Summary – New Civil Service Collective Agreement Per Arbitration Board Order (September 11, 2025)

Note: Clerical edits have not been included in this document.

1.01 Definitions

- (12) Amended definition of spouse to be gender neutral and more clearly defined marriage and common law relationship.
- (19) Defined "Permanent Employee".
- (20) Defined "Relief Employee".

1.02 Service

(b) (5) Employees will maintain their service while in receipt of WCB benefits.

3.01 No Discrimination

The Parties support accessible workplaces.

3.02 Equity and Diversity

Redefined commitment to equity and diversity in the workplace.

3.03 <u>Joint Equity, Diversity, Inclusion and Accessibility Committee</u>

The Parties have agreed to an on-going committee to support JEDIA initiatives.

7.02 <u>Safety Regulations</u>

Added a reference to the *Nova Scotia Occupational Health & Safety Act*, to which the Employer is bound to adhere to.

10.01 Copies of Agreement

The Union may request additional printed copies of the Collective Agreement.

10.03 Employer to Acquaint New Employees

The Employer must provide employees with access to the Collective Agreement (may be electronic).

10.05 Employee Information Provided to Union

(a) The Employer must provide employee position locations to the Union.

10.07 Access of Information

The Employer must ensure that employees have access to internal job postings and EOIs while on leave.

11.03 Extension of Probationary Period

- (c) When a probationary employee is on a leave that extends beyond twenty consecutive working days, the employer may extend their probation by the duration of the leave. This ensures that probationary employees have adequate time to demonstrate their abilities, which may avoid probationary terminations.
- (d) The Employer must provide the Union with notice of all probationary period extensions.

11.05 <u>Temporary Appointment</u>

Eliminated redundant language and more clearly defined temporary appointment.

11.07 <u>Term Appointment</u>

- (a) Eliminated redundant language and more clearly defined term appointment.
- (b) Introduced new special project language that will allow employees to be appointed to a term that is between 24 and 36 months duration (currently, terms are restricted to a 24 month maximum). If the term exceeds 36 months the employee's status will be deemed permanent. Permanent employees appointed to a special project, along with their backfill term, will have the right to return to their previous position at the conclusion of the special project or have all rights pursuant to Article 37 (Employment Stability) should the position no longer exist. Employees will be given ten working days' notice should the term expire earlier that previously relayed. Should the position become permanent during the term, the employee may opt to accept the permanent or revert back to their previous position, where applicable.
- (c) Permanent employees appointed to a third-party funded project, along with their backfill term, will have the right to return to their previous position at the conclusion of the special project or have all rights pursuant to Article 37 should the position no longer exist. Employees will be given ten working days' notice should the term expire earlier that previously relayed.

11.13 Re-employment in Former Position

Permanent employees who have been reinstated to their former position within one year following a termination of employment will not be required to serve a probationary period.

11.14 Permanent Employees Appointed to Term Positions

- (a) Permanent employees who are working in terms of two years or less will have the right to return to their previous permanent position. Currently, employees have rights to a position within their same classification, department and geographic location.
- (b) Should the position exceed two years, rendering it permanent, the employee will have the right to remain in the position or return to their previous permanent position so long as there is no permanent incumbent. If there is a permanent incumbent, the employee will have rights to a position within their same classification, department and geographic location, and if no such positions exists, the employee will have rights pursuant to Article 37 (Employment Stability).

11.15 Permanent Employees Appointed to Temporary Positions

Permanent employees who are working in temporary positions will have the right to return to their previous permanent position. Currently, employees have rights to a position within their same classification, department and geographic location.

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

(e) The Employer may extend probation for seasonal employees as per 11.03 (c) & (d).

14.01 <u>Temporarily Working in an Excluded Position</u>

- (a) Employees who take approved leave from their permanent position to work in an excluded position for up to three years will have rights pursuant to Article 37 should their permanent position no longer exist at the conclusion of the excluded position.
- (b) Backfills will have the same rights as (a), above. Employees will be given ten working days' notice should their term expire earlier than previously relayed.
- (c) Employees will maintain their seniority for the duration of their leave to work in an excluded position.

16.02 Notification

The Union will provide the Employer with an updated list of stewards on October 1st of each year.

20.02 <u>Employee Availability</u>

- (a) Removed "pager number" for standby.
- (b) Updated employer provided technology for standby.

23.01 Special Leave

(a) Removed specific types of payment plan references for health, dental, pension and LTD. Of note, payment plans should be provided when an employee exhausts their STI entitlement per Article 25.17.

23.02 Bereavement Leave

- (a) Gender neutral language for family members and added current foster child to five-day bereavement leave.
- (b) Gender neutral language for family members to one-day bereavement leave.

23.06 Leave for Family Illness

- (a) Gender neutral language and added current foster child and step-child to the definition of family members for the purposes of leave for family illness.
- (d) Added current foster child and step-child to leave for preventative medical and dental care.

23.14 Leave for End of Pregnancy

Notwithstanding any other relevant paid leaves, employees may access up to five days of unpaid leave when the end of a pregnancy does not result in a live birth.

23.22 Domestic Violence Leave

Increased paid leave from three to five days.

25.08 Proof of Illness

(a) Proof of illness may be required when an absence continues for more than five working days or when there are two non-consecutive absences of five days or less within a twelvemonth period.

25.09 Sick Leave Application

b) Where no medical certificate is provided for absences of four or more consecutive workdays in the current fiscal year, the first three days will be deducted from the General Illness bank where the bank is not depleted, otherwise, the days will be unpaid. All other days will be paid as Short Term Illness. Should an employee choose to provide a medical certificate which supports a claim to STI, the full period of absence will be treated as STI leave.

32.01 Kilometrage Allowance

(a)&(b) From April 1, 2026 to March 31, 2028, the higher kilometre rate threshold will be increased from 0-16,000 kms driven to 0-20,000 kms driven for privately owned vehicles used on employer business.

32.06 Meal Allowances

Meal allowances have been increased from \$8.00 to \$10.00 for breakfast, from \$15.00 to \$17.00 for lunch and from \$20.00 to \$25.00 for supper.

32.07 Private Accommodation

Reimbursement for private overnight accommodations has been increased from \$40.00 to \$50.00 per night.

36.01 Health and Safety Provisions

The Employer has added a commitment to the protection and promotion of the physical and psychological health of employees.

36.03 Joint Occupational Health and Safety Advisory Committee

Language has been updated pursuant to the Committee's Terms of Reference.

36.04 First Aid Training

Redundant language removed as provision is required under the OH&S Act.

36.05 First Aid Kits

Redundant language removed as provision is required under the OH&S Act.

36.06 Safety Equipment

Redundant language removed as provision is required under the OH&S Act.

36.04 <u>Video Display Terminals and Other Equipment</u>

(b) Redundant language removed as provision is required under the OH&S Act.

36.08 Right to Refuse Work

Redundant language removed as provision is required under the OH&S Act.

38.01 Rates of Pay

Any classification with a top rate of less than \$20.00 per hour as of April 1, 2024 will receive a one dollar per hour increase at each step prior to the application of the first economic adjustment.

April 1, 2024 (retroactive) 3%

Exception – Employees working in the newly created Aviation Services (AS) pay plan pursuant to the MOA signed on March 20, 2025.

April 1, 2024 (retroactive) 2.5% - Special Adjustment

Exception – In addition to AS employees per above, employees working in classifications who are currently in receipt of temporary market adjustments will not receive the special adjustment of 2.5%, but rather, the pay scales will be permanently adjusted to the rate of the existing market adjustment.

April 1, 2025 (retroactive) 2%

April 1, 2026 2%

April 1, 2027 2%

38.12 Shift Premium

Shift premiums will increase from \$2.35 per hour to \$3.50 per hour.

38.13 Weekend Premium

Weekend premiums will increase from \$2.35 per hour to \$3.50 per hour.

39.02 <u>Injury Pay Provisions</u>

- (a) & (b) Changed "net" to "gross" for payment while on WCB. Calculation before normal deductions will allow for a more standardized payment for the duration of the time where an employee is on WCB.
 - (d) Except for the purposes of vacation entitlement, employees on WCB will continue to accumulate service for up to 24 months.

Note: These changes are effective sixty calendar days following the effective date of the new collective agreement.

43.02 <u>Classification Appeal Procedure</u>

The classification appeal tribunal has been replaced with a single arbitrator, which should result in a quicker process.

43.03 Classification Appeal Arbitrator

The classification appeal tribunal has been replaced with a single arbitrator. The arbitrator may wish to utilize medication-arbitration prior to proceeding to a hearing. Both changes should result in a quicker process.

44.01 Duration and Renewal

The new collective agreement will be in place for four years (April 1, 2024 to March 31, 2028).

44.02 <u>Effective Date of Agreement</u>

The new collective agreement came into effect as of the date of the Order of the Arbitration Board on September 11, 2025.

44.03 Retroactive Pay for Terminated Employees

Employees who have left their employment between April 1, 2024 and September 11, 2025 will receive retroactive payment for wages.

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

Deleted due to redundant language.

APPENDIX TO MEMORANDUM #1

- 3.06 Relief employees who request an adjustment to their maximum full-time hours cannot be unreasonably denied.
- 3.08 The Employer must give relief employees a minimum of one hour notice of the cancellation of a shift.

MEMORANDUM OF AGREEMENT #4 – Joint Group Life and Medical Plan Committee

The Parties have agreed to establish a committee to identify and make recommendations for improvements to the Plan, to be implemented within eight months of the effective date of the collective agreement. The Employer has committed up to \$4.5 million dollars annually in Employer paid premiums towards enhancements to the Plan.

LETTER OF UNDERSTANDING - Discussion Regarding Considerations of Job Classification System

The Parties have agreed to meet during the life of the collective agreement to discuss the current classification system that may address areas of concern such as equity and market issues.

SIDE LETTER - MOAs

The Parties will gather all existing MOAs for review during the life of the Collective Agreement.

SIDE LETTER - Article 13.02 – Expression of Interest

The Parties have agreed to meet to discuss identified operational issues relating to the EOI process within the work unit which may result in a mutually agreeable resolution.

SIDE LETTER - Market-Based Adjustments

The Parties have agreed to meet to discuss issues relating to market conditions as they relate to wages which may result in mutually agreeable market-based adjustments.

SIDE LETTER - Standby Compensation

The Parties have agreed to meet to discuss issues relating to market conditions as they relate to standby compensation which may result in mutually agreeable resolution.

VERBAL AGREEMENTS

The Parties have agreed to implementing any gender-neutral changes through final editing.

The Parties have agreed to review the collective agreement for further housekeeping items before publishing.

The Parties have agreed to update all job classification titles, where applicable.