONS – CL****PAY GRADE**

Clerk	1	(A)	CL	5
		(B)	CL	9
(Restricted)	2		CL	13
(Restricted)	3		CL	18
(Restricted)	4		CL	22
(Restricted)	5		CL	24
Clerk Typist	1	(A)	CL	3
		(B)	CL	5
		(C)	CL	9
(Restricted)	2		CL	9
Data Processing Clerk	1	(A)	CL	3
		(B)	CL	7
		(C)	CL	11
(Restricted)	2		CL	15
(Restricted)	3		CL	22
Equipment Operator	1	(A)	CL	4
		(B)	CL	6
		(C)	CL	10
(Restricted)	2		CL	13
(Restricted)	3		CL	16
Secretary	1		CL	14
(Restricted)	2		CL	18
(Restricted)	2	Legal Assistant	CL	21
(Restricted)	3		CL	22

**JOB CLASSIFICATIONS – CL****PAY GRADE**

Stenographer	1	(A)	CL	6
		(B)	CL	11
(Restricted)	2		CL	14
Word Processing Operator	1		CL	13
(Restricted)	2		CL	17
(Restricted)	3		CL	20

**CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN – CL**  
**BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III	IV	V
<b>CL 02</b>					
Apr. 1/2021	\$1,159.18	\$1,186.07	\$1,213.08	\$1,239.93	
Apr. 1/2022	\$1,176.57	\$1,203.86	\$1,231.28	\$1,258.53	
Apr. 1/2023	\$1,211.87	\$1,239.98	\$1,268.22	\$1,296.29	
Mar. 31/2024	\$1,217.93	\$1,246.18	\$1,274.56	\$1,302.77	
<b>CL 03</b>					
Apr. 1/2021	\$1,159.18	\$1,186.07	\$1,213.08	\$1,239.93	\$1,266.96
Apr. 1/2022	\$1,176.57	\$1,203.86	\$1,231.28	\$1,258.53	\$1,285.96
Apr. 1/2023	\$1,211.87	\$1,239.98	\$1,268.22	\$1,296.29	\$1,324.54
Mar. 31/2024	\$1,217.93	\$1,246.18	\$1,274.56	\$1,302.77	\$1,331.16
<b>CL 04</b>					
Apr. 1/2021	\$1,186.07	\$1,213.08	\$1,239.93	\$1,266.96	\$1,293.99
Apr. 1/2022	\$1,203.86	\$1,231.28	\$1,258.53	\$1,285.96	\$1,313.40
Apr. 1/2023	\$1,239.98	\$1,268.22	\$1,296.29	\$1,324.54	\$1,352.80
Mar. 31/2024	\$1,246.18	\$1,274.56	\$1,302.77	\$1,331.16	\$1,359.56
<b>CL 05</b>					
Apr. 1/2021	\$1,213.08	\$1,239.93	\$1,266.96	\$1,293.99	\$1,320.83
Apr. 1/2022	\$1,231.28	\$1,258.53	\$1,285.96	\$1,313.40	\$1,340.64
Apr. 1/2023	\$1,268.22	\$1,296.29	\$1,324.54	\$1,352.80	\$1,380.86
Mar. 31/2024	\$1,274.56	\$1,302.77	\$1,331.16	\$1,359.56	\$1,387.76
<b>CL 06</b>					
Apr. 1/2021	\$1,239.93	\$1,266.96	\$1,293.99	\$1,320.83	\$1,347.88
Apr. 1/2022	\$1,258.53	\$1,285.96	\$1,313.40	\$1,340.64	\$1,368.10
Apr. 1/2023	\$1,296.29	\$1,324.54	\$1,352.80	\$1,380.86	\$1,409.14
Mar. 31/2024	\$1,302.77	\$1,331.16	\$1,359.56	\$1,387.76	\$1,416.19
<b>CL 07</b>					
Apr. 1/2021	\$1,266.96	\$1,293.99	\$1,320.83	\$1,347.88	\$1,374.75
Apr. 1/2022	\$1,285.96	\$1,313.40	\$1,340.64	\$1,368.10	\$1,395.37
Apr. 1/2023	\$1,324.54	\$1,352.80	\$1,380.86	\$1,409.14	\$1,437.23
Mar. 31/2024	\$1,331.16	\$1,359.56	\$1,387.76	\$1,416.19	\$1,444.42
<b>CL 08</b>					
Apr. 1/2021	\$1,293.99	\$1,320.83	\$1,347.88	\$1,374.75	\$1,401.79
Apr. 1/2022	\$1,313.40	\$1,340.64	\$1,368.10	\$1,395.37	\$1,422.82
Apr. 1/2023	\$1,352.80	\$1,380.86	\$1,409.14	\$1,437.23	\$1,465.50
Mar. 31/2024	\$1,359.56	\$1,387.76	\$1,416.19	\$1,444.42	\$1,472.83
<b>CL 09</b>					
Apr. 1/2021	\$1,320.83	\$1,347.88	\$1,374.75	\$1,401.79	\$1,428.71
Apr. 1/2022	\$1,340.64	\$1,368.10	\$1,395.37	\$1,422.82	\$1,450.14
Apr. 1/2023	\$1,380.86	\$1,409.14	\$1,437.23	\$1,465.50	\$1,493.64
Mar. 31/2024	\$1,387.76	\$1,416.19	\$1,444.42	\$1,472.83	\$1,501.11

	I	II	III	IV	V
CL 10					
Apr. 1/2021	\$1,347.88	\$1,374.75	\$1,401.79	\$1,428.71	\$1,455.63
Apr. 1/2022	\$1,368.10	\$1,395.37	\$1,422.82	\$1,450.14	\$1,477.46
Apr. 1/2023	\$1,409.14	\$1,437.23	\$1,465.50	\$1,493.64	\$1,521.78
Mar. 31/2024	\$1,416.19	\$1,444.42	\$1,472.83	\$1,501.11	\$1,529.39
CL 11					
Apr. 1/2021	\$1,374.75	\$1,401.79	\$1,428.71	\$1,455.63	\$1,482.65
Apr. 1/2022	\$1,395.37	\$1,422.82	\$1,450.14	\$1,477.46	\$1,504.89
Apr. 1/2023	\$1,437.23	\$1,465.50	\$1,493.64	\$1,521.78	\$1,550.04
Mar. 31/2024	\$1,444.42	\$1,472.83	\$1,501.11	\$1,529.39	\$1,557.79
CL 12					
Apr. 1/2021	\$1,401.79	\$1,428.71	\$1,455.63	\$1,482.65	\$1,518.67
Apr. 1/2022	\$1,422.82	\$1,450.14	\$1,477.46	\$1,504.89	\$1,541.45
Apr. 1/2023	\$1,465.50	\$1,493.64	\$1,521.78	\$1,550.04	\$1,587.69
Mar. 31/2024	\$1,472.83	\$1,501.11	\$1,529.39	\$1,557.79	\$1,595.63
CL 13					
Apr. 1/2021	\$1,428.71	\$1,455.63	\$1,482.65	\$1,518.67	\$1,555.14
Apr. 1/2022	\$1,450.14	\$1,477.46	\$1,504.89	\$1,541.45	\$1,578.47
Apr. 1/2023	\$1,493.64	\$1,521.78	\$1,550.04	\$1,587.69	\$1,625.82
Mar. 31/2024	\$1,501.11	\$1,529.39	\$1,557.79	\$1,595.63	\$1,633.95
CL 14					
Apr. 1/2021	\$1,455.63	\$1,482.65	\$1,518.67	\$1,555.14	\$1,602.78
Apr. 1/2022	\$1,477.46	\$1,504.89	\$1,541.45	\$1,578.47	\$1,626.82
Apr. 1/2023	\$1,521.78	\$1,550.04	\$1,587.69	\$1,625.82	\$1,675.62
Mar. 31/2024	\$1,529.39	\$1,557.79	\$1,595.63	\$1,633.95	\$1,684.00
CL 15					
Apr. 1/2021	\$1,482.65	\$1,518.67	\$1,555.14	\$1,602.78	\$1,650.37
Apr. 1/2022	\$1,504.89	\$1,541.45	\$1,578.47	\$1,626.82	\$1,675.13
Apr. 1/2023	\$1,550.04	\$1,587.69	\$1,625.82	\$1,675.62	\$1,725.38
Mar. 31/2024	\$1,557.79	\$1,595.63	\$1,633.95	\$1,684.00	\$1,734.01
CL 16					
Apr. 1/2021	\$1,518.67	\$1,555.14	\$1,602.78	\$1,650.37	\$1,698.04
Apr. 1/2022	\$1,541.45	\$1,578.47	\$1,626.82	\$1,675.13	\$1,723.51
Apr. 1/2023	\$1,587.69	\$1,625.82	\$1,675.62	\$1,725.38	\$1,775.22
Mar. 31/2024	\$1,595.63	\$1,633.95	\$1,684.00	\$1,734.01	\$1,784.10
CL 17					
Apr. 1/2021	\$1,555.14	\$1,602.78	\$1,650.37	\$1,698.04	\$1,745.63
Apr. 1/2022	\$1,578.47	\$1,626.82	\$1,675.13	\$1,723.51	\$1,771.81
Apr. 1/2023	\$1,625.82	\$1,675.62	\$1,725.38	\$1,775.22	\$1,824.96
Mar. 31/2024	\$1,633.95	\$1,684.00	\$1,734.01	\$1,784.10	\$1,834.08
CL 18					
Apr. 1/2021	\$1,602.78	\$1,650.37	\$1,698.04	\$1,745.63	\$1,793.29
Apr. 1/2022	\$1,626.82	\$1,675.13	\$1,723.51	\$1,771.81	\$1,820.19

	I	II	III	IV	V
Apr. 1/2023	\$1,675.62	\$1,725.38	\$1,775.22	\$1,824.96	\$1,874.80
Mar. 31/2024	\$1,684.00	\$1,734.01	\$1,784.10	\$1,834.08	\$1,884.17
CL 19					
Apr. 1/2021	\$1,650.37	\$1,698.04	\$1,745.63	\$1,793.29	\$1,840.92
Apr. 1/2022	\$1,675.13	\$1,723.51	\$1,771.81	\$1,820.19	\$1,868.53
Apr. 1/2023	\$1,725.38	\$1,775.22	\$1,824.96	\$1,874.80	\$1,924.59
Mar. 31/2024	\$1,734.01	\$1,784.10	\$1,834.08	\$1,884.17	\$1,934.21
CL 20					
Apr. 1/2021	\$1,698.04	\$1,745.63	\$1,793.29	\$1,840.92	\$1,888.54
Apr. 1/2022	\$1,723.51	\$1,771.81	\$1,820.19	\$1,868.53	\$1,916.87
Apr. 1/2023	\$1,775.22	\$1,824.96	\$1,874.80	\$1,924.59	\$1,974.38
Mar. 31/2024	\$1,784.10	\$1,834.08	\$1,884.17	\$1,934.21	\$1,984.25
CL 21					
Apr. 1/2021	\$1,745.63	\$1,793.29	\$1,840.92	\$1,888.54	\$1,945.84
Apr. 1/2022	\$1,771.81	\$1,820.19	\$1,868.53	\$1,916.87	\$1,975.03
Apr. 1/2023	\$1,824.96	\$1,874.80	\$1,924.59	\$1,974.38	\$2,034.28
Mar. 31/2024	\$1,834.08	\$1,884.17	\$1,934.21	\$1,984.25	\$2,044.45
CL 22					
Apr. 1/2021	\$1,840.92	\$1,888.54	\$1,945.84	\$1,988.51	\$2,036.16
Apr. 1/2022	\$1,868.53	\$1,916.87	\$1,975.03	\$2,018.34	\$2,066.70
Apr. 1/2023	\$1,924.59	\$1,974.38	\$2,034.28	\$2,078.89	\$2,128.70
Mar. 31/2024	\$1,934.21	\$1,984.25	\$2,044.45	\$2,089.28	\$2,139.34
CL 23					
Apr. 1/2021	\$1,945.84	\$1,988.51	\$2,036.16	\$2,074.98	\$2,122.72
Apr. 1/2022	\$1,975.03	\$2,018.34	\$2,066.70	\$2,106.10	\$2,154.56
Apr. 1/2023	\$2,034.28	\$2,078.89	\$2,128.70	\$2,169.28	\$2,219.20
Mar. 31/2024	\$2,044.45	\$2,089.28	\$2,139.34	\$2,180.13	\$2,230.30
CL 24					
Apr. 1/2021	\$2,036.16	\$2,074.98	\$2,122.72	\$2,170.27	\$2,217.96
Apr. 1/2022	\$2,066.70	\$2,106.10	\$2,154.56	\$2,202.82	\$2,251.23
Apr. 1/2023	\$2,128.70	\$2,169.28	\$2,219.20	\$2,268.90	\$2,318.77
Mar. 31/2024	\$2,139.34	\$2,180.13	\$2,230.30	\$2,280.24	\$2,330.36
CL 25					
Apr. 1/2021	\$2,074.98	\$2,122.72	\$2,170.27	\$2,217.96	\$2,328.77
Apr. 1/2022	\$2,106.10	\$2,154.56	\$2,202.82	\$2,251.23	\$2,363.70
Apr. 1/2023	\$2,169.28	\$2,219.20	\$2,268.90	\$2,318.77	\$2,434.61
Mar. 31/2024	\$2,180.13	\$2,230.30	\$2,280.24	\$2,330.36	\$2,446.78

## APPENDIX 2 – PROFESSIONAL BARGAINING UNIT (PR)

### (A) HEALTH SERVICES CLASSIFICATION AND PAY PLAN – NURSING SERVICES PERSONNEL (HSN)

#### ARTICLE HSN1 – HOURS OF WORK

##### HSN1.01 Hours of Work

(a) Institutional

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSN1.01(a)(2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave their work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the designated one-half (1/2) hour meal period as provided for in Article HSN1.01 (a)(3) and the entire one-half (1/2) hour meal period cannot be rescheduled during the shift, the one-half (1/2) hour meal period shall be deemed to be time worked and compensated for at the applicable overtime rates set out in Article 18. Should an employee be recalled to duty during the time provided in HSN1.01(a)(3), other than during the designated one-half (1/2) hour meal period, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 19.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from the employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.
- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week

period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.

- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee (s), in variance to the foregoing.
  - (8) Subject to the limitations of Article HSN1.04, the Employer shall provide that no employee is scheduled to work more than five (5) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee, in variance to the foregoing.
  - (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
  - (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSN1.04, shift arrangements, requested by the employee(s) in writing and approved by the Employer, in variance to the foregoing shall not constitute a violation of this provision.
  - (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
  - (12) Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
  - (13) The Employer shall provide each shift employee one (1) weekend in three (3).
  - (14) No shifts shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article HSN1.01(a)(3).
- (b) Non-Institutional
- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
  - (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSN1.04, shift arrangements requested by the

employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.

- (3) Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.
- (4) No shifts shall be split for a period longer than the regularly scheduled meal period, except as otherwise requested by the employee.
- (5) The provisions of HSN1.01(a)(7) and HSN1.01(a)(8) shall apply.

#### **HSN1.02 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

#### **HSN1.03 Flexible Working Hours**

The Deputy Head, where operational requirements and efficiency of the service permit, and within the constraints of the Articles of this Agreement, will authorize experiments with flexible working hours or the compressed work week, if the Deputy Head is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

#### **HSN1.04 Deviations from Scheduled Hours**

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

### **ARTICLE HSN2 - PAY**

#### **HSN2.01 Pay**

Employees in the HSN bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

#### **HSN2.02 Educational Premium**

- a) Post Graduate Training – 3 Months

A Staff Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid an additional:

\$17.87



per month, provided that they have utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration shall be given for the purpose of this Article.

(a) Post Graduate Training – 3 Months

A Staff Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid an additional:

\$17.87

per month, provided that they have utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration shall be given for the purpose of this Article.

(b) Post Graduate Training – 3 Months

A Staff Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid an additional:

\$17.87

per month, provided that they have utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration shall be given for the purpose of this Article.

(c) Post-Graduate Training – 6 Months

A Staff Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid an additional:

\$35.73

per month, provided that they have utilized the course within four (4) years prior to employment.

(d) Baccalaureate Degree

(1) Staff Nurse who has received a Baccalaureate Degree and has completed four (4) months'; continuous service shall be paid an additional:

\$77.41

per month.

(2) An additional:

\$35.73

per month shall be paid where an employee has received a Baccalaureate Degree and has completed four (4) months' continuous service in the following positions:

Community Health Nurse – Health

Occupational Health Nurse

(e) Masters Degree

- (1) A Staff Nurse who has received a Masters Degree and has completed four (4) months' continuous service shall be paid an additional:

\$104.80

per month.

- (2) An additional:

\$65.49

per month shall be paid where an employee listed in Article HSN2.02(c)(2) has received a Masters Degree and has completed four (4) months' continuous service.

(f) No Pyramiding of Benefits

An employee may not qualify for more than one payment under Articles HSN2.02(a), (b), (c), or (d).

(g) Discontinuance of Premium

Educational Premiums shall be discontinued where:

- (1) the employee is on leave of absence with pay or part pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.
- (2) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

(g) Employer Conducted Post-Graduate Training

An employee enrolled in post-graduate training courses, pursuant to Article HSN2.02(a) and HSN2.02(b), conducted by the Nova Scotia Hospital shall continue to receive an Educational Premium which they are in receipt of prior to the commencement of the course of study.

**HSN3.01      Uniforms and Protective Clothing**

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

**HEALTH SERVICES JOB CLASSIFICATIONS – HSN****PAY GRADE**

Care Coordinator	HSN	27
Community Health Nurse	HSN	26
Field Assessment Officer	HSN	27
Medical Examiner Coordinator	HSN	29
Occupational Health Nurse	HSN	24
Program Unit Nurse 1	HSN	26
2	HSN	28
Staff Nurse	HSN	25

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSN**  
**BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

	I	II	III	IV	V	VI
<b>HSN 20</b>						
Apr. 1/2021	\$2,084.66	\$2,139.31	\$2,203.06	\$2,275.93	\$2,357.92	\$2,448.96
Apr. 1/2022	\$2,115.93	\$2,171.40	\$2,236.11	\$2,310.07	\$2,393.29	\$2,485.69
Apr. 1/2023	\$2,179.41	\$2,236.54	\$2,303.19	\$2,379.37	\$2,465.09	\$2,560.26
Mar. 31/2024	\$2,190.31	\$2,247.72	\$2,314.71	\$2,391.27	\$2,477.42	\$2,573.06
<b>HSN 21</b>						
Apr. 1/2021	\$2,113.15	\$2,167.84	\$2,231.52	\$2,304.52	\$2,386.44	\$2,477.51
Apr. 1/2022	\$2,144.85	\$2,200.36	\$2,264.99	\$2,339.09	\$2,422.24	\$2,514.67
Apr. 1/2023	\$2,209.20	\$2,266.37	\$2,332.94	\$2,409.26	\$2,494.91	\$2,590.11
Mar. 31/2024	\$2,220.25	\$2,277.70	\$2,344.60	\$2,421.31	\$2,507.38	\$2,603.06
<b>HSN 22</b>						
Apr. 1/2021	\$2,203.36	\$2,267.05	\$2,340.04	\$2,421.93	\$2,513.09	
Apr. 1/2022	\$2,236.41	\$2,301.06	\$2,375.14	\$2,458.26	\$2,550.79	
Apr. 1/2023	\$2,303.50	\$2,370.09	\$2,446.39	\$2,532.01	\$2,627.31	
Mar. 31/2024	\$2,315.02	\$2,381.94	\$2,458.62	\$2,544.67	\$2,640.45	
<b>HSN 23</b>						
Apr. 1/2021	\$2,277.15	\$2,331.81	\$2,395.60	\$2,468.48	\$2,550.38	
Apr. 1/2022	\$2,311.31	\$2,366.79	\$2,431.53	\$2,505.51	\$2,588.64	
Apr. 1/2023	\$2,380.65	\$2,437.79	\$2,504.48	\$2,580.68	\$2,666.30	
Mar. 31/2024	\$2,392.55	\$2,449.98	\$2,517.00	\$2,593.58	\$2,679.63	
<b>HSN 24</b>						
Apr. 1/2021	\$2,277.15	\$2,331.81	\$2,395.60	\$2,468.48	\$2,550.38	\$2,641.55
Apr. 1/2022	\$2,311.31	\$2,366.79	\$2,431.53	\$2,505.51	\$2,588.64	\$2,681.17
Apr. 1/2023	\$2,380.65	\$2,437.79	\$2,504.48	\$2,580.68	\$2,666.30	\$2,761.61
Mar. 31/2024	\$2,392.55	\$2,449.98	\$2,517.00	\$2,593.58	\$2,679.63	\$2,775.42
<b>HSN 25</b>						
Apr. 1/2021	\$2,331.81	\$2,395.60	\$2,468.48	\$2,550.38	\$2,641.55	\$2,735.91
Apr. 1/2022	\$2,366.79	\$2,431.53	\$2,505.51	\$2,588.64	\$2,681.17	\$2,776.95
Apr. 1/2023	\$2,437.79	\$2,504.48	\$2,580.68	\$2,666.30	\$2,761.61	\$2,860.26
Mar. 31/2024	\$2,449.98	\$2,517.00	\$2,593.58	\$2,679.63	\$2,775.42	\$2,874.56
<b>HSN 26</b>						
Apr. 1/2021	\$2,395.60	\$2,468.48	\$2,550.38	\$2,641.55	\$2,735.91	\$2,830.59
Apr. 1/2022	\$2,431.53	\$2,505.51	\$2,588.64	\$2,681.17	\$2,776.95	\$2,873.05
Apr. 1/2023	\$2,504.48	\$2,580.68	\$2,666.30	\$2,761.61	\$2,860.26	\$2,959.24
Mar. 31/2024	\$2,517.00	\$2,593.58	\$2,679.63	\$2,775.42	\$2,874.56	\$2,974.04
<b>HSN 27</b>						
Apr. 1/2021	\$2,550.38	\$2,641.55	\$2,735.91	\$2,830.59	\$2,925.34	
Apr. 1/2022	\$2,588.64	\$2,681.17	\$2,776.95	\$2,873.05	\$2,969.22	
Apr. 1/2023	\$2,666.30	\$2,761.61	\$2,860.26	\$2,959.24	\$3,058.30	
Mar. 31/2024	\$2,679.63	\$2,775.42	\$2,874.56	\$2,974.04	\$3,073.59	

	I	II	III	IV	V	VI
HSN 28						
Apr. 1/2021	\$2,641.55	\$2,735.91	\$2,830.59	\$2,925.34	\$3,020.03	
Apr. 1/2022	\$2,681.17	\$2,776.95	\$2,873.05	\$2,969.22	\$3,065.33	
Apr. 1/2023	\$2,761.61	\$2,860.26	\$2,959.24	\$3,058.30	\$3,157.29	
Mar. 31/2024	\$2,775.42	\$2,874.56	\$2,974.04	\$3,073.59	\$3,173.08	
HSN 29						
Apr. 1/2021	\$2,735.91	\$2,830.59	\$2,925.34	\$3,020.03	\$3,114.91	\$3,218.00
Apr. 1/2022	\$2,776.95	\$2,873.05	\$2,969.22	\$3,065.33	\$3,161.63	\$3,266.27
Apr. 1/2023	\$2,860.26	\$2,959.24	\$3,058.30	\$3,157.29	\$3,256.48	\$3,364.26
Mar. 31/2024	\$2,874.56	\$2,974.04	\$3,073.59	\$3,173.08	\$3,272.76	\$3,381.08
HSN 30						
Apr. 1/2021	\$2,830.59	\$2,925.33	\$3,020.03	\$3,114.91	\$3,258.18	
Apr. 1/2022	\$2,873.05	\$2,969.21	\$3,065.33	\$3,161.63	\$3,307.05	
Apr. 1/2023	\$2,959.24	\$3,058.29	\$3,157.29	\$3,256.48	\$3,406.26	
Mar. 31/2024	\$2,974.04	\$3,073.58	\$3,173.08	\$3,272.76	\$3,423.29	
HSN 31						
Apr. 1/2021	\$2,997.53	\$3,061.29	\$3,134.17	\$3,216.11	\$3,307.27	\$3,401.55
Apr. 1/2022	\$3,042.49	\$3,107.21	\$3,181.18	\$3,264.35	\$3,356.88	\$3,452.57
Apr. 1/2023	\$3,133.76	\$3,200.43	\$3,276.62	\$3,362.28	\$3,457.59	\$3,556.15
Mar. 31/2024	\$3,149.43	\$3,216.43	\$3,293.00	\$3,379.09	\$3,474.88	\$3,573.93

## **APPENDIX 2**

### **PROFESSIONAL BARGAINING UNIT (PR)**

#### **(B) PROFESSIONAL CLASSIFICATION AND PAY PLAN (PR)**

##### **ARTICLE P1 – HOURS OF WORK**

###### **P1.01 Hours of Work**

Employees shall be required to work thirty-five (35) hours per week exclusive of meal breaks, except as provided in Article P3. Subject to operational requirements and efficiency of the service, as determined by the Deputy Head or delegated official daily hours of work may be flexible.

###### **P1.02 Resident Engineers – Public Works**

- (a) The normal work week for Resident Engineers, Department of Public Works, shall be forty (40) hours per week, exclusive of meal breaks.
- (b) The employees covered by P1.03(a) shall be entitled to five (5) additional days leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.03.

###### **P1.03 Posting of Shift Schedules**

Where necessary, the Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s) or in the event of an emergency.

###### **P1.04 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

###### **P1.05 Rest Periods**

Where operational requirements permit, employees shall be entitled to two (2) rest periods per shift day, totaling not more than thirty (30) minutes.

##### **ARTICLE P2 – PAY**

###### **P2.01 Pay**

Employees in the professional bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

## ARTICLE P3 – YOUTH WORKERS – YOUNG OFFENDERS

### P3.01 Youth Workers – Young Offenders

(a) The hours of work for the Youth Worker – Young Offenders classification shall be thirty-seven and one-half (37 ½) hours per week. Where, because of the operational requirements of the service, hours of work for employees are scheduled on a rotating basis, the employees shall work an average of seventy-five (75) hours bi-weekly, exclusive of meal breaks. Employees scheduled to work twelve (12) hour shifts are entitled to three (3) paid rest periods per shift, totaling not more than forty-five (45) minutes.

(b) Youth Workers – Young Offenders, will be entitled to the following overtime provisions:

(i) “overtime” means authorized work in excess of the employee’s regular work day or regular work week and all time worked in excess of seventy-five (75) hours bi-weekly.

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

$$\frac{\text{biweekly rate}}{75} \times 1.5$$

75

“double time” means two (2) times the straight time rate calculated by the formula:

$$\frac{\text{biweekly rate}}{75} \times 2$$

75

(ii) An employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked.

(iii) An employee who is required to work overtime on their first scheduled day of rest shall be paid at the overtime rate as provided in (b) (ii) above.

(iv) An employee who is required to work overtime on their second or subsequent day of rest is entitled to compensation at double time (2T) for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.



- (v) Where an employee is required to work overtime on a paid holiday, as defined in Article 22.01, they will receive compensation equal to three (3) times their regular rate as follows:
  - (1) compensation at two (2) times their regular rate, including the holiday pay, for the hours worked on the holiday; and
  - (2) 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 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 (ii) above, compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

- (vi) 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.
- (vii) 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.
- (viii) Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid. Where operational requirements permit, the Deputy Head may authorize an extension of the time limits provided herein.
- (ix) An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

**JOB CLASSIFICATIONS – PR****PAY GRADE**

Adult Protection Worker			PR	16
Agrologist	1	(A)	PR	6
		(B)	PR	8
	2	(A)	PR	10
		(B)	PR	12
(Restricted)	3		PR	14
Architect	1	(A)	PR	8
		(B)	PR	9
	2	(A)	PR	13
		(B)	PR	15
(Restricted)	3		PR	18
Biologist	1	(A)	PR	5
		(B)	PR	7
	2	(A)	PR	10
		(B)	PR	12
(Restricted)	3		PR	15
Biologist Regional Services, IRM Specialist (Forestry and Lands)				
(Restricted)			PR	15
Care Coordinator (Community Services)			PR	14
Caseworker	1	(A)	PR	4
		(B)	PR	6
	2	(A)	PR	8
		(B)	PR	11
(Restricted)	3	(A)	PR	11
		(B)	PR	14

**JOB CLASSIFICATIONS – PR****PAY GRADE**

(Restricted)	4	(A)	PR	16
Clinical Therapist	1		PR	12
	2		PR	15
Computer Services Officer				
	1	(A)	PR	1
		(B)	PR	4
	2	(A)	PR	7
		(B)	PR	9
		(C)	PR	11
(Restricted)	3		PR	14
(Restricted)	4		PR	17
Dietitian	1		PR	7
	2	(A)	PR	10
		(B)	PR	12
Economist	1		PR	10
	2		PR	13
(Restricted)	3		PR	15
Education Officer	1		PR	16
(Restricted)	2		PR	18
(Restricted)	3		PR	20
Emergency Management Planning Officer			PR	15
Epidemiologist	1		PR	15
(Restricted)	2		PR	17
(Restricted)	3		PR	20

<b>JOB CLASSIFICATIONS – PR</b>			<b>PAY GRADE</b>	
Engineer	1		PR	8
	2		PR	9
	3		PR	15
(Restricted)	4		PR	18
Environmental Analyst				
	1	(A)	PR	10
		(B)	PR	12
	2		PR	15
Fisheries Officer	1	(A)	PR	6
		(B)	PR	8
	2	(A)	PR	10
	2	(B)	PR	12
(Restricted)	3		PR	14
Forester	1	(A)	PR	7
		(B)	PR	9
	2	(A)	PR	10
		(B)	PR	12
Forester				
(Restricted)	3		PR	15
(Restricted)	4		PR	17
Forester Regional Services, IRM Specialist (Forestry and Lands)				
(Restricted)			PR	15
Geologist	1		PR	7
	2		PR	12
(Restricted)	3		PR	15

**JOB CLASSIFICATIONS – PR****PAY GRADE**

(Restricted)	4		PR	18	
Geologist Regional Services, IRM Specialist (Forestry and Lands)					
(Restricted)			PR	15	
GIS Officer	1	(A)	PR	1	
		(B)	PR	4	
	2	(A)	PR	6	
		(B)	PR	8	
		(C)	PR	10	
	(Restricted)	3		PR	13
	(Restricted)	4		PR	15
Health Care Worker	1	(A)	PR	1	
		(B)	PR	4	
	2		PR	6	
Health Care Social Worker					
	1	(A)	PR	6	
		(B)	PR	9	
	2	(A)	PR	10	
		(B)	PR	12	
(Restricted)	3		PR	14	
Historical/Archival/Cultural Services Officer					
	1		PR	6	
(Restricted)	2		PR	10	
(Restricted)	3		PR	13	
(Restricted)	4		PR	17	

**JOB CLASSIFICATIONS – PR****PAY GRADE**

Home Economist	1		PR	5
	2	(A)	PR	8
		(B)	PR	10
Human Rights Officer				
	1	(A)	PR	4
		(B)	PR	6
	2	(A)	PR	8
		(B)	PR	10
	3		PR	14
Senior Human Rights Officer			PR	16
		(Restricted)		
Hydrogeologist	1	(A)	PR	7
		(B)	PR	10
	2	(A)	PR	12
		(B)	PR	15
		(Restricted)	PR	17
Hydrogeologist, Regional (Dept. of Environment)				
	1	(A)	PR	7
		(B)	PR	10
	2	(A)	PR	12
		(C)	PR	16
Instructor Adult Education				
	1	(A)	PR	5
		(B)	PR	7
	2		PR	13

JOB CLASSIFICATIONS – PR			PAY GRADE	
	3		PR	16
	4		PR	17
Intern	Year 1		PR	6(II)
	Year 2		PR	6(III)
Labour Standards Officer				
	1		PR	9
	2		PR	11
(Restricted)	3		PR	15
Librarian	1		PR	7
(Restricted)	2		PR	12
(Restricted)	3		PR	13
(Restricted)	4		PR	15
Loan Officer	1		PR	8
	2		PR	13
(Restricted)	3		PR	15
Occupational Hygienist				
	1		PR	15
	2		PR	18
Pharmacist	1	(A)	PR	10
		(B)	PR	12
(Restricted)	2		PR	14
Planner	1	(A)	PR	8
		(B)	PR	10
	2		PR	14
(Restricted)	3		PR	17

**JOB CLASSIFICATIONS – PR****PAY GRADE**

## Planning &amp; Development Officer

	1	(A)	PR	5
		(B)	PR	9
	2	(A)	PR	11
		(B)	PR	13
(Restricted)	3		PR	17
Probation Officer	1		PR	6
	2	(A)	PR	8
		(B)	PR	11
	3		PR	13
(Restricted)	4		PR	15
(Restricted)	5		PR	17

## Program Admin Officer

	1		PR	6
	2		PR	10
(Restricted)	3		PR	13
(Restricted)	4		PR	17

## Psychological Services Officer

	1	(A)	PR	4
		(B)	PR	7
(Restricted)	2	(A)	PR	9
		(B)	PR	11
(Restricted)	3		PR	14

## (PhD Candidate Registered)



JOB CLASSIFICATIONS – PR			PAY GRADE	
	4	(A)	PR	16
(PhD Registered)		(B)	PR	20
Public Health Officer	1		PR	8
	2	(A)	PR	11
		(B)	PR	14
Public Info Officer	1		PR	5
	2		PR	8
(Restricted)	3		PR	13
(Restricted)	4		PR	16
Records Analyst	1		PR	5
(Restricted)	2		PR	8
Research & Stat Officer	1	(A)	PR	4
		(B)	PR	7
(Restricted)	2		PR	10
(Restricted)	3		PR	13
(Restricted)	4		PR	15
Residential Tenancies Officer			PR	14
Senior Residential Tenancies Officer			PR	15
(Restricted)				
Resource Specialist			PR	15
Social Development & Rehabilitation Officer				
	1		PR	6
	2	(A)	PR	8
		(B)	PR	11
Social Worker	1	(A)	PR	9

**JOB CLASSIFICATIONS – PR****PAY GRADE**

		(B)	PR	12
	2		PR	15
(Restricted)	3		PR	17
Surveyor	1	(A)	PR	7
		(B)	PR	9
	2	(A)	PR	11
		(B)	PR	13
(Restricted)	3		PR	15
Teacher Academic	1		PR	4
	2	(A)	PR	4
	2	(B)	PR	7
	3	(A)	PR	7
	3	(B)	PR	13
	4	(A)	PR	11
	4	(B)	PR	16
(Restricted)	5	(A)	PR	12
	5	(B)	PR	17
Young Offender Program Administrator				
	1		PR	6
	2		PR	8
	3		PR	10
	4		PR	13
Youth Worker	1		PR	4
	2		PR	6
	3		PR	8

**JOB CLASSIFICATIONS – PR****PAY GRADE**

	4		PR	11
Veterinarian	1		PR	14
	2	(A)	PR	16
		(B)	PR	19
Victim Services Officer	1		PR	11
(Restricted)	2		PR	14
Victim Services Officer			PR	12

**PROFESSIONAL CLASSIFICATION AND PAY PLAN - PR****BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III	IV	V	VI
PR 01						
Apr. 1/2021	\$1,510.68	\$1,569.79	\$1,629.01	\$1,688.20	\$1,755.98	\$1,832.10
Apr. 1/2022	\$1,533.34	\$1,593.34	\$1,653.45	\$1,713.52	\$1,782.32	\$1,859.58
Apr. 1/2023	\$1,579.34	\$1,641.14	\$1,703.05	\$1,764.93	\$1,835.79	\$1,915.37
Mar. 31/2024	\$1,587.24	\$1,649.35	\$1,711.57	\$1,773.75	\$1,844.97	\$1,924.95
PR 02						
Apr. 1/2021	\$1,569.79	\$1,629.01	\$1,688.20	\$1,755.98	\$1,832.10	\$1,908.26
Apr. 1/2022	\$1,593.34	\$1,653.45	\$1,713.52	\$1,782.32	\$1,859.58	\$1,936.88
Apr. 1/2023	\$1,641.14	\$1,703.05	\$1,764.93	\$1,835.79	\$1,915.37	\$1,994.99
Mar. 31/2024	\$1,649.35	\$1,711.57	\$1,773.75	\$1,844.97	\$1,924.95	\$2,004.96
PR 03						
Apr. 1/2021	\$1,629.01	\$1,688.20	\$1,755.98	\$1,832.10	\$1,908.26	\$1,984.42
Apr. 1/2022	\$1,653.45	\$1,713.52	\$1,782.32	\$1,859.58	\$1,936.88	\$2,014.19
Apr. 1/2023	\$1,703.05	\$1,764.93	\$1,835.79	\$1,915.37	\$1,994.99	\$2,074.62
Mar. 31/2024	\$1,711.57	\$1,773.75	\$1,844.97	\$1,924.95	\$2,004.96	\$2,084.99
PR 04						
Apr. 1/2021	\$1,688.20	\$1,755.98	\$1,832.10	\$1,908.26	\$1,984.42	\$2,068.93
Apr. 1/2022	\$1,713.52	\$1,782.32	\$1,859.58	\$1,936.88	\$2,014.19	\$2,099.96
Apr. 1/2023	\$1,764.93	\$1,835.79	\$1,915.37	\$1,994.99	\$2,074.62	\$2,162.96
Mar. 31/2024	\$1,773.75	\$1,844.97	\$1,924.95	\$2,004.96	\$2,084.99	\$2,173.77
PR 05						
Apr. 1/2021	\$1,755.98	\$1,832.10	\$1,908.26	\$1,984.42	\$2,068.93	\$2,153.60
Apr. 1/2022	\$1,782.32	\$1,859.58	\$1,936.88	\$2,014.19	\$2,099.96	\$2,185.90
Apr. 1/2023	\$1,835.79	\$1,915.37	\$1,994.99	\$2,074.62	\$2,162.96	\$2,251.48
Mar. 31/2024	\$1,844.97	\$1,924.95	\$2,004.96	\$2,084.99	\$2,173.77	\$2,262.74
PR 06						
Apr. 1/2021	\$1,832.10	\$1,908.26	\$1,984.42	\$2,068.93	\$2,153.60	\$2,246.61
Apr. 1/2022	\$1,859.58	\$1,936.88	\$2,014.19	\$2,099.96	\$2,185.90	\$2,280.31
Apr. 1/2023	\$1,915.37	\$1,994.99	\$2,074.62	\$2,162.96	\$2,251.48	\$2,348.72
Mar. 31/2024	\$1,924.95	\$2,004.96	\$2,084.99	\$2,173.77	\$2,262.74	\$2,360.46
PR 07						
Apr. 1/2021	\$1,908.26	\$1,984.42	\$2,068.93	\$2,153.60	\$2,246.61	\$2,339.67
Apr. 1/2022	\$1,936.88	\$2,014.19	\$2,099.96	\$2,185.90	\$2,280.31	\$2,374.77
Apr. 1/2023	\$1,994.99	\$2,074.62	\$2,162.96	\$2,251.48	\$2,348.72	\$2,446.01
Mar. 31/2024	\$2,004.96	\$2,084.99	\$2,173.77	\$2,262.74	\$2,360.46	\$2,458.24
PR 08						
Apr. 1/2021	\$1,984.42	\$2,068.93	\$2,153.60	\$2,246.61	\$2,339.67	\$2,432.81
Apr. 1/2022	\$2,014.19	\$2,099.96	\$2,185.90	\$2,280.31	\$2,374.77	\$2,469.30
Apr. 1/2023	\$2,074.62	\$2,162.96	\$2,251.48	\$2,348.72	\$2,446.01	\$2,543.38
Mar. 31/2024	\$2,084.99	\$2,173.77	\$2,262.74	\$2,360.46	\$2,458.24	\$2,556.10

	I	II	III	IV	V	VI
PR 09						
Apr. 1/2021	\$2,068.93	\$2,153.60	\$2,246.61	\$2,339.67	\$2,432.81	\$2,525.85
Apr. 1/2022	\$2,099.96	\$2,185.90	\$2,280.31	\$2,374.77	\$2,469.30	\$2,563.74
Apr. 1/2023	\$2,162.96	\$2,251.48	\$2,348.72	\$2,446.01	\$2,543.38	\$2,640.65
Mar. 31/2024	\$2,173.77	\$2,262.74	\$2,360.46	\$2,458.24	\$2,556.10	\$2,653.85
PR 10						
Apr. 1/2021	\$2,153.60	\$2,246.61	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28
Apr. 1/2022	\$2,185.90	\$2,280.31	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69
Apr. 1/2023	\$2,251.48	\$2,348.72	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69
Mar. 31/2024	\$2,262.74	\$2,360.46	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42
PR 11						
Apr. 1/2021	\$2,246.61	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83
Apr. 1/2022	\$2,280.31	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76
Apr. 1/2023	\$2,348.72	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85
Mar. 31/2024	\$2,360.46	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11
PR 12						
Apr. 1/2021	\$2,339.67	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83	\$2,838.81
Apr. 1/2022	\$2,374.77	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76	\$2,881.39
Apr. 1/2023	\$2,446.01	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85	\$2,967.83
Mar. 31/2024	\$2,458.24	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11	\$2,982.67
PR 13						
Apr. 1/2021	\$2,432.81	\$2,525.85	\$2,627.28	\$2,728.83	\$2,838.81	\$2,957.29
Apr. 1/2022	\$2,469.30	\$2,563.74	\$2,666.69	\$2,769.76	\$2,881.39	\$3,001.65
Apr. 1/2023	\$2,543.38	\$2,640.65	\$2,746.69	\$2,852.85	\$2,967.83	\$3,091.70
Mar. 31/2024	\$2,556.10	\$2,653.85	\$2,760.42	\$2,867.11	\$2,982.67	\$3,107.16
PR 14						
Apr. 1/2021	\$2,525.85	\$2,627.28	\$2,728.83	\$2,838.81	\$2,957.29	\$3,075.70
Apr. 1/2022	\$2,563.74	\$2,666.69	\$2,769.76	\$2,881.39	\$3,001.65	\$3,121.84
Apr. 1/2023	\$2,640.65	\$2,746.69	\$2,852.85	\$2,967.83	\$3,091.70	\$3,215.50
Mar. 31/2024	\$2,653.85	\$2,760.42	\$2,867.11	\$2,982.67	\$3,107.16	\$3,231.58
PR 15						
Apr. 1/2021	\$2,627.28	\$2,728.83	\$2,838.81	\$2,957.29	\$3,075.70	\$3,202.60
Apr. 1/2022	\$2,666.69	\$2,769.76	\$2,881.39	\$3,001.65	\$3,121.84	\$3,250.64
Apr. 1/2023	\$2,746.69	\$2,852.85	\$2,967.83	\$3,091.70	\$3,215.50	\$3,348.16
Mar. 31/2024	\$2,760.42	\$2,867.11	\$2,982.67	\$3,107.16	\$3,231.58	\$3,364.90
PR 16						
Apr. 1/2021	\$2,728.83	\$2,838.81	\$2,957.29	\$3,075.70	\$3,202.60	\$3,337.92
Apr. 1/2022	\$2,769.76	\$2,881.39	\$3,001.65	\$3,121.84	\$3,250.64	\$3,387.99
Apr. 1/2023	\$2,852.85	\$2,967.83	\$3,091.70	\$3,215.50	\$3,348.16	\$3,489.63
Mar. 31/2024	\$2,867.11	\$2,982.67	\$3,107.16	\$3,231.58	\$3,364.90	\$3,507.08
PR 17						
Apr. 1/2021	\$2,957.29	\$3,075.70	\$3,202.60	\$3,337.92	\$3,473.31	
Apr. 1/2022	\$3,001.65	\$3,121.84	\$3,250.64	\$3,387.99	\$3,525.41	

	I	II	III	IV	V	VI
Apr. 1/2023	\$3,091.70	\$3,215.50	\$3,348.16	\$3,489.63	\$3,631.17	
Mar. 31/2024	\$3,107.16	\$3,231.58	\$3,364.90	\$3,507.08	\$3,649.33	
PR 18						
Apr. 1/2021	\$3,075.70	\$3,202.60	\$3,337.92	\$3,473.31	\$3,617.11	
Apr. 1/2022	\$3,121.84	\$3,250.64	\$3,387.99	\$3,525.41	\$3,671.37	
Apr. 1/2023	\$3,215.50	\$3,348.16	\$3,489.63	\$3,631.17	\$3,781.51	
Mar. 31/2024	\$3,231.58	\$3,364.90	\$3,507.08	\$3,649.33	\$3,800.42	
PR 19						
Apr. 1/2021	\$3,202.60	\$3,337.92	\$3,473.31	\$3,617.11	\$3,769.45	
Apr. 1/2022	\$3,250.64	\$3,387.99	\$3,525.41	\$3,671.37	\$3,825.99	
Apr. 1/2023	\$3,348.16	\$3,489.63	\$3,631.17	\$3,781.51	\$3,940.77	
Mar. 31/2024	\$3,364.90	\$3,507.08	\$3,649.33	\$3,800.42	\$3,960.47	
PR 20						
Apr. 1/2021	\$3,337.92	\$3,473.31	\$3,617.11	\$3,769.45	\$3,930.13	
Apr. 1/2022	\$3,387.99	\$3,525.41	\$3,671.37	\$3,825.99	\$3,989.08	
Apr. 1/2023	\$3,489.63	\$3,631.17	\$3,781.51	\$3,940.77	\$4,108.75	
Mar. 31/2024	\$3,507.08	\$3,649.33	\$3,800.42	\$3,960.47	\$4,129.29	

## **APPENDIX 3 - TECHNICAL AND SERVICE BARGAINING UNIT (TS)**

### **(A) ADULT CUSTODY CLASSIFICATION AND PAY PLAN (ACC)**

#### **ARTICLE ACC1 HOURS OF WORK**

##### **ACC1.01 Hours of Work**

The normal work week shall be forty (40) hours per week inclusive of meal breaks. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of eighty (80) hours, inclusive of meal breaks, on a fortnightly basis.

##### **ACC1.02 Variance in Hours**

The Employer may vary the scheduled hours and days of work in a position, the duties and nature of which require varied hours and days of work.

##### **ACC1.03 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article ACC 1.07.

##### **ACC1.04 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

##### **ACC1.05 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

##### **ACC1.06 Work Schedules**

The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude

shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

#### **ACC1.07 No Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period.

#### **ACC1.08 Rotation of Shifts**

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

#### **ACC1.09 Rest Periods**

Employees scheduled to work eight (8) hour shifts shall be entitled to two (2) rest periods per shift totaling not more than thirty (30) minutes.

Employees scheduled to work twelve (12) hour shifts shall be entitled to three (3) rest periods per shift totaling not more than forty-five (45) minutes.

### **ARTICLE ACC2 PAY**

#### **ACC2.01 Pay**

Employees in the Adult Custody bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.



**JOB CLASSIFICATION – ACC****PAY****GRADE**

Cook's Helper

ACC

1

Sentence Administrator

ACC

2

Materials Management Technician

ACC

2

Cook

ACC

3

Correctional Officer

ACC

4

Kitchen Supervisor

ACC

5

Case Management Officer

ACC

6

Security Risk Management Officer

ACC

7

**ADULT CUSTODY CLASSIFICATION AND PAY PLAN - ACC****BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III	IV	V	VI
ACC 01						
Apr. 1/2021	\$1,577.95	\$1,613.24	\$1,648.55			
Apr. 1/2022	\$1,601.62	\$1,637.44	\$1,673.28			
Apr. 1/2023	\$1,649.67	\$1,686.56	\$1,723.48			
Mar. 31/2024	\$1,657.92	\$1,694.99	\$1,732.10			
ACC 02						
Apr. 1/2021	\$1,774.34	\$1,843.08	\$1,923.35	\$2,003.51	\$2,083.72	
Apr. 1/2022	\$1,800.96	\$1,870.73	\$1,952.20	\$2,033.56	\$2,114.98	
Apr. 1/2023	\$1,854.99	\$1,926.85	\$2,010.77	\$2,094.57	\$2,178.43	
Mar. 31/2024	\$1,864.26	\$1,936.48	\$2,020.82	\$2,105.04	\$2,189.32	
ACC 03						
Apr. 1/2021	\$1,885.78	\$1,964.36	\$2,043.01	\$2,121.76	\$2,211.58	
Apr. 1/2022	\$1,914.07	\$1,993.83	\$2,073.66	\$2,153.59	\$2,244.75	
Apr. 1/2023	\$1,971.49	\$2,053.64	\$2,135.87	\$2,218.20	\$2,312.09	
Mar. 31/2024	\$1,981.35	\$2,063.91	\$2,146.55	\$2,229.29	\$2,323.65	
ACC 04						
Apr. 1/2021	\$2,072.70	\$2,160.99	\$2,249.41	\$2,346.58	\$2,443.74	\$2,541.02
Apr. 1/2022	\$2,103.79	\$2,193.40	\$2,283.15	\$2,381.78	\$2,480.40	\$2,579.14
Apr. 1/2023	\$2,166.90	\$2,259.20	\$2,351.64	\$2,453.23	\$2,554.81	\$2,656.51
Mar. 31/2024	\$2,177.73	\$2,270.50	\$2,363.40	\$2,465.50	\$2,567.58	\$2,669.79
ACC 05						
Apr. 1/2021	\$2,401.12	\$2,470.73	\$2,543.58			
Apr. 1/2022	\$2,437.14	\$2,507.79	\$2,581.73			
Apr. 1/2023	\$2,510.25	\$2,583.02	\$2,659.18			
Mar. 31/2024	\$2,522.80	\$2,595.94	\$2,672.48			
ACC 06						
Apr. 1/2021	\$2,161.02	\$2,249.41	\$2,346.58	\$2,443.74	\$2,541.02	\$2,638.27
Apr. 1/2022	\$2,193.44	\$2,283.15	\$2,381.78	\$2,480.40	\$2,579.14	\$2,677.84
Apr. 1/2023	\$2,259.24	\$2,351.64	\$2,453.23	\$2,554.81	\$2,656.51	\$2,758.18
Mar. 31/2024	\$2,270.54	\$2,363.40	\$2,465.50	\$2,567.58	\$2,669.79	\$2,771.97
ACC 07						
Apr. 1/2021	\$2,356.02	\$2,451.74	\$2,559.56	\$2,667.18	\$2,774.94	
Apr. 1/2022	\$2,391.36	\$2,488.52	\$2,597.95	\$2,707.19	\$2,816.56	
Apr. 1/2023	\$2,463.10	\$2,563.18	\$2,675.89	\$2,788.41	\$2,901.06	
Mar. 31/2024	\$2,475.42	\$2,576.00	\$2,689.27	\$2,802.35	\$2,915.57	

## **APPENDIX 3**

### **TECHNICAL AND SERVICE BARGAINING UNIT (TS)**

#### **(B) HEALTH SERVICES CLASSIFICATION AND PAY PLAN (HSA)**

##### **ARTICLE HSA1 – HOURS OF WORK**

###### **HSA1.01 Hours of Work**

###### **(a) Institutional Hours**

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which, in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSA1.01(a) (2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave their work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the time provided in HSA1.01(a)(3) and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered overtime and compensated for in accordance with the provisions of Article 19.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.
- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two-week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employees, in variance to the foregoing.

- (8) Subject to the limitations of Article HSA1.04, the Employer shall provide that no employee should be scheduled to work more than five (5) consecutive night shifts in a two-week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee in variance to the foregoing.
  - (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
  - (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSA1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer in variance to the foregoing shall not constitute a violation of this provision.
  - (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
  - (12) Employees required to work rotating shifts (day, evening, and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
  - (13) The Employer shall provide each shift employee one (1) weekend in three (3).
- (b) Non-Institutional Hours
- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
  - (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSA 1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.
  - (3) Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.
  - (4) The provisions of HSA1.01(a)(7) and HSA1.01(a)(8) shall apply.

**HSA1.02 No Guarantee of Hours**

An employee’s scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

**HSA1.03 Flexible Working Hours**

The Deputy Head, where operational requirements and efficiency of the service permit, and within the constraints of the Articles of this Agreement, will authorize experiments with flexible working hours or the compressed work week, if the Deputy Head is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

**HSA1.04 Deviations from Scheduled Hours**

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

**HSA1.05 No Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period.

**ARTICLE HSA2 – PAY**

**HSA2.01 Pay**

Employees in the HSA bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

**ARTICLE HSA3 – UNIFORMS AND PROTECTIVE CLOTHING**

**HSA3.01 Uniforms and Protective Clothing**

Where conditions of employment are such that an employee’s clothing may be unreasonably soiled or where the employee’s clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

**HEALTH SERVICES JOB CLASSIFICATIONS – HSA**

**PAY GRADE**

Licensed Practical Nurse

HSA 15

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN – HSA**

**BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

	I	II	III	IV	V	VI
<b>HSA 02</b>						
Apr. 1/2021	\$1,241.32	\$1,264.51	\$1,287.62	\$1,311.06	\$1,334.38	
Apr. 1/2022	\$1,259.94	\$1,283.48	\$1,306.93	\$1,330.73	\$1,354.40	
Apr. 1/2023	\$1,297.74	\$1,321.98	\$1,346.14	\$1,370.65	\$1,395.03	
Mar. 31/2024	\$1,304.23	\$1,328.59	\$1,352.87	\$1,377.50	\$1,402.01	
<b>HSA 03</b>						
Apr. 1/2021	\$1,317.66	\$1,340.02	\$1,362.63	\$1,385.15	\$1,418.90	
Apr. 1/2022	\$1,337.42	\$1,360.12	\$1,383.07	\$1,405.93	\$1,440.18	
Apr. 1/2023	\$1,377.54	\$1,400.92	\$1,424.56	\$1,448.11	\$1,483.39	
Mar. 31/2024	\$1,384.43	\$1,407.92	\$1,431.68	\$1,455.35	\$1,490.81	
<b>HSA 04</b>						
Apr. 1/2021	\$1,241.32	\$1,281.96	\$1,324.28	\$1,368.31	\$1,414.12	\$1,462.36
Apr. 1/2022	\$1,259.94	\$1,301.19	\$1,344.14	\$1,388.83	\$1,435.33	\$1,484.30
Apr. 1/2023	\$1,297.74	\$1,340.23	\$1,384.46	\$1,430.49	\$1,478.39	\$1,528.83
Mar. 31/2024	\$1,304.23	\$1,346.93	\$1,391.38	\$1,437.64	\$1,485.78	\$1,536.47
<b>HSA 05</b>						
Apr. 1/2021	\$1,276.21	\$1,317.18	\$1,359.88	\$1,404.23	\$1,450.46	\$1,497.23
Apr. 1/2022	\$1,295.35	\$1,336.94	\$1,380.28	\$1,425.29	\$1,472.22	\$1,519.69
Apr. 1/2023	\$1,334.21	\$1,377.05	\$1,421.69	\$1,468.05	\$1,516.39	\$1,565.28
Mar. 31/2024	\$1,340.88	\$1,383.94	\$1,428.80	\$1,475.39	\$1,523.97	\$1,573.11
<b>HSA 06</b>						
Apr. 1/2021	\$1,357.65	\$1,394.79	\$1,433.12	\$1,472.75	\$1,513.72	\$1,555.42
Apr. 1/2022	\$1,378.01	\$1,415.71	\$1,454.62	\$1,494.84	\$1,536.43	\$1,578.75
Apr. 1/2023	\$1,419.35	\$1,458.18	\$1,498.26	\$1,539.69	\$1,582.52	\$1,626.11
Mar. 31/2024	\$1,426.45	\$1,465.47	\$1,505.75	\$1,547.39	\$1,590.43	\$1,634.24
<b>HSA 07</b>						
Apr. 1/2021	\$1,366.56	\$1,413.49	\$1,462.34	\$1,513.25	\$1,566.25	\$1,622.61
Apr. 1/2022	\$1,387.06	\$1,434.69	\$1,484.28	\$1,535.95	\$1,589.74	\$1,646.95
Apr. 1/2023	\$1,428.67	\$1,477.73	\$1,528.81	\$1,582.03	\$1,637.43	\$1,696.36
Mar. 31/2024	\$1,435.81	\$1,485.12	\$1,536.45	\$1,589.94	\$1,645.62	\$1,704.84
<b>HSA 08</b>						
Apr. 1/2021	\$1,380.83	\$1,427.79	\$1,476.58	\$1,527.55	\$1,580.55	\$1,636.91
Apr. 1/2022	\$1,401.54	\$1,449.21	\$1,498.73	\$1,550.46	\$1,604.26	\$1,661.46
Apr. 1/2023	\$1,443.59	\$1,492.69	\$1,543.69	\$1,596.97	\$1,652.39	\$1,711.30
Mar. 31/2024	\$1,450.81	\$1,500.15	\$1,551.41	\$1,604.95	\$1,660.65	\$1,719.86
<b>HSA 09</b>						
Apr. 1/2021	\$1,401.66	\$1,450.62	\$1,501.61	\$1,554.84	\$1,610.19	\$1,669.28
Apr. 1/2022	\$1,422.68	\$1,472.38	\$1,524.13	\$1,578.16	\$1,634.34	\$1,694.32
Apr. 1/2023	\$1,465.36	\$1,516.55	\$1,569.85	\$1,625.50	\$1,683.37	\$1,745.15
Mar. 31/2024	\$1,472.69	\$1,524.13	\$1,577.70	\$1,633.63	\$1,691.79	\$1,753.88

	I	II	III	IV	V	VI
HSA 10						
Apr. 1/2021	\$1,415.91	\$1,464.88	\$1,515.90	\$1,569.07	\$1,624.49	\$1,683.56
Apr. 1/2022	\$1,437.15	\$1,486.85	\$1,538.64	\$1,592.61	\$1,648.86	\$1,708.81
Apr. 1/2023	\$1,480.26	\$1,531.46	\$1,584.80	\$1,640.39	\$1,698.33	\$1,760.07
Mar. 31/2024	\$1,487.66	\$1,539.12	\$1,592.72	\$1,648.59	\$1,706.82	\$1,768.87
HSA 11						
Apr. 1/2021	\$1,450.82	\$1,494.10	\$1,538.78	\$1,585.23	\$1,633.28	\$1,683.56
Apr. 1/2022	\$1,472.58	\$1,516.51	\$1,561.86	\$1,609.01	\$1,657.78	\$1,708.81
Apr. 1/2023	\$1,516.76	\$1,562.01	\$1,608.72	\$1,657.28	\$1,707.51	\$1,760.07
Mar. 31/2024	\$1,524.34	\$1,569.82	\$1,616.76	\$1,665.57	\$1,716.05	\$1,768.87
HSA 12						
Apr. 1/2021	\$1,415.91	\$1,474.77	\$1,536.59	\$1,601.62	\$1,669.87	\$1,740.40
Apr. 1/2022	\$1,437.15	\$1,496.89	\$1,559.64	\$1,625.64	\$1,694.92	\$1,766.51
Apr. 1/2023	\$1,480.26	\$1,541.80	\$1,606.43	\$1,674.41	\$1,745.77	\$1,819.51
Mar. 31/2024	\$1,487.66	\$1,549.51	\$1,614.46	\$1,682.78	\$1,754.50	\$1,828.61
HSA 13						
Apr. 1/2021	\$1,555.42	\$1,590.54	\$1,636.91	\$1,683.56	\$1,740.40	
Apr. 1/2022	\$1,578.75	\$1,614.40	\$1,661.46	\$1,708.81	\$1,766.51	
Apr. 1/2023	\$1,626.11	\$1,662.83	\$1,711.30	\$1,760.07	\$1,819.51	
Mar. 31/2024	\$1,634.24	\$1,671.14	\$1,719.86	\$1,768.87	\$1,828.61	
HSA 14						
Apr. 1/2021	\$1,590.54	\$1,636.91	\$1,683.56	\$1,740.40	\$1,783.56	
Apr. 1/2022	\$1,614.40	\$1,661.46	\$1,708.81	\$1,766.51	\$1,810.31	
Apr. 1/2023	\$1,662.83	\$1,711.30	\$1,760.07	\$1,819.51	\$1,864.62	
Mar. 31/2024	\$1,671.14	\$1,719.86	\$1,768.87	\$1,828.61	\$1,873.94	
HSA 15						
Apr. 1/2021	\$1,683.56	\$1,740.40	\$1,783.56	\$1,833.88	\$1,891.43	
Apr. 1/2022	\$1,708.81	\$1,766.51	\$1,810.31	\$1,861.39	\$1,919.80	
Apr. 1/2023	\$1,760.07	\$1,819.51	\$1,864.62	\$1,917.23	\$1,977.39	
Mar. 31/2024	\$1,768.87	\$1,828.61	\$1,873.94	\$1,926.82	\$1,987.28	
HSA 16						
Apr. 1/2021	\$1,740.40	\$1,783.56	\$1,833.88	\$1,891.43	\$1,976.91	
Apr. 1/2022	\$1,766.51	\$1,810.31	\$1,861.39	\$1,919.80	\$2,006.56	
Apr. 1/2023	\$1,819.51	\$1,864.62	\$1,917.23	\$1,977.39	\$2,066.76	
Mar. 31/2024	\$1,828.61	\$1,873.94	\$1,926.82	\$1,987.28	\$2,077.09	
HSA 17						
Apr. 1/2021	\$1,783.56	\$1,833.88	\$1,891.43	\$1,976.91	\$2,066.76	
Apr. 1/2022	\$1,810.31	\$1,861.39	\$1,919.80	\$2,006.56	\$2,097.76	
Apr. 1/2023	\$1,864.62	\$1,917.23	\$1,977.39	\$2,066.76	\$2,160.69	
Mar. 31/2024	\$1,873.94	\$1,926.82	\$1,987.28	\$2,077.09	\$2,171.49	

**APPENDIX 3 TECHNICAL AND SERVICES BARGAINING UNIT (TS)  
(C) HEALTH SERVICES AND CLASSIFICATION PAY PLAN - (HSB)**

**ARTICLE HSB1 – HOURS OF WORK**

**HSB1.01 Hours of Work**

(a) Institutional Hours

- (1) The normal work week for employees engaged in shift work shall average five (5) shifts per week over the period of a shift schedule. Each shift shall cover a seven and one-half (7 1/2) hour period exclusive of meal breaks.
- (2) The normal work week for employees not engaged in shift work shall be thirty-seven and one-half (37 1/2) hours and the normal daily hours shall be seven and one-half (7 1/2) hours, exclusive of meal breaks.
- (3) The normal work week for Instructors shall be thirty-five (35) hours and the normal daily hours shall be seven (7) hours, exclusive of meal breaks.

(b) Non-Institutional Hours

- (1) The normal work week for employees engaged in shift work shall average five (5) shifts per week over the period of a shift schedule. Each shift shall cover a seven (7) hour period exclusive of meal breaks.
- (2) The normal work week for employees not engaged in shift work shall be thirty-five (35) hours and the normal daily hours shall be seven (7) hours, exclusive of meal breaks.

**HSB1.02 Shift Changeover**

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work. This does not apply if the employee works overtime or where there is an exchange of shift assignments.

**HSB1.03 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article HSB1.04.

**HSB1.04 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.



**HSB1.05      Rotation of Shifts**

Where an employee is required to work rotating shifts, days, evenings, and night duty will be assigned to employees as equally as possible. This does not preclude an employee from being continuously assigned to an evening or night shift at their request where such continuing assignment is acceptable to the Employer. The Employer shall consult with the Union before new shifts are implemented.

**HSB1.06      Rest Periods**

The Employer shall provide rest periods of thirty (30) minutes during each full shift. Where operational requirements permit rest periods shall be taken in to two (2) fifteen (15) minute breaks.

**ARTICLE HSB2 – PAY****HSB2.01      Pay**

Employees in the HSB Bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

**HEALTH SERVICES JOB CLASSIFICATIONS – HSB****PAY GRADE**

Forensic Technician	1	(A)	HSB	13
		(B)	HSB	15
	2		HSB	17
Health Records Technician		(A)	HSB	9
		(B)	HSB	13
Laboratory Assistant	1	(A)	HSB	2
		(B)	HSB	4
		(C)	HSB	8
(Restricted)	2		HSB	9
Laboratory Technologist	1	(A)	HSB	13
		(B)	HSB	15
		(C)	HSB	17
(Restricted)	2		HSB	20
Morgue Attendant			HSB	8
Occupational Therapist	1	(A)	HSB	18
		(B)	HSB	23
(Restricted)	2		HSB	25
X-Ray Technician	1		HSB	13
	2	(A)	HSB	15
		(B)	HSB	17
(Restricted)	3		HSB	23
(Restricted)	4		HSB	24

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSB****BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III	IV
HSB 01				
Apr. 1/2021	\$1,479.02	\$1,516.91	\$1,538.98	\$1,568.96
Apr. 1/2022	\$1,501.21	\$1,539.66	\$1,562.06	\$1,592.49
Apr. 1/2023	\$1,546.25	\$1,585.85	\$1,608.92	\$1,640.26
Mar. 31/2024	\$1,553.98	\$1,593.78	\$1,616.96	\$1,648.46
HSB 02				
Apr. 1/2021	\$1,516.91	\$1,538.98	\$1,568.96	\$1,597.35
Apr. 1/2022	\$1,539.66	\$1,562.06	\$1,592.49	\$1,621.31
Apr. 1/2023	\$1,585.85	\$1,608.92	\$1,640.26	\$1,669.95
Mar. 31/2024	\$1,593.78	\$1,616.96	\$1,648.46	\$1,678.30
HSB 03				
Apr. 1/2021	\$1,538.98	\$1,568.96	\$1,597.35	\$1,628.91
Apr. 1/2022	\$1,562.06	\$1,592.49	\$1,621.31	\$1,653.34
Apr. 1/2023	\$1,608.92	\$1,640.26	\$1,669.95	\$1,702.94
Mar. 31/2024	\$1,616.96	\$1,648.46	\$1,678.30	\$1,711.45
HSB 04				
Apr. 1/2021	\$1,568.96	\$1,597.35	\$1,628.91	\$1,674.74
Apr. 1/2022	\$1,592.49	\$1,621.31	\$1,653.34	\$1,699.86
Apr. 1/2023	\$1,640.26	\$1,669.95	\$1,702.94	\$1,750.86
Mar. 31/2024	\$1,648.46	\$1,678.30	\$1,711.45	\$1,759.61
HSB 05				
Apr. 1/2021	\$1,597.35	\$1,628.91	\$1,674.74	\$1,717.34
Apr. 1/2022	\$1,621.31	\$1,653.34	\$1,699.86	\$1,743.10
Apr. 1/2023	\$1,669.95	\$1,702.94	\$1,750.86	\$1,795.39
Mar. 31/2024	\$1,678.30	\$1,711.45	\$1,759.61	\$1,804.37
HSB 06				
Apr. 1/2021	\$1,628.91	\$1,674.74	\$1,717.34	\$1,763.12
Apr. 1/2022	\$1,653.34	\$1,699.86	\$1,743.10	\$1,789.57
Apr. 1/2023	\$1,702.94	\$1,750.86	\$1,795.39	\$1,843.26
Mar. 31/2024	\$1,711.45	\$1,759.61	\$1,804.37	\$1,852.48
HSB 07				
Apr. 1/2021	\$1,674.74	\$1,717.34	\$1,763.12	\$1,807.28
Apr. 1/2022	\$1,699.86	\$1,743.10	\$1,789.57	\$1,834.39
Apr. 1/2023	\$1,750.86	\$1,795.39	\$1,843.26	\$1,889.42
Mar. 31/2024	\$1,759.61	\$1,804.37	\$1,852.48	\$1,898.87
HSB 08				
Apr. 1/2021	\$1,717.34	\$1,763.12	\$1,807.28	\$1,853.10
Apr. 1/2022	\$1,743.10	\$1,789.57	\$1,834.39	\$1,880.90
Apr. 1/2023	\$1,795.39	\$1,843.26	\$1,889.42	\$1,937.33
Mar. 31/2024	\$1,804.37	\$1,852.48	\$1,898.87	\$1,947.02

	I	II	III	IV
HSB 09				
Apr. 1/2021	\$1,763.12	\$1,807.28	\$1,853.10	\$1,897.32
Apr. 1/2022	\$1,789.57	\$1,834.39	\$1,880.90	\$1,925.78
Apr. 1/2023	\$1,843.26	\$1,889.42	\$1,937.33	\$1,983.55
Mar. 31/2024	\$1,852.48	\$1,898.87	\$1,947.02	\$1,993.47
HSB 10				
Apr. 1/2021	\$1,807.28	\$1,853.10	\$1,897.32	\$1,941.51
Apr. 1/2022	\$1,834.39	\$1,880.90	\$1,925.78	\$1,970.63
Apr. 1/2023	\$1,889.42	\$1,937.33	\$1,983.55	\$2,029.75
Mar. 31/2024	\$1,898.87	\$1,947.02	\$1,993.47	\$2,039.90
HSB 11				
Apr. 1/2021	\$1,853.10	\$1,897.32	\$1,941.51	\$1,987.22
Apr. 1/2022	\$1,880.90	\$1,925.78	\$1,970.63	\$2,017.03
Apr. 1/2023	\$1,937.33	\$1,983.55	\$2,029.75	\$2,077.54
Mar. 31/2024	\$1,947.02	\$1,993.47	\$2,039.90	\$2,087.93
HSB 12				
Apr. 1/2021	\$1,941.51	\$1,987.22	\$2,033.02	\$2,077.17
Apr. 1/2022	\$1,970.63	\$2,017.03	\$2,063.52	\$2,108.33
Apr. 1/2023	\$2,029.75	\$2,077.54	\$2,125.43	\$2,171.58
Mar. 31/2024	\$2,039.90	\$2,087.93	\$2,136.06	\$2,182.44
HSB 13				
Apr. 1/2021	\$1,987.22	\$2,033.02	\$2,077.17	\$2,135.61
Apr. 1/2022	\$2,017.03	\$2,063.52	\$2,108.33	\$2,167.64
Apr. 1/2023	\$2,077.54	\$2,125.43	\$2,171.58	\$2,232.67
Mar. 31/2024	\$2,087.93	\$2,136.06	\$2,182.44	\$2,243.83
HSB 14				
Apr. 1/2021	\$2,033.02	\$2,077.17	\$2,135.61	\$2,195.58
Apr. 1/2022	\$2,063.52	\$2,108.33	\$2,167.64	\$2,228.51
Apr. 1/2023	\$2,125.43	\$2,171.58	\$2,232.67	\$2,295.37
Mar. 31/2024	\$2,136.06	\$2,182.44	\$2,243.83	\$2,306.85
HSB 15				
Apr. 1/2021	\$2,077.17	\$2,135.61	\$2,195.58	\$2,271.35
Apr. 1/2022	\$2,108.33	\$2,167.64	\$2,228.51	\$2,305.42
Apr. 1/2023	\$2,171.58	\$2,232.67	\$2,295.37	\$2,374.58
Mar. 31/2024	\$2,182.44	\$2,243.83	\$2,306.85	\$2,386.45
HSB 16				
Apr. 1/2021	\$2,135.61	\$2,195.58	\$2,271.35	\$2,345.53
Apr. 1/2022	\$2,167.64	\$2,228.51	\$2,305.42	\$2,380.71
Apr. 1/2023	\$2,232.67	\$2,295.37	\$2,374.58	\$2,452.13
Mar. 31/2024	\$2,243.83	\$2,306.85	\$2,386.45	\$2,464.39
HSB 17				
Apr. 1/2021	\$2,195.58	\$2,271.35	\$2,345.53	\$2,419.56
Apr. 1/2022	\$2,228.51	\$2,305.42	\$2,380.71	\$2,455.85

	I	II	III	IV
Apr. 1/2023	\$2,295.37	\$2,374.58	\$2,452.13	\$2,529.53
Mar. 31/2024	\$2,306.85	\$2,386.45	\$2,464.39	\$2,542.18
HSB 18				
Apr. 1/2021	\$2,271.35	\$2,345.53	\$2,419.56	\$2,495.48
Apr. 1/2022	\$2,305.42	\$2,380.71	\$2,455.85	\$2,532.91
Apr. 1/2023	\$2,374.58	\$2,452.13	\$2,529.53	\$2,608.90
Mar. 31/2024	\$2,386.45	\$2,464.39	\$2,542.18	\$2,621.94
HSB 19				
Apr. 1/2021	\$2,345.53	\$2,419.56	\$2,495.48	\$2,569.71
Apr. 1/2022	\$2,380.71	\$2,455.85	\$2,532.91	\$2,608.26
Apr. 1/2023	\$2,452.13	\$2,529.53	\$2,608.90	\$2,686.51
Mar. 31/2024	\$2,464.39	\$2,542.18	\$2,621.94	\$2,699.94
HSB 20				
Apr. 1/2021	\$2,419.56	\$2,495.48	\$2,569.71	\$2,659.65
Apr. 1/2022	\$2,455.85	\$2,532.91	\$2,608.26	\$2,699.54
Apr. 1/2023	\$2,529.53	\$2,608.90	\$2,686.51	\$2,780.53
Mar. 31/2024	\$2,542.18	\$2,621.94	\$2,699.94	\$2,794.43
HSB 21				
Apr. 1/2021	\$2,495.48	\$2,569.71	\$2,659.65	\$2,754.35
Apr. 1/2022	\$2,532.91	\$2,608.26	\$2,699.54	\$2,795.67
Apr. 1/2023	\$2,608.90	\$2,686.51	\$2,780.53	\$2,879.54
Mar. 31/2024	\$2,621.94	\$2,699.94	\$2,794.43	\$2,893.94
HSB 22				
Apr. 1/2021	\$2,569.71	\$2,659.65	\$2,754.35	\$2,847.51
Apr. 1/2022	\$2,608.26	\$2,699.54	\$2,795.67	\$2,890.22
Apr. 1/2023	\$2,686.51	\$2,780.53	\$2,879.54	\$2,976.93
Mar. 31/2024	\$2,699.94	\$2,794.43	\$2,893.94	\$2,991.81
HSB 23				
Apr. 1/2021	\$2,659.65	\$2,754.35	\$2,847.51	\$2,939.05
Apr. 1/2022	\$2,699.54	\$2,795.67	\$2,890.22	\$2,983.14
Apr. 1/2023	\$2,780.53	\$2,879.54	\$2,976.93	\$3,072.63
Mar. 31/2024	\$2,794.43	\$2,893.94	\$2,991.81	\$3,087.99
HSB 24				
Apr. 1/2021	\$2,754.35	\$2,847.51	\$2,939.05	\$3,033.75
Apr. 1/2022	\$2,795.67	\$2,890.22	\$2,983.14	\$3,079.26
Apr. 1/2023	\$2,879.54	\$2,976.93	\$3,072.63	\$3,171.64
Mar. 31/2024	\$2,893.94	\$2,991.81	\$3,087.99	\$3,187.50
HSB 25				
Apr. 1/2021	\$2,847.51	\$2,939.05	\$3,033.75	\$3,142.63
Apr. 1/2022	\$2,890.22	\$2,983.14	\$3,079.26	\$3,189.77
Apr. 1/2023	\$2,976.93	\$3,072.63	\$3,171.64	\$3,285.46
Mar. 31/2024	\$2,991.81	\$3,087.99	\$3,187.50	\$3,301.89
HSB 26				
Apr. 1/2021	\$2,939.05	\$3,033.75	\$3,142.63	\$3,252.71

	I	II	III	IV
Apr. 1/2022	\$2,983.14	\$3,079.26	\$3,189.77	\$3,301.50
Apr. 1/2023	\$3,072.63	\$3,171.64	\$3,285.46	\$3,400.55
Mar. 31/2024	\$3,087.99	\$3,187.50	\$3,301.89	\$3,417.55

## APPENDIX 3

### TECHNICAL AND SERVICE BARGAINING UNIT (TS)

#### (D) MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN (MOS)

##### ARTICLE M1 – HOURS OF WORK

###### M1.01 Hours of Work

- (a) The normal work week shall be thirty-five (35) hours per week, exclusive of meal breaks, except as provided in (b) and (c) below.
- (b) The normal work week for employees in positions listed below shall be forty (40) hours per week.

<b>POSITION TITLE</b>	<b>DEPARTMENT</b>
Captain 1, 2, & 3	Public Works
Deckhands (Tancook Ferry)	Public Works
Electrician	
Equipment Instructor/Inspector	Public Works
Fire Tender 1	Any Department
Fire Tender 1 in-Charge	Any Department
Fire Tender Helper 1 & 2	Any Department
Fleet Service Coordinator	Public Works
	Natural Resources and Renewables
Foreperson, Provincial Forest Nursery	Natural Resources and Renewables
Maintenance Planner	Public Works
Maintenance Worker 3A	Natural Resources and Renewables
<i>*Note except Fire Crew Foremen at Natural Resources and Renewables</i>	
Mates and Marine Engineers	
(Ferry Service)	Public Works
Senior Utility Electrician	

Shift Operator 1 & 2	Any Department
Shop Supervisor	Public Works
Senior Utility Technician	
Utility Operator	
Utility Technician	
Water Treatment Plant Operator	
Wood Bridge Superintendent	Public Works

- (c) The normal work week for employees classified as Farm Workers shall be thirty-seven and one-half (37 ½) hours per week.
- (d) Employees who are covered by M1.01(b) shall be entitled to five (5) additional days' leave with pay each year. Employees who are covered by M1.01(c) shall be entitled to three (3) additional days' leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.05.

**M1.02 Variance in Hours**

The Employer may vary the scheduled hours and work days of work in a position, the duties and nature of which require varied hours and days of work.

**M1.03 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article M1.04.

**M1.04 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**M1.05 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

**M1.06 Work Schedules**

The Employer will endeavour, where possible, to provide that no employee should be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.



### **M1.07 Continuous Operations**

Employees working straight eight (8) hour shifts may be required to remain on their jobs through such shifts.

### **M1.08 Rotation of Shifts**

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

### **M1.09 No Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period.

### **M1.10 Rest Period**

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift.

## **\*ARTICLE M2 – PAY**

### **\*M2.01 Pay**

With the exception of M2.02, Employees in the Maintenance & Operational Service bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

### **\*M2.02 Pay**

Captain 1, 2, & 3, Deckhands, Mates and Marine Engineers in the Maintenance & Operational Services bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix and the conditions outlined in (a), (b) & (c) below:

- (a) Employees shall work three (3) consecutive twelve (12) hour shifts followed by three (3) consecutive twelve (12) off hour periods. Shifts shall be rotated between day and night shifts.
- (b) Four (4) hours of overtime will be paid to the above noted classifications on a bi-weekly basis at 1.5 times their regular wage rate. This includes bi-weekly pay periods with approved leaves with pay, with the exception of Short-Term Illness (STI) periods in excess of 10 working days (in such cases there will be no additional 4 hours of overtime from day 1 of the STI period.) Under these circumstances, once the 11<sup>th</sup> day of STI has been confirmed should the previous pay period have 3 days of STI or more there will be no additional 4 hours of overtime for that period. Upon return from this period of STI, the entitlement to 4 hours overtime will be reinstated on the first pay period that the employee returns to work with less than (3) days STI.

- (c) Although Article 18.05 Conversion of Hours applies to the above noted classifications, approved leaves with pay for these employees will be deducted from the Employees' bank based on the 12-hour shifts to the maximum leave allowed in accordance with the 18.05 calculation.

### **ARTICLE M3 – WASH-UP TIME**

#### **M3.01 Wash-Up Time**

Where there is a clear cut need, wash-up time to a maximum of fifteen (15) minutes shall be permitted immediately before the end of a shift.

### **ARTICLE M4 – CLOTHING ALLOWANCE**

#### **M4.01 Uniforms**

Where employees are required to wear uniforms, such uniforms shall be provided by the Employer. Uniforms may be worn traveling to and from work.

#### **M4.02 Protective Clothing**

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

<b>JOB CLASSIFICATIONS – MOS</b>	<b>PAY GRADE</b>
Aircraft Maintenance Engineer 1	MOS 18
Aircraft Maintenance Engineer 2	MOS 22
Aircraft Maintenance Engineer 3	MOS 24
Area Operations Supervisor	MOS 16
Area Operations Supervisor (Environment)	MOS 17
Asst. Building Superintendent	MOS 9
Asst. Supervisor Building Services (Halifax/Dartmouth)	MOS 15
Building Operator 1	MOS 6
Building Operator (Restricted) 2	MOS 10
Building Operator (Restricted) 3	MOS 14
Building Operator (Restricted) 4	MOS 18
Building Operations Supervisor	MOS 24
Building Supervisor	MOS 13
Building Watchperson	MOS 1
Captain 1	MOS 18
Captain 2 (Restricted)	MOS 22
Captain 3 Ferry Fleet Service (Restricted)	MOS 24
Caretaker	MOS 3
Caretaker (Halifax)	MOS 5
Caretaker (Transportation)	MOS 5
Carpenter	MOS 14
Chauffeur to Lt Governor	MOS 9
Chief Aircraft Maintenance Engineer (Natural Resources and Renewables) MOS 26	
Chief Stationary Engineer	MOS 16

<b>JOB CLASSIFICATIONS – MOS</b>	<b>PAY GRADE</b>
Deckhand Tancook Ferry	MOS 4
Dozer/Heavy Equipment	MOS 10
Driver/Messenger	MOS 5
Driver/Shipper	MOS 5
Electrician	MOS 17
Equipment Co-ordinator	MOS 22
Equipment Instructor/Inspector	MOS 16
Equipment Maintenance Coordinator	MOS 22
Facilities Co-ordinator	MOS 18
Farm Worker	MOS 8
Ferry Fleet Maintenance Coordinator	MOS 24
Fire Tender 1	MOS 9
Fire Tender 1(B)	MOS 11
Fire Tender Helper 1	MOS 5
Fire Tender Helper 2	MOS 9
Fire Tender in-Charge 1	MOS 12
Fire Tender 3	MOS 15
Fleet Service Co-ordinator	MOS 24
Foreperson (Transportation)	MOS 13
Foreperson Provincial Forest Nursery	MOS 13
Head Animal Caretaker	MOS 14
Janitor	MOS 1
Janitor-in-Charge	MOS 5
Maintenance Foreperson (Natural Resources and Renewables)	MOS 15
Maintenance Planner	MOS 18

<b>JOB CLASSIFICATIONS – MOS</b>	<b>PAY GRADE</b>
Maintenance, Supervisor (TIR)	MOS 18
Maintenance Supervisor (Shelburne)	MOS 12
Maintenance Worker 1	MOS 4
Maintenance Worker 2(A) (Restricted)	MOS 7
Maintenance Worker 2(B) (Restricted)	MOS 9
Maintenance Worker 3(A) (Restricted)	MOS 10
Maintenance Worker 3(B) (Restricted)	MOS 12
Manager Steam Mill Grain Centre	MOS 20
Marine Engineer 1	MOS 13
Marine Engineer 2 (Restricted)	MOS 14
Mate 1	MOS 10
Mate 2 (Restricted)	MOS 11
Mechanic 1	MOS 8
Mechanic 2 (Restricted)	MOS 14
Mechanic 3 (Restricted)	MOS 18
NSAC Campus Safety and Security Officer	MOS 8
Plumber	MOS 17
Senior Utility Technician	MOS 14
Shift Operator 1	MOS 13
Shift Operator 2	MOS 16
Shift Operator 3	MOS 18
Shop Supervisor	MOS 22
Steamfitter	MOS 15
Supervisor, Area Operations	MOS 22
Truck Driver – Heavy	MOS 7

**JOB CLASSIFICATIONS – MOS**

**PAY GRADE**

Utility Technician

MOS 13

Utility Truck Driver

MOS 5

Utility Operator 1

MOS 6

Utility Operator 2

MOS 12

Water Treatment Plant Operator

MOS 14

Welder

MOS 14

Wildlife Park Attendant

MOS 8

Wood Bridge Superintendent

MOS 15

**MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN - MOS**  
**BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II
MOS 01		
Apr. 1/2021	\$1,387.97	\$1,415.96
Apr. 1/2022	\$1,408.79	\$1,437.20
Apr. 1/2023	\$1,451.05	\$1,480.32
Mar. 31/2024	\$1,458.31	\$1,487.72
MOS 03		
Apr. 1/2021	\$1,443.82	\$1,471.73
Apr. 1/2022	\$1,465.48	\$1,493.81
Apr. 1/2023	\$1,509.44	\$1,538.62
Mar. 31/2024	\$1,516.99	\$1,546.31
MOS 04		
Apr. 1/2021	\$1,471.73	\$1,499.66
Apr. 1/2022	\$1,493.81	\$1,522.15
Apr. 1/2023	\$1,538.62	\$1,567.81
Mar. 31/2024	\$1,546.31	\$1,575.65
MOS 05		
Apr. 1/2021	\$1,499.66	\$1,527.62
Apr. 1/2022	\$1,522.15	\$1,550.53
Apr. 1/2023	\$1,567.81	\$1,597.05
Mar. 31/2024	\$1,575.65	\$1,605.04
MOS 06		
Apr. 1/2021	\$1,527.62	\$1,565.93
Apr. 1/2022	\$1,550.53	\$1,589.42
Apr. 1/2023	\$1,597.05	\$1,637.10
Mar. 31/2024	\$1,605.04	\$1,645.29
MOS 07		
Apr. 1/2021	\$1,565.93	\$1,605.40
Apr. 1/2022	\$1,589.42	\$1,629.48
Apr. 1/2023	\$1,637.10	\$1,678.36
Mar. 31/2024	\$1,645.29	\$1,686.75
MOS 08		
Apr. 1/2021	\$1,605.40	\$1,644.83
Apr. 1/2022	\$1,629.48	\$1,669.50
Apr. 1/2023	\$1,678.36	\$1,719.59
Mar. 31/2024	\$1,686.75	\$1,728.19
MOS 09		
Apr. 1/2021	\$1,644.83	\$1,684.25
Apr. 1/2022	\$1,669.50	\$1,709.51
Apr. 1/2023	\$1,719.59	\$1,760.80
Mar. 31/2024	\$1,728.19	\$1,769.60

	I	II
MOS 10		
Apr. 1/2021	\$1,684.25	\$1,723.75
Apr. 1/2022	\$1,709.51	\$1,749.61
Apr. 1/2023	\$1,760.80	\$1,802.10
Mar. 31/2024	\$1,769.60	\$1,811.11
MOS 11		
Apr. 1/2021	\$1,723.75	\$1,773.10
Apr. 1/2022	\$1,749.61	\$1,799.70
Apr. 1/2023	\$1,802.10	\$1,853.69
Mar. 31/2024	\$1,811.11	\$1,862.96
MOS 12		
Apr. 1/2021	\$1,773.10	\$1,822.36
Apr. 1/2022	\$1,799.70	\$1,849.70
Apr. 1/2023	\$1,853.69	\$1,905.19
Mar. 31/2024	\$1,862.96	\$1,914.72
MOS 13		
Apr. 1/2021	\$1,822.36	\$1,871.69
Apr. 1/2022	\$1,849.70	\$1,899.77
Apr. 1/2023	\$1,905.19	\$1,956.76
Mar. 31/2024	\$1,914.72	\$1,966.54
MOS 14		
Apr. 1/2021	\$1,871.69	\$1,930.92
Apr. 1/2022	\$1,899.77	\$1,959.88
Apr. 1/2023	\$1,956.76	\$2,018.68
Mar. 31/2024	\$1,966.54	\$2,028.77
MOS 15		
Apr. 1/2021	\$1,930.92	\$2,029.46
Apr. 1/2022	\$1,959.88	\$2,059.90
Apr. 1/2023	\$2,018.68	\$2,121.70
Mar. 31/2024	\$2,028.77	\$2,132.31
MOS 16		
Apr. 1/2021	\$2,029.46	\$2,098.55
Apr. 1/2022	\$2,059.90	\$2,130.03
Apr. 1/2023	\$2,121.70	\$2,193.93
Mar. 31/2024	\$2,132.31	\$2,204.90
MOS 17		
Apr. 1/2021	\$2,098.55	\$2,167.55
Apr. 1/2022	\$2,130.03	\$2,200.06
Apr. 1/2023	\$2,193.93	\$2,266.06
Mar. 31/2024	\$2,204.90	\$2,277.39
MOS 18		
Apr. 1/2021	\$2,167.55	\$2,236.67
Apr. 1/2022	\$2,200.06	\$2,270.22



	I	II
Apr. 1/2023	\$2,266.06	\$2,338.33
Mar. 31/2024	\$2,277.39	\$2,350.02
MOS 19		
Apr. 1/2021	\$2,236.67	\$2,305.68
Apr. 1/2022	\$2,270.22	\$2,340.27
Apr. 1/2023	\$2,338.33	\$2,410.48
Mar. 31/2024	\$2,350.02	\$2,422.53
MOS 20		
Apr. 1/2021	\$2,305.68	\$2,374.68
Apr. 1/2022	\$2,340.27	\$2,410.30
Apr. 1/2023	\$2,410.48	\$2,482.61
Mar. 31/2024	\$2,422.53	\$2,495.02
MOS 21		
Apr. 1/2021	\$2,374.68	\$2,454.85
Apr. 1/2022	\$2,410.30	\$2,491.67
Apr. 1/2023	\$2,482.61	\$2,566.42
Mar. 31/2024	\$2,495.02	\$2,579.25
MOS 22		
Apr. 1/2021	\$2,454.85	\$2,537.87
Apr. 1/2022	\$2,491.67	\$2,575.94
Apr. 1/2023	\$2,566.42	\$2,653.22
Mar. 31/2024	\$2,579.25	\$2,666.49
MOS 23		
Apr. 1/2021	\$2,537.87	\$2,645.73
Apr. 1/2022	\$2,575.94	\$2,685.42
Apr. 1/2023	\$2,653.22	\$2,765.98
Mar. 31/2024	\$2,666.49	\$2,779.81
MOS 24		
Apr. 1/2021	\$2,645.73	\$2,758.17
Apr. 1/2022	\$2,685.42	\$2,799.54
Apr. 1/2023	\$2,765.98	\$2,883.53
Mar. 31/2024	\$2,779.81	\$2,897.95
MOS 25		
Apr. 1/2021	\$2,758.17	\$2,875.41
Apr. 1/2022	\$2,799.54	\$2,918.54
Apr. 1/2023	\$2,883.53	\$3,006.10
Mar. 31/2024	\$2,897.95	\$3,021.13
MOS 26		
Apr. 1/2021	\$2,875.41	\$2,997.62
Apr. 1/2022	\$2,918.54	\$3,042.58
Apr. 1/2023	\$3,006.10	\$3,133.86
Mar. 31/2024	\$3,021.13	\$3,149.53

## **APPENDIX 3**

### **TECHNICAL AND SERVICE BARGAINING UNIT (TS)**

#### **(E) SERVICE CLASSIFICATION AND PAY PLAN (SE)**

#### **ARTICLE S1 – HOURS OF WORK**

##### **S1.01 Hours of Work**

##### **S1.01**

##### **(a) Institutional**

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) During each shift, the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods, not to be taken in less than two breaks. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (3) Should an employee be recalled to duty during the time provided in Article S1.01(a)(2), time off during the shift shall be granted equal to the difference between the break time taken and the total break allowance. This provision shall be non-cumulative from one shift to another.
- (4) Where, in accordance with Article S1.01(a)(3), the difference between the break time taken and the break time allowance cannot be granted during the shift, the time shall be compensated at straight time rates and calculated at the end of each two (2) week period. The amount shall be calculated to the nearest half (1/2) hour.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. The cumulative latenesses shall be calculated at the end of each two (2) week period. The amount to be deducted shall be calculated at straight time rates to the nearest half (1/2) hour, and deducted from the employee's pay.
- (6) During the two (2) week period, employees shall wherever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period.

- (8) Subject to the limitations of Article S1.04, the Employer shall provide that no employee will be scheduled to work more than five (5) consecutive night shifts in a two (2) week period.
- (9) The provisions of Article S1.01(a)(6), (7), and (8), do not preclude shift arrangements, acceptable to both the Employer and the employee(s).
- (10) Where, during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
- (11) The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s) or for reasons as provided in Article S1.04.
- (12) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- (13) Employees required to work rotating shifts (day, evening and night duty), shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
- (14) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3), and will ensure one (1) weekend in four (4). This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (15) The Employer shall provide to all employees employed in laundries, one break period of ten (10) minutes per hour for each hour that the temperature continuously exceeds 95°F or 35°C.
- (16) In no case shall the total break periods as defined in Articles S1.01 (a)(2) and S1.01 (a)(15) exceed one hundred (100) minutes.

(b) Non-Institutional

The normal work week for employees shall be thirty-five (35) hours per week and the normal daily hours shall be seven (7) hours, exclusive of meal breaks. Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.

**S1.02 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work, but is a basis for computing overtime.

### **S1.03 Continuation of Existing Hours**

It is agreed that hours of work now in effect shall remain unchanged during the lifetime of this Agreement.

### **S1.04 Deviations from Regular Schedules**

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

## **ARTICLE S2 – PAY**

### **S2.01 Pay**

Employees in the Services bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

### **S2.02 Split Shift Premium**

An employee who is required to work a split shift shall receive a split shift premium of:

\$3.71 (effective May 2, 2002)

\$3.82 (effective April 1, 2003)

## **ARTICLE S3 – UNIFORMS AND PROTECTIVE CLOTHING**

### **S3.01 Uniforms and Protective Clothing**

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

<b>JOB CLASSIFICATIONS – SE</b>		<b>PAY GRADE</b>	
Cook	3	SE	23
Cook – Nova Scotia Youth Centre		SE	25
Cook – Wood Street Centre		SE	25
Cook’s Helper		SE	18
Domestic		SE	2
Food Services Supervisor		SE	27
Head Food Service Worker		SE	20
Housekeeping Aide		SE	12
Housekeeper		SE	18
Museum Assistant	1	SE	6
	2	SE	11
	3	SE	14
Museum Attendant	1	SE	2
	2	SE	4

Note 1: The Public Service Commission, on the recommendation of the Deputy Head of the Department, may grant an increment for meritorious service after an employee, who is classified within SE 2 and SE 4, has served for a period of six (6) months following the effective date of appointment, or a change in their rate of compensation, whichever is later.

Note 2: An employee who is classified within the SE 2 and SE 4 and who has five (5) years of continuous employment shall receive a \$10.00 per month premium.

**SERVICE CLASSIFICATION AND PAY PLAN - SE****BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III
SE 02			
Apr. 1/2021	\$1,119.42	\$1,135.33	\$1,142.92
Apr. 1/2022	\$1,136.21	\$1,152.36	\$1,160.06
Apr. 1/2023	\$1,170.30	\$1,186.93	\$1,194.86
Mar. 31/2024	\$1,176.15	\$1,192.86	\$1,200.83
SE 04			
Apr. 1/2021	\$1,151.20	\$1,167.10	\$1,174.69
Apr. 1/2022	\$1,168.47	\$1,184.61	\$1,192.31
Apr. 1/2023	\$1,203.52	\$1,220.15	\$1,228.08
Mar. 31/2024	\$1,209.54	\$1,226.25	\$1,234.22
SE 05			
Apr. 1/2021	\$1,167.10	\$1,182.86	\$1,198.79
Apr. 1/2022	\$1,184.61	\$1,200.60	\$1,216.77
Apr. 1/2023	\$1,220.15	\$1,236.62	\$1,253.27
Mar. 31/2024	\$1,226.25	\$1,242.80	\$1,259.54
SE 06			
Apr. 1/2021	\$1,182.86	\$1,198.79	\$1,222.54
Apr. 1/2022	\$1,200.60	\$1,216.77	\$1,240.88
Apr. 1/2023	\$1,236.62	\$1,253.27	\$1,278.11
Mar. 31/2024	\$1,242.80	\$1,259.54	\$1,284.50
SE 07			
Apr. 1/2021	\$1,206.76	\$1,230.50	\$1,246.37
Apr. 1/2022	\$1,224.86	\$1,248.96	\$1,265.07
Apr. 1/2023	\$1,261.61	\$1,286.43	\$1,303.02
Mar. 31/2024	\$1,267.92	\$1,292.86	\$1,309.54
SE 08			
Apr. 1/2021	\$1,238.41	\$1,254.30	\$1,270.19
Apr. 1/2022	\$1,256.99	\$1,273.11	\$1,289.24
Apr. 1/2023	\$1,294.70	\$1,311.30	\$1,327.92
Mar. 31/2024	\$1,301.17	\$1,317.86	\$1,334.56
SE 10			
Apr. 1/2021	\$1,278.14	\$1,294.00	\$1,317.79
Apr. 1/2022	\$1,297.31	\$1,313.41	\$1,337.56
Apr. 1/2023	\$1,336.23	\$1,352.81	\$1,377.69
Mar. 31/2024	\$1,342.91	\$1,359.57	\$1,384.58
SE 11			
Apr. 1/2021	\$1,294.00	\$1,317.79	\$1,341.56
Apr. 1/2022	\$1,313.41	\$1,337.56	\$1,361.68
Apr. 1/2023	\$1,352.81	\$1,377.69	\$1,402.53

	I	II	III
Mar. 31/2024	\$1,359.57	\$1,384.58	\$1,409.54
SE 12			
Apr. 1/2021	\$1,317.79	\$1,341.56	\$1,365.46
Apr. 1/2022	\$1,337.56	\$1,361.68	\$1,385.94
Apr. 1/2023	\$1,377.69	\$1,402.53	\$1,427.52
Mar. 31/2024	\$1,384.58	\$1,409.54	\$1,434.66
SE 13			
Apr. 1/2021	\$1,341.56	\$1,373.36	\$1,405.08
Apr. 1/2022	\$1,361.68	\$1,393.96	\$1,426.16
Apr. 1/2023	\$1,402.53	\$1,435.78	\$1,468.94
Mar. 31/2024	\$1,409.54	\$1,442.96	\$1,476.28
SE 14			
Apr. 1/2021	\$1,373.36	\$1,405.08	\$1,428.89
Apr. 1/2022	\$1,393.96	\$1,426.16	\$1,450.32
Apr. 1/2023	\$1,435.78	\$1,468.94	\$1,493.83
Mar. 31/2024	\$1,442.96	\$1,476.28	\$1,501.30
SE 15			
Apr. 1/2021	\$1,405.08	\$1,428.89	\$1,460.75
Apr. 1/2022	\$1,426.16	\$1,450.32	\$1,482.66
Apr. 1/2023	\$1,468.94	\$1,493.83	\$1,527.14
Mar. 31/2024	\$1,476.28	\$1,501.30	\$1,534.78
SE 17			
Apr. 1/2021	\$1,460.75	\$1,502.80	\$1,536.41
Apr. 1/2022	\$1,482.66	\$1,525.34	\$1,559.46
Apr. 1/2023	\$1,527.14	\$1,571.10	\$1,606.24
Mar. 31/2024	\$1,534.78	\$1,578.96	\$1,614.27
SE 18			
Apr. 1/2021	\$1,502.80	\$1,536.41	\$1,570.09
Apr. 1/2022	\$1,525.34	\$1,559.46	\$1,593.64
Apr. 1/2023	\$1,571.10	\$1,606.24	\$1,641.45
Mar. 31/2024	\$1,578.96	\$1,614.27	\$1,649.66
SE 20			
Apr. 1/2021	\$1,570.09	\$1,612.14	\$1,654.18
Apr. 1/2022	\$1,593.64	\$1,636.32	\$1,678.99
Apr. 1/2023	\$1,641.45	\$1,685.41	\$1,729.36
Mar. 31/2024	\$1,649.66	\$1,693.84	\$1,738.01
SE 21			
Apr. 1/2021	\$1,612.14	\$1,654.18	\$1,717.07
Apr. 1/2022	\$1,636.32	\$1,678.99	\$1,742.83
Apr. 1/2023	\$1,685.41	\$1,729.36	\$1,795.11
Mar. 31/2024	\$1,693.84	\$1,738.01	\$1,804.09
SE 22			
Apr. 1/2021	\$1,654.18	\$1,717.07	\$1,782.30
Apr. 1/2022	\$1,678.99	\$1,742.83	\$1,809.03

	I	II	III
Apr. 1/2023	\$1,729.36	\$1,795.11	\$1,863.30
Mar. 31/2024	\$1,738.01	\$1,804.09	\$1,872.62
SE 23			
Apr. 1/2021	\$1,717.07	\$1,782.30	\$1,850.17
Apr. 1/2022	\$1,742.83	\$1,809.03	\$1,877.92
Apr. 1/2023	\$1,795.11	\$1,863.30	\$1,934.26
Mar. 31/2024	\$1,804.09	\$1,872.62	\$1,943.93
SE 24			
Apr. 1/2021	\$1,782.30	\$1,850.17	\$1,920.38
Apr. 1/2022	\$1,809.03	\$1,877.92	\$1,949.19
Apr. 1/2023	\$1,863.30	\$1,934.26	\$2,007.67
Mar. 31/2024	\$1,872.62	\$1,943.93	\$2,017.71
SE 25			
Apr. 1/2021	\$1,920.38	\$1,963.74	\$2,035.61
Apr. 1/2022	\$1,949.19	\$1,993.20	\$2,066.14
Apr. 1/2023	\$2,007.67	\$2,053.00	\$2,128.12
Mar. 31/2024	\$2,017.71	\$2,063.27	\$2,138.76
SE 26			
Apr. 1/2021	\$1,963.74	\$2,035.61	\$2,067.32
Apr. 1/2022	\$1,993.20	\$2,066.14	\$2,098.33
Apr. 1/2023	\$2,053.00	\$2,128.12	\$2,161.28
Mar. 31/2024	\$2,063.27	\$2,138.76	\$2,172.09
SE 27			
Apr. 1/2021	\$2,035.61	\$2,067.32	\$2,126.59
Apr. 1/2022	\$2,066.14	\$2,098.33	\$2,158.49
Apr. 1/2023	\$2,128.12	\$2,161.28	\$2,223.24
Mar. 31/2024	\$2,138.76	\$2,172.09	\$2,234.36



## **APPENDIX 3**

### **TECHNICAL AND SERVICE BARGAINING UNIT (TS)**

#### **(F) TECHNICAL CLASSIFICATION AND PAY PLAN (TE)**

##### **ARTICLE T1 – HOURS OF WORK**

###### **T1.01 Hours of Work**

- (a) The normal work week shall be thirty-five (35) hours per week exclusive of meal breaks, except as provided in (b) and (c) below. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of seventy (70) hours, exclusive of meal breaks, on a fortnightly basis.
- (b) The normal hours of work for Counselors in Residential Facilities employed with the Department of Community Services shall be nineteen hundred and fifty (1950) hours per year inclusive of meal breaks, rest periods, vacations and paid holidays. Working hours shall be averaged over a period not exceeding two hundred and twenty (220) days.
- (c) The normal work weeks for Stockkeepers, Road Transport Inspectors, Engineering and Survey Technicians, Supervisor Highway Maintenance, and Operations Supervisors shall be forty (40) hours per week.
- (d) Employees who are covered by T1.01(c) shall be entitled to five (5) additional days of leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 21.05.

###### **T1.02 Variance in Hours**

The Employer may vary the scheduled hours and days of work in a position, the duties and nature of which require varied hours and days of work.

###### **T1.03 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article T1.07.

###### **T1.04 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

### **T1.05 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

### **T1.06 Work Schedules**

The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

### **T1.07 No Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period.

### **T1.08 Rotation of Shifts**

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

### **T1.09 Rest Periods**

Employees shall be entitled to two (2) rest periods per day totaling not more than thirty (30) minutes.

## **ARTICLE T2 – PAY**

### **T2.01 Pay**

Employees in the Technical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

## **ARTICLE T3 – PROTECTIVE CLOTHING**

### **T3.01 Protective Clothing**

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.

**JOB CLASSIFICATIONS – TE****PAY GRADE**

Agricultural Technician	1		TE	16
	2		TE	18
(Restricted)	3		TE	20
(Restricted)	4		TE	22
Aircraft Pilot	1		TE	25
(Restricted)	2		TE	27
Architectural Assistant	1		TE	22
	2		TE	24
(Restricted)	3		TE	26
Assessor	1		TE	18
(Restricted)	2		TE	23
(Restricted)	3		TE	25
(Restricted)	4		TE	28
Audio Visual Technician	1		TE	15
(Restricted)	2	(A)	TE	18
		(B)	TE	20
Auditor	1		TE	18
	2		TE	22
	3		TE	24
Buyer	1		TE	9
	2		TE	15
(Restricted)	3		TE	24
(Restricted)	4		TE	27
Case Aide			TE	14

JOB CLASSIFICATIONS – TE			PAY GRADE	
Chief Aircraft Pilot				
	(Restricted)		TE	29
Collection Officer	1		TE	20
	<del>(Restricted)</del>	2	TE	22
	(Restricted)	3	TE	25
Compliance Officer	1		TE	18
		2	TE	22
	(Restricted)	3	TE	24
Construction Supervisor			TE	22
Construction Supervisor (Agriculture)			TE	24
Corporate Payroll Technician				
		1	TE	18
		2	TE	20
Counsellor	1		TE	13
		2 (A)	TE	18
		(B)	TE	21
	(Restricted)	3	TE	23
Dental Assistant	1	(A)	TE	6
		(B)	TE	8
		2	TE	11
Deputy Sheriff	1		TE	19
		2	TE	21
	(Restricted)	3	TE	23
Dispatch Operator			TE	15
Drafting & Illustration Tech.	1	(A)	TE	11

JOB CLASSIFICATIONS – TE			PAY GRADE	
		(B)	TE	13
	2	(A)	TE	17
		(B)	TE	19
	(Restricted)	(C) (Property Mapper SNS)	TE	23
	(Restricted)	3	TE	22
	(Restricted)	3 (Sr. Property Mapper SNS)	TE	26
Equipment Repair Technician 1			TE	10
	(Restricted)	2 (A)	TE	16
		(B)	TE	18
Engineering & Survey Technician				
	1	(A)	TE	16
		(B)	TE	18
	2	(A)	TE	20
		(B)	TE	22
	(Restricted)	3	TE	24
Financial Services Officer			TE	18
	(Restricted)	2	TE	22
	(Restricted)	3	TE	24
Fisheries Technician			TE	11
		(B)	TE	13
	(Restricted)	2	TE	16
	(Restricted)	3	TE	19
	(Restricted)	4 (A)	TE	21
		(B)	TE	24
	(Restricted)	5	TE	27

JOB CLASSIFICATIONS – TE			PAY GRADE	
(Restricted)	6		TE	29
Forestry Technician	1	(A)	TE	11
		(B)	TE	13
(Restricted)	2		TE	16
	3		TE	25
Forestry Technician		(A)	TE	11
(Restricted)	4		TE	27
(Restricted)	5		TE	29
Fuel and Tobacco Officer	1		TE	14
(Restricted)	2	(A)	TE	21
	2	(B)	TE	23
	2	(C)	TE	25
(Restricted)	3		TE	26
Industrial Training & Certification Officer				
	1		TE	23
(Restricted)	2		TE	25
Information Processing Technician				
	1		TE	9
(Restricted)	2		TE	13
(Restricted)	3		TE	17
(Restricted)	4		TE	19
(Restricted)	5		TE	22
Inspector (General)	1	(A)	TE	16
		(B)	TE	18
(Restricted)	2		TE	20

JOB CLASSIFICATIONS – TE			PAY GRADE	
Inspector (Specialist)	1	(A)	TE	17
		(B)	TE	22
(Restricted)	2		TE	24
(Restricted)	3		TE	27
(Restricted)	4		TE	29
Legal Services Technician	1	(A)	TE	13
		(B)	TE	16
	2		TE	19
(Restricted)	3		TE	21
Library Technician	1		TE	13
	2		TE	16
(Restricted)	3		TE	18
Mineral Technician	1		TE	14
	2		TE	17
Motor Vehicle Officer	1	(A)	TE	18
		(B)	TE	19
(Restricted)	2		TE	22
(Restricted)	3		TE	23
(Restricted)	4		TE	25
Motor Vehicle Officer (Driver Examiner)				
(Restricted)	2		TE	21
Motor Vehicle Officer (Carrier, Driver School and Commercial –TIR)				
(Restricted)	2		TE	22
Motor Vehicle Officer (Motor Carrier Officer – UARB)				

JOB CLASSIFICATIONS – TE		PAY GRADE	
(Restricted)	2	TE	23
Motor Vehicle Officer (Inspection Stations and Auto Dealers – TIR)			
(Restricted)	2	TE	23
Motor Vehicle Officer (Inspection Stations and Auto Dealers - TIR)			
(Restricted)	4	TE	27
Motor Vehicle Officer (Motor Carrier Officer – UARB)			
(Restricted)	4	TE	27
Museum Technician	1	TE	12
	2	TE	16
(Restricted)	3	TE	17
(Restricted)	4	TE	19
Operation Supervisor (Restricted)		TE	26
Payment Production Officer (Government Accounting – Finance)		TE	20
(Restricted)			
Photographer	1	TE	20
<del>(Restricted)</del>	2	TE	23
(Restricted)	3	TE	27
Photographic Technician			
(Restricted)	1	TE	6
(Restricted)	2	TE	10
(Restricted)	3	(A)	TE 13
		(B)	TE 17
Planning Technician			
	1	TE	16
	2	(A)	TE 19
		(B)	TE 22
(Restricted)	3	TE	24



JOB CLASSIFICATIONS – TE			PAY GRADE	
Printing Technician	1		TE	5
	2	(A)	TE	9
		(B)	TE	14
(Restricted)	3		TE	15
(Restricted)	4		TE	25
Right-of-Way Officer	1	(A)	TE	17
		(B)	TE	19
	2		TE	23
Supervisor Highway Maintenance				
		(Restricted)	TE	22
Supply Technician	1		TE	16
(Restricted)	2		TE	18
(Restricted)	3		TE	23
Survey Technician	1		TE	16
(Restricted)	2	(A)	TE	18
		(B)	TE	20
(Restricted)	3		TE	22
Traffic & Engineering Technician				
	1		TE	16
(Restricted)	2		TE	19
(Restricted)	3		TE	22
(Restricted)	4	(A)	TE	24
		(B)	TE	26

**TECHNICAL CLASSIFICATION AND PAY PLAN - TE****BI-WEEKLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

	I	II	III	IV	V
TE 02					
Apr. 1/2021	\$1,153.03	\$1,173.44	\$1,193.94	\$1,214.48	\$1,245.21
Apr. 1/2022	\$1,170.33	\$1,191.04	\$1,211.85	\$1,232.70	\$1,263.89
Apr. 1/2023	\$1,205.44	\$1,226.77	\$1,248.21	\$1,269.68	\$1,301.81
Mar. 31/2024	\$1,211.47	\$1,232.90	\$1,254.45	\$1,276.03	\$1,308.32
TE 03					
Apr. 1/2021	\$1,173.44	\$1,193.94	\$1,214.48	\$1,245.21	\$1,276.01
Apr. 1/2022	\$1,191.04	\$1,211.85	\$1,232.70	\$1,263.89	\$1,295.15
Apr. 1/2023	\$1,226.77	\$1,248.21	\$1,269.68	\$1,301.81	\$1,334.00
Mar. 31/2024	\$1,232.90	\$1,254.45	\$1,276.03	\$1,308.32	\$1,340.67
TE 04					
Apr. 1/2021	\$1,193.94	\$1,214.48	\$1,245.21	\$1,276.01	\$1,306.67
Apr. 1/2022	\$1,211.85	\$1,232.70	\$1,263.89	\$1,295.15	\$1,326.27
Apr. 1/2023	\$1,248.21	\$1,269.68	\$1,301.81	\$1,334.00	\$1,366.06
Mar. 31/2024	\$1,254.45	\$1,276.03	\$1,308.32	\$1,340.67	\$1,372.89
TE 05					
Apr. 1/2021	\$1,214.48	\$1,245.21	\$1,276.01	\$1,306.67	\$1,337.40
Apr. 1/2022	\$1,232.70	\$1,263.89	\$1,295.15	\$1,326.27	\$1,357.46
Apr. 1/2023	\$1,269.68	\$1,301.81	\$1,334.00	\$1,366.06	\$1,398.18
Mar. 31/2024	\$1,276.03	\$1,308.32	\$1,340.67	\$1,372.89	\$1,405.17
TE 06					
Apr. 1/2021	\$1,245.21	\$1,276.01	\$1,306.67	\$1,337.40	\$1,368.13
Apr. 1/2022	\$1,263.89	\$1,295.15	\$1,326.27	\$1,357.46	\$1,388.65
Apr. 1/2023	\$1,301.81	\$1,334.00	\$1,366.06	\$1,398.18	\$1,430.31
Mar. 31/2024	\$1,308.32	\$1,340.67	\$1,372.89	\$1,405.17	\$1,437.46
TE 07					
Apr. 1/2021	\$1,276.01	\$1,306.67	\$1,337.40	\$1,368.13	\$1,409.09
Apr. 1/2022	\$1,295.15	\$1,326.27	\$1,357.46	\$1,388.65	\$1,430.23
Apr. 1/2023	\$1,334.00	\$1,366.06	\$1,398.18	\$1,430.31	\$1,473.14
Mar. 31/2024	\$1,340.67	\$1,372.89	\$1,405.17	\$1,437.46	\$1,480.51
TE 08					
Apr. 1/2021	\$1,306.67	\$1,337.40	\$1,368.13	\$1,409.09	\$1,450.17
Apr. 1/2022	\$1,326.27	\$1,357.46	\$1,388.65	\$1,430.23	\$1,471.92
Apr. 1/2023	\$1,366.06	\$1,398.18	\$1,430.31	\$1,473.14	\$1,516.08
Mar. 31/2024	\$1,372.89	\$1,405.17	\$1,437.46	\$1,480.51	\$1,523.66
TE 09					
Apr. 1/2021	\$1,337.40	\$1,368.13	\$1,409.09	\$1,450.17	\$1,491.10
Apr. 1/2022	\$1,357.46	\$1,388.65	\$1,430.23	\$1,471.92	\$1,513.47
Apr. 1/2023	\$1,398.18	\$1,430.31	\$1,473.14	\$1,516.08	\$1,558.87
Mar. 31/2024	\$1,405.17	\$1,437.46	\$1,480.51	\$1,523.66	\$1,566.66

	I	II	III	IV	V
TE 10					
Apr. 1/2021	\$1,368.13	\$1,409.09	\$1,450.17	\$1,491.10	\$1,545.66
Apr. 1/2022	\$1,388.65	\$1,430.23	\$1,471.92	\$1,513.47	\$1,568.84
Apr. 1/2023	\$1,430.31	\$1,473.14	\$1,516.08	\$1,558.87	\$1,615.91
Mar. 31/2024	\$1,437.46	\$1,480.51	\$1,523.66	\$1,566.66	\$1,623.99
TE 11					
Apr. 1/2021	\$1,409.09	\$1,450.17	\$1,491.10	\$1,545.66	\$1,597.54
Apr. 1/2022	\$1,430.23	\$1,471.92	\$1,513.47	\$1,568.84	\$1,621.50
Apr. 1/2023	\$1,473.14	\$1,516.08	\$1,558.87	\$1,615.91	\$1,670.15
Mar. 31/2024	\$1,480.51	\$1,523.66	\$1,566.66	\$1,623.99	\$1,678.50
TE 12					
Apr. 1/2021	\$1,450.17	\$1,491.10	\$1,545.66	\$1,597.54	\$1,651.89
Apr. 1/2022	\$1,471.92	\$1,513.47	\$1,568.84	\$1,621.50	\$1,676.67
Apr. 1/2023	\$1,516.08	\$1,558.87	\$1,615.91	\$1,670.15	\$1,726.97
Mar. 31/2024	\$1,523.66	\$1,566.66	\$1,623.99	\$1,678.50	\$1,735.60
TE 13					
Apr. 1/2021	\$1,491.10	\$1,545.66	\$1,597.54	\$1,651.89	\$1,706.17
Apr. 1/2022	\$1,513.47	\$1,568.84	\$1,621.50	\$1,676.67	\$1,731.76
Apr. 1/2023	\$1,558.87	\$1,615.91	\$1,670.15	\$1,726.97	\$1,783.71
Mar. 31/2024	\$1,566.66	\$1,623.99	\$1,678.50	\$1,735.60	\$1,792.63
TE 14					
Apr. 1/2021	\$1,545.66	\$1,597.54	\$1,651.89	\$1,706.17	\$1,774.35
Apr. 1/2022	\$1,568.84	\$1,621.50	\$1,676.67	\$1,731.76	\$1,800.97
Apr. 1/2023	\$1,615.91	\$1,670.15	\$1,726.97	\$1,783.71	\$1,855.00
Mar. 31/2024	\$1,623.99	\$1,678.50	\$1,735.60	\$1,792.63	\$1,864.28
TE 15					
Apr. 1/2021	\$1,597.54	\$1,651.89	\$1,706.17	\$1,774.35	\$1,843.09
Apr. 1/2022	\$1,621.50	\$1,676.67	\$1,731.76	\$1,800.97	\$1,870.74
Apr. 1/2023	\$1,670.15	\$1,726.97	\$1,783.71	\$1,855.00	\$1,926.86
Mar. 31/2024	\$1,678.50	\$1,735.60	\$1,792.63	\$1,864.28	\$1,936.49
TE 16					
Apr. 1/2021	\$1,651.89	\$1,706.17	\$1,774.35	\$1,843.09	\$1,923.35
Apr. 1/2022	\$1,676.67	\$1,731.76	\$1,800.97	\$1,870.74	\$1,952.20
Apr. 1/2023	\$1,726.97	\$1,783.71	\$1,855.00	\$1,926.86	\$2,010.77
Mar. 31/2024	\$1,735.60	\$1,792.63	\$1,864.28	\$1,936.49	\$2,020.82
TE 17					
Apr. 1/2021	\$1,706.17	\$1,774.35	\$1,843.09	\$1,923.35	\$2,003.51
Apr. 1/2022	\$1,731.76	\$1,800.97	\$1,870.74	\$1,952.20	\$2,033.56
Apr. 1/2023	\$1,783.71	\$1,855.00	\$1,926.86	\$2,010.77	\$2,094.57
Mar. 31/2024	\$1,792.63	\$1,864.28	\$1,936.49	\$2,020.82	\$2,105.04
TE 18					
Apr. 1/2021	\$1,774.35	\$1,843.09	\$1,923.35	\$2,003.51	\$2,083.72
Apr. 1/2022	\$1,800.97	\$1,870.74	\$1,952.20	\$2,033.56	\$2,114.98

	I	II	III	IV	V
Apr. 1/2023	\$1,855.00	\$1,926.86	\$2,010.77	\$2,094.57	\$2,178.43
Mar. 31/2024	\$1,864.28	\$1,936.49	\$2,020.82	\$2,105.04	\$2,189.32
TE 19					
Apr. 1/2021	\$1,843.09	\$1,923.35	\$2,003.51	\$2,083.72	\$2,164.03
Apr. 1/2022	\$1,870.74	\$1,952.20	\$2,033.56	\$2,114.98	\$2,196.49
Apr. 1/2023	\$1,926.86	\$2,010.77	\$2,094.57	\$2,178.43	\$2,262.38
Mar. 31/2024	\$1,936.49	\$2,020.82	\$2,105.04	\$2,189.32	\$2,273.69
TE 20					
Apr. 1/2021	\$1,923.35	\$2,003.51	\$2,083.72	\$2,164.03	\$2,255.69
Apr. 1/2022	\$1,952.20	\$2,033.56	\$2,114.98	\$2,196.49	\$2,289.53
Apr. 1/2023	\$2,010.77	\$2,094.57	\$2,178.43	\$2,262.38	\$2,358.22
Mar. 31/2024	\$2,020.82	\$2,105.04	\$2,189.32	\$2,273.69	\$2,370.01
TE 21					
Apr. 1/2021	\$2,003.51	\$2,083.72	\$2,164.03	\$2,255.69	\$2,347.30
Apr. 1/2022	\$2,033.56	\$2,114.98	\$2,196.49	\$2,289.53	\$2,382.51
Apr. 1/2023	\$2,094.57	\$2,178.43	\$2,262.38	\$2,358.22	\$2,453.99
Mar. 31/2024	\$2,105.04	\$2,189.32	\$2,273.69	\$2,370.01	\$2,466.26
TE 22					
Apr. 1/2021	\$2,083.72	\$2,164.03	\$2,255.69	\$2,347.30	\$2,450.47
Apr. 1/2022	\$2,114.98	\$2,196.49	\$2,289.53	\$2,382.51	\$2,487.23
Apr. 1/2023	\$2,178.43	\$2,262.38	\$2,358.22	\$2,453.99	\$2,561.85
Mar. 31/2024	\$2,189.32	\$2,273.69	\$2,370.01	\$2,466.26	\$2,574.66
TE 23					
Apr. 1/2021	\$2,164.03	\$2,255.69	\$2,347.30	\$2,450.47	\$2,553.61
Apr. 1/2022	\$2,196.49	\$2,289.53	\$2,382.51	\$2,487.23	\$2,591.91
Apr. 1/2023	\$2,262.38	\$2,358.22	\$2,453.99	\$2,561.85	\$2,669.67
Mar. 31/2024	\$2,273.69	\$2,370.01	\$2,466.26	\$2,574.66	\$2,683.02
TE 24					
Apr. 1/2021	\$2,255.69	\$2,347.30	\$2,450.47	\$2,553.61	\$2,656.74
Apr. 1/2022	\$2,289.53	\$2,382.51	\$2,487.23	\$2,591.91	\$2,696.59
Apr. 1/2023	\$2,358.22	\$2,453.99	\$2,561.85	\$2,669.67	\$2,777.49
Mar. 31/2024	\$2,370.01	\$2,466.26	\$2,574.66	\$2,683.02	\$2,791.38
TE 25					
Apr. 1/2021	\$2,347.30	\$2,450.47	\$2,553.61	\$2,656.74	\$2,759.76
Apr. 1/2022	\$2,382.51	\$2,487.23	\$2,591.91	\$2,696.59	\$2,801.16
Apr. 1/2023	\$2,453.99	\$2,561.85	\$2,669.67	\$2,777.49	\$2,885.19
Mar. 31/2024	\$2,466.26	\$2,574.66	\$2,683.02	\$2,791.38	\$2,899.62
TE 26					
Apr. 1/2021	\$2,450.47	\$2,553.61	\$2,656.74	\$2,759.76	\$2,862.97
Apr. 1/2022	\$2,487.23	\$2,591.91	\$2,696.59	\$2,801.16	\$2,905.91
Apr. 1/2023	\$2,561.85	\$2,669.67	\$2,777.49	\$2,885.19	\$2,993.09
Mar. 31/2024	\$2,574.66	\$2,683.02	\$2,791.38	\$2,899.62	\$3,008.06
TE 27					
Apr. 1/2021	\$2,553.61	\$2,656.74	\$2,759.76	\$2,862.97	\$2,966.00

	I	II	III	IV	V
Apr. 1/2022	\$2,591.91	\$2,696.59	\$2,801.16	\$2,905.91	\$3,010.49
Apr. 1/2023	\$2,669.67	\$2,777.49	\$2,885.19	\$2,993.09	\$3,100.80
Mar. 31/2024	\$2,683.02	\$2,791.38	\$2,899.62	\$3,008.06	\$3,116.30
TE 28					
Apr. 1/2021	\$2,656.74	\$2,759.76	\$2,862.97	\$2,966.00	\$3,080.58
Apr. 1/2022	\$2,696.59	\$2,801.16	\$2,905.91	\$3,010.49	\$3,126.79
Apr. 1/2023	\$2,777.49	\$2,885.19	\$2,993.09	\$3,100.80	\$3,220.59
Mar. 31/2024	\$2,791.38	\$2,899.62	\$3,008.06	\$3,116.30	\$3,236.69
TE 29					
Apr. 1/2021	\$2,759.76	\$2,862.97	\$2,966.00	\$3,080.58	\$3,206.73
Apr. 1/2022	\$2,801.16	\$2,905.91	\$3,010.49	\$3,126.79	\$3,254.83
Apr. 1/2023	\$2,885.19	\$2,993.09	\$3,100.80	\$3,220.59	\$3,352.47
Mar. 31/2024	\$2,899.62	\$3,008.06	\$3,116.30	\$3,236.69	\$3,369.23
TE 30					
Apr. 1/2021	\$2,918.30	\$3,036.24	\$3,153.99	\$3,271.93	\$3,389.68
Apr. 1/2022	\$2,962.07	\$3,081.78	\$3,201.30	\$3,321.01	\$3,440.53
Apr. 1/2023	\$3,050.93	\$3,174.23	\$3,297.34	\$3,420.64	\$3,543.75
Mar. 31/2024	\$3,066.18	\$3,190.10	\$3,313.83	\$3,437.74	\$3,561.47

## **APPENDIX 3 - TECHNICAL AND SERVICE BARGAINING UNIT (TS)**

### **(G) TRADES CLASSIFICATION AND PAY PLAN (TR)**

#### **ARTICLE TR1 - HOURS OF WORK**

##### **TR1.01 Hours of Work**

The normal work week shall be forty (40) hours per week exclusive of meal breaks.

##### **TR1.02 Variance in Hours**

The Employer may vary the scheduled hours and days of work in a position, the duties and nature of which require varied hours and days of work.

##### **TR1.03 Posting of Shift Schedules**

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article TR 1.07.

##### **TR1.04 Exchange of Shifts**

Provided sufficient advance notice is given and with approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

##### **TR1.05 No Guarantee of Hours**

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

##### **TR1.06 Work Schedules**

The Employer will endeavor, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.

##### **TR1.07 No Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period.

##### **TR1.08 Rotation of Shifts**

Employees required to work rotating shifts shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.

#### **TR1.09 Rest Periods**

Employees scheduled to work eight (8) hour shifts shall be entitled to two (2) rest periods per shift totaling not more than thirty (30) minutes.

Employees scheduled to work twelve (12) hour shifts shall be entitled to three (3) rest periods per shift totaling not more than forty-five (45) minutes.

### **ARTICLE TR2 PAY**

#### **TR2.01 Pay**

Employees in the Trades bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

### **ARTICLE TR3 WASH-UP TIME**

#### **TR3.01 Wash-Up Time**

Where there is a clear cut need, wash-up time to a maximum of fifteen (15) minutes shall be permitted immediately before the end of a shift.

### **ARTICLE TR4 CLOTHING ALLOWANCE**

#### **TR4.01 Uniforms**

Where employees are required to wear uniforms, such uniforms shall be provided by the Employer. Uniforms may be worn traveling to and from work.

#### **TR4.02 Protective Clothing**

Where conditions of employment are such that an employee's clothing may be unreasonably soiled or where the employee's clothing may be damaged, the Employer shall provide protective clothing in the form of smocks or coveralls.

**JOB CLASSIFICATIONS – TR****PAY GRADE**

Supervisor, Trades	TR	20
Inspector, Trades	TR	19
Foreperson, Trades	TR	15
Plumber	TR	14
Steamfitter/Welder	TR	14
Electrician	TR	14
Sprinkler System Installer	TR	14
Sheet Metal Worker	TR	14
Carpenter	TR	11
Painter (Drywall Taper/Finisher)	TR	6
Labourer/Driver	TR	1
Bricklayer/Mason	TR	11



**TRADES CLASSIFICATION AND PAY PLAN - TR**  
**HOURLY RATES EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2024**

---

	I	II	III
TR 01			
Apr. 1/2021	\$20.99	\$21.61	\$22.23
Apr. 1/2022	\$21.30	\$21.93	\$22.56
Apr. 1/2023	\$21.94	\$22.59	\$23.24
Mar. 31/2024	\$22.05	\$22.70	\$23.36
TR 02			
Apr. 1/2021	\$21.61	\$22.23	\$22.87
Apr. 1/2022	\$21.93	\$22.56	\$23.21
Apr. 1/2023	\$22.59	\$23.24	\$23.91
Mar. 31/2024	\$22.70	\$23.36	\$24.03
TR 03			
Apr. 1/2021	\$22.23	\$22.87	\$23.55
Apr. 1/2022	\$22.56	\$23.21	\$23.90
Apr. 1/2023	\$23.24	\$23.91	\$24.62
Mar. 31/2024	\$23.36	\$24.03	\$24.74
TR 04			
Apr. 1/2021	\$22.87	\$23.55	\$24.23
Apr. 1/2022	\$23.21	\$23.90	\$24.59
Apr. 1/2023	\$23.91	\$24.62	\$25.33
Mar. 31/2024	\$24.03	\$24.74	\$25.46
TR 05			
Apr. 1/2021	\$23.55	\$24.23	\$24.94
Apr. 1/2022	\$23.90	\$24.59	\$25.31
Apr. 1/2023	\$24.62	\$25.33	\$26.07
Mar. 31/2024	\$24.74	\$25.46	\$26.20
TR 06			
Apr. 1/2021	\$24.23	\$24.94	\$25.66
Apr. 1/2022	\$24.59	\$25.31	\$26.04
Apr. 1/2023	\$25.33	\$26.07	\$26.82
Mar. 31/2024	\$25.46	\$26.20	\$26.95
TR 07			
Apr. 1/2021	\$24.94	\$25.66	\$26.38
Apr. 1/2022	\$25.31	\$26.04	\$26.78
Apr. 1/2023	\$26.07	\$26.82	\$27.58
Mar. 31/2024	\$26.20	\$26.95	\$27.72
TR 08			
Apr. 1/2021	\$25.66	\$26.38	\$27.16
Apr. 1/2022	\$26.04	\$26.78	\$27.57
Apr. 1/2023	\$26.82	\$27.58	\$28.40
Mar. 31/2024	\$26.95	\$27.72	\$28.54

	I	II	III
TR 09			
Apr. 1/2021	\$26.38	\$27.16	\$27.94
Apr. 1/2022	\$26.78	\$27.57	\$28.36
Apr. 1/2023	\$27.58	\$28.40	\$29.21
Mar. 31/2024	\$27.72	\$28.54	\$29.36
TR 10			
Apr. 1/2021	\$27.16	\$27.94	\$28.77
Apr. 1/2022	\$27.57	\$28.36	\$29.20
Apr. 1/2023	\$28.40	\$29.21	\$30.08
Mar. 31/2024	\$28.54	\$29.36	\$30.23
TR 11			
Apr. 1/2021	\$27.94	\$28.77	\$29.60
Apr. 1/2022	\$28.36	\$29.20	\$30.04
Apr. 1/2023	\$29.21	\$30.08	\$30.94
Mar. 31/2024	\$29.36	\$30.23	\$31.09
TR 12			
Apr. 1/2021	\$28.77	\$29.60	\$30.45
Apr. 1/2022	\$29.20	\$30.04	\$30.91
Apr. 1/2023	\$30.08	\$30.94	\$31.84
Mar. 31/2024	\$30.23	\$31.09	\$32.00
TR 13			
Apr. 1/2021	\$29.60	\$30.45	\$31.34
Apr. 1/2022	\$30.04	\$30.91	\$31.81
Apr. 1/2023	\$30.94	\$31.84	\$32.76
Mar. 31/2024	\$31.09	\$32.00	\$32.92
TR 14			
Apr. 1/2021	\$30.45	\$31.34	\$32.27
Apr. 1/2022	\$30.91	\$31.81	\$32.75
Apr. 1/2023	\$31.84	\$32.76	\$33.73
Mar. 31/2024	\$32.00	\$32.92	\$33.90
TR 15			
Apr. 1/2021	\$31.34	\$32.27	\$33.17
Apr. 1/2022	\$31.81	\$32.75	\$33.67
Apr. 1/2023	\$32.76	\$33.73	\$34.68
Mar. 31/2024	\$32.92	\$33.90	\$34.85
TR 16			
Apr. 1/2021	\$32.27	\$33.17	\$34.15
Apr. 1/2022	\$32.75	\$33.67	\$34.66
Apr. 1/2023	\$33.73	\$34.68	\$35.70
Mar. 31/2024	\$33.90	\$34.85	\$35.88
TR 17			
Apr. 1/2021	\$33.17	\$34.15	\$35.15
Apr. 1/2022	\$33.67	\$34.66	\$35.68

	I	II	III
Apr. 1/2023	\$34.68	\$35.70	\$36.75
Mar. 31/2024	\$34.85	\$35.88	\$36.93
TR 18			
Apr. 1/2021	\$34.15	\$35.15	\$36.14
Apr. 1/2022	\$34.66	\$35.68	\$36.68
Apr. 1/2023	\$35.70	\$36.75	\$37.78
Mar. 31/2024	\$35.88	\$36.93	\$37.97
TR 19			
Apr. 1/2021	\$35.15	\$36.14	\$37.22
Apr. 1/2022	\$35.68	\$36.68	\$37.78
Apr. 1/2023	\$36.75	\$37.78	\$38.91
Mar. 31/2024	\$36.93	\$37.97	\$39.10
TR 20			
Apr. 1/2021	\$36.14	\$37.22	\$38.28
Apr. 1/2022	\$36.68	\$37.78	\$38.85
Apr. 1/2023	\$37.78	\$38.91	\$40.02
Mar. 31/2024	\$37.97	\$39.10	\$40.22
TR 21			
Apr. 1/2021	\$37.22	\$38.28	\$39.40
Apr. 1/2022	\$37.78	\$38.85	\$39.99
Apr. 1/2023	\$38.91	\$40.02	\$41.19
Mar. 31/2024	\$39.10	\$40.22	\$41.40

The text set out in Appendix 4 below is the LTD Plan Text, as amended December 31, 2015. 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; Public Service Commission (Employee Relations) or NSGEU. **Please refer to the following link to review the current plan text:** <http://www.nsps-ltd.com/plandocument.html>

#### APPENDIX 4 – LONG TERM DISABILITY PLAN

1. In this Plan,
  - (a) "administrator" means the Plan Administrator appointed by the Trustees to administer the Plan;
  - (b) "disability"/"disabled" means the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 80% of the current rate of the position, class and step he/she held prior to disability;
    - (ba) “disability”/“disabled” means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 24 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 75% of the current rate of the position, class and step he/she held prior to disability;
  - (c)
    - (i) “elimination period” means 100 consecutive lost work days due to the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation. Provided however, that a return to work shall not be considered a break in consecutive lost work days if:
      - (a) within 30 consecutive work days of returning to work, the employee becomes unable to work because of the same or related illness or injury; or,
      - (b) within 3 months of returning to work on a trial basis approved by the employer and, if applicable, the responsible employer/union committee, the employee becomes unable to work because of the same or related illness or injury, provided further that the days worked on a return shall not be counted as part of the 100 consecutive lost work days;
    - (ii) “elimination period” for part-time Civil Service bargaining unit employees and eligible part-time non- bargaining unit employees means twenty (20) consecutive calendar weeks of lost work due to the complete inability of an employee, because of illness or injury, to

perform the regular duties of his/her occupation, and it will consist of a period of consecutive and continuous sick leave, paid and unpaid where applicable, due to the same or related causes. Provided however, that a return to work shall not be considered a break in consecutive lost work weeks if:

- (a) within 6 consecutive work weeks of returning to work, the employee becomes unable to work because of the same or related illness or injury; or,
  - (b) within 3 months of returning to work on a trial basis approved by the employer and, if applicable, the responsible employer/union committee, the employee becomes unable to work because of the same or related illness or injury, provided further that the days worked on a return shall not be counted as part of the 20 consecutive calendar weeks of lost work;
- (d) “employee” means an insured under the Plan;
  - (e) “employer” means the employer of the employee;
  - (f) "normal salary" (for all employees other than relief employees) means an employee's regular bi-weekly salary, immediately prior to disability, including any educational premium or unit premium received by the employee;
    - (fa) “normal salary” for relief employees means the average bi-weekly salary received in the twenty-six bi-weekly pay periods immediately preceding the date of disability plus any increments up to the last day of the elimination period;
  - (g) "Plan" means the Nova Scotia Public Service Long Term Disability Plan;
  - (h) “Plan Sponsors” means the Province of Nova Scotia and the Nova Scotia Government and General Employees Union;
  - (i) "regular duties" means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
  - (j) "rehabilitation employment program" means a mandatory program, as contained in the Guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment;
  - (k) "Trustees" means the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan;
  - (l) “relief employee” means a relief employee as defined in a Memorandum of Agreement dated December 23, 2009 who pursuant to said Agreement has achieved term relief status or permanent relief status; (*Amended April 1, 2010*)
2. In this Plan,
- (1) words importing male persons include female persons and corporations;
  - (2) words in the singular include the plural, and words in the plural include the singular.

## **ADJUDICATION RIGHT OF REVIEW**

3. (1) When the Administrator has ruled that an employee is not disabled, said decision may not be challenged by an action in the courts, and may only be appealed through the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan, who will be responsible to schedule an appeal hearing in accordance with Section 3(3); *(Amended, July 18, 2007)*
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review;
- (3) An Appeal System has been established with the following provisions:
  - (a) the appeal will be limited to determining whether or not the employee is disabled, as defined herein; *(Amended, July 18, 2007)*
  - (b) the appeal will be heard by an Appeal Board established by the Board of Trustees; *(Amended, July 18, 2007)*
  - (c) the appeal will be conducted pursuant to the Guidelines established by the Board of Trustees pursuant to this Plan; *(Amended, July 18, 2007)*
  - (d) the employee shall bear his or her own costs of the appeal; however, if the appeal is successful, the employee shall receive costs as permitted by the Appeal Guidelines; *(Amended, July 18, 2007)*
  - (e) any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Administrator; *(Amended, July 18, 2007)*
- (4) No legal action for judicial review of an appeal decision pursuant to Sections 3 (1), (2) and (3) or for any other dispute relating to this Plan may be brought more than one year after benefits have been denied.

## **ELIGIBILITY FOR BENEFITS**

4. (1) Subject to subsection (4), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period;
- (2) If the Administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program, he/she shall receive benefits as provided in Section 5(3);
- (3) An employee may be required by the Administrator to be assessed in accordance with the Guidelines made pursuant to this Plan, and may be required by the Administrator to participate in a Rehabilitation Employment Program in accordance with the Guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits;
- (4) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless:
  - (a) the later disability is for causes unrelated to the prior disability; or,

- (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for 60 consecutive work days or more before the related disability recurred (12 consecutive calendar weeks for part-time and relief employees);
- (5) For greater certainty, where, pursuant to subsection 4(4), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted;
- (6) No benefits shall be payable under the Plan because of:
  - (a) disability suffered in the course of voluntarily participating in the commission of a crime;
  - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
  - (c) intentional self inflicted disability, or attempted self destruction;
  - (d) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
  - (e) pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;
  - (f) disability which arose out of and in the course of employment and is deemed to result in a total loss of earnings capacity by the Workers' Compensation Board;
  - (g) disability due to illness or injury which occurred after the employee was placed on layoff status;
  - (h) a disability commencing within the first 12 months of the effective date of coverage if the disability is directly or indirectly the result of an illness or injury for which medical treatment, services or supplies were received in the 90 day period prior to the effective date of coverage;
- (7) No benefits shall be payable under the Plan where:
  - (a) the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator;
  - (b) the employee refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if the employee refuses to participate in a Rehabilitation Employment Program approved by the Administrator, unless the Administrator determines otherwise;
  - (c) no benefits shall be payable under the Plan while the employee is incarcerated for a criminal offence.

## AMOUNT OF COVERAGE

5. (1) (a) the bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her normal salary to a maximum benefit of \$2,000.00 bi-weekly;
  - (b) for employees whose elimination period commences on or after May 1, 2002, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's normal salary to a maximum benefit of \$3,000.00 bi-weekly;
  - (c) for employees whose elimination period commences on or after January 1, 2009, the bi-weekly benefit for an employee covered by this agreement shall be, for the first three years of benefits, 65% of the employee's normal salary to a maximum benefit of \$4,375.00 bi-weekly, and thereafter, 70% of the employee's normal salary to a maximum benefit of \$4,711.54 bi-weekly; *(Amended January 1, 2009)*
- (2) Employee and Employer contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under the Plan;
  - (3) The benefit for an employee, who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay;
    - (a) for employees whose elimination period commences on or after January 1, 2009, the benefit for an employee who is receiving income under a recognized rehabilitation employment program shall be reduced by an amount equal to, for the first five years of benefits, 50% of the income received, and thereafter, 35% of income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay; *(Amended January 1, 2009)*
  - (4) Increases to benefits under this Plan to reflect cost of living increases shall be determined as follows:
    - (a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;
    - (b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;
    - (c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;
    - (d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-months period ending October 31st, based on the figures as published by Statistics Canada for that period;



- (5) The benefits shall cease at the earliest of:
- (a) the last day of the month in which the employee attains 65 years of age;
  - (b) returning to work;
  - (c) death of the employee;
  - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan;
  - (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act;
- (6) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:
- (a) the last day of the month during which the employee attains the age of 60 years;
  - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
  - (c) the date the employee returns to work;
  - (d) the date of death of the employee;
  - (e) the date the employee is no longer qualified as disabled as defined in this Plan;
- (7) For employees whose elimination period commences on or after January 1, 2009 and ends before or on the day they turn the age of 63 years, the benefits shall cease the earliest of:
- (a) the last day of the month during which the employee attains the age of 65 years;
  - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
  - (c) the date the employee returns to work;
  - (d) the date of death of the employee;
  - (e) the date the employee is no longer qualified as disabled as defined in this Plan;  
*(Amended January 1, 2009)*
- (8) For employees whose elimination period commences on or after January 1, 2009 and ends after they turn the age of 63 years, the benefits shall cease at the earliest of:
- (a) the last day of the month two years after the end of the elimination period;
  - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;

- (c) the date the employee returns to work;
  - (d) the date of death of the employee;
  - (e) the date the employee is no longer qualified as disabled as defined in this Plan; (*Amended January 1, 2009*)
- (9) Despite subsection (3) in the case of employees:
- (a) covered by the Interim Memorandum of Agreement between the Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and,
  - (b) who are not members of NSGEU but who are, by agreement by the Plan Sponsors, in the same situation as those referred to in (a); and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:
    - (i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and,
    - (ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits;
6. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement under the Canada Pension Plan, excluding children's benefits and excluding the indexing added to the said entitlement after December 31, 2005; (*Amended May 24, 2006, effective January 1, 2006*)
  - (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the Employer;
  - (3) the amount of income received from rehabilitative employment in accordance with subsection (3) or (3) (a) of Section 5; (*Amended January 1, 2009*)
  - (4) the amount of Workers' Compensation payments, where an employee is deemed to have a partial loss of earnings capacity by the Workers' Compensation Board, except permanent partial disability awards that are not included in the Earnings Replacement Benefit calculation;
  - (5) the amount of benefits payable from any disability plan sponsored by any employer in relation to the same employment covered under this Plan;
  - (6) the amount of income received by an employee from any employment including self employment;

- (7) the amount of earnings (including earnings capacity) recovered through a legally enforceable cause of action against some other person or corporation, including the employee's motor vehicle insurer under the Section D or SEF 44 coverage;
7. For employees whose elimination period commences on or after January 1, 2009, if the employee's bi-weekly benefit, plus his income from all sources specified under Section 6, for the first five years of benefits herein, exceeds 80% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit), and thereafter, exceeds 90% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit) his benefit will be reduced by such excess amount.  
*(Amended June 22, 2017)*

#### **TERMINATION OF AN EMPLOYEE'S COVERAGE**

8. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
  - (1) the date the employee occupies a position that is not eligible for coverage;
  - (2) the date of the employee's termination of employment;
  - (3) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;  
*(Amended January 1, 2009)*
9. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions. Where the employee does not make his/her required contributions, coverage will be suspended during the period of authorized leave and all terms, conditions and exclusions applicable to a new employee will apply when the employee returns to work, with the first day worked being deemed as the date of hire for the purpose of interpreting this Plan.

#### **AMENDMENTS**

10.
  - (1) This Plan may be amended from time to time by the Plan Sponsors, after consultation with the Trustees;
  - (2) The Administrator shall consistently apply the Plan in accordance with the Guidelines made pursuant to the Plan;
  - (3) The Trustees shall make guidelines for the purpose of administration of the Plan respecting:
    - (a) rehabilitation employment programs;
    - (b) medical assessments;

and may make guidelines respecting such other matters as are necessary, in the opinion of the Trustees, to administer the Plan;

The Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees.

## TERMINATION OF THE PLAN

11. In the event that the Plan is terminated, all contributions or benefits shall cease and the Fund will be disposed of in the following manner:
- (a) all employees who are on short term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Sections 4 & 5 will have their benefits, at the level in force at the time of Plan termination, purchased from an insurance company under a single premium non participating closed group long term disability contract, if such a contract is then available from an insurance company;
  - (b) if the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employee bears to the total cost of the full benefits for all such employees;
  - (c) if a single premium non participating closed group Long Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Sections 4 & 5, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
  - (d) if the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Sections 4 & 5 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;
  - (e) any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the Plan except that the recovery of a disabled employee receiving benefit under Section 4 shall terminate his/her entitlement to such benefit;
  - (f) any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government and General Employees Union.

## SUBROGATION

12. (1) Where a long term disability benefit is payable for an injury or illness for which any third party, including the employee's motor vehicle insurer under the Section D or SEF 44 coverage, is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee, including the Estate of the employee, against the third party, to recover damages in respect of the injury or death, and may maintain an action in the name of such employee, or the Estate of the employee, against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to:
- (a) payment of the costs actually incurred in respect of the action, and reimbursement to the Trustees of any disability benefits paid, and the balance, if any shall be paid to the employee whose rights were subrogated;
  - (b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein;

- (c) an employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation, including but not limited to entering into subrogation agreements prescribed by the Guidelines made pursuant to this Plan.

THIS AGREEMENT dated as of the 31<sup>st</sup> day of December, 2015.

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE  
OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER  
RESPONSIBLE FOR THE ADMINISTRATION OF THE CIVIL  
SERVICE ACT

(hereinafter referred to as the "Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES  
UNION

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union (the "Parties") have agreed to and have participated in the long-term disability plan entitled the Nova Scotia Public Service Long Term Disability Plan (the "Plan").

AND WHEREAS the Parties may amend the Plan from time to time.

AND WHEREAS the Parties have agreed that, as part of several amendments to the Plan, paragraphs 3, 4(1), 4(2), 5(1), 5 (2)(a), 8(2)(a), 8(3), 8(4), 8(5), 14 and 15 should be deleted from the Plan with revised and updated versions of same being covered in a separate agreement between the Parties bearing even date.

ANDWHEREAS the Parties have agreed to make further amendments to the Plan.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1) That the Plan shall be amended to be the Plan as set out in Schedule "A" attached hereto.

Signed this <sup>7<sup>th</sup></sup> day of March, 2018

Lisa Bouchard  
Witness

) NOVA SCOTIA GOVERNMENT AND  
) GENERAL EMPLOYEES UNION  
) [Signature]  
) \_\_\_\_\_  
)  
)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Woodworth  
Witness

) HER MAJESTY THE QUEEN IN THE  
) RIGHT OF THE PROVINCE OF NOVA  
) SCOTIA AS REPRESENTED BY THE  
) MINISTER RESPONSIBLE FOR THE  
) ADMINISTRATION OF THE CIVIL  
) SERVICE ACT  
) [Signature]  
) \_\_\_\_\_  
)

THIS AGREEMENT dated as of the 31<sup>st</sup> day of December, 2015

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE  
OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER  
RESPONSIBLE FOR THE ADMINISTRATION OF THE CIVIL  
SERVICE ACT

(hereinafter referred to as the "Employer")

-and-

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES  
UNION

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union (the "Parties") have agreed to and have participated in the long-term disability plan entitled the Nova Scotia Public Service Long Term Disability Plan (the "Plan").

AND WHEREAS the Parties may amend the Plan from time to time.

AND WHEREAS a true copy of the Plan is attached hereto as Schedule "A".

AND WHEREAS the Parties have agreed that, as part of several amendments to the Plan, paragraphs 3, 4(1), 4(2), 5(1), 5 (2)(a), 8(2)(a), 8(3), 8(4), 8(5), 14 and 15 should be deleted from the Plan, with revised and updated versions of these paragraphs being covered in this separate agreement between the Parties in substitution for the above-referenced deletions from the Plan.

AND WHEREAS the Parties agree that in this Agreement, "Trust Agreement" means the trust agreement between the Parties concerning the Plan and "Trustees" means the trustees appointed pursuant to the Trust Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1) That the Plan applies to:



(a) employees as defined in the Civil Service Collective Bargaining Act, as amended and all other Nova Scotia Government and General Employees Union members who are insured under the Plan;

(b) all employees of all employers who sign a participation agreement pursuant to the Trust Agreement, as amended;

2) The employees referred to in paragraphs 1(a) herein shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. The employees referred to in paragraphs 1(b) herein shall be covered under the Plan as determined by the Trustees.

3) That participation in the Plan shall be a condition of employment for all employees, groups or persons referred to in paragraph 1 herein, and that to the extent required, the Trustees of the Plan shall be directed to ensure that mandatory participation in the Plan is a term of participation agreements pursuant to the Trust Agreement, as amended.

4) (1) The Plan will be funded from:

(a) the monies in the Premium Stabilization Fund as of creation of the Plan in 1985;

(b) 10/12ths of the premium reductions from the Employment Insurance Commission, shared equally between the Employer and the employees;

(c) income accruing to the Fund;

(d) contributions to the Fund by employees, defined in paragraph 1(a), which will be shared equally with the employee and the employer each contributing 0.82% of the employee's normal salary, to a maximum normal bi-weekly salary of \$6,730.77;

(e) contributions in respect of persons entering the Plan under paragraph 1(b), with such rates of contribution being determined by the said Trustees.

(2) Funds referred to in paragraph 4 (1) (b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties.

## **\*APPENDIX 5 – DEPARTMENTS, AGENCIES, BOARDS, & COMMISSIONS**

### **DEPARTMENTS**

Advanced Education

Agriculture

Communities, Culture, Tourism and Heritage

Community Services

Economic Development

Education and Early Childhood Development

Energy and Mines

Environment and Climate Change

Finance and Treasury Board

Fisheries and Aquaculture

Health and Wellness

Intergovernmental Affairs

Justice

Labour Skills and Immigration

Municipal Affairs and Housing

Natural Resources and Renewables

Public Service Commission

Public Works

Seniors and Long-term Care

Service Nova Scotia and Internal Services

## **AGENCIES, BOARDS, & COMMISSIONS**

Acadian and Francophonie Affairs  
African Nova Scotian Affairs  
Advisory Council on the Status of Women  
Alcohol and Gaming Authority  
Chief Information Office  
Communications Nova Scotia  
Disabled Persons Commission  
Elections Nova Scotia  
Emergency Management Office  
Executive Council Office  
Gaelic Affairs  
Government House  
Human Rights Commission  
Medical Examiner Service  
Nova Scotia Home for Colored Children Restorative Inquiry  
Office of the Auditor General  
Office of Equity and Anti-Racism Initiatives  
Office of Immigration  
Office of the Legislative Counsel  
Office of L'nu Affairs  
Office of the Ombudsman  
Office of the Police Complaints Commission  
Office of the Premier  
Office of Regulatory Affairs and Service Effectiveness  
Office of the Speaker  
Public Prosecution Service  
Securities Commission  
Utility and Review Board  
Workers' Compensation Appeals Tribunal  
Youth Secretariat

**APPENDIX 6 – REGIONS PURSUANT TO ARTICLE 37:**

REGION	COUNTIES INCLUDED
Cape Breton	Cape Breton Inverness Richmond Victoria
Central	Halifax Hants
Eastern	Antigonish Guysborough Pictou
Northern	Colchester Cumberland
Southern	Lunenburg Queens Shelburne Yarmouth
Valley	Annapolis Digby Kings

## **APPENDIX 7 – PART-TIME EMPLOYEES CREDIT FOR PRIOR NON-CIVIL SERVICE EMPLOYMENT**

The parties hereby agree that, effective October 6, 1989:

Employees eligible for civil service part-time appointment effective January 1, 1988, pursuant to the provisions of the existing collective agreement, will be credited with service for the unbroken non-civil service employment in Departments, Boards, Commissions and Agencies that would not otherwise be credited under the provisions of the collective agreement and is within the meaning of part-time employment under the collective agreement.

## APPENDIX 8 – MOA REMOVAL EXPENSE

### Memorandum of Agreement

#### “REMOVAL EXPENSE”

Between: Her Majesty the Queen in the right of the Province represented in this behalf by the Nova Scotia Public Service Commission (hereinafter referred to as the “Employer”)

- and -

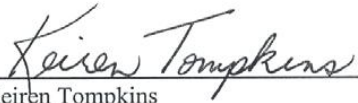
The Nova Scotia Government & General Employees Union (hereinafter referred to as the “Union”.)

The signatories to this Agreement hereby agree the attached Memorandum shall form part of the Civil Service Master Agreement effective April 1, 2004 - March 31, 2007 and shall remain in force and effect until amended, replaced or revoked by the parties in writing.

Signed on Behalf of the Union:

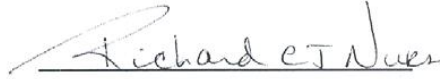


Joan Jessome, President  
Nova Scotia Government & General  
Employees Union

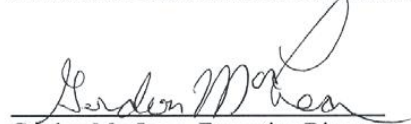


Keiren Tompkins  
Director of Negotiations and Servicing  
Nova Scotia Government & General  
Employees Union

Signed on behalf of the Employer:



Richard (Rick) C. J. Nurse, M.H.Sc.  
Commissioner  
Nova Scotia Public Service Commission



Gordon MacLean, Executive Director  
Employee Relations & Compensation  
Nova Scotia Public Service Commission

PROVINCE OF NOVA SCOTIA

“REMOVAL EXPENSE MEMORANDUM”

APPLIES TO THE CIVIL SERVICE AGREEMENT

DEFINITIONS

- 1.1 Except as herein provided words and phrases shall have the same meaning as in temporarily working of the Collective Agreement.
- 1.2 “day” means calendar day;
- 1.3 “Deputy Head” has the same meaning as this expression has under the *Civil Service Act*:
- 1.4 “Dependent” means
- 1.4.1 the spouse of an employee
  - 1.4.2 an Employee’s child who has not passed their 19<sup>th</sup> birthday, or in respect of whom the employee is entitled to an exemption under the *Income Tax Act*;
  - 1.4.3 any other relative of an employee who is a member of the employee’s household who is dependent of them for support by reason of incapacity of ill health, provided the employee certifies that they are entitled to an exemption for this.
- 1.5 “Place of Duty” means the location of the official station or headquarters at or from which an employee ordinarily performs their duties;
- 1.6 “Transfer” means the movement of an employee from one place of duty to another place of duty.
- 1.7 “Removal Expense” means the cost incurred by an employee, who has been transferred, to effect the transfer.
- 1.8 “Household Effects” means the furniture, household equipment and personal effects of an employee and their dependents used in the regular dwelling, but excludes livestock, lumber, heavy equipment or similar items, and any items used in connection with a secondary source of family income.

GENERAL POLICY

- 2.1 No Minister, Deputy Minister nor Departmental Official shall make any commitment to any employee which contravenes the terms and conditions set out in this Memorandum.
- 2.2 In any transfer or relocation, the objective is to relocate the employee in the most efficient manner that is at the most reasonable cost to the Employer, and having the minimum detrimental effect of the employee.

2.3 For any transfer, the terms and conditions of reimbursement are to be discussed with the employee at the time of their notification of transfer, and are to comply with this Memorandum.

2.4 Under the terms of this memorandum, there is a minimum distance qualification which governs the eligibility of an employee for reimbursement of removal expenses. Generally, expenses will not be paid where the old and new places of duty are within the same metropolitan area or are within reasonable commuting distance of each other.

Moving expenses shall not be paid unless:

- (a) the new place of duty is outside a radius of 32 kilometres (20 miles) from the old place of duty, and
- (b) the new residence is outside a radius of 32 kilometres (20 miles) from the old residence.

2.5 The Employer shall pay removal expenses, including disconnecting and reconnecting services, for a mobile home provided the total costs of such does not exceed the cost of comparable removal expenses involving conventional housing.

2.6 Upon authorization of the Deputy Head of the department in which they are employed an advance may be made to an employee of the estimated cost of the removal expenses; or the Employer may be requested to pay invoices for transportation, cartage and other eligible expenses; payments so made will be considered as an advance to the employee pending the approval of **their** account for the removal expenses.

2.6.1 When advance is made, the employee shall account for it within thirty days after the date of their arrival at the new place of duty and shall refund any unexpended balance forthwith, failing which, the Employer shall recover the amount due from their salary.

2.7 If an employee incurs expenses related to their transfer/relocation before they have received written notification or confirmation of transfer/relocation the Employer may reimburse the employee for such expenses where the Employer is satisfied the expenses were incurred in anticipation of the transfer/relocation.

2.8 Before payment, all claims made under this memorandum shall be certified by the Deputy Head of the employing department as being:

2.8.1 in accordance with this memorandum

2.8.2 just and reasonable.

## EMPLOYEES MOVING EXPENSES

3.1 Consequences of Employer and Employee initiated transfers:



- 3.1.1 The transfer of an employee which is initiated by the Employer, (excluding employment competitions) is subject to the terms and conditions set out in this Memorandum;
- 3.1.2 Where an employee is required to change their residence by reason that:
  - (a) the employee is granted a transfer at their request, or
  - (b) the employee is successful through competitive examination for appointment to a vacant position, the employee is entitled to claim only those expenses and allowances which are authorized by the Deputy Head.

REMOVAL EXPENSES MAY INCLUDE:

- 3.2.1 travelling expenses incurred by the employee and their spouse, including living expenses for not more than ten (10) days for the purpose of locating new housing accommodations; further extensions requiring prior approval of the Treasury & Policy Board;
- 3.2.2 the temporary living expenses of a single employee without dependents to a maximum of fourteen (14) days;
- 3.2.3 the temporary living expenses of an employee and their dependents to a maximum of thirty (30) days, extended, if necessary, for a further fourteen (14) days at the discretion of the Department Head. Further extensions require prior approval of Treasury and Policy Board;
- 3.2.4 packing, unpacking, cartage and freight of **their** household effects and necessary storage of these effects to a maximum of thirty days, including insurance there on while in transit and/or in storage. Storage charges on household effects in excess of thirty days shall not be considered as removal expenses, unless the Deputy Head of the employing department certifies that the excess period of storage is necessitated by circumstances outside, or beyond the control of the employee.
- 3.2.5 up to \$2,000.00 to cover documented allowable miscellaneous expenses such as, disconnecting telephones, cable TV, computer equipment, stoves and other household equipment; connecting such equipment as was in use by the employee prior to their relocation; cleaning drapes and rugs or as an allowance toward the purchase of drapes and rugs similar to those in use by the employee prior to their relocation, at the discretion of the Deputy Head;
- 3.2.6 realty agency costs actually incurred by the employee in selling their old residence, including multiple listing charges, but not exceeding the prevailing rates in the area; as well as the necessary legal fees and mortgage interest penalty cost, provided that residence is listed for sale within sixty days of the relocation notification, or if not listed within sixty (60) days of the relocation notification, the Deputy Head is satisfied that the expenses relate to the employee's transfer;

- 3.2.7 The actual expenses of fulfilling the employee's legal liability under a lease for accommodation at the place from which they are being relocated;
  - 3.2.8 actual legal fees and disbursements including, recording fees, deed transfer taxes and survey fees, paid by the employee, pre owing their own home, in the purchase of a new home due to relocation;
  - 3.2.9 any other expenses authorized under this memorandum or as approved by Treasury & Policy Board under Section 3.6.
- 3.3 If an employee has a spouse who is also an employee and both parties are transferred to the same place, the terms and conditions of this memorandum shall apply as to an employee and spouse, not as two separate employees.
- 3.4 An employee who is transferred, shall move their household effects as economically as is consistent with the efficiency of service and safety in transit of such, but in no case shall the cost exceed the amount that would be charged by an efficient, licensed carrier. Wherever possible bids should be obtained from at least three recognized carriers, with the lowest bidder being engaged. The Deputy Head should so certify in cases where it is not possible to obtain three competitive bids.
- 3.5 The employee and their dependents may travel by automobile and charge the allowable mileage rates for employees or by bus, train or aircraft and the rules applicable to such modes of travel shall pertain.
- 3.6 Where, in the opinion of the Department Head, an employee suffers financial hardship by reason of transfer, additional assistance may be approved in compensation for such hardship by Treasury & Policy Board upon recommendation of the Department Head as follows:

**ACCOMMODATION BEING VACATED:**

An employee may be reimbursed for part of all of duplicate housing costs consisting of the interest portion of a mortgage, property insurance and utility costs paid in respect of the employee's former residence for a period for which the employee is also occupying and paying mortgage or other interest in respect of a new residence. Such reimbursement shall be limited to the lesser of the actual costs for a period not to exceed three months or two thousand dollars (\$2,000).

**NEW ACCOMMODATION:**

An employee may be reimbursed for part or all of interest charges for a bridging loan to enable the employee to meet the down-payment on a new residence pending the sale of **their** former residence. Such interest charges may be claimed for a period not to exceed three months or \$5,000, whichever is less.

**MAXIMUM PRINCIPAL AMOUNT OF BRIDGING LOAN INTEREST CHARGES:**

The maximum principal amount of the bridging loan that can be claimed shall not exceed a figure equivalent to twenty-five (25) percent of the purchase price of the new residence.

**APPENDIX 9 – EXCERPT OF SECTION 3 FROM CASUAL SEASONAL MEMORANDUM OF AGREEMENT**

**SIGNED BY THE PARTIES IN FEBRUARY 2008**

Criteria for Conversion of Casual Employees to the Civil Service that applied on but not after February 1, 2008

The Employer will review the work history of all casual employees who are employed as of February 1, 2008, and will appoint to the Civil Service all casual employees who are eligible to be “employees” under the *Civil Service Collective Bargaining Act* in accordance with the following:

(a) Temporary

Any casual employee employed in a bargaining unit position, as of February 1, 2008 who has:

(i) been employed continuously for a minimum of forty percent (40%) or more of the full time hours applicable to the position every week for more than ten (10) weeks but less than thirty-nine (39) continuous weeks;

or

(ii) been employed in the same department, for a minimum of forty percent (40%) of the full time hours applicable to the position every week for a total of more than ten (10) weeks but less than thirty-nine (39) weeks in a fifty-two (52) week period;

or

(iii) been employed in the same department working less than forty percent (40%) of the full time hours applicable to the position and has worked for at least ten (10) weeks plus a day and three hundred and fifty (350) hours but less than thirty-nine (39) weeks or one thousand three hundred and sixty-five (1365) hours in the fifty-two (52) week period between February 2, 2007 and February 1, 2008,

shall be appointed to the Civil Service effective February 1, 2008, as a Temporary Employee.

(b) Term

Any casual employee employed in a bargaining unit position who has, as of February 1, 2008:

(i) been employed continuously at a minimum of forty percent (40%) or more of the full time hours applicable to the position every week, for thirty-nine (39) weeks or more (inclusive of the weeks worked under (a)), but not more than one hundred and four (104) weeks,

or

(ii) been employed in the same department at a minimum of forty percent (40%) or more of the full time hours applicable to the position for a total of thirty-nine (39) weeks or more (inclusive of the weeks worked under (a)), but not more than one hundred and four (104) weeks, immediately prior to February 1, 2008,

or

(iii) been employed in the same department working less than forty percent (40%) of full time hours and has worked the later of thirty-nine (39) or more weeks or one thousand three hundred and sixty-five (1365) hours, but less than one hundred and four (104) weeks or three thousand six hundred and forty (3640) hours in a period of one hundred and four (104) weeks period,

shall be appointed to the Civil Service effective February 1, 2008 as a Term Employee.

(c) Permanent

Any casual employee employed in a bargaining unit position who, as of February 1, 2008, has been employed continuously for a minimum of forty percent (40%) of regular full time hours or more every week for more than one hundred and four (104) weeks shall be appointed to the Civil Service as a regular or part time permanent employee.

## **APPENDIX 10 – EXPEDITED ADJUDICATION – RULES OF PROCEDURE**

1. A single adjudicator shall be appointed to decide the grievance.
2. The parties will agree to a roster of single adjudicators who will be appointed pursuant to these Rules of Procedure. The parties may agree at any time to remove an adjudicator's name from the roster or to add an adjudicator's name to the roster.
3. The adjudicators will be paid in accordance with a schedule agreed to by the parties.
4. On a rotating basis, an adjudicator'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 adjudicator's appointment, the parties will make arrangements to have the adjudicator appointed. Where, however, the parties are unable to schedule dates which are agreeable to all, the availability of the next adjudicator in the rotation shall be reviewed, and so on, until an adjudicator 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 adjudicator. This may be done by conference call between the adjudicator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the adjudicator 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 adjudication 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 adjudicator shall attempt to agree upon the allocation of time and if agreement cannot be reached the adjudicator 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 adjudicator 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 **their** determination as to its relevance to the outcome.
9. The decision of the adjudicator on the merits of the grievance shall be rendered within fourteen (14) calendar days of the hearing. The adjudicator may provide brief written reasons for the decision.
10. The decision of the adjudicator 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

Incumbents in the classifications and departments listed below are subject to the Hours of Work provisions applicable to such classifications on August 31, 1999, which are set out in the attached Appendix. Incumbents in these classifications and departments are not subject to the Hours of Work (Article 18 or Appendix 3, Article P1) or the Overtime (Article 19) provisions of the Civil Service Agreement.

### Classifications

Instructor Adult Education 1, 1B, 2, 3, 4

Department of Education and Early  
Childhood Development

Teacher Academic 1, 2A, 2B, 3A, 3B, 4A, 5A, 5B

Department of Justice

Signed on behalf of the Union:

Signed of behalf of the Employer:

Joan Jessome

Ernest L. Fage

President

Minister

Nova Scotia Government & General

Nova Scotia Public Service

Employees Union

Commission

Keiren Tompkins

Gordon MacLean

Director of Negotiations and Servicing

Acting Commissioner

Nova Scotia Government & General

Nova Scotia Public Service

Employees Union

Commission



## **APPENDIX TO MEMORANDUM #1**

### **15.07 Normal Teaching Year**

- (a) The normal teaching year of classroom instructors shall be not more than ten (10) consecutive months beginning from five (5) days prior to the day that classroom teaching or instruction begins.
- (b) The parties acknowledge that certain courses and work on development of individualized instruction materials extend beyond the normal teaching year provided in Article 15.07(a). Where such is the case, the instructor shall be paid, in addition to regular salary, a daily rate of pay for each day that this period of authorized classroom instruction and/or work on development or individualized instruction materials extends beyond the normal teaching year.
- (c) Classroom teachers or instructors whose teaching duties do not extend beyond the normal teaching year shall be required to perform the duties and responsibilities detailed in Article 15.09.

### **15.08 Where Attendance Not Required**

The principal or head of the institution shall not require the attendance of instructors at an institution during any part of a period in which classroom instruction has been suspended, except as provided in Article 15.09(g) or where the principal requires the execution of legitimate assignments related to the instructors' course of instruction.

### **15.09 Duties Outside of Teaching Year**

Classroom teachers or instructors whose teaching duties do not extend beyond the normal teaching year shall provide, as directed by the principal or head of the institution, during the period from normal closing to normal opening of classroom or shop instruction, the following:

- (a) revise and update course syllabi;
- (b) prepare new courses;
- (c) develop teaching techniques, methodology, etc.;
- (d) keep abreast of new equipment, new practices, and any new changes in technology or occupations;
- (e) checking, servicing and repairing on a first line maintenance basis, equipment used in their classroom and shop;
- (f) identify and requisition the proper supplies required for the efficient operation of the subsequent course in which they will be instructing at least two (2) months) prior to the time the supplies will be required:

- (g) attend not more than five (5) pre-arranged meetings called by the principal, aggregating not more than five (5) days;
- (h) carry out other assignments related to the course of instruction as directed by the principal;
- (i) except in the case of (g) above, an employee who is required to perform duties pursuant to Article 15.09 shall receive a minimum of two (2) weeks notice of such requirement.

## MEMORANDUM OF AGREEMENT #2 – ARTICLE 37

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 37, an employee whose position has become redundant, whose position has been relocated 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 37 of the Collective Agreement;
- b) Accept a voluntary layoff and be entitled to recall in accordance with Article 37;
- c) Voluntarily resign with severance pay in accordance with Article 37.20.

### 1.0 VOLUNTARY RELOCATION / VOLUNTARY RESIGNATION & SEVERANCE

#### 1.1 Application

Where an employee has opted to exercise placement and displacement rights under Article 37 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 37.16, the following provisions shall apply.

#### 1.2 Voluntary Relocation

(a) Where positions have been relocated, the Employer shall ask for volunteers from the same classification, same department, and same geographic location as the employee whose position has relocated, who wish to relocate and be offered relocation expenses in accordance with the Collective Agreement. The call for voluntary relocation may include further calls for voluntary relocation 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 relocation under this provision.

(b) Where the process outlined in 1.2 (a) does not result in the creation of sufficient vacancies for employees whose positions have been relocated, Article 1.3 shall apply.

#### 1.3 Voluntary Resignation

The Employer shall ask for volunteers, from the same classification, same department and same geographic location 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.

#### 1.4 Simultaneous Calls

A call for Voluntary Relocation and a call for Voluntary Resignation with Severance may be issued simultaneously.

#### 1.5 Relocation or Severance Offered

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

#### 1.6 Seniority

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

#### 1.7 Operational Considerations

Notwithstanding anything in this Memorandum, the Employer reserves the right to restrict relocations and the resignation with severance offer as a result of operational considerations. For example, where too many volunteers within a classification are from within a single work location, it may not be possible to permit all to relocate or resign.

#### 1.8 Placement

Where positions become available as a result of this process, employees in redundant or relocated positions will be placed in accordance with Article 37.16, 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 37.05 and Section 1.9 below.

#### 1.9 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 1.9 (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 RELOCATION / VOLUNTARY RESIGNATION**

2.1 Employees shall have five (5) work days following receipt of the notice to submit their application for Voluntary Relocation or 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 relocation or resignation. The actual date of relocation or voluntary resignation will occur with the agreement of the Employer. Upon relocation, the employee will be entitled to relocation expenses in accordance with the Collective Agreement. 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 of the Agreement.

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 34 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 Government of Nova Scotia, 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 REASONABLE OFFERS OF ALTERNATIVE EMPLOYMENT**

4.1 Where, following the placement/displacement process in Article 37.16, an employee has not been offered a position with an equivalent maximum salary and the same or greater designated percentage of full-time employment, an employee shall be made a reasonable offer of alternative employment in accordance with the following:

- i) an employee with less than three years of service shall be offered a position with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment;
- ii) an employee with three or more years of service shall be offered a position in the same geographic location with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment; or shall be offered two positions in different geographic locations with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment.

4.2 Where an employee accepts placement pursuant to clause 4.1 and the employee's salary is less than the employee's current salary, the employee's salary shall not be reduced and the employee will be eligible to receive pay increments in the new position and any negotiated increases in rates of pay up to the maximum rate for the new position. If an employee's actual salary is greater than the maximum rate in the new position, the employee's salary will not be reduced, but the employee will be red circled.

4.3 Should an employee refuse placement in accordance with article 4.0, the employee shall be deemed to be laid off and placed on the recall list.

#### **5.0 APPLICATION**

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

## **\*MEMORANDUM OF AGREEMENT #3 RELIEF EMPLOYEES**

### **Section 1 -Relief Employee Status**

\*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.

1.02 A relief employee is an employee who is not regularly scheduled by the Employer, but who works relief assignments on an as needed basis as operational requirements demand. A relief employee does not have a designation or guaranteed hours of work. A relief employee must work an average of 40% of full-time hours, as defined in this section, or meet the requirements of Article 11.18 in the Civil Service Agreement, in order to maintain bargaining unit status.

1.03 A relief employee progresses from casual relief status (which is not covered by the terms of the Agreement) to temporary relief status in the bargaining unit provided the employee has worked continuously for more than ten (10) consecutive weeks and for at least 40% of fulltime hours during each week, or has been so employed in the same department for a total of more than ten (10) weeks for at least 40% of full-time hours during each week, but less than thirty-nine (39) weeks in a fifty-two (52) week period. Temporary relief employees shall be paid the applicable Collective Agreement rate of pay plus eleven per cent (11%) biweekly in lieu of benefits. Temporary relief employees are also entitled to benefits in accordance with Article 11.06 of the Agreement.

1.04 A temporary relief employee progresses to term relief status provided the employee has worked for an average of at least 40% of full-time hours in each of nine (9) months in the previous twelve (12) month period. Term relief employees are entitled, where eligible, to the rights and benefits of the Collective Agreement pro-rated on the basis of hours worked as per Section 3.09. Should an employee not work the required number of hours over this period to attain term relief status, the employee will maintain temporary relief status provided the employee was employed for more than ten (10) weeks in the same department at least 40% of full-time hours in each week, but less than thirty-nine (39) weeks in a fifty-two (52) week period. Should an employee not work the required number of hours to attain term relief status nor the required hours to maintain temporary relief status, the employee will revert to casual relief status.

1.05 After an employee progresses to term relief status in accordance with Section 1.04, the hours of a relief employee (whether term relief or permanent relief) will be reviewed at the end of each calendar year for the previous twelve (12) month period. This review will be conducted at each calendar year end for as long as the employee is a relief employee. At any review, should the employee's hours not average 40% of full-time hours, the employee will lose term

status and benefits and will revert to either temporary relief status or casual relief status in accordance with this article.

1.06 A term relief employee progresses to permanent relief employee provided the employee has been continuously employed in a relief capacity for one hundred and four (1 04) weeks or more and works for at least an average of 40% of full-time hours as determined at the time of the last review period set out in Section 1.05. Permanent relief employees are entitled to the rights and benefits of the Collective Agreement pro-rated on the basis of hours worked as per Section 3.09.

1.07 For the purpose of earning an entitlement to a vacation increment or merit increment calendar time of employment will be applicable. Where an employee works less than 40% of full-time hours in a month this date will be adjusted by the number of months the employee did not work 40%.

1.08 When competing for vacancies, a successful Relief Employee will maintain his/her bargaining unit status, seniority and benefit level at the new workplace. The successful Relief Employee will be removed from his/her "Original Relief Roster" and will be merged into the "New Relief Roster" in accordance with his/her seniority.

1.9 Where a relief employee reverts to casual relief status in accordance with this article, the employee's previous service shall not be considered for the purpose of his/her ongoing relief status pursuant to this Agreement.

1.10 Where a relief employee is on an approved unpaid leave of absence, the leave period shall not count as time worked towards the employee's progression from temporary to term to permanent status nor shall the leave period be considered as time not worked for the purpose of the employee's progression from temporary to term to permanent status. In other words, such a leave results in no advantage or penalty regarding time worked.

1.11 Where a relief employee successfully competes for a temporary or term position in accordance with the Agreement, the employee may return to the roster after such position comes to an end and the months of service accumulated while in the temporary or term position will be considered in determining his/her relief status (temporary, term, permanent). When the relief employee returns to the roster, he/she will not have any assigned hours increased due to the temporary or term position which had been held by the employee.

1.12 In accordance with Article 13.02 in the Civil Service Agreement, Permanent Relief Employees are eligible to apply for an expression of interest within the same classification and same department.

\* 1.13 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- Part-Time Employees**

\* 2.01 Part-time employees will be scheduled up to their part-time designation before relief shifts are scheduled.

## **Section 3 - Scheduling of Relief Employees Seniority Roster**

3.01 Relief assignments will be scheduled and/or offered to part-time employees and relief employees at each workplace according to a roster system based on seniority. A workplace for the purposes of a relief roster may include multiple locations in a geographic location as defined in 37.22.

\*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.

3.03 There may be circumstances in particular workplaces where operational requirements will prevent the scheduling and/or offering of relief assignments in accordance with the seniority roster. Such circumstances include, but are not limited to, employee qualifications, gender specific requirements, client needs, secured care environments, training/orientation requirements, and proximity to the workplace in an emergency.

### **Distribution of Relief Assignments**

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.

\*3.05 Employees will 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 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.

3.08 Notwithstanding any other provisions of the Agreement, the Employer may cancel a relief shift, which had been previously scheduled either before or following the posting of the schedule, without advance notice to the employee as operational requirements demand. Where the employee is not notified by the Employer prior to reporting to the workplace, the employee will be guaranteed a minimum of four (4) hours of work for the shift.

### **Temporary Vacancies**

3.09 In accordance with Article 11.05 of the Civil Service Agreement the seniority roster may be used to fill temporary vacancies of less than thirty-nine (39) weeks. As per the rotating seniority roster, the temporary vacancy may not be assigned to one employee, but rather may be scheduled and/or offered to several employees in accordance with Section 3.

### **\*Overtime**

3.10

(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 - Benefit Plans**

\*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.

## **Medical/Dental Benefit Plan**

4.02 Term relief employees and permanent relief employees shall be eligible for medical/dental benefit plans provided they work a minimum of 40% of full-time hours as determined at the time of the last review period set out in Section 1. The same conditions shall apply to term and permanent relief employees, as apply to other employees who are eligible for participation in the plan. Where a term relief employee or a permanent relief employee is not required to work during any given pay period, benefit premium arrears will accumulate and be deducted from the employee's next biweekly pay.

The premium for the medical/dental benefit plans is cost shared, 65% to be paid by the Employer and 35% to be paid by the employee.

## **Long Term Disability**

4.03 The Employer and the Union, as co-sponsors of the LTD plan, agree to amend the plan to include coverage for term relief employees and permanent relief employees as defined in this Agreement.

## **Group Life Insurance**

4.04 Term relief employees and permanent relief employees shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$60,000.

## **Pension Plan**

4.05 Term relief employees and permanent relief employees shall be covered by the provisions of the Public Service Superannuation Act, as amended from time to time.

\*This Amended Agreement shall be in effect on June 8, 2022.

## INDEX

Absence Without Permission 28.03.....	69
Access of Information 10.07 .....	20
Accumulative Vacation Carry Over 21.08 .....	44
Acting Pay 38.10.....	91
Adjudication 30.01 .....	72
Adjudication and Joint Consultation 17.07.....	36
ADJUDICATION ARTICLE 30.....	72
Adjudication Award 30.02 .....	72
Adoption Leave *23.10 .....	55
ADULT CUSTODY CLASSIFICATION AND PAY PLAN – ACC .....	138
ADULT CUSTODY CLASSIFICATION AND PAY PLAN (ACC)(A) .....	135
Advance Notice of Overtime Requirements 19.07 .....	40
AGENCIES, BOARDS & COMMISSIONS.....	203
Alcoholism and Drug Abuse 25.14.....	67
Allocation of Notice of Overtime 19.02 .....	39
Alternate Licenses Healthcare Practitioner 25.15 .....	67
Alternate Medical Practitioner 39.05 .....	93
Amending of Time Limits 29.08 .....	72
AMENDMENT ARTICLE 42 .....	98
Anniversary Date 38.05.....	90
Annual Meeting 17.03 .....	35
Annual Vacation Entitlement *21.01.....	43
APPENDIX TO MEMORANDUM #1.....	217
Application 37.07 .....	81
APPLICATION ARTICLE 4.....	16
APPOINTMENT ARTICLE 11 .....	20
Authorization 21.03 .....	43
Authorization of Job Sharing 41.02.....	95
Bargaining Agent Recognition 2.01.....	15
Benefit Entitlements for Temporary Employees 11.06 .....	21
Benefits Not Paid During Certain Periods 25.04.....	65
Benefits/Layoff 25.05.....	65
Bereavement Leave *23.02 .....	49
Borrowing of Unearned Vacation Credits 21.09.....	45
Bulletin Boards 9.01 .....	18
Calculation of Award 34.05.....	78
Callback Compensation *20.04.....	42
Change of Term Status 11.09.....	23
CHECKOFF ARTICLE 15 .....	33
Christmas or New Year’s Day Off (HSA and HSN Pay Plans) 22.08.....	48
Civil Service Terms 1.03 .....	15
CLASSIFICATION AND RECLASSIFICATION ARTICLE 43.....	98

Classification and Salary Adjustments 43.01 .....	98
Classification Appeal Procedure *43.02 .....	98
Classification Appeal Tribunal *43.03.....	99
CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN – CL.....	107
CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN (CL) .....	103
CLERICAL BARGAINING UNIT APPENDIX 1 .....	103
Compassionate Care Leave *23.20.....	62
Compensation for Work on a Holiday 22.05 .....	47
Compensation for Performing Other Duties 19.11 .....	41
Computation of Overtime 19.10.....	41
Confirmation of Permanent Appointment 11.02 .....	20
Conflict with Regulations 6.02 .....	16
Consistent Application 7.03 .....	17
Consultation *37.01 .....	80
Continuation of Existing Hours S1.03 .....	164
Continuous Operations M1.07.....	153
Contract Negotiations 17.05.....	35
Contracting Out 37.23.....	88
Conversion of Hours 18.05 .....	38
Copies of Agreement 10.01 .....	18
Costs 41.15.....	98
Court Leave 23.03 .....	50
Daylight Savings Time 19.15 .....	41
Death Prior to Retirement 34.03 .....	78
Decision by Deputy Head 29.04.....	71
Deduction of Union Dues 15.01.....	33
Deemed Salary 25.07 .....	66
Definition 37.02 .....	80
Definitions 1.01.....	13
Definitions 19.01.....	38
Delegation of Authority 7.04 .....	17
DEPARTMENTS.....	202
DEPARTMENTS, AGENCIES, BOARDS & COMMISSIONS *APPENDIX 5.....	202
Deputy Head Approval 25.13.....	66
Deviation from Scheduled Hours HSN1.04.....	112
Deviations from Regular Schedules S1.04 .....	164
Deviations from Scheduled Hours HSA1.04.....	141
DISCIPLINE AND DISCHARGE ARTICLE 27.....	68
Discrimination, Harassment and Workplace Safety 36.09 .....	80
Distribution of Union Literature 9.02 .....	18
Domestic Violence Leave *23.21 .....	62
Duration of Renewal *44.01 .....	101
Education Leave *23.19 .....	62
Educational Premium HSN2.02.....	112
Effective Date of Agreement *44.02 .....	101
Employee Access to Personnel File 26.04.....	68

Employee Availability 20.02.....	42
Employee Compensation Upon Separation 21.10.....	45
Employee Information Provided to Union 10.05.....	19
Employee Performance Review 26.01.....	67
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES ARTICLE 26.....	67
Employee Request 21.05.....	44
Employer Compensation Upon Separation 21.11.....	45
Employer to Acquaint New Employees 10.03.....	18
EMPLOYMENT STABILITY ARTICLE 37.....	80
Entitlement *34.02.....	77
EQUITY AND DIVERSITY ARTICLE 3.....	16
Equity and Diversity Initiatives *3.02.....	16
Except as provided below, all terms of this Agreement shall apply to	
Seasonal Employees 12.01.....	25
Exception 22.02.....	47
EXCERPT OF SECTION 3 FROM CASUAL SEASONAL MEMORANDUM OF AGREEMENT	
APPENDIX 9.....	212
Exchange of Shifts ACC1.04.....	135
Exchange of Shifts C1.06.....	103
Exchange of Shifts HSB1.04.....	144
Exchange of Shifts M1.04.....	152
Exchange of Shifts T1.04.....	169
Exchange of Shifts TR1.04.....	182
Existing Employees Only 41.01.....	95
EXPEDITED ADJUDICATION – RULES OF PROCEDURE APPENDIX 10.....	214
Expression of Interest *13.02.....	30
Extension 41.13.....	98
Extension of Probationary Period 11.03.....	20
Failure to Give Notice 28.02.....	69
Failure to Report 20.03.....	42
Filling of Vacancy 41.14.....	98
Filling Vacancies *13.05.....	32
First Aid Kits 36.05.....	79
First Aid Training 36.04.....	79
Flexible Working Hours 18.02.....	37
Flexible Working Hours HSA1.03.....	141
Flexible Working Hours HSN1.03.....	112
Form of Compensation 19.12.....	41
Future Legislation 6.01.....	16
FUTURE LEGISLATION ARTICLE 6.....	16
General Illness Leave Benefit 25.01.....	63
Geographic Location 37.22.....	88
Granting of Withheld Increment 38.09.....	91
Grievance Meetings 17.06.....	35
Grievance Procedure *29.03.....	70
GRIEVANCE PROCEDURE ARTICLE 29.....	70



Grievance/Adjudication 13.06 .....	32
Grievances 27.03.....	69
Grievances 29.01.....	70
Group Insurance 40.04 .....	94
GROUP INSURANCE ARTICLE 24 .....	63
HEALTH AND SAFETY ARTICLE 36.....	78
Health and Safety Provisions 36.01 .....	78
HEALTH SERVICES AND CLASSIFICATION PAY PLAN – (HSB)(C) .....	144
HEALTH SERVICES CLASSIFICATION AND PAY PLAN – HSB .....	147
HEALTH SERVICES CLASSIFICATION AND PAY PLAN – HSN.....	117
HEALTH SERVICES CLASSIFICATION AND PAY PLAN – NURSING SERVICES PERSONNEL (HSN)(A) .....	110
HEALTH SERVICES CLASSIFICATION AND PAY PLAN (HSA)(B).....	139
HEALTH SERVICES CLASSIFICATION AND PAY PLAN – HSA.....	142
HEALTH SERVICES JOB CLASSIFICATIONS – HSA .....	141
HEALTH SERVICES JOB CLASSIFICATIONS – HSB PAY GRADE.....	146
HEALTH SERVICES JOB CLASSIFICATIONS – HSN PAY GRADE .....	116
Hiring Pool 13.04.....	31
Holiday Coinciding with Paid Leave 22.04 .....	47
Holiday Falling a Day of Rest 22.03.....	47
HOLIDAYS ARTICLE 22 .....	46
Hours of Work 18.01.....	37
Hours of Work ACC1.01 .....	135
HOURS OF WORK ARTICLE 18.....	37
Hours of Work C1.01.....	103
Hours of Work HSA1.01 .....	139
Hours of Work HSB1.01 .....	144
Hours of Work HSN1.01.....	110
Hours of Work M1.01 .....	151
Hours of Work P1.01.....	119
Hours of Work S1.01.....	162
Hours of Work T1.01.....	169
Hours of Work TR1.01 .....	182
Identification of Job Share 41.04 .....	95
Illness During Vacation 21.17.....	46
Implementation of Negotiated Increases 38.11.....	91
INFORMATION ARTICLE 10 .....	18
INJURY ON DUTY ARTICLE 39.....	92
Injury Pay Provisions 39.02 .....	92
Internships *11.16 .....	24
INTERPRETATION AND DEFINITIONS ARTICLE 1 .....	13
Introduction 37.03 .....	81
JOB CLASSIFICATIONS – TE PAY GRADE .....	171
JOB CLASSIFICATIONS – ACC PAY GRADE .....	137
JOB CLASSIFICATIONS – CL PAY GRADE .....	105
JOB CLASSIFICATIONS – MOS PAY GRADE .....	155

JOB CLASSIFICATIONS – PR PAY GRADE.....	122
JOB CLASSIFICATIONS – SE PAY GRADE .....	165
JOB CLASSIFICATIONS – TR PAY GRADE.....	184
Job Posting *13.03 .....	31
JOB SHARING ARTICLE 41 .....	95
JOINT CONSULTATION ARTICLE 31 .....	73
Joint Occupational Health and Safety Master Committee 36.03 .....	78
Jury Compensation 23.04 .....	51
Just Cause 27.01.....	68
Kilometrage Allowance *32.01 .....	73
Layoff 37.06.....	81
Layoff Procedure 37.09.....	81
Leave for a Critically Ill Adult *23.23 .....	62
Leave for Birth or Child/or Adoption 23.12 .....	58
Leave for Crime Related Child Death *23.24.....	63
Leave for Crime Related Child Disappearance *23.25.....	63
Leave for Emergency 23.13.....	58
Leave for Family Illness 23.06 .....	51
Leave for Job Interview 23.05.....	51
Leave for Medical and Dental Appointments 23.14.....	58
Leave for Parent of Critically Ill Child *23.22.....	62
Leave for Storms and Hazardous Conditions *23.15.....	58
Leave of Absence for Public Office 23.16 .....	59
Leave Without Pay 17.01 .....	34
Letter of Appointment 10.02 .....	18
Liability 15.05.....	33
Long Term Disability 40.06.....	95
LONG TERM DISABILITY PLAN APPENDIX 4 .....	188
Long-Term Disability 25.06 .....	65
Loss of Seniority 37.12 .....	82
Maintaining Bargaining Unit Status 11.19 .....	25
MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN (MOS)(D).....	151
MAINTENANCE AND OPERATIONAL SERVICES CLASSIFICATION AND PAY PLAN – MOS .....	159
Management Rights 7.01.....	17
MANAGEMENT RIGHTS ARTICLE 7.....	17
Meal Allowances 32.05 .....	76
Meal Breaks C1.08 .....	104
MEMORANDUM OF AGREEMENT #1.....	216
MEMORANDUM OF AGREEMENT #2 – ARTICLE 37.....	219
*MEMORANDUM OF AGREEMENT #3 RELIEF EMPLOYEES.....	223
Military Leave 23.17.....	59
MOA REMOVAL EXPENSE APPENDIX 8 .....	206
Modified Work Week *18.03.....	37
MOVING EXPENSES ARTICLE 33.....	77
New Shifts C1.05 .....	103
No Avoidance 11.18.....	25

No Discrimination 3.01 .....	16
No Discrimination for Union Activity 2.02 .....	15
No Guarantee of Hours ACC1.05 .....	135
No Guarantee of Hours C1.07.....	103
No Guarantee of Hours HSA1.02 .....	141
No Guarantee of Hours HSN1.02 .....	112
No Guarantee of Hours M1.05 .....	152
No Guarantee of Hours P1.04.....	119
No Guarantee of Hours S1.02 .....	163
No Guarantee of Hours T1.05.....	170
No Guarantee of Hours TR1.05.....	182
No Layoff to Compensate for Overtime 19.14 .....	41
No Lockout or Strike 8.01 .....	17
No New Employees 37.21 .....	88
No Sanction of Strike 8.02 .....	17
No Split Shifts ACC1.07 .....	136
No Split Shifts HSA1.05 .....	141
No Split Shifts M1.09.....	153
No Split Shifts T1.07 .....	170
No Split Shifts TR1.07.....	182
Notice 41.12.....	97
Notice of Layoff 37.14.....	83
Notice of Performance Improvements Requirements 26.02 .....	68
Notice of Resignation 28.01.....	69
NOTICE OF RESIGNATION ARTICLE 28 .....	69
Notice of Withheld Increment 38.08.....	91
Notice to Union 37.04.....	81
Notification 16.02 .....	34
Notification 27.02 .....	68
Notification of Deduction 15.02 .....	33
Notification to Employer 17.02.....	35
Number of Employees Eligible 17.04.....	35
Occupational Health and Safety Act 36.02 .....	78
Ongoing Treatments 25.16 .....	67
Other Expenses 32.02 .....	74
Overtime 40.03 .....	94
OVERTIME ARTICLE 19 .....	38
Overtime Compensation 19.04.....	40
Overtime Eligibility 19.05.....	40
Overtime Meal Allowance 19.06 .....	40
Overtime on a Holiday 22.06 .....	47
Overtime on First Day of Rest 19.08.....	40
Overtime on Second Day of Rest 19.09 .....	40
Paid Holidays *22.01.....	46
Parental and Adoption Leave Allowance 23.11.....	56
Parental Leave *23.09.....	54

Part-Time Employees 40.01 .....	93
PART-TIME EMPLOYEES ARTICLE 40 .....	93
PART-TIME EMPLOYEES CREDIT FOR PRIOR NON-CIVIL SERVICE EMPLOYMENT APPENDIX 7 ..	205
Pay *M2.01 .....	153
Pay *M2.02 .....	153
Pay P2.01 .....	119
Pay ACC2.01 .....	136
Pay C2.01 .....	104
Pay Equity *38.13.....	92
Pay HSA2.01 .....	141
Pay HSB2.01 .....	145
Pay HSN2.01.....	112
Pay in Lieu of Notice 37.15 .....	84
Pay in Lieu of Termination 11.11 .....	23
PAY PROVISIONS ARTICLE 38 .....	89
Pay S2.01 .....	164
Pay T2.01 .....	170
Pay TR2.01 .....	183
Pension 41.10.....	97
PENSION ARTICLE 35.....	78
Period of Job Share 41.05 .....	96
Permanent Employees Appointed to Temporary Positions 11.15 .....	24
Permanent Employees Appointed to Term Positions 11.14.....	24
Placement/Displacement Procedures 37.16 .....	84
Policy Grievance 29.09.....	72
Position Descriptions *10.06 .....	19
Posting of Shift Schedules ACC1.03 .....	135
Posting of Shift Schedules C1.04.....	103
Posting of Shift Schedules HSB1.03 .....	144
Posting of Shift Schedules M1.03 .....	152
Posting of Shift Schedules P1.03.....	119
Posting of Shift Schedules T1.03.....	169
Posting of Shift Schedules TR1.03.....	182
PREAMBLE .....	13
Pregnancy Leave 23.07 .....	52
Pregnancy Leave Allowance 23.08.....	53
Prepaid Leave 23.18.....	59
Prior to Issuing Layoff Notice 37.13.....	82
Private Accommodation 32.06 .....	77
Probationary Period 11.01 .....	20
PROFESSIONAL BARGAINING UNIT (PR) APPENDIX 2 .....	110
PROFESSIONAL CLASSIFICATION AND PAY PLAN – PR.....	132
PROFESSIONAL CLASSIFICATION AND PAY PLAN (PR)(B).....	119
Proof of Illness 25.08 .....	66
Pro-Ration of Benefits 41.09.....	96
Protective Clothing M4.02 .....	154

Protective Clothing T3.01.....	170
Protective Clothing TR4.02 .....	183
PROVINCIAL SECURITY ARTICLE 5 .....	16
Public Service Award 34.01.....	77
PUBLIC SERVICE AWARD ARTICLE 34 .....	77
Qualifications 41.03 .....	95
Rate of Pay Upon Appointment 38.02.....	89
Rate of Pay Upon Demotion 38.04 .....	90
Rate of Pay Upon Promotion 38.03 .....	90
Rate of Pay Upon Reclassification 38.06.....	90
Rates of Pay *38.01.....	89
RE-ASSIGNMENT AND JOB VACANCIES ARTICLE 13 .....	29
Re-Assignment 13.01 .....	29
Recall from Vacation 21.14 .....	45
Recall Procedure 37.18 .....	86
Recognition 16.01 .....	34
RECOGNITION ARTICLE 2 .....	15
Record of Disciplinary Action *26.03.....	68
Record of Injury 39.03.....	93
Recurring Disabilities 25.03 .....	64
Recurring Disability 39.04 .....	93
Re-employment in Former Position 11.13.....	24
REGIONS PURSUANT TO ARTICLE 37: APPENDIX 6.....	204
Regular Work Hours 41.08.....	96
Reimbursement of Expenses Upon Recall 21.15 .....	45
Reinstatement 27.04.....	69
Reinstatement of Vacation Upon Recall 21.16 .....	46
Religious Exclusions 15.03 .....	33
Remittance of Union Dues 15.04.....	33
Reporting of Injuries 39.01 .....	92
Resident Engineers – Public Works P1.02.....	119
Rest Period M1.10.....	153
Rest Periods ACC1.09.....	136
Rest Periods C1.10 .....	104
Rest Periods HSB1.06.....	145
Rest Periods T1.09 .....	170
Rest Periods TR1.09 .....	183
Retraining 37.05.....	81
Retroactive Pay for Terminated Employees *44.03 .....	101
Return to Regular Times of Work 18.04 .....	37
Right to Refuse Work 36.08.....	80
RIGHTS AND PROHIBITIONS ARTICLE 8.....	17
Rotating and Irregular Hours C1.02 .....	103
Rotation of Shifts ACC1.08.....	136
Rotation of Shifts M1.08.....	153
Rotation of Shifts T1.08 .....	170

Rotation of Shifts TR1.08 .....	182
Rotation of Shifts HSB1.05 .....	145
Safety Equipment 36.06.....	79
Safety Regulations 7.02 .....	17
Salary Increments 38.07 .....	90
Salary Increments C2.02 .....	104
Seasonal Employees Appointed to Temporary Positions 12.03.....	29
Seasonal Employees Appointed to Term Positions 12.02 .....	29
SEASONAL EMPLOYEES ARTICLE 12 .....	25
Seniority Defined 37.10 .....	82
Seniority Information 37.11.....	82
Service 1.02.....	14
Service 40.02.....	94
Service 41.07.....	96
SERVICE CLASSIFICATION AND PAY PLAN – SE .....	166
SERVICE CLASSIFICATION AND PAY PLAN (SE)(E) .....	162
Servicing of Grievances 16.04.....	34
Severance Pay 37.20 .....	87
Sexual Harassment 29.10.....	72
Shift Changeover C1.03.....	103
Shift Changeover HSB1.02 .....	144
Shift Premium *38.12A.....	92
Short-Term Illness Leave Benefit 25.02 .....	64
Sick Leave Application 25.09.....	66
SICK LEAVE ARTICLE 25 .....	63
Sick Leave Records 25.12 .....	66
SIGNATURE PAGE.....	102
Special Leave 23.01.....	48
SPECIAL LEAVE ARTICLE 23 .....	48
Split Shift Premium S2.02 .....	164
Standby – Natural Resources and Renewables 20.06 .....	42
STANDBY AND CALLBACK ARTICLE 20 .....	41
Standby Compensation (effective March 31, 2024) *20.01 .....	41
STEWARDS ARTICLE 16 .....	34
Student Employment 11.17 .....	25
Superannuation 40.05 .....	94
TECHNICAL AND SERVICE BARGAINING UNIT (TS) APPENDIX 3 .....	135
TECHNICAL AND SERVICES BARGAINING UNIT (TS) APPENDIX 3 .....	144
TECHNICAL CLASSIFICATION AND PAY PLAN – TE .....	178
TECHNICAL CLASSIFICATION AND PAY PLAN (TE)(F).....	169
TEMPORARILY WORKING IN AN EXCLUDED POSITION ARTICLE 14 .....	33
Temporary Appointment 11.05 .....	21
Term Appointment 11.07 .....	22
TERM OF AGREEMENT ARTICLE 44.....	101
Termination 41.11.....	97
Termination Notice 11.10.....	23

Termination of Probationary Appointment 11.04.....	21
Termination of Recall Rights 37.19.....	87
Termination of Term Appointment 11.08.....	22
Time Limits 29.07.....	72
TIME OFF FOR UNION BUSINESS ARTICLE 17.....	34
Time off in Lieu of Holiday 22.07.....	48
Time Off in Lieu of Overtime 19.13.....	41
TRADES CLASSIFICATION AND PAY PLAN – TR.....	185
TRADES CLASSIFICATION AND PAY PLAN (TR)(G).....	182
Transfer Expenses 37.17.....	86
Transportation (CL, HSA, HSB, HSN, and MOS Pay Plans) *32.03.....	75
Transportation Allowance *20.05.....	42
TRAVEL REGULATIONS ARTICLE 32.....	73
Trustee 34.04.....	78
Unbroken Vacation 21.06.....	44
Unearned Credits Upon Death 25.11.....	66
Uniforms and Protective Clothing HSA3.01.....	141
Uniforms and Protective Clothing HSN3.01.....	115
Uniforms and Protective Clothing S3.01.....	164
Uniforms M4.01.....	154
Uniforms TR4.01.....	183
Union Approval 29.02.....	70
Union Consultation 19.03.....	39
Union Consultation 37.08.....	81
Union Executive Positions *17.08.....	36
UNION INFORMATION ARTICLE 9.....	18
Union Referral to Adjudication 29.05.....	71
Union Representation 16.03.....	34
Union Representation 29.06.....	72
Union to Acquaint New Employees 10.04.....	19
Use of Automobile on Employer Business 32.04.....	75
Vacation Carry Over 21.07.....	45
Vacation Credits Upon Death 21.12.....	45
Vacation Records 21.13.....	45
Vacation Scheduling 21.04.....	43
Vacation Year 21.02.....	43
VACATIONS ARTICLE 21.....	43
Variance in Hours ACC1.02.....	135
Variance in Hours M1.02.....	152
Variance in Hours TR1.02.....	182
Variance of Hours T1.02.....	169
Video Display Terminals and Other Equipment 36.07.....	79
Volunteer Firefighters and Ground Search and Rescue 23.26.....	63
Wash-Up Time M3.01.....	154
Wash-up Time TR3.01.....	183
Weekend Premium *38.12B.....	92

Withdrawn of Resignation 28.04 .....	70
Work Schedule Requirements 41.06 .....	96
Work Schedules ACC1.06 .....	135
Work Schedules C1.09 .....	106
Work Schedules M1.06 .....	152
Work Schedules T1.06 .....	170
Work Schedules TR1.06 .....	182
Workers' Compensation 25.10 .....	66
Working Two Christmas or New Year's Days in a Row 22.09 .....	48
Written Reasons for Termination 11.12 .....	23
Youth Workers – Young Offenders P3.01 .....	120