COLLECTIVE AGREEMENT

Between the

WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

(hereinafter referred to as the "Employer")

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

(hereinafter referred to as the "Union")

JANUARY 1, 2024 – DECEMBER 31, 2027

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ARTICLE 1- INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

(a) "Bargaining Unit" means all the employees of the Employer except those excluded by Section 2(2) of the *Trade Union Act*, R.S.N.S. 1989, c. 475 as specified by Labour Relations Board Order Number 3591 and those positions as mutually agreed.

(b) "Day" except where otherwise provided, means a day, excluding Saturday, Sunday and recognized holidays.

(c) "Employee" means a person who is included in the bargaining unit and includes all permanent, probationary, and term employees.

(d) "Employer" means the Workers' Compensation Board of Nova Scotia.

(e) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.

(f) "Leave of absence" means absent from work with permission.

(g) "Lockout" includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of its employees, done to compel employees or to aid another employer to compel its employees, to agree to terms or conditions of employment.

(h) (i) "Seniority" shall be defined as the length of continuous employment of an employee in the employ of the Employer. Where two (2) or more employees commence employment on the same day, seniority shall be determined by a draw.

(ii) Notwithstanding clause (i) above, no employee working in a position which is excluded from the bargaining unit shall accrue seniority.

(i) "Service" means:

Total accumulated months of employment with the Employer including all unbroken service abutting permanent appointment.

Notwithstanding Article 1.01 (i) (1), 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 ten (10) days or more during that calendar month.

For the purposes of Article 1.01(i)(2) service related benefits are vacation entitlement, sick leave, pensions, retirement allowance and severance pay.

(j) "Spouse" shall include husband, partner, wife, common-law spouses, and same-sex partners except where prohibited or precluded by law. Common-law spouse and same sex partner shall be defined as individuals having cohabited for at least twelve (12) continuous months and having represented themselves as partners/spouses.

(k) "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert with 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.

(l) "Union" means the Nova Scotia Government and General Employees Union.

(m) "Gender": The Union and the Employer support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever a plural pronoun is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 2- RESPONSIBILITY OF THE EMPLOYER

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit except those excluded by Section 2(2) of the *Trade Union Act*, R.S.N.S. 1989, c. 475 as specified by Labour Relations Board Order Number 3591 and those positions as mutually agreed.

2.02 No Discrimination for Union Activity

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

2.03 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall refuse to continue to employ any employee or otherwise discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*, except as authorized by the *Human Rights Act* or any other law.

2.04 No Written or Verbal Agreements

The Employer shall not permit nor require any employee covered by this Agreement to make any written or verbal agreement with the Employer or any of its representatives which may conflict with any term or condition of this Collective Agreement

2.05 Respectful Workplace

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 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.

Harassment includes sexual harassment, personal harassment and racial harassment. But 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.

2.06 **Sexual or Personal Harassment**

Sexual Harassment as stated in the Human Rights Act will not be tolerated by the Employer and the Union.

(a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and undertake to immediately correct any situation in which sexual harassment occurs.

(b) "Sexual Harassment" is defined as any discriminatory, gender-based conduct emanating from management personnel, other employees or any other person the employee comes in contact with as part of their job, which the employee's refusal to accept or unwillingness to participate in may result in a loss of employment benefits or has the effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment and includes:

(i) deliberate physical contact, which is expressed to be unwanted;

(ii) gender-based verbal abuse;

(iii) demands for non-work-related social contacts which are expressed to be unwanted;

(iv) demands for sexual favors.

(c) In circumstances of alleged sexual harassment, the employee making the allegation will report the incident(s) to the Human Resource Department. If the employee is not satisfied with the response of the Human Resource Department, the employee may initiate a grievance at the Step in the Grievance Procedure, which involves management higher than the supervisor to whom the complaint was made. The employee will have the right to have Union representative present at all stages of the complaint.

2.07 **Agreement Binding**

The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

2.08 **No Lockout**

The Employer agrees that during the life of this Agreement there shall be no lockout.

2.09 **Management Rights**

The management and direction of employees and operations are vested exclusively in the Employer and any matter arising out of this shall not be the subject of collective bargaining. All the functions, rights, powers 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.

2.10 **Consistent Application**

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

2.11 **Delegation of Authority**

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

2.12 **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.

2.13 **Future Legislation**

The Employer agrees that 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.

2.14 **Safety Regulations**

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

ARTICLE 3- RESPONSIBILITY OF THE UNION

3.01 **Union Activity**

The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours or on the premises of the Employer or premises occupied by the Employer unless agreed to by the Employer.

3.02 **No Discrimination**

The Union actively supports the Employer's efforts to provide a workplace free of discrimination on the basis of the prohibited grounds as set out in the *Human Rights Act.*

3.03 **No Written or Verbal Agreement**

No employee shall be permitted or required to make any written or verbal agreement with the Employer or any of its representatives which may conflict with any term or condition of this Collective Agreement.

3.04 **Agreement Binding**

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

3.05 **No Strike**

The Union agrees that during the life of this Agreement there shall be no strike.

ARTICLE 4 - LABOUR MANAGEMENT COMMITTEE

4.01 **Consultation**

(a) Within thirty (30) days of the signing of this Agreement, the parties are to establish a joint committee of equal representation of the Union (Employee Relations Officer, Local President, Cape Breton Office Representative, plus 3) and the Employer for the purpose of maintaining continuing cooperation and consultation on job security and technological change. The committee shall appoint additional representatives as required.

(b) The Labour Management Committee shall meet as required to discuss matters of concern between the parties related to job security, technological change, matters designated for referral to the Committee under this Collective Agreement, and any other matter mutually agreed to by the parties.

(c) The Labour Management Committee shall be responsible for:

(1) defining problems;

(2) developing viable solutions to such problems; and

(3) recommending the proposed solution.

(d) Approved minutes shall be recorded and posted on the e-mail system and on all designated bulletin boards within fifteen (15) days of the meeting.

(e) The Employer will provide the Labour Management Committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, pilot projects, technological change and proposed contracting out of work.

4.02 **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.

4.03 **Introduction**

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

4.04 **Notice to Union**

The Employer will give the Union written notice of technological change at least three (3) 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.

4.05 **Training and Retraining**

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

(b) The Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.

ARTICLE 5 - TIME OFF FOR UNION BUSINESS

5.01 **Leave Without Pay**

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees:

(a) as members of the Board of Directors of the Union for the attendance at Board meetings;

(b) as members of the Union Negotiating Committee for the attendance at bargaining preparation meetings;

(c) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, and the 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 Meeting of the Nova Scotia Federation of Labour;

(f) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld.

5.02 **Salary Continuance**

The Employer will continue the salary and benefits of an employee who is granted leave without pay in accordance with Article 5.01 and will bill the Union for all employer costs for the period of the leave, including but not limited to: the employee's salary, any employer benefits costs, pension remittance, WCB premiums, EI premiums, and CPP premiums.

5.03 **Annual Meeting**

(a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave with pay for periods not exceeding two (2) days and special leave with pay for traveling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend an annual meeting of the Union or Annual Collective Bargaining Workshop. 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 or Collective Bargaining Workshop of the Union at least three (3) weeks in advance of the meeting.

5.04 **Number of Employees Eligible**

The number of employees eligible for special leave provisions under Article 5.01 shall be in accordance with the numbers laid down in the Nova Scotia Government Employees Union Constitution.

5.05 **Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than four (4) representatives for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

5.06 **Arbitration and Labour Management**

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

(a) summoned to attend as a witness before an arbitration board; and

(b) attending Labour Management Committee meetings.

5.07 **Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee for the purpose of attending grievance meetings with the Employer. Such permission shall not be unreasonably withheld.

5.08 **No Loss of Service**

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and service and seniority shall be deemed to be continuous.

5.09 **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 Director of HR as soon as possible after declaring their intention to seek the position.

(b) An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to 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 for all statutory and required benefit contributions/premiums/deductions during the approve 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 14, but not displacement.

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.

5.10 Chief Steward's Leave

The Employer shall provide one (1) day paid leave per month to each of the two Chief Stewards designated by the Union pursuant to Article 9. This leave shall be cost shared between the Employer and the Union.

5.11 Workload Assistance

In those circumstances where the Employer requests the Local Union Officers and/or elected Committee members to attend to issues of mutual concern outside of the Labour Management Committee meetings, the Employer shall provide workload assistance to the affected employees if circumstances warrant.

ARTICLE 6 - CHECKOFF

6.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the bi-weekly pay of all employees in the bargaining unit. Dues deductions for employees entering the bargaining unit shall commence at the first full bi-weekly pay period.

6.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee.

6.03 Remittance of Union Dues

The amounts deducted from the pay of each employee in accordance with Article 6.01 shall be remitted to the Secretary-Treasurer of the Union within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

6.04 Notification of Appointments and Terminations

The Employer shall advise the Union of the appointment to or termination from the bargaining unit within five (5) days after the occurrence.

6.05 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.

6.06 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 7 - UNION INFORMATION

7.01 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, and meeting dates, news items, social, and recreational affairs. The Employer will also permit access to the e-mail system. The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards and the e-mail system and the parties shall then endeavour to achieve a mutually satisfactory resolution and such matters shall not be the subject of a grievance.

7.02 **Bulk 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 to the Union.

7.03 **Meeting Rooms and Communication Equipment**

The Employer shall allow the Union to utilize meeting rooms and communication equipment at the Employer's premises for Union business at no cost to the Employer and not during a period of labour conflict.

ARTICLE 8 - INFORMATION

8.01 **Copies of Agreement**

(a) In recognition of all employees having computer access and regularly using the Employer's intranet for viewing the Collective Agreement, the Employer agrees to post an electronic version of the Collective Agreement on the Employer's Intranet after signing of this Agreement.

8.02 **Letter of Appointment**

(a) Upon hiring and/or appointment, the employee and the Union shall be provided with a statement of the employee's classification, employment status, pay level and rate of pay.

(b) The Union shall be informed of the appointment of an employee to an excluded position in writing within five (5) days of the appointment.

8.03 **Employer to Acquaint New Employees**

(a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect including the conditions of employment set out in the articles concerning checkoff and Stewards. The Chief Stewards shall be notified of the start dates of all new employees.

(b) A Union representative shall be provided an opportunity to participate in new employee orientation.

8.04 **Work Descriptions**

(a) Upon request by the employee, the Employer shall provide the work description outlining the duties and responsibilities assigned to their position. The Employer will endeavour to ensure that work descriptions are reviewed and revised at three (3) years, but in no circumstance shall it exceed five (5) years.

(b) The work descriptions shall include the minimum qualifications for the position. These descriptions shall be presented to the Union and shall become, for the life of this Collective Agreement, the recognized work descriptions, unless the duties of the position are significantly changed. The Union may present written objections within thirty (30) days.

If the Union presents written objections to a work description presented to it by the Employer, within thirty (30) days, the contentious work description shall be referred to the Labour Management Committee to resolve the difference.

8.05 **Bargaining Unit Information**

The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may be required by the Union for collective bargaining and administration of the Collective Agreement. No such information shall be unreasonably withheld by the Employer.

ARTICLE 9 - STEWARDS

9.01 **Recognition**

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

9.02 **Jurisdictional Areas and Notification**

The Union agrees to provide the Employer with a list of the employees designated as Stewards.

9.03 **Servicing of Grievances**

It is understood that Officers and Stewards 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, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld. The Officers and Stewards shall report back to the Supervisor before resuming the normal duties of this position.

ARTICLE 10 - EMPLOYMENT

10.01 **Employment Status**

Employees shall be appointed on a probationary, permanent or term basis.

10.02 **Probationary – Termination**

The Employer may terminate a probationary appointment at any time.

10.03 **Probationary Period**

(a) A newly hired employee shall hold their position on a probationary basis for a period not to exceed six (6) months.

(b) Where performance issues are identified by the Employer before the expiration of the six (6) month probationary period, the Employer may extend the probationary period for a further six (6) months. The Employer shall notify the Union in writing when an employee's probationary period is to be extended.

(c) In no case shall an employee's probationary period exceed twelve (12) months.

(d) A term employee is considered to have completed the probationary period after six (6) months cumulative service within the same department subject to the provisions of Article 10.03 (b).

10.04 **Termination Notice**

In the case of termination and where the probationary employee grieves, the Employer shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment with the Employer.

10.05 **Permanent Appointment**

A permanent employee is one who is hired to work indefinitely on a full-time basis and has successfully completed their probationary period.

10.06 **Term Employment**

(a) Term employment is employment for a specified limited period of time in accordance with the provisions of Article 10.06

(b) Term employment arises in two (2) situations:

Employees required to replace employees absent on leaves such as, but not limited to, Parental Leave, Injury on Duty Leave, Sick Leave and Long-Term Disability. In cases of Long-Term Disability, term employees may be appointed for up to twenty-four (24) months.

Special, limited duration situations arising from situations such as unpredictable increase in workload, experimental and/or special projects, not in excess of twenty-four (24) months, subject to mutual agreement.

(c) The hiring of term employees shall not detract from the commitment to fill vacancies and new positions of a permanent nature as set out in Article 11.

(d) (1) Should an employee's term be discontinued prior to its end date, the employee will be advised in writing not less than ten (10) days prior to the date of discontinuance.

(2) If notice is not given as per 10.06(d)(1) an employee shall continue to receive their pay for the number of days for which the notice was not given.

10.07 **Assignment of Permanent and Term Employees**

Unless otherwise agreed to by the parties, all permanent and term employees shall receive their regular job assignments through the procedures set out in Article 11.

10.08 **Casual Work**

(a) Casual Work is on-call unscheduled work intended to supplement the work of employees in situations of temporary employees' shortage. The period of hire for a casual shall be three (3) calendar months or less. Requirements in excess of three (3) months shall be subject to mutual agreement.

(b) Employee shortage shall include, but is not limited to:

(i) sick leave

(ii) vacation leave

(iii) leave for union activities

(iv) bereavement leave

(v) relief required during a posting period

(vi) unpredictable increases in workload

(vii) holiday or overtime lieu time

(viii) court or jury leave

(ix) family illness leave

(x) such other short-term leaves where it is not reasonably expected the absence will continue beyond one (1) month.

(c) Casual work shall be offered by seniority, to qualified and available employees who are entitled to recall in accordance with Article 14.

10.09 **Notification of Appointments**

The Employer shall advise the Union within five (5) days of the hiring, appointment or any other change of status of each employee in the bargaining unit.

10.10 **Students Hiring's**

The Union shall be notified in writing prior to students being utilized for work terms or summer employment. These work terms and summer employment shall not materially affect the composition of the bargaining unit.

10.11 **Diversity and Inclusion**

The Employer and the union believe in the value of diversity. The Employer shall designate annually two (2) positions in the bargaining unit for representational hiring, in accordance with parties commitment to diversity and inclusion in the workplace.

ARTICLE 11- FILLING VACANCIES

11.01 **Staffing Requirements**

The Employer shall meet all staffing needs for bargaining unit positions with bargaining unit employees, except for situations contemplated under Article 10.08 (b).

11.02 **Staffing Procedures**

(a) The following procedures are subject to the reassignment provisions in Articles 11.15 and 11.16.

(b) The staffing procedure is based on two (2) factors: status (whether the vacancy is a permanent position or a term position) and the frequency with which it is

competed (whether or not it is a "frequently competed position" as defined below). Therefore, the staffing procedures address four types of vacancies:

(i) frequently competed permanent positions;

(ii) non-frequently competed permanent positions;

(iii) frequently competed administrative term positions; and

(iv) non-frequently competed term positions.

(c) "Frequently competed positions" means Return to Work Assistant in either the WST or IST; Integrated Services Associate ("ISA") and Integrated Service Resolution Associate ("ISRA") or any other positions which may be agreed upon between the parties.

"Non-frequently competed positions" means all positions other than "frequently competed positions".

(d) Vacancies will be posted pursuant to Article 11.03, except in the case of frequently competed term positions, where the Employer will use the Anticipatory Vacancy List ("AVL") for the purpose of filling the vacancy (pursuant to Article 11.06).

11.03 **Job Posting**

(a) When a new position or vacancy is deemed to exist within the bargaining unit, the Employer shall, within seven (7) calendar days, post a notice of such new position or vacancy on the Employer's career page. This shall include all permanent and term positions and vacancies.

(b) The posting for a permanent or term position shall be for a minimum of five (5) days.

(c) The notice of vacancy shall indicate:

(i) the classification and duties of the position;

(ii) the work unit to which the position is regularly assigned;

(iii) preferred and minimum qualifications required and equivalencies as outlined in the approved work descriptions;

(iv) hours of work and salary; if a salary for a position is under review, the posting shall so state;

(v) the category of appointment (permanent or term) and, in the case of term appointment, the expected duration of the appointment;

(vi) whether the appointment is full-time or part-time.

(d) The job requirements as determined by the Employer must be relevant to the position. All jobs shall be filled on the basis of job performance, skill, ability, knowledge, and training.

(e) All bargaining unit positions shall be subject to internal competition prior to external competition, provided however, the Employer may post internally and externally simultaneously for positions where there is mutual agreement, but external applicants will only be interviewed if no internal applicants qualify and are successful in an interview.

(f) Positions shall normally be filled within twenty (20) days of the acceptance of an offer by the successful candidates.

11.04 **Selection Process on Job Posting**

(a) The Employer shall normally commence interviews for a position within one (1) month of the closing date of the job competition.

(b) For term positions, the number of interviews will be as follows:

(i) for levels 27 and under (Schedule "A") and levels 4 and under (Schedule "B"), the five (5) most senior applicants will be interviewed;

(ii) for levels 28 and above (Schedule "A") and levels 5 and above (Schedule "B"), the seven (7) most senior candidates will be interviewed;

(iii) for all levels, if there are no successful candidates in the initial (or subsequent) round of interviews, the three (3) next most senior candidates will be interviewed until all internal applicants have been interviewed; and

(iv) the number of candidates to be interviewed referred to above includes those candidates who elect to carry forward their interview score in accordance with the provision below.

(c) An applicant may elect to carry forward his/her interview score from a previous interview for the same position for a period of twenty-four (24) months so long as they continue to demonstrate satisfactory performance in their current job by way of the Employee Competency Job Match (ECJM) Form.

(d) Employees who have not completed their probationary period are not eligible to be interviewed for any permanent or term positions, except when the position is not otherwise filled internally. However, probationary employees may continue to apply for vacancies, as vacancies will not be reposted for this purpose.

(e) For the purposes of the selection process, candidates of equal merit shall be determined as follows: Raw scores are computed; the Employer will look at the candidate with the highest raw score, and should a more senior candidate with the next highest qualifying score (i.e. above pass rank) be within five percent (5%) or lower of the highest raw score, then the more senior candidate will be offered the position. If there is no other more senior candidate who has a score within the five percent (5%) range of the highest raw score, then the position will be awarded to the candidate with the highest score.

(f) If an employee applies for a competition and is successful and verbally accepts the offer, and then, within twenty (20) days from the time of the verbal offer, the employee changes their mind, or applies for and is successful in another competition, then the Employer can proceed to offer the position to the next successful candidate (the five percent (5%) rule would still apply). This process

would continue until all qualified internal candidates have been exhausted. If the internal process is non-productive, the Employer can then utilize an external staffing process (within the twenty (20) day posting window).

(g) The twenty (20) day posting window could only be applied once – from the time of the original verbal offer. For example, if the first successful candidate declines after accepting, or accepts another position, and the next successful candidate is offered the job, there would only be ten (10) days remaining if the job were offered at the tenth (10th) day of the twenty (20) day posting window. Article 11.04 (i) would still apply for the second qualified internal candidate, or any subsequent qualified internal candidate.

(h) If, on the twenty first (21st) day, the vacancy has not been offered or the Employer has not proceeded to the external staffing process as per paragraph (g), the job will have to be re-posted.

(i) The increase in pay for the new position would be effective either on the day the successful candidate started the new position, or on the twenty first (21st) day, whichever comes first.

(j) If the Employer or the Union feel there are extenuating circumstances that fall outside of the above, the issues will be discussed on a case by case basis with both parties before a grievance is filed.

(k) The Union will be notified on each case regarding the date of the verbal offer.

(l) Both sides agree to handle all issues in an expeditious manner.

11.05 **Role of Seniority in Selection Process on Job Posting**

Where it is determined by the Employer that:

(a) two (2) or more bargaining unit applicants for a position in the bargaining unit are qualified; and

(b) those applicants are of equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of seniority. The Employer may indicate at the time of posting that should there not be a successful, qualified bargaining unit candidate, it may consider bargaining unit members with less than the minimum qualifications.

11.06 **Anticipatory Vacancy Lists ("AVLs")**

(a) Establishment of Lists: AVLs will be established for use in filling frequently competed term positions of any duration.

(b) Competition

(i) Competitions will be held to establish AVLs. Each AVL will be refreshed by way of reposting every six (6) months or when the list is reduced to one (1) employee name (either only one (1) name exists on the list or only one (1) candidate is available for a term, whichever occurs first).

(ii) Employees who are on pregnancy, parental or other extended leave at the time of a competition may request to be interviewed upon their return from leave.

(c) Eligibility to Apply: To be eligible to apply for an AVL, an employee must:

(i) meet the qualifications outlined in the job posting for the position;

(ii) demonstrate satisfactory performance in their current position through the Employee Competency Job Match (ECJM) form; and

(iii) have completed their probationary period.

(d) Required Interview Score: To be placed on an AVL, an employee must attain at least the minimum required interview score (presently seventy-five percent (75%) for positions above level 19 (Schedule "A") or above level 2 (Schedule "B") and seventy percent (70%) for positions at level 19 and below (Schedule "A") and level 2 or below (Schedule "B").

(e) Placement on AVL After Competition: Employees who apply for an AVL shall be placed on a list if they meet the eligibility requirements set out in paragraph (c) and attain the required interview score for the position set out in paragraph (d).

(f) Placement on AVL After Application for Permanent Position: When a candidate who meets the eligibility requirements for a permanent posting attains the minimum required interview score for the permanent position, but is not the successful candidate for the position, and their name is not already on the AVL for that position, he/she may add their name to the AVL at that time.

(g) List by Seniority: Employees on an AVL shall be listed in order of seniority. When new names are added to an AVL, the AVL will be reorganized in order of seniority.

(h) Selection: Selection from an AVL will be made in order of seniority as vacancies arise, excluding employees who are "not available" because they have been assigned to a position from the AVL. The selected candidate has the right to decline an offer without giving up his or her right to be offered the next opportunity.

11.07 **General Procedure for AVL Lists**

(a) Continuation on List: When an employee's name has been added to the AVL, they may remain on the List for a period of twenty-four (24) months as long as they demonstrate continued satisfactory performance in their current job by way of the ECJM Form.

(b) Effect of Appointment on Appointee's Placement on AVL: Once a candidate accepts a term position, they will be considered "not available" for another assignment from the AVL, provided however when an employee is within twelve (12) weeks of the end of their term, the employee's "not available" status will be removed and the employee will be considered to be available for reassignment if (1) the twenty-four (24) month period for carrying forward an interview score has not yet expired; and (2) they continue to demonstrate satisfactory performance in their current job through the Employee Competency Job Match (ECJM) Form.

(c) Union Notification of Offer: The Employer will advise the Union of a candidate being offered a term position from a AVL prior to an offer being extended.

(d) General Administration re AVL: Human Resources will maintain the AVL: and provide a copy to the Union. Upon request, a candidate will be advised of where they place on the AVL.

11.08 **Assessment Period**

(a) Assessment Period: The Employer agrees that where there is a posting for a permanent position at level 19 or above (Schedule "A") or at level 2 or above (Schedule "B") before the Employer proceeds to consider external candidates, the Employer will offer a six (6) month assessment period to a permanent employee who has completed their probationary period and who has received an interview score which, although less than the minimum score normally required for the position, is within five (5) percentage points of that minimum score.

If there are two (2) or more employees within five (5) percentage points of the minimum score, the assessment period will be offered to the more/most senior employee.

(b) Back-filling: If an assessment period is offered to an employee in these circumstances, the position held by the employee at the time of receiving the offer shall be back-filled on a temporary term basis.

(c) Removal of Employee from Position: The Employer may end the assessment period and remove the employee from the position if, at any time during the assessment period, the Employer determines that the person is not satisfactory for the position, but normally the employee will be allowed to complete the assessment period.

(d) Limitations: This special opportunity is given to employees on a limited basis:

(i) only once per employee per position; and

(ii) only once per vacancy (and therefore if an employee is not successful in such an assessment period, then a similar opportunity will not be offered to a second person for the same vacancy).

(e) Restrictions After Unsuccessful Assessment Period: If an employee is not successful in the assessment period and is removed from the position:

(i) the employee cannot carry forward their interview score;

(ii) the employee is not eligible to apply for or be placed in the same position (term or permanent) for at least twelve (12) months.

(f) Simultaneous Posting: If the Employer reposts the same position after removing an employee during the assessment period, the Union agrees that the Employer may simultaneously post the vacancy both internally and externally.

11.09 **Summary and Overview**

For clarity, the process for filling vacancies (after any reassignments) is as follows:

(a) For frequently competed permanent positions:

(i) Post vacancy internally.

(ii) Candidates that have interviewed previously in the last twenty-four (24) months, but are not on an AVL, may carry forward score from previous interview or may opt to re-interview (most recent score is used).

(iii) Interview and offer to applicant in accordance with Article 11.04 with first interviews being of employees who have completed probationary period.

(iv) If no successful candidates from above, interview qualified probationary candidates.

(v) If vacancy is not filled internally, post externally and proceed to external candidates, subject to 11.09.

(b) For non-frequently competed permanent positions:

(i) Post vacancy internally and where mutual agreement, post internally and externally simultaneously, but only interview external applicants if no internal candidate is selected.

(ii) Candidates that have interviewed previously may carry forward score from previous interview for up to twenty-four (24) months or may opt to re-interview in which case the new score must be used.

(iii) Interview and offer to applicant in accordance with Article 11.04 with first interviews being of employees who have completed probationary period.

(iv) If no successful candidates from above, interview qualified probationary candidates.

(v) If vacancy not filled internally, proceed to external candidates, subject to 11.09.

(c) For frequently competed term administrative positions:

(i) Use AVL for terms of any length.

(ii) If not filled through the AVL, post internally and interview the pre-determined number of internal candidates.

(iii) If no successful candidates from above, interview predetermined number of qualified probationary candidates.

(iv) If not filled internally from above, post externally and proceed to external candidates.

(d) For non-frequently competed term positions:

(i) Post internally and, where mutually agreed, post internally and externally simultaneously (but only review external applicants if no internal applicants qualified or are successful in the interview).

(ii) Interview the pre-determined number of internal candidates.

(iii) If no successful candidates from above, interview predetermined number of qualified probationary candidates.

(iv) If not filled internally, proceed to external candidates.

11.10 **Return to Former Position**

Permanent employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of said term. If the employee's permanent position has become redundant, the employee shall be entitled to the rights set out in Article 14.

11.11 **Trial Period**

The successful applicant for promotion to a new or vacant position shall be placed on a trial period for sixty (60) days worked in the new classification. If the successful applicant proves unsatisfactory in the new position during the aforementioned trial period or wishes to return to their former position, they shall be returned to their former or similar position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority.

11.12 **Eligibility During Last Twelve (12) Weeks of Term**

Subject to Article 11.10, the successful candidate who is chosen for any term assignment shall be eligible to apply for or accept any non-permanent position twelve (12) weeks prior to the expiry of their term. If the appointment is extended by the Employer, after the employee's initial acceptance, the employee is obliged to serve the original term, but not the extension.

Should an employee who has been chosen for any term position subsequently request to be released from their commitment to serve the complete length of the term position, such request shall require the mutual agreement by the Employer and the Union.

11.13 **Training**

The Employer shall provide training as per the Training Policy, which may be changed from time to time.

11.14 **Requests for Reassignment**

(a) Permanent employees who wish to be reassigned to another assignment via an employee initiated lateral transfer shall submit their request on a specific form designated for that purpose to their permanent manager with a copy to the Chief Steward of the Union and the Human Resources Department. Employees may modify their request at any time by giving notice to the Human Resources Department, the current manager, and the Union on the specified form. A current and updated copy of the Transfer Request List shall be maintained by the Employer.

(b) A "lateral transfer" means an assignment of duties in the same Job Classification and Position title in a different work unit. "Work unit" is any of the following: Psychological Injury; Return to Work; and Central Services.

(c) When an employee is promoted, transferred, reassigned, or granted an approved leave of absence for greater than twelve (12) months or, terminates employment and a need exists, the Employer shall use the Transfer Request List to determine if any employees have requested a lateral transfer to that particular unit.

(d) If more than one employee has requested a lateral transfer to a particular unit, subject to Article 11.14 (h), the Employer shall select the employee on the Transfer Request List with greatest length of seniority who demonstrates satisfactory performance in their current job by way of the Employee Competency Job Match (ECJM) Form.

(e) Employees normally shall not be eligible to request a further lateral transfer unless they have worked at least twelve (12) months in their current assignment due to a previous transfer.

(f) The Employer shall use the Transfer Request List and the transfer process to fill all vacant positions which result from the first lateral transfer. The transfer process shall be repeated until no employees remain on the Transfer Request List.

(g) At that point, if a position or assignment is still unfilled, the Employer shall post a vacancy pursuant to Article 11 of the Collective Agreement. The job posting shall indicate the work assignment and its work location. Positions shall not be posted until the lateral transfer process and list has been completed.

(h) If the Employer does not select the most senior person from the Transfer Request List for the assignment, the Employer shall inform the employee of the reasons for its decision in writing. The employee will maintain their position on the Transfer Request List.

11.15 **Reassignment**

(a) Notwithstanding any other provision in this Collective Agreement, the Employer has the right to assign or reassign employees or work as required within the same job classification and position title in the same geographic location (geographic locations are Sydney and Halifax).

(b) The Employer shall first attempt to utilize Article 11.14 when dealing with reassignment issues.

(c) The Employer will notify the Union in writing of the reassignment of any employee(s) pursuant to this Article.

(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 of the grievance procedure.

(e) Before a grievance on reassignment is referred to arbitration, the circumstances are to be reviewed by the Labour Management Committee.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.01 **Just Cause**

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

12.02 **Notification**

Where an employee is disciplined, suspended without pay, or discharged, the Employer shall, within ten (10) days of the suspension or discharge notify the employee and the Union in writing by registered mail or personal service, stating the reason for the suspension or discharge.

12.03 **Reinstatement**

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 12.01, that employee shall be reinstated as soon as possible in their former position without loss of seniority or any other benefit which would have accrued to them if 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.

12.04 **Record of Disciplinary Action**

(a) The Employer agrees not to introduce as evidence in a grievance meeting or arbitration hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

(b) Notice of a disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period, with the exception of disciplinary action related to sexual misconduct, violence in the workplace, discrimination or human rights violations. Notices of disciplinary action related to those offences will remain on the personnel file for 5 years.

12.05 **Employee Access to Personnel File**

An employee shall be entitled to review the file maintained by the Employer with respect to the employee, upon providing notice to the Employer. An employee or persons authorized by the employee shall be entitled to obtain copies of any material on their file.

ARTICLE 13 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

13.01 **Employee Performance Review**

(a) A formal written review of an employee's performance shall be conducted on a yearly basis.

(b) 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 seventy-two (72) hours to review the performance review prior to providing any response to the Employer, verbally or in writing with respect to the evaluation.

13.02 **Notice of Performance Improvement Requirements**

The Employer will notify an employee in writing where, during the period between the formal performance evaluation processes, the Employer has observed that certain aspects of an employee's performance require improvement. In the event that an employee is entering a performance intervention process, the Employer will engage the Union in discussions before any formal documentation is placed on an employee's file.

ARTICLE 14 - JOB SECURITY

14.01 **Application**

For the purposes of this Article, "employee" means permanent employee and a permanent employee on probation.

14.02 **Seniority List**

(a) The Employer agrees to post a seniority list within thirty (30) days of the signing of this Agreement and from year to year thereafter.

(b) Issues regarding employee seniority must be addressed within thirty (30) days of the posting of the revised seniority list. After the thirty (30) day period, the list shall be relied upon as posted or/and amended.

14.03 **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 deemed to have resigned; a deemed resignation shall be defined as being absent from the workplace for ten (10) or more consecutive days without permission;

(d) the employee is struck from the recall list in accordance with Article 14.10(d);

(e) the employee is laid off for more than twenty-four (24) consecutive months without recall;

(f) the employee leaves the bargaining unit to work in a permanent excluded position.

14.04 **Consultation**

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

14.05 **Layoff**

(a) Subject to the limitations in this Article, an employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.

(b) Where an employee's position becomes redundant, the provisions of Article 14.09 shall apply.

14.06 **Layoff Procedure**

(a) Where the layoff of bargaining unit members is necessary, and provided ability, skill and qualifications are sufficient to perform the job, employees shall be laid off in reverse order of seniority.

(b) Term employees shall be laid off prior to the layoff of a permanent employee in the same classification.

14.07 **Alternatives to Layoff**

The Employer shall not give a notice of layoff to any employee before the Employer has first attempted to place an employee in a vacant position in accordance with the procedure in Article 14.09(a).

14.08 **Notice of Layoff**

(a) Forty (40) days' notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off.

(b) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.

(c) If forty (40) days' notice of layoff is not sent to the Union and the employee(s) as required in Article 14.08(a), the notice of layoff shall be null and void.

(d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:

(e) to exercise placement/displacement rights in accordance with the procedures set out in Article 14.09;

(f) to accept layoff and be entitled to recall in accordance with Article 14.10;

(g) resign with severance pay.

14.09 **Placement/Displacement Procedure**

(a) Subject to consideration of ability, experience and 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 14.07 or whose position has become redundant, shall have the right to be placed in a vacancy in the following sequence:

(1) same position classification title, same office location;

(2) any position classification title, same office location.

(3) At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of their choice. If there is more than one (1) employee affected, their order of preference shall be determined by their order of seniority;

(b) An employee is not required to accept a vacant position or a displacement which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy or displacement at any step in the placement/displacement procedures under this Article shall be entitled to exercise their rights at the next subsequent step in the procedures outlined herein.

(c) Prior to proceeding to Article 14.09 (d), the Union and Employer shall meet to discuss alternative measures to giving notice of layoff. Where the Union and the Employer agree that alternative measures will be undertaken, no further activity in the sequence set out in Article 14.09 will take place until all such measures are exhausted. Such alternative measures shall be deemed to not violate the Collective Agreement.

(d) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 14.09(b), the employee shall have the right to displace another employee with the least seniority who is in the same position classification title, within the same office location.

(e) If a displacement is not available under (d) above, the employee shall have the right to displace another employee with the least seniority who is in any equal or lower position classification title, in the same office location. Such displacement is subject to consideration of Article 14.09(a).

(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 any other office location. Such placement rights shall be exercised in respect to any other office location, in accordance with the provisions in the sequence set out in 14.09(a) and 14.09(b) and, the employee is entitled to a choice of position.

(g) If a vacancy is not available under (f) above, the employee shall have the right to displace another employee with the least seniority who is in the same position classification title within any other office location. Such displacement is subject to consideration of Article 14.09(a).

(h) If a displacement is not available under (g) above, the employee shall have the right to displace another employee with the least seniority who is in any equal or lower position classification title in any other office location. Such displacement is subject to consideration of Article 14.09(a).

(i) An employee who chooses to exercise rights in accordance with Article 14.09(a) may elect at any step, beginning with Article 14.09(a) to accept layoff and to be placed on the recall list or to resign with severance pay in accordance with Article 14.12.

(j) A permanent employee who is placed in a term position shall retain their status as a permanent employee.

(k) An employee who is placed in or who displaces to a position which has a lower maximum salary than the employee's classification shall receive salary protection on a Present Incumbent Only (PIO) basis, for eight (8) months. At the completion of eight (8) months of PIO salary, the employee shall move to the step in his new lower classification which provides a salary closest to, but not less than, his PIO salary.

(l) Each employee who is displaced pursuant to Article 14.09 shall be entitled to the full rights contained in Article 14.09 including an offer to voluntarily resign with severance and shall be considered in receipt of a layoff notice from the Employer. A displaced employee shall not be considered to be laid off for the purposes of the period of notice required under Article 14.08.

(m) An employee will have a maximum of two (2) full days to exercise their rights at any of the foregoing steps of the placement/displacement procedures provided for herein.

(n) The Employer shall ensure a familiarization period subsequent to the placement/displacement process to enable the employee to perform the duties of the position.

(o) Should a position in the employee's original position classification title become available up to twelve (12) months subsequent to lay-off, the employee shall have the option to return to that position.

14.10 **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 vacant position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the bargaining unit represented by the Union.

(c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.

(d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title, 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, at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which they are employed elsewhere.

(e) Employees on the recall list shall be given first option of filling vacancies normally filled by casual employees, 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 the terms and conditions of the Collective Agreement applicable to their status shall continue to apply. During such periods of casual work, the employee shall remain on the recall list.

14.11 Termination of Recall Rights

If the layoff lasts for more than twenty-four (24) consecutive months without recall, the layoff shall be a termination of employment and recall rights shall lapse.

14.12 Severance Pay

(a) At the end of the twenty-four (24) month period referred to in Article 14.11 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the Employer shall pay a severance allowance equivalent to four (4) weeks' pay, for each year of service and proportionately less for a partial year of service, to a maximum of fifty-two (52) weeks' pay and with a minimum of eight (8) weeks' pay.

(b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.01.

14.13 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.

14.14 Preservation of Bargaining Unit Work

The Employer agrees not to hire persons at the Board outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

Hours of work shall be scheduled for employees on a regular basis, so that employees on a weekly basis work thirty-five (35) hours exclusive of meal break, Saturday and Sunday. Hours of work shall not normally begin before 7:00 a.m. nor end after 7:00 p.m. Effective January 1, 2027, subject to business needs, working hours will generally be scheduled during core business hours of 8:00 am to 4:30 pm. The Employer will consider reasonable exceptions upon request.

15.02 Employee Rights

No employee shall be required to work other than the hours of work as set out in Article 15.01 except by mutual agreement between the Union and the Employer.

15.03 **Meal Breaks**

Meal breaks shall not be less than thirty (30) minutes in a day for employees whose work schedules are provided for in Article 15.01.

15.04 **Rest Periods**

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

15.05 **Flexible Working Hours**

The Employer shall, where operational requirements and efficiency of the Employer permit, authorize a flexible working hours schedule.

15.06 **Modified Work Week**

(a) Where employees in a unit have indicated a desire to work a modified work week, the Employer may authorize a modified work week schedule, providing operational requirements permit and the provision of service is not adversely affected. The averaging period for a modified work week shall not exceed four (4) calendar weeks and the work day shall not exceed ten (10) hours. Employees must schedule their modified day on any day of the week in consultation with management and where operational requirements make it feasible. A modified day must be earned before it can be taken.

(b) Effective September 1, 2026, employees working modified work hours will commence a three (3) week cycle and averaging period.

(c) Effective December 31, 2027, employees working modified hours will commence a four (4) week cycle and averaging period.

(d) Where an employee's modified day falls on a holiday, the Employer shall permit the employee to take their modified day on another day.

(e) New employees who are eligible to work a modified work week will be ineligible to work a modified work schedule for their first three (3) months of employment.

15.07 **Return to Regular Hours**

In the event that a modified work week or a flexible working hours system provided for in Articles 15.05 and 15.06:

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

(b) incurs an increase in the 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, employees shall be provided with sixty (60) calendar days' notice of such requirement.

15.08 **Conversion of Hours**

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

- calculation of service under Article 1.01(i)(2)

- annual vacation entitlement

- vacation carryover

- paid holiday under Article 22.01

- bereavement leave

- leave for birth of child or adoption

- sick leave

- acting pay qualifying period

ARTICLE 16 - JOB SHARING

16.01 **Job Sharing Conditions**

The terms and conditions governing job-sharing arrangements will be as mutually agreed to by the Union and the Employer.

16.02 **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.

16.03 **Rights and Benefits**

Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the collective agreement.

16.04 **Operational Requirements**

Job-sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.

16.05 **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 level and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be shared.

16.06 **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 (2) employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate supervisor of the position to be job shared.

16.07 **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 (2) year 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 full time positions they held prior to entering into the job-sharing arrangement.

16.08 **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.

16.09 **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 1.01(i) (2) of the Collective 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.

16.10 **Regular Work Hours**

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

16.11 **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 Collective Agreement.

(b) Sick Leave Illness

One-half of the entitlement provided for under Article 31, up to a maximum of the equivalent of fifteen (15) days at the appropriate full time salary level.

(c) Long Term Disability

Based on one-half (1/2) the employee's normal full-time salary with the Employer subject to the terms of the LTD Plan.

(d) Other Paid Leaves

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

(e) Group Life Assurance

Based on one-half (1/2) the employee's normal full-time salary with the Employer subject to the terms of the life insurance policy.

(f) Monthly Allowances/Premiums

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

16.12 **Pension**

Pursuant to Article 29 of the Collective Agreement, employees shall continue to be covered by the provisions of the applicable pension plan. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 16.09 and their pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

16.13 **Termination**

In the event one of the participants leaves the job-shared position (e.g. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will be terminated 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.

16.14 **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.

16.15 **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 16.07, 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.

16.16 **Filling of Vacancy**

A position vacated by an employee participating in a job-sharing arrangement shall be posted in accordance with the procedures set out in Article 11.

16.17 **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.

16.18 **Exception**

(a) Job sharing arrangements outside of the above noted articles will be considered on a case-by-case basis by the Labour Management Committee.

(b) In circumstances other than a 50/50 job share, pro-rating will be calculated accordingly.

ARTICLE 17 - OVERTIME

17.01 **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.

(b) "time and one half" means one and one-half (1 1/2) times the straight time rate calculated by the formula:

$$\frac{\text{biweekly rate}}{70} \times 1.5$$

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

$$\frac{\text{biweekly rate}}{70} \times 2$$

17.02 **Allocation and Notice of Overtime**

Subject to operational requirements, 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 adequate advance notice of this requirement.

17.03 **Union Consultation**

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

17.04 **Overtime Compensation**

Subject to Article 17.05 an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by them.

17.05 **Overtime Eligibility**

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

17.06 **Form of Compensation**

Compensation for overtime shall be paid except where, upon the 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. Time off in lieu of pay shall be scheduled to be taken at a mutually agreeable time.

17.07 **Overtime Meal Allowance**

An employee who works a minimum of three (3) hours overtime following their scheduled hours of work and following their regular shift 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 he/she shall be reimbursed his/her expenses for one (1) meal in the amount of fifteen ($15.00) dollars, except where free meals are provided.

17.08 **Computation of Overtime**

In computing overtime, a period of less than thirty-five (35) minutes shall be counted as one half (1/2) hour and a period of thirty-five (35) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

17.09 **Overtime on Second Day of Rest**

An employee who is required to work overtime on their second or subsequent day of rest is entitled to compensation at double time for all hours worked.

17.10 **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 or their rate whichever is higher.

17.11 **Time Off In Lieu of Overtime**

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 on the subsequent bi-weekly pay. Notwithstanding, employees may bank their time off with pay in lieu by mutual agreement between the Employer and the employee. Time off in lieu of pay shall be scheduled to be taken at a mutually agreeable time.

17.12 **Advance Notice of Overtime Requirements**

An employee who is required to work overtime which does not immediately follow their shift shall be given not less than four (4) hours prior notice. If such notice is not given, the provisions of 18.01 shall apply. A meal shall not be considered as breaking the continuity of such overtime.

17.13 **No Layoff to Compensate for Overtime**

An employee shall not be subject to lay off by the Employer during regularly scheduled hours of work established in accordance with Article 15 in order to equalize any overtime worked.

17.14 **Emergency Overtime**

(a) Employees who work emergency overtime may request reimbursement for reasonable costs incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the employee for child care expenses which would have normally been incurred.

(b) In situations of emergency overtime, where an employee does not have access to a vehicle to return to their place of residence, the employee will be reimbursed their actual transportation costs.

ARTICLE 18 - STANDBY AND CALLBACK

18.01 **Standby Compensation**

Employees required to standby shall receive standby pay. The rates for standby are set out below for both regular and holiday days:

Regular: $20.00 *per* shift

Holiday: $40.00 *per* shift

18.02 **Limit on Standby**

Employees shall not be required to work unreasonable amounts of standby.

18.03 **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.

(b) The Employer will supply pagers and cellular telephones in good working condition to members of the bargaining unit who are designated for standby duty.

18.04 **Failure to Report**

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

18.05 **Callback Compensation**

(a) An employee who is called back to work and who reports to work shall be compensated for a minimum of four (4) hours pay at straight time rates for the period worked, or at the applicable overtime rate, whichever is greater.

(b) The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

18.06 **Meaning of Holiday**

When a paid holiday falls on a Saturday or Sunday which is an employee's regular day of rest, the Employer grants the holiday on another day under Article 22.03. For the purposes of compensation under Article 18, in particular stand-by pay under Article 18.01 and the applicable overtime rate for call-back compensation under Article 18.05, "holiday" means the actual calendar day of the holiday on the Saturday or Sunday and not the other day granted under Article 22.03.

18.07 **Transportation Allowance**

Effective on the date of signing of the Agreement, employees called back shall be reimbursed their actual mileage with a minimum of nine dollars and eighty-four cents ($9.84) per call for transportation to and from the place of work.

ARTICLE 19 - TRANSPORTATION

19.01 **Kilometer Allowance**

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

0 – 16,000 kms	51.13 cents/km
Over 16,000 kms	45.13 cents/km

(b) An employee who is required to provide an automobile for the purpose of carrying out employment functions pursuant to Memorandum of Agreement #2, shall have the following options effective April 1, 2015:

(i) Option 1 - kilometrage only:

Same rates as paragraph (a);

OR

(ii) Option 2 - a monthly allowance plus kilometrage:

$397.48 per month plus 29.33¢ per kilometer.

(c) Where an employee, other than an employee who has selected Option 2 set out in paragraph (b) above, transports other employees in their private automobile for the purpose of the Employer's business:

(i) if three (3) or more additional employees are transported: the applicable rate plus 9¢ per kilometer;

(ii) if fewer than three (3) additional employees are transported: the applicable rate plus 6¢ per kilometer.

(d) (i) The Employer agrees to adjust the rates in Article 19.01(a) and (b) to Civil Service rates if, during the life of this Collective Agreement, an increase is negotiated. (The Employer will not adjust the rates downward, but if Civil Service rates are adjusted downward, any future increases in the Employer's rates will be calculated as if its rates had been reduced - so the Employer rates will be maintained until Civil Service rates exceed the Employer rates.)

(ii) Any upward adjustment in rates shall be effective on the same date as they apply to the Civil Service

19.02 **Other Expenses**

(a) Reasonable expenses incurred by employees in travel on the business of the Employer shall be reimbursed by the Employer, as per the Travel Expense Policy C 2.3 which is attached as Memorandum of Agreement #2, but which does not form part of this Collective Agreement.

(b) The Employer agrees not to decrease any rate in the Travel Policy during the life of this Collective Agreement.

(c) The Employer will reimburse employees who are authorized to use their own vehicle on the Employer's business or required to provide an automobile for the purposes of carrying out employment functions for any cost of business use insurance incurred by the employee as a result of using their automobile on the Employer's business, to the maximum of three hundred dollars ($300.00) per year, upon provision of a receipt.

ARTICLE 20 - PAY PROVISIONS

20.01 **Rates of Pay**

(a) The rates of pay contained in Schedule A and Schedule B form part of this Collective Agreement.

(b) Schedule "B" applies to those positions which have been subject to classification review under the Job Evaluation System established under Article 34 effective June 1, 2018. Once a position in Schedule "A" has been subject to classification review under the Job Evaluation System, the position shall be transferred from Schedule "A" to Schedule "B" with the employees in that position being paid in accordance with Schedule "B", subject to any salary protection (Present Incumbent Only) under Article 34.07. Any new positions created after the ratification of this Agreement will be subject to classification review under the Job Evaluation System and employees in such positions shall be paid under Schedule "B".

20.02 **Rate of Pay Upon Appointment**

Subject to Article 20.03, the rate of compensation of the person upon appointment shall be the rate prescribed for the class to which they are appointed.

20.03 **Exception**

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 class 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.

20.04 **Rate of Pay Upon Promotion and/or Reclassification**

(a) An employee who is promoted to a position having a higher salary scale, shall be paid at the salary rate next higher to the salary rate received prior, provided that the new salary rate represents a minimum of one hundred and four percent (104%) of the regular earnings which the employee would have received in the next fifty-two (52) week period, had no promotion taken place.

(b) An employee whose position has been classified upwards shall be paid at the salary rate next higher to the salary rate received prior to the effective date of the reclassification, provided that the new salary rate represents a minimum of one hundred and four percent (104%) of the regular earnings which the employee was receiving prior to the effective date of the reclassification.

20.05 **Exception**

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 20.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified employee to the position.

20.06 **Anniversary Date**

The anniversary date of an employee shall be the date of appointment. The anniversary date will only change if:

(a) the employee is promoted to a permanent position, in which case the effective date of the promotion becomes their new anniversary date;

(b) the employee is promoted to a term position, in which event the effective date of the promotion becomes the "interim anniversary date" with respect to meritorious increments while the employee is in the term position. Upon completion of the term and return to the original job, the employee shall be placed at the step they would have been at had the term appointment never been made, and the anniversary date shall revert back to the former date;

(c) 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.

(d) In conjunction, with 11.04(j), the effective date in 20.06 (a) and (b) will be the day the employee starts their new position, or the twenty first (21st) day, whichever comes first.

20.07 **Salary Increments**

(a) The Employer shall grant an increment for satisfactory service, subject to the classification maximum, after an employee has served for a period of twelve (12) months following the first day of the month established in Article 20.06 or twelve (12) months following the date of a change in their rate of compensation as established in Articles 20.04 and 20.05 and thereafter at least every twelve (12) months, provided the employee's performance has been satisfactory.

(b) The Employer 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 20.06.

20.08 **Acting Pay**

(a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, they shall receive payment of acting pay, including the three (3) days. The acting pay received shall provide for the greater of:

(i) the first-year rate in the position in which the employee is acting; or

(ii) the equivalent to a placement in the new salary range which will give the employee at least one hundred and four percent (104%) of the employee's present regular rate. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

(b) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

20.09 **Notice of Withheld Increment**

When an increase provided for in Article 20.07(a) is withheld, the reason for withholding shall be given to the employee in writing by the Employer at least ten (10) days in advance of the employee's anniversary date.

20.10 **Granting of Withheld Increment**

When an increase provided for in Article 20.07(a) is withheld, the increase may be granted on any subsequent day of any month after the anniversary date upon which the increase was withheld.

20.11 **Implementation of Negotiated Increases**

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

ARTICLE 21 - VACATIONS

21.01 Vacation Year

The vacation year means the twelve (12) month period beginning January 1 and concluding December 31.

21.02 Annual Vacation Entitlement

An employee shall be entitled to receive annual vacation leave with pay:

(a) each year during their first sixty (60) months of service at the rate of one and one-quarter (1-1/4) days for each month of service; three (3) weeks during the first five (5) years of service;

(b) each year after sixty (60) months of service at the rate of one and two-thirds (1-2/3) 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 1/12) days for each month of service; five (5) weeks after fourteen (14) years of service;

(d) each year after two hundred and seventy-six (276) months of service at the rate of two and one-half (2 1/2) days for each month of service; six (6) weeks after twenty-three (23) years of service.

21.03 Vacation Use

Vacation shall be taken in the year it is earned except as provided elsewhere in this agreement.

21.04 Authorization

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

21.05 Employer Compensation Upon Separation

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

21.06 Vacation Scheduling

(a) Except as otherwise provided in this collective agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of their vacation preference before November 15. The Employer will indicate in writing if the employee's request is authorized before December 15. This shall cover the period from January 1 to March 31 of the upcoming vacation year.

(b) The employee shall advise the Employer in writing of their vacation preference before February 15 of the current vacation year. The Employer will indicate in writing if the employee's request is authorized before March 15th. This shall cover the period from April 1 to December 31.

(c) Preference of vacation schedule shall be given to those employees with the greater length of seniority.

(d) Should, after the vacation schedule is posted, operational requirements permit additional employees to be on vacation leave, such opportunity shall be offered to employees in a work unit by length of service.

21.07 **Employee Request**

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

21.08 **Unbroken Vacation**

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

21.09 **Vacation Carry Over**

(a) Except as otherwise provided in this collective agreement, vacation leave for a period; of not more than ten (10) days may, with the consent of the Employer, be carried over to the following year, and shall be paid out if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Employer not later than October 31 of the year in which the vacation is earned, provided however that the Supervisor may accept a shorter period of notice of the request.

(b) An employee unable to take vacation leave due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

(c) An employee may, in extenuating circumstances, carry over more than ten (10) days to the following year, subject to the Employer's approval, which shall not be unreasonably withheld.

21.10 **Accumulative Vacation Carry Over**

(a) An employee, with the approval of the Employer, may be granted permission to carry over five (5) days of their vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Employer, it will not interfere with the efficient operation of the Board.

(b) The vacation leave approved pursuant to Article 21.10(a), shall be used within five (5) years subsequent to the date on which it was approved and may be paid out or extended at the Employer's discretion.

21.11 Borrowing of Unearned Vacation Credits

Subject to the approval of the Employer, an employee who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

21.12 Employee Compensation Upon Separation

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

21.13 Recall from Vacation

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

21.14 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 that they incur:

(a) in proceeding to his/her place of duty; and

(b) in returning to the place from which they were recalled if they immediately resumes vacation leave upon completing the assignment for which they were recalled.

21.15 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 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. The vacation period calculation shall include Float, or Modified days abutting Vacation days.

21.16 Vacation Credits Upon Death

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

21.17 Vacation Records

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

21.18 Reinstatement of Vacation upon Recall

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

ARTICLE 22 - HOLIDAYS

22.01 **Paid Holidays**

The holidays for employees shall be:

(a)	New Year's Day	(g)	Labour Day
(b)	Nova Scotia Heritage Day	(h)	National Day of Truth & Reconciliation
(c)	Good Friday	(i)	Thanksgiving Day
(d)	Easter Monday	(j)	Remembrance Day
(e)	Victoria Day	(k)	Christmas Day
(f)	Canada Day	(l)	Boxing Day

(m) 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, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

(l) one-half (1/2) day beginning at 12:00 noon on Christmas Eve Day.

(n) any other day or part of a day declared by the Employer to be a holiday.

22.02 **Exception**

Article 22.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

22.03 **Holiday Falling on a Day of Rest**

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

(a) the working day immediately following their day of rest, or;

(b) the day following the employee's annual vacation, or;

(c) another mutually acceptable day between the Employer and 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 1/2) times their regular rate as follows:

(a) compensation at one and one-half (1 1/2) times their regular rate, 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 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.

22.06 **Overtime on a Holiday**

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:

(a) compensation at two (2) times their regular rate, 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 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 22.06(b), compensation shall be granted at the employee's regular rate of pay.

22.07 **Time Off in Lieu of Holiday**

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

ARTICLE 23 - OTHER LEAVES

23.01 **Special Leave**

The Employer may grant to an employee:

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

(b) special leave with pay for reasons other than those covered under 23.02 to 23.15 inclusive, for such period as it deems circumstances warrant;

(c) a leave of absence for up to twenty-four (24) months to work in an excluded position;

(d) special leave and upon four (4) weeks' notice to the Employer, be entitled to return to their position earlier than the expiry date of the leave.

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 for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, step-parent(s), brother, sister, partner child of the employee, father-in-law, mother-in-law, daughter-in-law,

son-in-law, stepchild, guardian or ward of the employee, grandparent or grandchild, brother-in-law, sister-in-law, of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

Notwithstanding, an employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.

(b) Every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parent(s), and spouse's grandparent(s). In these circumstances, an employee may also be granted up to one (1) day for travel, with up to two (2) days for out of province travel, for the purpose of attending the funeral, and shall be paid for such travel day(s) which is/are not regularly scheduled days of rest.

(c) The above entitlement is subject to the requirement of proper notification being made by the employee to the Employer.

(d) 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.

(e) Should a funeral, memorial or similar service be scheduled at a later date, a portion of bereavement leave may be deferred for the purpose of attending that service.

(f) A modified day which falls on a day during bereavement leave shall be rescheduled.

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:

(c) in or under the authority of a court, or;

(d) 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;

(e) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

(f) Where an employee, as a result of the functions they fulfill on behalf of the employer, is required to serve pursuant to Article 23.03(b), on a day other than a regularly scheduled work day, they shall be granted another day of rest or vacation day.

23.04 **Jury Compensation**

Any employee given leave of absence with pay to serve on a jury pursuant to Article 23.03 shall have deducted from their salary an amount equal to the amount that the employee receives for such jury duty.

23.05 **Pregnancy Leave**

(a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.

(b) An employee shall no later than the fifth month of pregnancy forward to the Employer a written request for pregnancy leave.

(c) The Employer may, prior to approving such 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 as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.

(e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, no sooner than one (1) week after the date of delivery.

(f) A pregnant employee shall provide the Employer with at least four (4) weeks' notice in writing of the date they will begin their pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicate they will take the maximum leave to which the employee is entitled. Such notice may be amended at any time by the employee:

(i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;

(ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;

(iii) by adding the date that the employee will return to work if the notice is amended at least two (2) weeks before the employee would have been required to return to work.

(g) Where notice as required under Article 23.05(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of their leave or their return to work.

(i) the date the employee will begin the pregnancy leave where they are advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from their pregnancy; and

(ii) the delivery where the actual delivery occurs sooner than expected.

23.06 **Pregnant Employee Rights**

(a) The Employer shall not terminate the employment of an employee because of their pregnancy.

(b) The Employer may require a pregnant employee to take unpaid leave while the duties of her position cannot reasonably be performed by a pregnant person or if their work performance is materially affected, subject to the protection provided to pregnant employees by the *Human Rights Act*;

(c) An employee experiencing illness arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave, shall be granted sick leave in accordance with the provisions of Article 31.

23.07 **Pregnancy Leave Allowance**

(a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are 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 Benefits (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 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, as follows:

(i) where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits; and

(ii) up to a maximum of five (5) additional weeks.

(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 employee's 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 if 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.

23.08 **Parental Leave**

Definition

(a) "Parental Leave" is an unpaid leave available to an employee employed with the Employer who becomes a parent through

(i) birth of the child or children; or

(ii) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province.

(b) Parental Leave

An employee who becomes a parent of one or more children is entitled to a leave of absence of up to seventy-eight (78) weeks or longer if provided by the *Employment Insurance Act*, SC 1996, c 23, upon giving the Employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

(c) Parental Leave Following Pregnancy Leave

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:

(i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work; and

(ii) shall end not later than seventy-eight (78) weeks, or longer if provided by the *Employment Insurance Act*, SC 1996, c 23, after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end.

(d) Parental Leave for Partner

(i) The parental leave for an employee who becomes a parent of one or more children, other than a parent for whom provision is made in 23.08(c), shall begin on such date coinciding with or after:

a. the birth of the child or children;

b. the date the child or children first arrive in the employee's home; or

c. in the case of international adoption, upon the arrival of the Employee in the child's or children's native country to complete the adoption,

as the employee determine, and;

(ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

23.09 **Parental Leave Allowance**

(a) An employee entitled to parental 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 Benefits (S.E.B.) Plan.

(b) In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of 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, as follows:

(i) where the employee is subject to a waiting period of one (1) week before receiving E.I. benefits; and

(ii) up to a maximum of ten (10) additional weeks.

(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 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 benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.

(e) The Employer will not reimburse the employee for any amount if 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*.

23.10 **Rights of Employees on Pregnancy or Parental Leave**

(a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

(b) When an employee reports for work upon the expiration of the period referred to in 23.05 or 23.08, they shall resume work in the same position they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave.

(c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.

(d) While an employee is on pregnancy or parental leave, the employee has the option of maintaining coverage for medical, extended health, group life and any other employee benefit plan in which the employee participated prior to the commencement of that period. Where the employee opts to maintain the benefit plan, the employee shall continue to pay their share of premium costs for maintaining such coverage during the period of leave and the Employer shall continue to pay its share of premium costs for maintaining such coverage.

23.11 **Leave for Birth of Child or Adoption**

On the occasion of the birth or adoption of a child, an employee not on pregnancy or parental leave shall be granted special leave with pay up to a maximum of three (3) days during the confinement of the mother or the child's arrival in the home. This leave may be divided into three (3) periods and granted on separate days.

23.12 **Leave of Absence for Political Office**

(a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a municipal, federal or provincial election.

(b) An employee who is a Candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.

(c) Where the employee withdraws as a Candidate and before the election, notifies the Employer of the employee's intention to return to work, the employee is entitled to return, to the position the employee left, two weeks after the notice has been given to the Employer unless the Employer and the employee both agree to the employee returning at another time.

(d) An employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the employee notifies the Employer that the employee wishes their leave of absence to be extended for such number of days, not exceeding ninety (90), as the employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.

(e) An employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position which that employee left.

(f) The leave of absence of an employee who is a successful Candidate shall be extended from ordinary polling day of the election of which the employee is elected until two weeks after:

(i) the employee resigns from the position the employee was elected where that resignation occurs before the next election;

(ii) where the elected body is dissolved for the next election, the date the employee notifies the Employer that the employee does intend to be a Candidate at that next election;

(iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or

(iv) declaration day for the next election when it is official that the employee has not been re-elected, whichever is the latest.

(g) Where an employee is elected for the second time, the leave of absence for the employee to be a Candidate terminates on the day the employee is declared elected for the second time and the employee ceases to be an employee for all purposes, including entitlement to all employee benefits, as of that day.

(h) An employee who is not re-elected in the second election during the leave of absence may return to the position that employee left, or where that position has been filled or eliminated, to an equivalent position when the leave of absence expires pursuant to paragraph (f).

(i) During the employee's leave of absence to be a Candidate, the employee shall not be paid but the employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one of more of them, if the employee pays both the employee's and Employer's share of the cost.

23.13 **Military Leave**

The parties agree:

(a) where operational requirements permit, an employee may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty. Requests for leaves greater than two (2) weeks will be considered on a case-by-case basis;

(b) an employee who is given leave of absence with pay pursuant to this Article shall have deducted from their salary an amount equal to the amount paid by the Department of National Defense to them as salary;

(c) where an employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, they shall receive full salary from the Employer notwithstanding amounts paid to them by the Department of National Defense.

(d) the Employer will recognize its obligations to grant leave without pay to an employee who is a member of the Reserves and is required by the Canadian Forces to be absent from the employer's civilian employment for the purpose of service, in accordance with section 60H of the Labour Standards Code.

23.14 **Prepaid Leave**

(a) Purpose

The Prepaid Leave Plan is established to afford employees the opportunity of taking a six (6) months to one (1) year's leave of absence and to finance the leave through deferral of salary.

(b) Terms of Reference

(i) It is the intent of 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.

(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

All permanent unionized employee's are eligible to participate in the Plan.

(d) Application

(i) An employee must make written application to the Employer at least four (4) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted by the Employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.

(ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

(e) Leave

(i) The period of leave will be for six (6) months to one (1) year.

(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 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 their 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 non-redeemable GIC, a three (3) year non-redeemable GIC and a five (5) year non-redeemable GIC. 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 paragraph (f)(v) above.

(g) Benefits

(i) While the employee is enrolled in the Plan prior to the period 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) Pension deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.

(v) Pension deductions shall be made on the salary the employee would have received had they not entered the Plan or gone on leave.

(vi) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

(h) Withdrawal

(i) An employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.

(ii) In the event of withdrawal, the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest.

Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.

(iii) An employee who is laid off during the deferral period will be required to withdraw from the Plan.

(iv) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

(i) Written Contract

(i) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.

(ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

23.15 **Education Leave**

Education leave shall be available to employees as per the Training Policy which is attached to and forms part of this collective agreement.

23.16 **Float Days**

(a) Employees shall be granted four (4) float days with pay per calendar year. Float days shall be pre-scheduled, where possible, at a mutually acceptable time. Float days may be utilized for, but are not limited to, the following reasons:

(1) professional appointments that cannot be scheduled outside of normal working hours;

(2) family illness;

(3) emergency;

(4) change of residence;

(5) marriage;

(6) graduation;

(b) Employees who do not pre-schedule a float day, (i.e., unforeseen circumstances) shall notify the Employer as soon as possible of the request for a float day.

(c) Leave for more than one (1) consecutive day shall be at the discretion of the Employer.

(d) An employee may take up to two (2) pre-scheduled float days in conjunction with vacation.

23.17 **Pre-Retirement Leave**

An employee who has completed at least twenty-five (25) years of service with the Employer shall be entitled to five (5) days of leave in the last year of employment to prepare for retirement. The employee must declare their intention to retire prior to taking pre-retirement leave. This entitlement can only be utilized once.

23.18 **Compassionate Care Leave**

The Employer recognizes its obligations to grant leave without pay to a maximum of twenty-eight (28) weeks to an employee to provide care or support to a family member in accordance with section 60E of the *Labour Standards Code*, which, as of January 2016, provides as follows:

60E Entitlement to unpaid compassionate-care leave

(1) In this Section.

(a) "common-law partner" of an individual means another individual who has cohabitated with the individual in a conjugal relationship for a period of at least one year;

(b) "family member", in relation to an employee, means

(i) a spouse or common-law partner of the employee,

(ii) a child of the employee or a child of the employee's spouse or common-law partner,

(iii) a parent of the employee or a spouse or common-law partner of the parent, and;

(iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;

(c) "week" means the period between midnight on Saturday and midnight on the following Saturday.

(2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from

(a) the day the certificate is issued; or

(b) where the leave was begun before the certificate was issued, the day the leave was begun.

(3) The leave of absence referred to in subsection (2) may only be taken during the period

(a) that begins with

(i) the first day of the week in which the certificate is issued, or

(ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and

(b) that ends with the last day of the week in which either of the following occurs:

(i) the family member dies; or

(ii) the expiration of fifty-two (52) weeks following the first day of the week referred to in clause (a) ends.

(3A) For greater certainty, but subject to subsection (3), for leave under this Section to be taken after the end of the period of twenty-six weeks set out in subsection (2), is not necessary for a legally qualified medical practitioner to issue an additional certificate under that subsection.

(4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.

(5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

(6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption on benefits.

(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.

(8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).

(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section.

23.19 **Critically Ill Childcare Leave**

The Employer recognizes its obligations to grant leave without pay to an employee who provides care to their critically ill or injured child, in accordance with sections 60K to 60S of the Labour Standards Code.

23.20 **Other Leaves**

The Employer recognizes its obligations to grant leave without pay to an employee in accordance with sections 60SA to 60SG, 60T to 60X, and 60Y to 60ZB of the Labour Standards Code.

ARTICLE 24 - COMPENSATION FOR INJURY ON DUTY

24.01 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 forms as the Employer may from time to time prescribe.

24.02 Injury Pay Provisions

(a) When an employee is injured on duty and it is determined by the Workers' Compensation Board of Nova Scotia that the employee is unable to perform their duties, the Employer shall grant to the employee injury on duty leave with pay at full salary and benefits for up to six (6) accumulative months.

(b) An employee who has been injured in the course of employment with a previous employer, is absent from work with the Employer as a result of that injury and therefore is receiving Temporary Earnings Replacement Benefits ("TERB") under the *Workers' Compensation Act*, may utilize their sick leave credits to supplement the TERB for up to six (6) accumulative months. The supplement shall be equal to the difference between the TERB and the employee's regular salary with the Employer. The percentage amount required to achieve the top-up to the employee's regular salary shall be deducted from the sick leave of the employee provided they have necessary sick leave credits.

24.03 Record of Injury

The Employer shall maintain a record of its employees injured on duty.

24.04 Recurring Disability

In cases of a recurrence of a compensable injury suffered by an employee or ex-employee, the provision and policies of the *Workers' Compensation Act* will apply.

ARTICLE 25 - SAFETY AND HEALTH

25.01 Safety and Health Provisions

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer agrees to work in conjunction with the Union to respond to recommendations from the Joint Occupational Health and Safety Committee, and both parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed to prevent or reduce the risk of employment injury or employment-related chronic illness.

25.02 *Occupational Health and Safety Act*

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

25.03 **Joint Occupational Health and Safety Committee**

(a) The Employer agrees to the establishment of a Joint Occupational Health and Safety Committee consisting of representation of employees and the Employer.

(b) Management representation shall include at least three representatives from management; however, management representation shall at no time comprise more than 50% of the Joint Occupational Health and Safety Committee.

(c) The Employer accepts its responsibility to support the Joint Occupational Health and Safety Committee Terms of Reference, established in accordance with the *Occupational Health and Safety Act*.

25.04 **First Aid**

The Employer agrees to fulfill the mandate outlined in the First Aid Regulations, enacted pursuant to the *Occupational Health and Safety Act*.

25.05 **Safety Equipment**

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

25.06 **Right to Refuse Work and Consequences of Refusal**

(1) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until:

(a) the Employer has taken remedial action to the satisfaction of the employee;

(b) the committee has investigated the matter and unanimously advised the employee to return to work; or

(c) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the employee to return to work.

(2) Where an employee exercises the employee's right to refuse to work pursuant to subsection (1), the employee shall

(a) immediately report it to a supervisor;

(b) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative; and

(c) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to clauses (a) and (b), report it to the Occupational Health and Safety Division of the Department of Labour.

(3) At the option of the employee, the employee who refuses to do any act pursuant to subsection (1) may accompany an Occupational Health and Safety officer or the committee or representative on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.

(4) An employee who accompanies an officer, the committee or a representative, as provided in subsection (3), shall be compensated in accordance with subsection (7), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.

(5) Where an employee refuses to do work pursuant to Subsection (1), the Employer may reassign the employee to other work and the employee shall accept the re-assignment until the employee is able to return to work pursuant to Subsection (1).

(6) Where an employee is reassigned to other work pursuant to Subsection (5), the Employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.

(7) Where an employee has refused to work pursuant to Subsection (1) and has not been reassigned to other work pursuant to Subsection (5), the Employer shall, until Subsection (1) (a), (b), or (c) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.

(8) A reassignment of work pursuant to Subsection (5) is not a discriminatory action pursuant to Article 25.08.

(9) An employee may not, pursuant to this Section, refuse to use or operate a machine or thing or to work in a place where:

(a) the refusal puts the life, health or safety of another person directly in danger; or

(b) the danger referred to in Subsection (1) is inherent in the work of the employee.

25.07 **Restriction on Assignment of Work Where Refusal**

Where an employee exercises the employee's right to refuse to work pursuant to Article 25.07, no employee shall be assigned to do that work until the matter has been dealt with under that Article, unless the employee to be so assigned has been advised of:

(a) refusal by another employee;

(b) the reason for the refusal; and

(c) the employee's rights pursuant to this Article.

25.08 **No Discrimination**

The Employer shall not take, or threaten to take, discriminatory action against an employee because the employee has acted in compliance with this Article or the *Occupational Health and Safety Act* or the Regulations enacted pursuant to that *Act*.

ARTICLE 26 - NOTICE OF RESIGNATION

26.01 **Notice of Resignation**

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

26.02 **Withdrawal of Resignation**

An employee who has terminated their employment through resignation, may withdraw their resignation within two (2) working days of the time it has been received by the Employer.

26.03 **Failure to Give Notice**

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

26.04 **Absence Without Permission**

(a) An employee who is absent from their employment without permission for ten (10) consecutive 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 Employer of the reason for their absence.

26.05 **Acknowledgment of Letters of Resignation**

(a) Receipt of letters of resignation shall be acknowledged by the Employer in writing.

(b) Pursuant to Article 26.03, the Employer shall forward a registered letter to the employee who failed to give notice acknowledging the resignation.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 **Grievances**

(a) An employee(s) who feels that they have been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with their immediate supervisor in charge no later than fifteen (15) days after the date on which they became aware of action or circumstance. The employee(s) may have a Steward present if so desired.

(b) The supervisor shall respond to the employee and/or Steward within five (5) working days of the discussion unless the Union agrees to extend this time limit.

(c) When any dispute cannot be settled by the foregoing informal procedure, it may 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 person designated by the Employer at each level of the grievance procedure shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

27.02 **Union Approval**

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

27.03 **Grievance Procedure**

The following grievance procedure shall apply:

Step One

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present their grievance in writing to the person designated by the Employer as the first level in the grievance procedure. If the employee(s) does not receive a satisfactory settlement within five (5) days from the date on which they presented their grievance to the person designated as the first level in the grievance procedure, the employee(s) may proceed to Step Two.

Step Two

Within five (5) days from the expiration of the five (5) day period referred to in Step One, the employee(s) may present their grievance in writing to the person designated as the second level of the grievance procedure.

Any proposed settlement of the grievance presented at Step One and any replies must accompany the grievance when it is presented to the second level designate. The second level designate shall reply in writing to the employee(s) within fifteen (15) days from the date the grievance was presented to them.

Step Three

Where an employee has presented a grievance up to and including step two of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and their grievance has not been dealt with to their satisfaction, the employee(s) may refer their grievance to arbitration pursuant to Section 42 of the *Trade Union Act* within ninety (90) calendar days.

27.04 **Decision by Employer**

The decision given by the second level designate 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 which may be referred to arbitration.

27.05 **Decision by Employer**

In any case where the employee(s) presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a representative of the Union.

27.06 **Time Limits**

In determining the time in which any step under the foregoing proceeding is to be taken, Saturdays, Sundays, and recognized holiday shall be excluded.

27.07 **Amending of Time Limits**

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

27.08 **Policy Grievances**

Where either party disputes the general application or interpretation of the Collective Agreement the dispute may be submitted directly to the second level of designate.

27.09 **Sexual Harassment and Personal Harassment**

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

ARTICLE 28 - ARBITRATION

28.01 **Notification**

Either of the parties may, after exhausting the grievance procedure in Article 27, notify the other party within ninety (90) calendar days of the receipt of the reply at Step 2 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Collective Agreement.

28.02 **Referral to Arbitration**

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

28.03 **Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 27.03, the appointment shall be made by the Minister of Labour for Nova Scotia.

28.04 **Arbitration Board**

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 27.03. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

28.05 **Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fifteen (15) days from the appointment of the chair or single arbitrator.

28.06 **Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 27 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the employer's position is not significantly prejudiced by the delay.

28.07 **Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Collective Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

28.08 **Arbitration Expenses**

Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.

ARTICLE 29 - THE PENSIONS

29.01 The employees covered by this Collective Agreement shall continue to be covered by the provisions of the *Public Service Superannuation Act*, as amended from time to time.

ARTICLE 30 - BENEFIT PACKAGE

30.01 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 Collective Agreement.

30.02 The Employer shall not alter any of the terms and conditions of the Group Life, AD and D and medical insurance plans unless amended by mutual agreement.

30.03 **Medical Care Insurance**

The Employer shall provide a medical care insurance plan and pay seventy percent (70%) of the cost with employees paying thirty percent (30%). New eligible employees shall be enrolled in the plan unless they are insured in another plan.

30.04 **Life Insurance**

The Employer shall maintain Group Life and Accidental Death and Dismemberment Insurance Plans in effect which provide insurance for each eligible employee. Participation in the plan, of new eligible employees shall be mandatory. This benefit will be cost shared with the Employer paying fifty percent (50%) and the employee paying fifty percent (50%) of the cost.

30.05 **Long Term Disability Insurance**

(a) The Employer agrees to provide access to the Long-Term Disability (LTD) Plan. The premiums shall be fifty percent (50%) paid by the Employer and fifty percent (50%) paid by the employees. Participation in the plan is mandatory.

(b) The LTD Plan will contain an indexing provision providing recipients with an annual cost of living increase beginning twelve (12) months after the date the employee begins receiving LTD benefits, to a maximum of three percent (3%).

(c) An employee on LTD shall have their position protected for a period of twenty-four (24) months from the date the employee begins receiving LTD benefits. Employees deemed eligible to return to employment after the twenty-four (24) month period shall be placed on recall in accordance with Article 14.10.

ARTICLE 31 - SICK LEAVE (NON-OCCUPATIONAL)

31.01 Each full-time employee shall be granted two and one-half (2 1/2) days sick leave for each completed calendar month of service, up to a maximum of one hundred and fifty (150) days.

31.02 After one (1) year of service, if entitlement has been used up, an employee shall be granted seventy-five (75) additional days of anticipatory sick leave.

31.03 After two (2) years of service, if an employee's entitlement has been used up and the employee is expected to return to work, the employee shall be granted fifteen (15) days of anticipatory sick leave.

31.04 For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this collective agreement, any employee on illness leave under Article 31 shall be deemed to be on one hundred percent (100%) salary during such leave, or in accordance with federal or provincial statutes.

31.05 An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence of three (3) or more consecutive days for which sick leave is claimed by the 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.

31.06 Application for sick leave for a period of more than three (3) consecutive days but not more than five (5) consecutive 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 days, it shall be supported by a certificate from a medical practitioner.

31.07 When an employee who has been granted more sick leave with pay than they have earned subsequently dies, the employee is considered to have earned the amount of leave with pay granted to them.

31.08 (a) An employee is entitled once each fiscal year to be informed, upon request, of the balance of his/her sick leave with pay credits.

(b) An employee is entitled to be provided with a balance of sick leave credits when the balance declines to fewer than fifty (50) days.

(c) An employee will be provided with an application for long term disability benefits when in continuous receipt of sick leave and fewer than sixty (60) days remain in the sick leave entitlement.

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

31.10 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this collective agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency or a gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

31.11 **Alternate Licensed Healthcare Practitioner**

(a) For the purpose of this Article, the Employer may require that the employee be examined by an alternate medical 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 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.

31.12 **Medical/Dental Appointments**

When a permanent employee or a term ("true term") employee who has completed one (1) year of service is authorized to be absent from work for a medical/dental appointment, the employee shall be entitled to use regular sick leave credits for the period of absence for up to one (1) day each calendar year, subject to the following conditions:

(a) the employee is unable to schedule the appointment outside of the employee's normal working hours;

(b) the employee shall provide their manager with as much notice of the appointment as reasonably possible;

(c) the Employer may require satisfactory proof of the need for the appointment;

(d) the use of sick leave credits under this Article is limited to one (1) day in each calendar year and is not cumulative from year to year; and

(e) the use of the employee's regular sick leave credits is pursuant to Article 31.01 and only when an employee has the necessary sick leave credits at the time of the appointment.

31.13 **Ongoing Therapy**

(a) Employees shall be entitled to credit time required away from work for the purpose of attending treatment or therapy against their sick leave benefits pursuant to Article 31.01.

(b) Where employees are participating in a scheduled ongoing series of treatments or therapy, they shall be able to accumulate time off for such purposes in order that it may be credited under the provisions of sick leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

31.14 **Confidentiality of Health Information**

The Employer will store employee health information separately and access thereto shall be given only to the Occupational Health & Safety Coordinator, and in their absence, to the direct supervisor of the Coordinator or such other person as may be mutually agreed between the parties, for the purpose of administering that information.

31.15 **Payment for Certificates and Examination**

Where, pursuant to this Article, an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examination, medical certification forms or reports.

ARTICLE 32 - RETIREMENT ALLOWANCE

32.01 **Retirement Allowance**

(a) Subject to Article 32.02(b) 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 Retirement Allowance 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 Retirement Allowance provided under Article 32.01 (a) shall be calculated as follows:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

32.02 **Entitlement**

(a) The entitlement of an employee to a Retirement Allowance shall be based on an employee's total service as defined in Article 1.01 (i) as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Retirement Allowance.

(b) In addition to the months of service upon which an employee's Retirement Allowance entitlement is calculated pursuant to 32.02(a), the months of prior War Service purchased by an employee in accordance with the amendment to Section 11 of the *Public Service Superannuation Act*, shall be included as months of service for the purpose of Retirement Allowance entitlement calculation.

(c) An employee who resigns in accordance with the provisions of Article 26 is not entitled to a Retirement Allowance.

(d) An employee who has received a payout of their Retirement Allowance in accordance with the payout option provided to employees on signing of the 2015-2020 Collective Agreement on June 18, 2018 is not entitled to a Retirement Allowance when they cease to be employed either by retirement or resignation from employment.

32.03 **Death Prior to Retirement**

Where an employee dies and they would have been entitled to receive a Retirement Allowance if they had retired from the employment with the Employer immediately before their death, the Retirement Allowance to which they would have been entitled shall be paid:]

(a) to their beneficiary under the Group Life Insurance Policy;

(b) to their estate if there is no such beneficiary.

32.04 **Trustee**

Pursuant to Article 32.03, where the person to whom a Retirement Allowance is payable has not attained the age of nineteen (19) years or, in the opinion of the Employer, is not capable of managing their affairs by reason of infirmity, illness or other cause, the Retirement Allowance shall be paid to such person as the Employer directs as trustee for the benefit of the person entitled to receive the Award.

32.05 **Calculation of Award**

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

ARTICLE 33 - EMPLOYER LIABILITY

33.01 **Defense of Claims**

The Employer will defend, negotiate, or settle claims or actions against an employee where such claims arise from the employee's work performance, provided the employee acted in good faith within the scope of their employment and cooperated in the defense.

33.02 **Scope of Employment**

The term "scope of their employment" as utilized in Article 33 is to be interpreted in a broad and liberal manner so as to be inclusive rather than exclusive with respect to coverage of employees.

33.03 **Responsibility for Damages**

Subject to Article 33.01, the Employer will be responsible for any damages against such an employee provided the employee acted within the scope of their employment.

33.04 **Reimbursement of Employee's Expenses**

If the Employer fails to defend any such claims or actions on the grounds that the employee was not acting within the scope of their employment, and it is subsequently determined that the employee was acting within the scope of their employment, the Employer will reimburse the employee for all reasonable expense incurred in defending the claim.

33.05 **Control of Case**

Whenever the employer defends an employee pursuant to the above, the employer will be in control of the case.

ARTICLE 34 – JOB EVALUATION

Job Evaluation System

34.01 **Job Evaluation System**

Effective on signing of the Collective Agreement, there will be a new job evaluation system (the "Job Evaluation System").

34.02 **Application of Job Evaluation**

The Job Evaluation System will be used to evaluate/classify all new positions and evaluate requests to review existing positions whose duties have changed.

34.03 **Maintaining Job Evaluation System**

(a) Amendments may be made to the Job Evaluation System (including questionnaire, job evaluation tool, benchmark positions and written rationales for benchmark positions) by the Employer provided the changes are reasonable and in good faith.

(b) If the Union disputes a change to the Job Evaluation System, it may file a policy grievance under Article 27.08.

(c) There will be regular reviews of the Job Evaluation System and its application by the Employer and/or by external consultants of the Employer. It is expected that these reviews will take place every three to five years, but the frequency may vary.

(d) Before making a change to the Job Evaluation System, the Employer shall share with the Union's ERO its conclusions in regard to any proposed changes, including changes arising from any report of external consultants.

Classification Review and Classification of New Positions

34.04 **Initiation of Classification Review**

(a) A classification review of a position may be initiated either by employees in a classification or the Employer.

(b) Employees who wish to have their position reviewed for classification shall, on request, be provided with a copy of the designated form (presently the "Job Fact Sheet"), if any, last submitted for the position under the Job Evaluation System. If the position has not previously been subject to classification review, but the designated form was prepared by the Employer in creating the position under Article 34.08, the form prepared by the Employer shall be provided.

Should the employees wish to have their position reviewed for classification, the employees shall complete the designated form, and forward the completed form to the employees' immediate supervisor requesting the review and summarizing how the position has changed.

The immediate supervisor shall forward the request and the completed form to the designated Director. The Director shall in turn forward the request and the completed form, together with comments of the supervisor and the Director, to a Human Resources Representative designated by the Employer.

Consideration will be given to an application for the same position only once in a twenty-four (24) month period (based on the dates used to determine the effective date of any reclassification under Article 34.06(a)) unless there has been a substantial change in the duties, responsibilities or requirements of the position.

(c) The requirement for a "completed" form (presently the Job Fact Sheet) means that an employee must make reasonable efforts to complete the form and must demonstrate serious consideration to answering questions to the best of the employees' ability; for example, an employee is not to simply copy wording from a

job description. If the form is not completed, it will be returned to the employee(s) for completion.

If the Employer does not notify the employee(s) that the form is incomplete within fifteen (15) working days of the form being submitted to the employees' immediate supervisor, then the form will be considered a "completed form" for the purposes of Article 34.06(a), provided that if the Employer subsequently advises the employee(s) that the form is not complete, the employee(s) must make reasonable efforts to complete the form in accordance with the standards set out above in this paragraph (c).

(d) Should the Employer wish to have a position reviewed for classification, the Employer shall forward the designated form (presently the Job Fact Sheet) to the Union's ERO, summarizing how the position has changed.

34.05 **Process of Classification Review**

The process for classification review shall be as follows:

(a) (i) The job evaluation for the position shall be conducted by the Employer. Each quarter, the Employer will begin reviewing positions where a classification review has been initiated, with submission of the completed form, at least one month before the end of the previous quarter.

(ii) The Employer will make reasonable efforts and will work in good faith to complete the evaluation by the end of the quarter, but it is recognized that in some cases this may not be practical; for example, due to the volume of requests or if the Employer wishes to retain a consultant to provide guidance and the consultant is not readily available.

(iii) Where it is not practical to complete all evaluations by the end of the quarter because of the volume of requests, the evaluations, whether the classification review has been initiated by employees or the Employer, shall normally be done on a "first in, first out" basis.

(b) The Employer shall notify the following persons in writing within ten (10) working days following completion of the evaluation:

(i) the Union's ERO: the job evaluation results (rating and rationale); and

(ii) the employee(s): whether or not the review has resulted in a reclassification.

34.06 **Effective Date of Reclassification**

(a) The effective date for any reclassification shall be no earlier than:

(i) in the case of a classification review initiated by an employee, the date that the employee's completed form is given to the immediate supervisor; and

(ii) in the case of a classification review initiated by the Employer, the date that the Employer provided the designated form to the Union's ERO.

(b) Where an employee leaves the employ of the Employer and the position held by the employee is reclassified upward, and the effective date of the reclassification

is established at a date when the employee was employed in that position by the Employer, the employee is entitled to the pay increase from the effective date of the reclassification until the date they left the position and/or the employ of the Employer.

34.07 **Salary Protection**

Any employee who is paid under Schedule "A" and who would incur a salary reduction as a result of a classification review of a position shall be granted Present Incumbent Only (PIO) status and may advance through the granting of increments in accordance with the Collective Agreement to the maximum salary for the position and the classification level applicable under Schedule "A" immediately prior to the classification review.

34.08 **Job Evaluation of New Position**

(a) When the Employer creates a new position, the evaluation of the position will be conducted by the Employer under the Job Evaluation System.

(b) Since this evaluation is being conducted for a new position which has not yet been classified, the evaluation of the new position may be given priority to evaluations for classification reviews under Article 34.04.

(c) The Employer shall notify the Union's ERO in writing of the job evaluation results (rating and rationale) within ten (10) working days following completion of the job evaluation and shall also provide the ERO with the designated document (presently the Job Fact Sheet) which has been prepared for the position.

The Union's ERO shall provide comments to the Employer on the job evaluation results followed by discussion/consultation, which shall occur within ten (10) working days (or as may be extended by mutual agreement) after receiving the job evaluation results from the Employer.

(d) A new position may be posted prior to evaluation by the Employer through the Job Evaluation System. If so, the posting shall state that the position is under review.

Appeal Procedure

34.09 **Referral to Adjudication**

When the Union disagrees with the Employer's evaluation of a position, the Union may refer the matter to adjudication by a single adjudicator. Any reference to adjudication must be made within ten (10) working days of:

(a) in the case of an evaluation of an existing position: the employee(s) being advised whether or not the review has resulted in a reclassification; and

(b) in the case of an evaluation of a new position: the end of the discussion/consultation period referred to in Article 34.08(c).

34.10 **Selection of Adjudicator**

The Employer and the Union shall agree on the names of three (3) persons willing to serve as adjudicators. An alphabetic list shall be compiled of all those names and the adjudicators shall be rotated sequentially unless the parties mutually agree otherwise.

Parameters for Adjudication

34.11 The adjudicator shall decide the issue of the proper classification for the position based on the Job Evaluation System.

34.12 The adjudicator shall provide a decision, in writing, to the Employer and the Union within thirty (30) days of completion of the hearing.

34.13 The decision of the adjudicator shall be final and binding on all parties and grievance rights shall not apply with respect to the decision of the adjudicator.

34.14 The adjudicator shall not:

(a) alter any position description and/or any classification standards determined by the Employer; or

(b) entertain an appeal solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant employee.

ARTICLE 35 – PART TIME EMPLOYEES

The parties agree as follows that effective January 1, 2000:

35.01 Part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than forty percent (40%) of the full-time hours will be covered by the Collective Agreement and entitled to benefits prorated on the basis of hours worked, except as otherwise agreed to by the parties, or limited by the programs themselves.

35.02 Part-time employed on a regular basis in position titles and classifications included in the bargaining unit who work less than forty percent (40%) of the full-time hours will be covered by the Collective Agreement but are not entitled to participate in group life and medical plans nor the pension plan, or the long-term disability plan.

35.03 Unpaid leave will not be prorated as to the length of time granted.

35.04 Paid sick leave benefits will be prorated on the basis of 30 days per annum and accumulate to a maximum of 150 days.

35.05 **Services**

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the provisions of Article 1.01(i) (2) and (3). Except as otherwise provided in the Collective 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, etc.

35.06 **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 (35 hours), except where the applicable hours of work are on a bi-weekly basis in which case overtime will be paid when the part-time employee works in excess of the normal full-time bi-weekly hours (70 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.

35.07 **Group Insurance**

(a) Part-time employees other than those referred to in Article 35.02 will be covered by a medical plan which is equivalent in coverage to the health and dental care plan covering full-time employees. The Employer will pay seventy percent (70%) of the total premium cost for such health and dental care coverage.

(b) Part-time employees other than those referred to in Article 35.02 will be covered by group life insurance with benefit entitlement prorated on the basis of regularly scheduled hours worked e.g. 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.

(c) Part-time employees other than those referred to in Article 35.02 will be covered by long term disability with benefit entitlement prorated on the basis of regularly scheduled hours worked e.g. fifty percent (50%) of the full-time hours in a position with an annual (full-time) salary of $30,000 will have their long-term disability coverage based on $15,000 per annum salary.

ARTICLE 36 – HEALTH SPENDING ACCOUNT

36.01 The Employer shall credit the Health Spending Account of each permanent employee in the amount of $1,000.00 on January 1 of each year. If an employee becomes a permanent employee during the year, the Employer shall credit the Account of the employee with $1,000.00, pro-rated based on the balance of the year, less any credit to the employee's Account during the year as a term ("true term") employee.

36.02 Eligibility of term ("true term") employees for a Health Spending Account will be the same as their eligibility for Medical Care Insurance. When a term ("true term") employee becomes eligible for an Account, the Employer shall credit the employee's Account in the amount of $1,000.00 pro-rated based on the period from the date of eligibility until the end of the calendar year. Thereafter, as long as the term ("true term") employee remains continuously employed, the Employer shall credit the employee's Account with $500.00 on January 1 and $ 500.00 on July 1.

ARTICLE 37 – WAGES

The following wage increases will be effective on the following dates:

January 1, 2024	5.5%
January 1, 2025	2.0%
January 1, 2026	2.0%
January 1, 2027	2.0%

ARTICLE 38 - RE-OPENER CLAUSE

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

ARTICLE 39 - TERM OF AGREEMENT

39.01 **Duration and Renewal**

This Agreement shall be in effect for a term beginning from January 1, 2024 to December 31, 2027 and shall be automatically renewed thereafter for successive period of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

39.02 **Effective Date of Agreement**

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective as of the signing date.

39.03 **Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between December 31, 2023 and the signing date of this Agreement, shall be entitled to full retroactivity of any salary increase.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lee Shea, Committee Member

Lynette Fenton

Corina Fancey, Committee Member

Wally Hines, Committee Member

Gillian Shay, Committee Member

Witness
Nicole McKim
Executive Director

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #1
USE OF AUTOMOBILE ON EMPLOYER BUSINESS

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

1. 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.

2. Prior to the beginning of each fiscal year the employer shall determine which employees or classes of employees shall be eligible to opt for either one of the two existing methods of payment.

3. Employees in such classes shall have the option of choosing on the first of each fiscal year which method of payment they prefer, i.e., straight kilometrage (Option 1) or monthly allowance plus kilometrage (Option 2).

4. An employee who moves into a class of employment during the fiscal year, which requires provisions of an automobile by the employee, shall have thirty (30) days to opt for their preferred method of kilometrage remuneration.

5. 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.

6. The employer shall take such matters as follows into consideration when determining eligibility for monthly allowance:

   (a) nature of function performed;

   (b) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.,

   (c) does the employee have control over the demand for transportation;

   (d) the incidence of usage

7. 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"

   (a) is on vacation;

   (b) has been granted special leave with pay for a period of thirty (30) days or less;

(c) has been granted sick leave for a period of thirty (30) days or less;

(d) 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.

8. An employee designated as being required to provide an automobile for their employment function must have the vehicle available for use at all times. (However, it is understood that such employees who work out of the Employer's offices are not required to bring their automobile to the office on any day when they are not expected to require an automobile for the purpose of carrying out employment functions.)

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

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Marcy Dalton,
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Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #2

TRAVEL EXPENSE POLICY (see Policy C2.3)

***For the purposes of this policy, the term "Manager" refers to an employee's immediate supervisor and includes the position titles "Manager", "Director" and "Vice President and "CEO."*

In the event of a discrepancy between this policy and the collective agreement, for unionized employees, the collective agreement will supersede this policy.

Meals:

Meal Allowances:

The per diem claimable for each meal effective July 4, 2013 is:

Breakfast (morning) $10.00 per diem

The cost of breakfast may only be claimed when employees have been travelling on WCBNS business for more than three hours before their recognized workday start time, or the second and subsequent days of a trip where breakfast is not provided.

Lunch (mid-day) $17.00 per diem

The cost of a lunch meal can only be claimed when traveling outside of the workplace on WCBNS business for the majority of or the full workday.

Dinner (evening) $ 25.00 per diem

The cost of an evening meal can only be claimed when the employee is traveling on WCBNS business for a minimum of three hours before 6:30 pm and is not expected to return to their residence before 6:30 pm.

Meals Provided:

Throughout the total period in travel status, deductions from the per diem meal rate shall be made in respect of meals provided, such as meals served by a carrier en-route, or meals included in conference registration fees or accommodation costs.

Expense Report Requirements for Meals:

Per diem meals must be itemized by meal and day on the expense report.

For a learning event (course, conference etc.), employees must include a copy of the agenda, where available, which states whether meals are included in the registration cost. When claiming a meal(s), and when an agenda is not available or does not provide meal information, employees are required to note on the expense report, "no agenda provided" and/or "meal(s) not provided in registration fee", as applicable.

Receipt Meals: (In Province)

The per diems claimable for meals while traveling on WCBNS business within Nova Scotia normally provide an adequate allowance for each day. Employees traveling on WCBNS business within the province will only be reimbursed for their receipted costs per individual meal which

exceeds the per diem when an employee is exposed to unusually high costs and the expenses claimed are reasonable and justifiable in the circumstances. When an employee does incur a meal cost greater than the per diem amount, the meal receipt and a brief explanation must accompany the expense claim to be considered for reimbursement.

Receipt Meals: (Out-of-province)

The per diems claimable for meals while travelling on WCBNS business outside of the province normally provide for an adequate allowance for each day. Recognizing that from time to time, employees may be restricted to the vicinity of major hotels with higher restaurant meal costs, employees will be reimbursed for receipted costs per individual meal exceeding the per diem to the extent that the WCBNS considers the expenses are reasonable and justifiable in the circumstances. A meal receipt and a brief explanation must accompany the expense claim to be considered for reimbursement.

Entertainment/Hospitality:

Legitimate entertainment/hospitality expenses are limited to Directors, Vice Presidents and the CEO, and must be supported by detailed receipts indicating the purpose for such expense and number and names of persons involved. This information must be written on the back of each meal receipt. In certain circumstances, Directors and/or Vice Presidents may authorize Managers to incur such expenses (for example, when acting on behalf of the Director or Vice President).

Alcohol may be considered as a legitimate entertainment/hospitality expense when purchased in social settings with/for members of the stakeholder community in the course of duties. Senior leaders will exercise sound judgment, reference the WCBNS Code of Conduct (Policy C4.1) and align with WCBNS value of safety champion in the purchase and consumption of alcohol while on WCBNS business.

Travel:

Required Travel Forms:

Employees traveling outside of Nova Scotia must complete an Out-of-Province Travel Request form in advance of travel. The travel must be recommended by their Manager and approved by their Vice President (CEO authorization is required for Vice President travel). A copy of the form must be submitted with any expense reimbursement request made upon return.

Employees traveling outside of Canada must complete an Out-of-Country Travel Request form in advance of travel. Included on this form is the request to take a WCBNS owned device out of the country as well as request to access WCBNS systems via a remote computer from outside the country. Both must be approved by the Manager as well as the Vice President (CEO if for a Vice President). A copy of this form must be submitted with any expense reimbursement request made upon return.

No personal identifying or confidential information can be removed from Canada without prior Manager approval. The employee maintains the ongoing obligation to adhere to WCBNS C4.1 Code of Conduct, C4.2 Conflict of Interest, C4.3 Fraud, Misrepresentation or Other Irregular Activities, D1.3.1 Internet Usage and D4.5.1 Wireless Devices and Usage Policies while out of country.

Air Travel:

When approved, air travel should be booked through the corporate travel agency. Booking will be based on economy class and next available flight to reduce additional hotel costs.

In the event approved air travel is not booked through the corporate travel agency, the employee must choose the lowest cost fare by selecting from at least two cost estimates from two different airlines. The two estimates must be submitted with the expense report.

An employee who chooses another approved mode of travel will be reimbursed for the cost of the economy airfare which provides seat selection, and a checked bag, to and from their destination.

Overnight Accommodations:

When overnight accommodations are required, the employee will make every reasonable attempt to obtain a hotel room that is priced reasonably and closest to the meeting venue to minimize other travel costs. Reimbursement will be for standard accommodations and at the most economical rate (i.e. government rate) where possible. Exceptions must be documented on the expense report.

For all overnight accommodations, the expense report must document why the accommodations were necessary/selected, (i.e. conference venue, proximity to training/ meetings, snow storm/not safe to travel home, etc.). Accommodations should also be supported on the expense report with an attached copy of the conference/meeting agenda.

Accommodations exceeding the duration of the conference/meeting must include a notation for the reason, (i.e. had to stay one night past conference end date as no flights back to Halifax).

Private Overnight Accommodations:

If private overnight accommodation is used, WCBNS will reimburse the employee at the rate of $50.00 per night.

Phone Calls:

An employee on overnight travel status will be reimbursed the costs incurred for necessary local and long-distance calls. Long distance telephone calls claimed must be reasonable and supported by statements.

Rental Cars:

Rental costs must be included on the employee's travel expense claim form, supported by proper and detailed invoices.

Employees must refuse the rental company's Loss Damage Waiver (LDW) and any other insurance coverage offered by the rental car company. WCBNS is covered for defined rental car insurance coverage within its Commercial Business Insurance Non-owned Auto (NOA) policy with the following important conditions and limitations outlined below.

All rental car agreements must be contracted in the name of WCBNS only to ensure NOA insurance coverage as noted. This is a change from previous policy requirements due to provincial insurance industry changes. If a WCBNS employee rents a vehicle directly in their own name, they are technically renting under their own personal auto policy which will become 'first loss insurance' in the event of a claim in this scenario. The following conditions apply to car rentals for the purpose of conducting WCBNS business:

Employees must request a compact to intermediate sized vehicle or document exceptions on the expense report.

Employees must always ask for and accept the NS Provincial Government rate for all rental car agreements.

Physical damage and loss due to theft to a maximum of $50,000 per rental occurrence, therefore employees must not rent any vehicle with a value greater than $50,000. Laptops or I-pads should not be left as visible within the car interior.

Rental agreements must not exceed thirty (30) days.

Taxi Travel:

Employees who travel by taxi and need chits should obtain them from their own Manager or their Manager's delegate. For control purposes, chits should not be issued to employees of other departments. Request for replenishment of chit booklets should be directed to the Procurement Administrator. Taxi chits are to be used only for business needs and not for personal use.

Receipts:

Receipts shall be submitted for all expenses except:

When claiming the per diem rates for meals and for standard rates for mileage.

Taxi fares under $5.00 do not require a receipt; taxi fares over $5.00 must have a receipt.

Miscellaneous reimbursement examples: for parking meters, bridge crossings and amounts less than $5.00 where receipts are not typically available, a brief written explanation must be provided on the expense report where receipts are not provided and are subject to approval by management.

Employees will only be reimbursed for reasonable parking expenses (and will not be paid per diem in respect of expenses). Receipts are required for parking expenses unless a receipt is not available and the expense is less than $5.00. Where receipts are not available, a written explanation must be provided on the expense report and it will be left to the discretion of the Manager as to whether it is reasonable to reimburse the employee for any such expense.

Credit Cards:

Credit card receipts will be acceptable for submission with expense claims as proof of purchase for meals only.

All other expenses must be substantiated by a detailed receipt, voucher or invoice of the establishment showing the account has been cleared (paid in full).

Interest charges on a credit account cannot be claimed as an employment expense.

Other:

If an employee loses a receipt and cannot obtain a replacement, a written explanation of the expense report satisfactory to the Manager signing the report will be required before the expense can be reimbursed.

When training is in Halifax, arrangements usually are made for the training invoice/registration fee charge to be sent directly to WCBNS. An employee should submit an expense claim (taxis, telephone, meals, etc.) as soon as he/she returns to the regular workplace.

For each day of travel when sleeping accommodation is authorized and used, an employee will be reimbursed an allowance of $5.00 to cover miscellaneous out-of-pocket expenses.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Lee Shea, Committee Member

Corina Fancey, Committee Member

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Witness
Nicole McKim
Executive Director

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #3

SIMULTANEOUS POSTINGS

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Pursuant to Article 11.03 (e), the parties agree that the following positions (and any others where there is mutual agreement) may be posted internally and externally on a simultaneous basis:

Administrative Assistant
Business Intelligence Coordinator
Communications Advisor
Communications Advisor, Online
Ergonomist
Integrated Service Associate
Senior Financial Reporting Accountant
Financial Analyst
Inter-jurisdictional/Privacy Coordinator
Statistical Research Officer
Statistical Data Analyst
Senior Accountant
Senior Technical Support Representative
Treasury Officer

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

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Marcy Dalton,
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Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #4

ALTERNATIVE MEASURES

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

1. Further Alternatives:

(a) Article 14.07 (Alternatives to Layoff) of the Collective Agreement refers to possible placement of employees in vacant positions. The application of further alternatives, where agreed upon by the Employer and the Union, shall be deemed to not violate the Collective Agreement.

(b) Without restricting the generality of paragraph 1(a), the Employer shall call for volunteers who wish to resign and accept a severance payment pursuant to the provisions of this Memorandum.

2. Voluntary Resignation and Severance:

(c) Following the process outlined in Article 14.09(a) of the Agreement, should the Employer determine that there are still redundancies, the Employer shall ask for volunteers from the same position classification title and same office location who wish to resign and be offered a severance payment in accordance with this Memorandum. At the discretion the Employer, the call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees and position classification titles 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.

(d) If there are more volunteers than redundancies, offers of severance shall be provided in accordance with seniority.

(e) The Employer reserves the right to restrict the severance offer as a result of operational considerations. For example, where too many volunteers within a position classification title are from within a single work team or a single work location, it may not be possible to permit all to resign. Each severance offered to one employee must result in the placement of another employee whose position is redundant.

(f) Where positions become available as a result of this process, employees in redundant positions will be placed in accordance with Article 14.09(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.

3. Process of Voluntary Resignation:

Where the Employer asks for volunteers, the following process will apply:

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

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

(i) Employees shall, within five (5) work days following a meeting with the Employer, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the severance under this Memorandum.

(j) Where all employees whose positions were declared redundant have been placed, this process of voluntary resignation ceases.

4. Severance Payment Under the Voluntary Resignation Process:

Severance payments shall be as follows:

(k) Severance for the purpose of this paragraph 4 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 1.01(i) of the Collective Agreement.

(l) 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.

(m) Transition Allowance

Employees who resign will be eligible for a transition allowance up to a maximum of $1,000. This sum may be utilized for one or a combination of the following: to assist in offsetting the costs in moving to accept a position with another employer, which is located a distance of 50 kilometers or more from the site of their previous usual workplace; and to cover the cost of participation in employer-approved retraining programs. The Employer will not unreasonably withhold such approval.

In all cases employees will require receipts for recovery of expenses.

(n) An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the Employer, will be required to repay a portion of the severance. The repayment amount will be calculated on a pro-rated basis by considering the number of weeks on which the severance was based and the number of weeks remaining in such period.

(o) 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.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

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Marcy Dalton,
Chief People Officer, WCB

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Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #5

ALTERNATE HOURS OF WORK

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

(herein known as the "Employer")

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(herein known as the "Union")

The parties acknowledge that there are established hours of work for all positions, based on a thirty-five (35) hours work week (see Article 15.01). These set hours may vary depending upon operational requirements, and approved Flexible Working Hours (see article 15.05) and/or Modified Work Week (see article 15.06) schedules.

The parties further acknowledge the value of providing a work environment whereby employees in designated positions may schedule alternate hours of work that may vary, in part, from the established hours of work for their positions on a given day, to meet operational needs.

The positions eligible to schedule alternate hours of work under this agreement are those that have historically exercised this practice informally to provide service to clients. This MOA is intended to formalize the existing practice, including but not limited to the method of compensation and the manner in which scheduling alternate hours of work is utilized. For clarity, the volume of alternate hours of work scheduled and the frequency with which schedules vary from the established hours of work shall not change as a result of this MOA.

The Union and Employer agree that employees in the designated positions specified below are eligible to schedule alternate hours of work under the terms as outlined in this agreement.

1. Employees in the designated positions have the option to schedule alternate hours of work. This option extends to employees in term positions, as well as those in permanent positions. Upon signing of this MOA, employees opting to schedule alternate hours or work shall notify their manager in writing via the specified form of their wish to exercise this option. Employees may change their option once every six (6) months, or sooner if mutually agreed by the employee and Manager.

2. Alternate hours that are worked may be outside of the established hours of work and may include but are not limited to: shifts that are longer or shorter than 7.0 hrs and splitting on one day. Where the employee schedules alternate hours of work and works more than 7.0 hours in a day or more than 70 hours biweekly, the time worked outside of the normal hours will be accumulated at straight time. Employees shall not work more than twelve (12) hours per day, including travel time. No more than 15 hours in total may be accumulated. Accumulated time shall be taken in the form of time off and shall not be paid out.

3. Notwithstanding item #2 above, time worked on weekends shall be considered overtime and as such must be pre-approved by management.

4. Where an employee exercises their option to schedule alternate hours, and where the employee works an extension of the normal workday for circumstances that could not be anticipated in advance, they will inform their manager as soon as reasonably

possible. This time shall be review and compensated as per the overtime provisions in the collective agreement, as applicable.

5. Employees exercising the option to schedule alternate hours are responsible to track, document and submit as per the unit's established process all hours worked, banked and taken off.

Designated Positions:

Short Term Case Manager (in ISTs and WSTs)
Case Manager (in ISTs and WSTs including Floats)
Education Consultant
Ergonomist
Field Services Coordinator
Field Services Representative
Rate Coordinator
Relationship Manager/ WCB Business Partner
Workplace Consultant

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Brenner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Lee Shea, Committee Member

Corina Fancey, Committee Member

Wally Hines, Committee Member

Gillian Shay, Committee Member

Witness
Nicole McKim
Executive Director

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #6

OPTIONAL PAYOUT OF RETIREMENT ALLOWANCE

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Employees will have the option of an immediate payout of their Retirement Allowance accrued up March 31, 2015 or receive payout on death or retirement in accordance with the provision of the Collective Agreement. To receive an immediate payout, an employee must opt to do so before a date to be determined. That date and the date(s) of the actual payouts will be in 2018 as determined by the Employer. If an employee chooses an immediate payout, the salary used to calculate the amount of the Retirement Allowance will be the salary at December 31, 2017. Otherwise, the salary will be based on the salary the employee was receiving at death or retirement.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Lee Shea, Committee Member

Corina Fancey, Committee Member

Wally Hines, Committee Member

Gillian Shay, Committee Member

Witness
Nicole McKim
Executive Director

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026

MEMORANDUM OF AGREEMENT #7

REMOTE WORKING

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

It is the intention of the Employer that remote working will continue during the life of this Collective Agreement.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Lee Shea, Committee Member

Corina Fancey, Committee Member

Wally Hines, Committee Member

Gillian Shay, Committee Member

Witness
Nicole McKim
Executive Director

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

MEMORANDUM OF AGREEMENT #8

WORK UNITS AND VACATION SCHEDULING
Between
THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA
And
THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

Notwithstanding the definition of "Work unit" in art. 11.14(b), vacation scheduling and selection, including pursuant to art.21.06(d), shall continue on a status quo basis for the life of the Collective Agreement.

Representing the Nova Scotia Government & General Employees Union

Sandra Mullen,
President, NSGEU

Tony Bremner, Chief Negotiator

Brandon Rose, Labour Relations Officer

Lee Shea, Committee Member

Corina Fancey, Committee Member

Wally Hines, Committee Member

Gillian Shay, Committee Member

Witness
Nicole McKim
Executive Director

Representing the Workers' Compensation Board

Marcy Dalton,
Chief People Officer, WCB

Kennedy Fitzgerald

Stephanie Grant

Lynette Fenton

Witness
Jessica Michael,
Director, Human Resources

Dated at Halifax, Nova Scotia, this 21st day of October, 2026.

SCHEDULE "A"

APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2024
5.5% GENERAL INCREASE (rounded to nearest $1.00)

ADMINISTRATIVE CLASSIFICATIONS

LEVEL						
ANNUAL	1	2	3	4	5	6
17	41,410	43,289	45,264	47, 331	49,479	51,733
18	44,502	46,532	48, 642	50,871	53,197	55,617
19	47,667	49,852	52,123	54,503	56,988	59,583
BI-WEEKLY	1	2	3	4	5	6
17	1,592.70	1,664.96	1,740.91	1,820.44	1,903.05	1,989.72
18	1,711.61	1,789.67	1,870.85	1,956.58	2,046.02	2,139.10
19	1,833.34	1,917.37	2,004.74	2,096.26	2,191.85	2,291.64

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2024 5.5% GENERAL INCREASE (rounded to nearest $1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	49,830	52,123	54,485	56,967	59,565	62,282
28	57,688	60,325	63,083	65,936	68,946	72,095
30	66,717	69,791	72,913	76,254	79,713	83,384
30A	70,038	73,264	76,570	80,044	83,700	87,549
32	73,557	76,899	80,399	84,048	87,882	91,885
33	77,233	80,739	84,418	88,251	92,276	96,481
41	63,609	66,484	69,518	72,720	76,025	79,512
45	77,235	80,741	84,418	88,253	92,276	96,482
46	81,095	84,775	88,758	92,664	96,888	101,304
BI-WEEKLY	1	2	3	4	5	6
25	1,916.55	2,004.74	2,095.57	2,191.03	2,290.95	2,395.45
28	2,218.77	2,320.20	2,426.26	2,536.00	2,651.75	2,772.87
30	2,566.03	2,684.25	2,804.33	2,932.85	3,065.87	3,207.07
30A	2,693.77	2,817.83	2,945.01	3,078.60	3,219.23	3,367.27
32	2,829.13	2,957.65	3,092.27	3,232.60	3,380.08	3,534.04
33	2,970.50	3,105.34	3,246.84	3,394.27	3,549.06	3,710.81
41	2,446.51	2,557.07	2,673.78	2,796.93	2,924.03	3,058.17
45	2,970.59	3,105.43	3,246.84	3,394.36	3,549.06	3,710.85
46	3,119.06	3,260.56	3,413.79	3,563.99	3,726.48	3,896.32

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2025 2% GENERAL INCREASE (rounded to nearest $1.00)						
ADMINISTRATIVE CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
17	42,238	44,155	46,169	48,278	50,469	52,767
18	45,392	47,462	49,615	51,888	54,261	56,729
19	48,620	50,849	53,166	55,593	58,128	60,774
BI-WEEKLY	1	2	3	4	5	6
17	1,624.55	1,698.26	1,775.72	1,856.85	1,941.11	2,029.52
18	1,745.84	1,825.47	1,908.27	1,995.71	2,086.94	2,181.88
19	1,870.00	1,955.72	2,044.83	2,138.19	2,235.69	2,337.47

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2025 2% GENERAL INCREASE (rounded to nearest $1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	50,827	53,166	55,575	58,106	60,756	63,527
28	58,842	61,532	64,344	67,255	70,325	73,537
30	68,051	71,186	74,371	77,779	81,307	85,052
30A	71,439	74,729	78,102	81,644	85,374	89,300
32	75,029	78,437	82,007	85,729	89,640	93,723
33	78,778	82,354	86,106	90,016	94,121	98,411
41	64,881	67,814	70,909	74,175	77,545	81,103
45	78,780	82,356	86,106	90,018	94,121	98,412
46	82,717	86,470	90,534	94,517	98,826	103,330
BI-WEEKLY	1	2	3	4	5	6
25	1,954.88	2,044.83	2,137.48	2,234.85	2,336.76	2,443.36
28	2,263.14	2,366.60	2,474.78	2,586.72	2,704.79	2,828.33
30	2,617.35	2,737.94	2,860.42	2,991.51	3,127.19	3,271.21
30A	2,747.65	2,874.19	3,003.91	3,140.17	3,283.62	3,434.61
32	2,885.71	3,016.80	3,154.12	3,297.26	3,447.68	3,604.72
33	3,029.91	3,167.45	3,311.78	3,462.16	3,620.04	3,785.03
41	2,495.44	2,608.21	2,727.26	2,852.87	2,982.51	3,119.34
45	3,030.00	3,167.53	3,311.78	3,462.24	3,620.04	3,785.07
46	3,181.44	3,325.77	3,482.06	3,635.27	3,801.01	3,974.25

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2026 2% GENERAL INCREASE (rounded to nearest $1.00)						
ADMINISTRATIVE CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
17	43,083	45,038	47,092	49,244	51,478	53,823
18	46,300	48,411	50,607	52,926	55,346	57,864
19	49,592	51,866	54,229	56,705	59,290	61,990
BI-WEEKLY	1	2	3	4	5	6
17	1,657.04	1,732.23	1,811.24	1,893.99	1,979.93	2,070.11
18	1,780.76	1,861.98	1,946.44	2,035.62	2,128.68	2,225.52
19	1,907.40	1,994.83	2,085.73	2,180.95	2,280.40	2,384.22

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2026 2.0% GENERAL INCREASE (rounded to nearest $1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	51,843	54,229	56,686	59,268	61,971	64,798
28	60,019	62,762	65,631	68,600	71,731	75,007
30	69,412	72,610	75,858	79,335	82,933	86,753
30A	72,868	76,224	79,664	83,277	87,082	91,086
32	76,529	80,006	83,647	87,443	91,432	95,597
33	80,353	84,001	87,828	91,816	96,003	100,379
41	66,179	69,170	72,327	75,658	79,096	82,725
45	80,356	84,003	87,828	91,819	96,003	100,380
46	84,372	88,199	92,344	96,407	100,803	105,397
BI-WEEKLY	1	2	3	4	5	6
25	1,993.98	2,085.73	2,180.23	2,279.55	2,383.50	2,492.23
28	2,308.41	2,413.93	2,524.28	2,638.45	2,758.88	2,884.90
30	2,669.70	2,792.70	2,917.63	3,051.34	3,189.74	3,336.64
30A	2,802.60	2,931.68	3,063.99	3,202.97	3,349.29	3,503.31
32	2,943.43	3,077.14	3,217.20	3,363.20	3,516.63	3,676.82
33	3,090.51	3,230.79	3,378.01	3,531.40	3,692.44	3,860.73
41	2,545.35	2,660.38	2,781.80	2,909.93	3,042.16	3,181.72
45	3,090.60	3,230.88	3,378.01	3,531.49	3,692.44	3,860.77
46	3,245.07	3,392.28	3,551.70	3,707.97	3,877.03	4,053.73

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2027 2% GENERAL INCREASE (rounded to nearest $1.00)						
ADMINISTRATIVE CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
17	43,945	45,939	48,034	50,229	52,508	54,899
18	47,226	49,380	51,619	53,985	56,453	59,021
19	50,584	52,903	55,314	57,839	60,476	63,230
BI-WEEKLY	1	2	3	4	5	6
17	1,690.18	1,766.87	1,847.46	1,931.87	2,019.53	2,111.51
18	1,816.37	1,899.22	1,985.37	2,076.34	2,171.26	2,270.03
19	1,945.55	2,034.73	2,127.45	2,224.57	2,326.01	2,431.90

SCHEDULE "A"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2027 2% GENERAL INCREASE (rounded to nearest $1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	52,880	55,314	57,820	60,454	63,210	66,094
28	61,219	64,018	66,944	69,972	73,166	76,508
30	70,800	74,062	77,376	80,922	84,592	88,488
30A	74,325	77,748	81,257	84,943	88,823	92,908
32	78,060	81,606	85,320	89,192	93,261	97,509
33	81,960	85,681	89,585	93,653	97,924	102,387
41	67,503	70,553	73,773	77,171	80,678	84,379
45	81,963	85,683	89,585	93,655	97,924	102,388
46	86,059	89,963	94,191	98,335	102,819	107,505
BI-WEEKLY	1	2	3	4	5	6
25	2,033.86	2,127.45	2,223.84	2,325.14	2,431.17	2,542.07
28	2,354.57	2,462.21	2,574.77	2,691.22	2,814.06	2,942.60
30	2,723.09	2,848.55	2,975.98	3,112.37	3,253.53	3,403.37
30A	2,858.65	2,990.31	3,125.27	3,267.03	3,416.28	3,573.37
32	3,002.29	3,138.68	3,281.54	3,430.47	3,586.97	3,750.35
33	3,152.32	3,295.41	3,445.57	3,602.03	3,766.29	3,937.94
41	2,596.26	2,713.59	2,837.44	2,968.13	3,103.00	3,245.36
45	3,152.41	3,295.50	3,445.57	3,602.12	3,766.29	3,937.99
46	3,309.97	3,460.13	3,622.74	3,782.13	3,954.57	4,134.81

UNION POSITION CLASSIFICATION
(Positions paid under Schedule "A")
Updated May 2018

Level 17

Mail Clerk
Team Support – Employer Services
Team Support – Support Services

Level 18
Maintenance Worker

Level 19

Administrative Assistant – Communications
Long Term Benefits Assistant
Medical Aid Assistant
Occupational Disease Administrator
Return to Work Assistant

Level 25

Administrative Assistant – Cape Breton
Benefits Assessment Clerk
Finance Clerk
Telephone Inquiries Representative

Level 26

Accounts Payable Clerk
Building Superintendent

Level 28
Facilities Administrator
Hearing Loss Adjudicator
Interjurisdictional/Privacy Coordinator

Level 30

Adjudicator – Health & Extended Benefits
Business Analyst
Program Management Analyst

Level 30A

Business Analyst Technical Lead
Case Manager - Long Term Benefits
Ergonomist
Financial Analyst
Treasury Officer

Level 32
Case Manager - Service Delivery & Workplace Services
Coordinator Field Services
Field Representative

Prevention Education Consultant
Quality Assurance Analyst
Rate Coordinator
Senior Accountant
Senior Communications Advisor
Statistical Research Officer
Workplace Consultant

Level 33

Demand Management Coordinator
Hearing Officer (Legal & Non-Legal)
Relationship Manager
Senior Consultant
Senior Financial Reporting Accountant
Statistical Analyst

Level 41

Senior Technical Support Representative

Level 44

Environment & Testing Coordinator

Level 45

Business Systems Analyst
Configuration & Change Coordinator
Data Analyst
Release Management Coordinator
Service Analyst
Technical Systems Analyst
Technology Quality Officer

Level 46

Network System Architect

SCHEDULE "B"

APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2024
5.5% GENERAL INCREASE (rounded to nearest $1.00)

PAY GRADE						
ANNUAL	1	2	3	4	5	6
1	38,501	40,277	42,092	44,010	46,025	48,136
2	47,667	49,852	52,123	54,503	56,988	59,583
3	49,830	52,123	54,485	56,967	59,565	62,282
4	52,298	54,718	57,200	59,819	62,535	65,390
5	60,582	63,318	66,208	69,255	72,402	75,729
6	66,717	69,791	72,913	76,254	79,713	83,384
7	73,543	76,926	80,399	84,048	87,884	91,923
8	77,233	80,741	84,418	88,253	92,276	96,482
9	81,094	84,775	88,758	92,664	96,888	101,304
BI-WEEKLY	1	2	3	4	5	6
1	1,480.79	1,549.12	1,618.92	1,692.70	1,770.20	1,851.38
2	1,833.34	1,917.37	2,004.74	2,096.26	2,191.85	2,291.64
3	1,916.55	2,004.74	2,095.57	2,191.03	2,290.95	2,395.45
4	2,011.45	2,104.53	2,199.99	2,300.73	2,405.19	2,515.01
5	2,330.06	2,435.30	2,546.47	2,663.65	2,784.69	2,912.65
6	2,566.03	2,684.25	2,804.33	2,932.85	3,065.87	3,207.07
7	2,828.57	2,958.69	3,092.27	3,232.60	3,380.16	3,535.51
8	2,970.50	3,105.43	3,246.84	3,394.36	3,549.06	3,710.85
9	3,119.01	3,260.56	3,413.79	3,563.99	3,726.48	3,896.32

SCHEDULE "B"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2025 2% GENERAL INCREASE (rounded to nearest $1.00)						
PAY GRADE						
ANNUAL	1	2	3	4	5	6
1	39,271	41,083	42,934	44,890	46,946	49,099
2	48,620	50,849	53,166	55,593	58,128	60,774
3	50,827	53,166	55,575	58,106	60,756	63,527
4	53,344	55,812	58,344	61,015	63,786	66,698
5	61,793	64,584	67,532	70,640	73,850	77,243
6	68,051	71,186	74,371	77,779	81,307	85,052
7	75,014	78,464	82,007	85,729	89,642	93,762
8	78,778	82,356	86,106	90,018	94,121	98,412
9	82,716	86,470	90,534	94,517	98,826	103,330
BI-WEEKLY	1	2	3	4	5	6
1	1,510.41	1,580.10	1,651.30	1,726.55	1,805.61	1,888.41
2	1,870.00	1,955.72	2,044.83	2,138.19	2,235.69	2,337.47
3	1,954.88	2,044.83	2,137.48	2,234.85	2,336.76	2,443.36
4	2,051.68	2,146.62	2,243.99	2,346.74	2,453.29	2,565.31
5	2,376.67	2,484.01	2,597.40	2,716.93	2,840.38	2,970.90
6	2,617.35	2,737.94	2,860.42	2,991.51	3,127.19	3,271.21
7	2,885.14	3,017.86	3,154.12	3,297.26	3,447.77	3,606.22
8	3,029.91	3,167.53	3,311.78	3,462.24	3,620.04	3,785.07
9	3,181.39	3,325.77	3,482.06	3,635.27	3,801.01	3,974.25

SCHEDULE "B"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2026 2.0% GENERAL INCREASE (rounded to nearest $1.00)						
PAY GRADE						
ANNUAL	1	2	3	4	5	6
1	40,056	41,904	43,792	45,788	47,885	50,081
2	49,592	51,866	54,229	56,705	59,290	61,990
3	51,843	54,229	56,686	59,268	61,971	64,798
4	54,410	56,928	59,511	62,236	65,061	68,032
5	63,029	65,876	68,883	72,053	75,327	78,788
6	69,412	72,610	75,858	79,335	82,933	86,753
7	76,514	80,034	83,647	87,443	91,435	95,637
8	80,353	84,003	87,828	91,819	96,003	100,380
9	84,371	88,199	92,344	96,407	100,803	105,397
BI-WEEKLY	1	2	3	4	5	6
1	1,540.62	1,611.71	1,684.32	1,761.09	1,841.72	1,926.18
2	1,907.40	1,994.83	2,085.73	2,180.95	2,280.40	2,384.22
3	1,993.98	2,085.73	2,180.23	2,279.55	2,383.50	2,492.23
4	2,092.71	2,189.55	2,288.87	2,393.67	2,502.36	2,616.62
5	2,424.20	2,533.69	2,649.35	2,771.27	2,897.19	3,030.32
6	2,669.70	2,792.70	2,917.63	3,051.34	3,189.74	3,336.64
7	2,942.84	3,078.22	3,217.20	3,363.20	3,516.72	3,678.35
8	3,090.51	3,230.88	3,378.01	3,531.49	3,692.44	3,860.77
9	3,245.02	3,392.28	3,551.70	3,707.97	3,877.03	4,053.73

SCHEDULE "B"						
APPROVED SALARY SCHEDULE EFFECTIVE January 1, 2027 2% GENERAL INCREASE (rounded to nearest $1.00)						
PAY GRADE						
ANNUAL	1	2	3	4	5	6
1	40,857	42,742	44,668	46,704	48,842	51,082
2	50,584	52,903	55,314	57,839	60,476	63,230
3	52,880	55,314	57,820	60,454	63,210	66,094
4	55,499	58,067	60,701	63,480	66,362	69,393
5	64,290	67,193	70,261	73,494	76,833	80,364
6	70,800	74,062	77,376	80,922	84,592	88,488
7	78,044	81,634	85,320	89,192	93,263	97,550
8	81,960	85,683	89,585	93,655	97,924	102,388
9	86,058	89,963	94,191	98,335	102,819	107,505
BI-WEEKLY	1	2	3	4	5	6
1	1,571.43	1,643.94	1,718.01	1,796.31	1,878.55	1,964.70
2	1,945.55	2,034.73	2,127.45	2,224.57	2,326.01	2,431.90
3	2,033.86	2,127.45	2,223.84	2,325.14	2,431.17	2,542.07
4	2,134.56	2,233.34	2,334.64	2,441.55	2,552.40	2,668.95
5	2,472.68	2,584.36	2,702.34	2,826.69	2,955.13	3,090.92
6	2,723.09	2,848.55	2,975.98	3,112.37	3,253.53	3,403.37
7	3,001.70	3,139.78	3,281.54	3,430.47	3,587.06	3,751.92
8	3,152.32	3,295.50	3,445.57	3,602.12	3,766.29	3,937.99
9	3,309.92	3,460.13	3,622.74	3,782.13	3,954.57	4,134.81

UNION POSITION CLASSIFICATION

Positions paid under Schedule "B" - see Article 20.01 (b)

Level 1

Level 2

Administrative Assistant
Health Services Program Assistant
Integrated Services Associate
Integrated Service Resolution Associate
Team Support – Internal Appeals

Level 3

Integrated Service Associate Coordinator
Internal Appeals Coordinator

Level 4

Benefits Administrator
Procurement Administrator

Level 5

Account Manager
Collections Officer
Projects Officer
Third Party Adjuster

Level 6

Short Term Case Manager –Service Delivery & Workplace Services
Business Improvement Specialist
Communications Advisor
Communications Advisor, Online

Level 7

Employer Services Coordinator
Health Service Portfolio Manager
Occupational Disease Case Manager
Return to Work Specialist

Level 8

Application Development Analyst

Level 9

Enterprise Information Security Officer (added – reclassified)
Vendor Relations Manager (added – new position)
IT Managed Services Coordinator (added – new position)