

In the Matter of an Arbitration Pursuant to the *Civil Service Collective Bargaining Act*
Between

His Majesty the King in Right of the Province of Nova Scotia
(the “Employer”)

and

Nova Scotia Government and General Employees Union
(the “Union”)

(Interest Arbitration)

Arbitration Board

Karen R. Hollett (Chair)
Paul Cavalluzzo
Noella Martin

For the Province

Andrew Taillon
Thomas Groves

For the Union

David Roberts
Mary Rolf

Introduction

- 1 The most recently concluded collective agreement between the parties to this Interest Arbitration expired on March 31, 2024.
- 2 On April 29, 2025, after approximately six months of collective bargaining between the employer and union, the Nova Scotia Labour Board established this interest arbitration board, pursuant to subs. 23(1) of the *Civil Service Collective Bargaining Act*, appointing me as the Chair, along with Paul Cavalluzzo and Noella Martin as the union and employer nominees, respectively.
- 3 Hearing dates for the arbitration were scheduled for October 20, 21 and November 24, 2025. However, over the course of four days, on June 5, 23 and 25 and September 11, 2025, the parties attempted to mediate the outstanding issues with my assistance as a mediator/arbitrator.
- 4 Having carefully considered the submissions and agreements of the parties during the mediation, and paying attention to the application of appropriate criteria, the following award is issued constituting the collective agreement between the parties.

Award

- 5 This Board orders the renewal of the expired collective agreement between the parties on the same terms and conditions, subject to the following amendments:
- a. Those amendments agreed to by the parties during collective bargaining and attached to this award as Appendix “A”;
 - b. Effective April 1, 2024, a 3% wage increase to all classifications in the bargaining unit, except those employees in the Aviation Services classification, whose pay on April 1, 2024, shall be in accordance with that negotiated by the parties in the memorandum of agreement, dated March 20, 2025, and attached to this award as Appendix “B”;
 - c. Effective April 1, 2024, all classifications will be entitled to a wage increase of 2.5% as a special adjustment, except the following classifications:
 - i. Aviation Services, whose pay shall be in accordance with Appendix “B”;
 - ii. The following classifications, which are currently in receipt of a temporary market adjustment, will have their pay scales adjusted to incorporate their current market adjustments:
 - 1. Epidemiologist 1;
 - 2. Epidemiologist 2;
 - 3. Epidemiologist 3;
 - 4. Child Protection Worker/Child Protection Worker Supervisor;
 - 5. Veterinarian 2B;
 - 6. Inspector Specialists 3 & 4 (BPE & AIS);
 - 7. Inspector Specialist 3 Elevator & Lift; and
 - 8. Apprenticeship for Trades (Building Services); and
 - iii. For greater clarity, those classifications in para. 5(c)(ii) will receive the 3% wage increase in para. 5(b) on their adjusted pay scales;
 - iv. Also for greater certainty, the special adjustment will be cumulative with the 3% wage increase;
 - d. Effective April 1, 2025, all classifications will be entitled to a wage increase of 2%;
 - e. Effective April 1, 2026, all classifications will be entitled to a wage increase of 2%;

- f. Effective April 1, 2027, all classifications will be entitled to a wage increase of 2%; and
- g. The first four paragraphs of Article 32.01 of the collective agreement to be amended as follows, with the remainder of the Article renewed unchanged:

~~Effective Jun 8, 2022~~ **Effective April 1, 2026**, the threshold for kilometrage under Article 32 will be raised from 16000 kms to 20000 kms for all employees for the life of the current agreement. For clarity, the threshold will revert back to 16000 kms at midnight on March 31, 2024 **2028**.

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

0 – 20,000 kms
Over 20,000 kms

As of April 1, ~~2024~~ **2028**:
0 – 16,000 kms
Over 16,000 kms

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

0 – 20,000 kms
Over 20,000 kms

As of April 1, ~~2024~~ **2028**:
0 – 16,000 kms
Over 16,000 kms

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

- h. Article 44 of the collective agreement to be amended as follows:

44.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, ~~2021~~ **2024** to March 31, ~~2024~~ **2028** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

44.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after ~~June 8, 2022~~ **September 11, 2025**.

44.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between April 1, ~~2021~~ **2024** and ~~June 8, 2022~~ **September 11, 2025** shall be entitled to full retroactivity of any applicable wage increase. Such payment shall be deposited into the former employee's last known payroll deposit account. Where the employee's banking information is no longer valid the employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

- 6 Insert a new Memorandum of Agreement #4, Joint Group Life and Medical Plan Committee, as follows:

Whereas the parties agree that enhancements to the group life and medical plans provided pursuant to Article 24 (the "Plans") would be desirable;

And whereas Article 24 requires any amendments to the Plans to be made by mutual consent of the parties;

Therefore the parties agree:

- 1) Within sixty days of this award, or at such time mutually agreed upon between them, to establish a Joint Group Life and Medical Plan Committee, with equal representation from both parties.
- 2) The Employer will commit up to \$4.5 million dollars (annual and ongoing) in additional employer premiums for enhancements to the Plans.
- 3) The Joint Group Life and Medical Plan Committee shall identify and recommend amendments to the Group Life and Medical Plan that are mutually agreeable to both the employer and the union, in accordance Article 24 of the collective agreement.

- 4) Such enhancements shall not include modifications to the current cost sharing of benefits established pursuant to Article 24 and any future premium increases will continue to be cost shared by the employer and plan members in accordance with Article 24.
- 5) The Joint Group Life and Medical Plan Committee shall make its recommendations within eight months of this award, unless the parties mutually agree to extend that deadline.
- 7 Except where specifically provided otherwise, the effective date of these amendments is the date of this award.
- 8 In addition to the foregoing, the employer will provide a side letter of understanding to the union, which will not form part of the collective agreement as follows:

Letter of Understanding re: Discussion Regarding Considerations for Job Classification System

The parties agree to convene during the life of the agreement for the purpose of facilitating a discussion regarding mutual considerations in shaping any future revisions to the job classification system. This understanding is not intended to be a predetermination of a new classification system, rather a discussion to be aware of what might be important from each other's perspectives, including but not limited to:

- (a) improved equity;
- (b) modern, transparent outcomes; and
- (c) flexibility to address identified market issues.

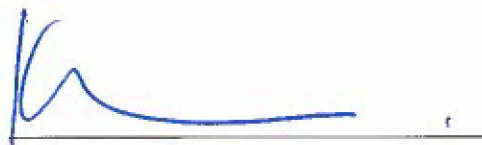
When convening, the parties agree there will be equal participation by both Union and Employer representatives unless otherwise mutually agreed.

This discussion may result in mutually agreed considerations to help inform any future work related to changes to job classification system.

Conclusion

- 9 The parties are directed to prepare the new collective agreement in accordance with the foregoing, failing which this interest arbitration board reserves jurisdiction to do so on their behalf.

Dated: September 11, 2025



Karen R. Hollett

"I concur."

Paul Cavalluzzo

"I concur."

Noella Martin

Agreed as of June 25, 2025

Appendix A

[Handwritten signature]

1.01 Definitions

- (12) ~~"Spouse" includes husband, wife, means any partner in a marriage or common-law relationship where cohabitation has occurred for a minimum of one (1) year, or same sex partner except where prohibited or precluded by law.~~
- (17 16) "Union" means the Nova Scotia Government & General Employees Union.
- (16 17) "Week" means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours. (Where the employee works a seven and one-half (7 ½) or an eight (8) hour day, their week would equal thirty-seven and one half (37 1/2) or forty hours (40) respectively.)
- (19) "Permanent Employee" means an employee in an assignment of continuous work with no defined end date and who has successfully completed their probationary period or has been in a term assignment for greater than one-hundred and four (104) weeks in a two (2) year period, unless otherwise stated in this agreement.
- (20) "Relief Employee" is a bargaining unit employee whose terms and conditions of employment are covered by "Memorandum of Agreement #3 – Relief Employees".

1.02 Service

- (b) (5) Notwithstanding Article 1.02(b)(1), employees in receipt of injury on duty pay as outlined in Article 29 shall have such time credited under this provision, as per Article 39.02.

3.01 No Discrimination

The Employer and the Union support the creation of respectful, **accessible**, inclusive workplaces, and value the human rights of all employees. Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the Human Rights Act except as authorized by the Civil Service Act, the Human Rights Act, or any other law.

3.02 Equity and Diversity ~~Initiatives~~

The Employer and the Union are committed to a workplace that is inclusive and **accessible**, is free of discrimination, is **culturally knowledgeable**, values diversity in its workforce and is representative of the people of Nova Scotia. **The Parties have a shared interest in identifying and removing barriers in the workplace that may limit fair treatment and equal opportunities for employees.** ~~The Employer and the Union agree to strike a committee to meet monthly, or as mutually agreed, during the term of this Agreement to identify and support initiatives that foster equity of opportunity, reasonable accommodations and diversity in the workplace. This Committee shall finalize the draft terms of reference.~~

3.03 Joint Equity, Diversity, Inclusion and Accessibility Committee

The Joint Committee will meet quarterly, or as otherwise mutually agreed, to identify and support initiatives that foster equity of opportunity, and diversity in the workplace.

7.02 Safety Regulations

It is the exclusive function of the Employer to enforce safety and other regulations pursuant to the *Nova Scotia Occupational Health & Safety Act*.

10.01 Copies of Agreement

The Employer agrees to post an electronic version of this Agreement on the Employer's website and to provide five hundred (500) copies to the Union after the signing of the Agreement. The Employer and Union agree to share the cost of printing the five hundred (500) copies. **Upon request, the Employer shall provide the Union with additional copies of the printed Agreement, so long as existing supplies allow.**

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

10.03 Employer to Acquaint New Employees

The Employer agrees to provide new employees at the time of hiring, or as soon as practicable thereafter, with **access to a copy** of the collective agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.

10.05 Employee Information Provided to Union

- (a) Within 60 days of the signing of the Collective Agreement, the Employer shall provide to the Union the names, classifications, positions, employment status (permanent, part-time, seasonal, term, temporary), pay rates, **position location** and the last known home address of all employees who are covered by this Agreement.

10.07 Access of Information

Where practicable, the Employer agrees to ensure that all bargaining unit employees shall have access to the Employer's computer system **for the purpose of accessing internal job postings and expressions of interest while on leave.**

11.03 Extension of Probationary Period

- (c) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for the **total accumulated** length of time that the employee ~~may have been~~ **was** on leave during the probationary period, where such leave ~~exceeds two (2) continuous calendar months~~ **extended beyond twenty (20) consecutive working days.**
- (d) **The Employer will provide the Union with notice of all probationary period extensions.**

11.05 Temporary Appointment

- ~~(a) An employee who has been employed continuously for more than ten (10) weeks (i.e. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (i.e. less than one thousand three hundred and sixty five (1,365) hours) or who has been employed in the same department for more than ten (10) weeks (i.e. three hundred and fifty plus (350+) hours) but less than thirty-nine (39) weeks (i.e. one thousand three hundred and sixty five (1,365) hours) in a fifty-two (52) week period, shall be appointed as a Temporary Employee.~~
- ~~(b) Notwithstanding (a),~~ **Where an employee has been employed continuously in a regularly scheduled part-time position for at least 40% of fulltime hours** for more than ten (10) weeks but less than thirty-nine (39) weeks or has been so employed in the same department for a total of more than ten (10) weeks, but less than thirty-nine (39) weeks in a fifty-two (52) week period, the employee shall be appointed as a **Part-Time** Temporary Employee.

11.07 Term Appointment

- (a)
 - ~~(i) An employee who is employed continuously in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more (i.e. one thousand three hundred and sixty five (1,365) hours) but less than one hundred and four (104) weeks (i.e. three thousand six hundred and forty (3,640) hours) shall be appointed as a Term Employee.~~
 - ~~(ii) Notwithstanding (i)~~ **Where an employee has been employed continuously in a regularly scheduled part-time position for at least 40% of full-time hours, in an assignment of work that is anticipated to be or turns out to be thirty-nine (39) weeks or more but less than one hundred and four (104) continuous weeks shall be appointed as a Part-Time** Term Employee.
- ~~(c) Appointments under (b) are not subject to Article 11.09(c).~~ **(b) Notwithstanding (a) where a body of work exists that is expected to exceed twenty-four (24) months, but not more than thirty-six (36) months in duration unless otherwise agreed to by the parties, and is not expected to be permanent in nature, the Employer may fill such a position as a special project, pursuant to Article 13, and subject to the following:**
 - (i) **The Employer may appoint an employee for the term of the special project up to a maximum of thirty-six (36) months. If the term appointment exceeds thirty-six (36) months, the Employer shall change the status of the employee appointed to that**

position from term to permanent, upon the completion of more than thirty-six (36) months of service.

- (ii) Permanent employees who are appointed to a special project shall maintain their permanent status and have the right to return at the expiry of the special project, to their permanent position. Should no position exist, the employee shall have rights pursuant to Article 37. Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry date of the special project appointment.
- (iii) Any permanent employee who accepts a term position to backfill a vacancy that is created as a result of another permanent employee being appointed to a special project under (ii) of this article shall maintain their permanent status and have the right to return to their permanent position for up to thirty-six (36) months. Should no position exist, the employee shall have rights pursuant to Article 37.

Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry of the term appointment.

- (iv) Permanent employees accepting a special project assignment will be provided with an expected end date of the project at the time of their appointment.
- (v) If at any point a determination is made that the special project assignment has become permanent in nature the employee can choose to accept the permanent position or return to their position unless the parties agree otherwise. Should no position exist, the employee shall have rights pursuant to Article 37.

~~(b)~~ (c) Notwithstanding (a) and (b), where the Employer has funding from a third party which will support a specific project for a term of more than ~~two (2) years~~ **twenty-four (24) months**, the Employer may appoint an employee for the term of the funding to a maximum of ~~three (3) years~~ **thirty-six (36) months**. If the term appointment exceeds ~~three (3) years~~ **thirty-six (36) months**, the Employer shall change the status of the employee appointed to that position from term to permanent, upon the completion of more than ~~three (3) years~~ **thirty-six (36) months** of service. If requested by the Union, the Employer will provide specific information substantiating the third-party funding.

- (i) Permanent employees who are appointed to a position pursuant to (c) shall maintain their permanent status and have the right to return, at the expiry of the third party funded specific project, to their permanent position. Should no position exist, the employee shall have rights pursuant to Article 37. Such employees shall be entitled to ten (10) working days' written notice in the event there is to be an earlier expiry date of the special project appointment.
- (ii) Appointments made under this provision are not subject to Article 11.09(c).
- (iii) Any permanent employee who accepts a term position to backfill a vacancy that is created as a result of another permanent employee being appointed to a third party funded project under (i) of this article shall maintain their permanent status and have

the right to return to their permanent position for up to thirty-six (36) months. Should no position exist, the employee shall have rights pursuant to Article 37.

Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry of the term appointment.

11.13 Re-employment in Former Position

~~The Employer shall confirm the appointment permanent on the effective date of the probationary appointment of~~ A permanent employee whose employment is terminated for any reason and who is reappointed to their former position within one (1) year from the date of such termination **shall not be required to serve a probationary period.** In this case, the term "former position" refers to the same block in the organizational chart of the department where previously employed.

11.14 Permanent Employees Appointed to Term Positions

- (a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment of **twenty-four (24) months or less**, to ~~a their permanent position in their same classification, same department and same geographic location.~~ Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry date of the term appointments.
- (b) ~~Provided there is no present incumbent, and w~~Where the term exceeds twenty-four (24) months ~~or and the position is determined to be permanent prior to twenty-four (24) months,~~ the Employer shall declare as the incumbent, the employee who occupies that term position, unless the employee chooses to return to **a their permanent position provided there is no present permanent incumbent in their same classification, same department, same geographic region or unless the parties agree otherwise.** Should there be a present permanent incumbent, the employee shall return to a permanent position in their same classification, same department and same geographic location. Should no position exist, the employee shall have rights pursuant to Article 37.

11.15 Permanent Employees Appointed to Temporary Positions

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

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

(e) Probationary Period

- (i) Subject to Article 12.02, a Seasonal Employee may be appointed to their position on a probationary basis for the lessor of two (2) seasons or twelve (12) months. The Employer may, before the expiration of the employee's probationary period, extend the probationary appointment for a period not to exceed six (6) months, where the employee is not under constant supervision due to a requirement to travel or to work for extended periods in a location separate from their immediate supervisor.
- (ii) The Employer may, before the expiration of the lessor of the employee's ~~two~~ **second (2nd)** season or twelve (12) month appointment on a probationary basis, extend the probationary appointment for the **total accumulated** length of time that the employee ~~may have been~~ **was** on leave during the probationary period, where such leave ~~exceeds two (2) continuous calendar months~~ **extended beyond twenty (20) consecutive working days**.
- (iii) **The Employer will provide the Union with notice of all probationary period extensions.**

13.01 Re-Assignment

- (e) Before a grievance on reassignment is referred to adjudication, the circumstances are to be reviewed by the **parties at an Employment Stability Meeting** ~~Technological Change Committee~~.

13.05 Filling Vacancies

- (a) Where it is the opinion of the Employer that:
 - ~~(a)~~ (i) a vacancy can be filled from within, and
 - ~~(b)~~ (ii) two or more applicants are qualified, and
 - ~~(c)~~ (iii) those applicants are of equal merit, preference in filling that vacancy shall be given to the applicant with the greatest length of service.
- (b) In the event that those applicants have an equal length of service, in accordance with Article 1.02, preference in filling that vacancy shall be given to the applicant with the earliest date of hire. However, where an employee was hired, left the employ of the Province, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied. For the purposes of this article, a seasonal layoff does not constitute leaving the employ of the Province.
- (c) Where the applicants have the same earliest date of hire, the following shall apply:
 - (i) Under circumstances where one applicant is a member of a designated employment equity group i.e., (Indigenous People, persons with disabilities, African Nova Scotians, other racialized persons, and women in roles in which they are under-represented), preference in filling the vacancy shall be given to that candidate;

- (ii) Under circumstances where more than one candidate is a member of a designated employment equity group as identified in (i) above, a method of chance will be used to break the tie between those candidates.
- (iii) Under circumstances where there are no candidates who are members of a designated employment equity group as identified in (i) above, a method of chance will be used to break the tie.

14.01 Temporarily Working in an Excluded Position

- (a) Where an employee successfully competes for **and/or accepts** an excluded position and takes an approved leave from their bargaining unit position to work in an excluded position, the employee has a right to return to their bargaining unit position at the expiry of the excluded position. **Should no position exist, the employee shall have rights pursuant to Article 37. Such leave shall not exceed thirty-six (36) months in duration.**
- (b) **Any permanent employee who accepts a term position to backfill a vacancy that is created as a result of another permanent employee being appointed to an excluded position under 14.01(a) shall maintain their permanent status and have the right to return to their permanent position for up to thirty-six (36) months. Should no position exist, the employee shall have rights pursuant to Article 37.**

Such employees shall be entitled to ten (10) business days' written notice in the event there is to be an earlier expiry of the term appointment.

- ~~(b)~~(c) While in the excluded position, the employee shall not pay Union dues, nor shall the Union have a duty to represent the employee in any matter arising out of their excluded position. **However, the employee shall retain their seniority for the duration of the leave and the Union reserves the right to represent the employee in relation to their right to return to their bargaining unit position.**

16.02 Notification

- ~~(a) The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.~~
- ~~(b)~~ The Union agrees to provide the Employer with a list of the employees designated as Stewards for each jurisdictional area **on October 1st each year. Where operational or geographic concerns arise with regard to Stewards, the parties will meet and agree on final numbers.**

17.08 Union Executive Positions

- (a) An employee who declares their intention to offer for a fulltime elected Union Executive position as outlined above, must notify their Deputy Head as soon as possible after declaring their intention to seek the position.

19.04 Overtime Compensation

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

20.02 Employee Availability

- (a) An employee designated for standby duty shall be available during their period of standby duty at a known telephone number ~~or pager number~~ and be able to report for duty as quickly as possible if called. Where an employee is required to be available for standby duty, the Employer may, subject to operational requirements, approve the employee's transfer of their standby duty to another qualified and interested employee.
- (b) The Employer, at its expense and discretion, will supply **mobile devices or appropriate technology** ~~paggers, cellular phones or radios~~ to members of the bargaining unit who are designated for standby duty.

23.01 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) ~~s~~Special leave without pay for such a period as it deems circumstances warrant;

(1) Health and Dental and Group Life Insurance

An employee who is granted a special leave without pay shall provide the Employer with a payment **plan** for their portion of health and dental and group life insurance (Basic and Optional Life) premiums, for the entire duration of their leave, in advance of the commencement of the employee's leave ~~by post-dated cheques, money order or payroll deduction.~~

(2) Pension

An employee who is granted a special leave without pay may provide the Employer with a payment **plan** for their portion of pension premiums, for partial or full duration of their leave, ~~by postdated cheques, money order or payroll deduction.~~ If payment is not received, participation in their Pension Plan will cease for the time period for which

premiums have not been received. Subject to eligibility and Pension Plan rules, the employee may also apply to buy back pension.

{4} (3) Long Term Disability

An employee who is granted a special leave without pay shall provide the Employer with a payment plan for their portion of LTD premiums for the entire duration of ~~their~~ the leave, in advance of the commencement of the employee's leave. ~~Payment for LTD premiums must be completely paid in advance for the period of the leave, otherwise the leave will not be granted.~~

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in the NSPS Long Term Disability plan, the employee will not be required to make duplicate premium payments and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in any long term disability plan, the employee may opt out of the NSPS Long Term Disability plan and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of their alternate coverage.

(3)(4) Failure to Make Payment

Where an employee fails to provide the Employer with the required payment for their portion of health and dental or long term disability or group life insurance or pension benefit premiums, the benefit(s), for which payment has not been received, shall cease effective the start date of the leave and until such time as the employee returns to work and the employee and Employer resume payment of benefit premiums/contributions. Where an employee ~~'s post-dated cheque~~ fails to cover the required premium by the appropriate payment date ~~or where a cheque is returned due to insufficient funds,~~ the Employer will contact the employee ~~by registered mail at their last known address.~~ If the employee does not make the payment ~~by money order or certified cheque,~~ inclusive of any arrears, within fourteen (14) calendar days of the date of **notification from the Employer** ~~the registered letter,~~ benefits will cease retroactive to the last date for which premiums were paid by the employee.

23.02 Bereavement Leave

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay, ~~subject to Article 18.05,~~ for a period of up to five (5) consecutive work days for each death. Immediate family is defined as ~~father, mother, parent, step-parents, brother, half brother, step brother, sister, half sister, step sister, siblings, half siblings, step siblings,~~ spouse, child of the employee, father-in-law, mother-in-law, **parent-in-law,** ~~daughter-in-law, son-in-law, child-in-law,~~ step child, **current foster child,** ward of the employee, grandparent or grandchild of the employee

and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (d) Every employee shall be entitled to special leave with pay, subject to Article 18.05, up to a maximum of one (1) work day in the event of death of the employee's ~~brother-in-law or sister-in-law sibling-in-law, aunt, uncle~~ **sibling of parent, niece, nephew child of sibling, child of sibling-in-law**, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.

23.05 Leave for Job Interview

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

23.06 ~~Personal~~ Leave for Family Illness

- (a) In this article family member means spouse, ~~son, daughter~~ **child (including current foster and step child)**, parent, ~~brother, sister sibling, aunt or uncle~~ **sibling of parent** of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.
- (d) In the case of preventative medical and dental care for an employee's spouse, **child (including current foster and step child)**, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying their Deputy Head or delegated official, approval to access leave credits provided for pursuant to 23.06(b). The Deputy Head may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

23.08 Pregnancy Leave Allowance

- (e) The Employer will not reimburse the employee for any amount they are required to remit to ~~Service Canada 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.

23.11 Parental and Adoption Leave Allowance

- (e) The Employer will not reimburse the employee for any amount they are required to remit to **Service Canada 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.

23.14 Leave for End of Pregnancy

The Employer will provide an unpaid leave of absence of up to five (5) days for an employee who experiences an end of pregnancy that does not result in a live birth in accordance with sections 59F, 59G and 60 of the *Labour Standards Code*.

This does not prevent an employee seeking pay for these five (5) days pursuant to any other relevant article of the collective agreement.

23.2122 Domestic Violence Leave

The Employer will provide Domestic Violence Leave in accordance with the Labour Standards Code, and provide up to ~~The three (3)~~ five (5) days of paid leave ~~provided under the Labour Standards Code Regulations~~ which may be taken continuously or intermittently in days or hours, as needed.

25.06 Long-Term Disability

- (b) An employee, who is not entitled to return to their own position, and who has been disentitled to benefits pursuant to the Long Term Disability Plan, and who within **fifteen (15)** days of receipt by registered mail of notice that they have been disentitled to Long Term Disability benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, or severance pay pursuant to Article 37, but not the displacement rights of the collective agreement. The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt **Parties agree to meet at Employment Stability to attempt** to facilitate the placement of all affected employees.

Insert link to current LTD plan text.

25.08 Proof of Illness

- (a) An employee may be required by the Deputy Head or delegated official to produce a certificate from a legally qualified medical practitioner for ~~any~~ periods of absence, **in accordance with the Medical Certificates for Employee Absence Act**, for which sick leave is claimed by an employee, as follows:

- (i) The absence continues for more than five consecutive working days; or
 - (ii) The Employee has had at least two non-consecutive absences of five or fewer working days due to sickness or injury in the preceding twelve (12) months.
- (b) ~~and~~ if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Deputy Head has reason to believe an employee is misusing sick leave privileges, the Deputy Head or delegated official may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

25.09 Sick Leave Application

- a) Application for sick leave for a period of more than three (3) consecutive work days but not more than five (5) consecutive work days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive work days, it shall be supported by a certificate from a medical practitioner.
- b) In the event that an employee has previously had an absence of four (4) or more consecutive days without providing a medical certificate in the current fiscal year (commencing April 1), the following shall apply:
 - i. The first three (3) days shall be paid as General Illness Leave in accordance with Article 25.01 and the fourth day and beyond shall be paid as Short-Term Illness Leave. For greater clarity, in the case of an employee who has exhausted their General Illness bank, the first three days will be unpaid.
 - ii. In the event that an employee who is absent for four (4) or more days elects to provide a medical certificate which supports a claim for Short-Term Illness pursuant to Article 25.02 or Article 25.03, the employee's period of absence shall be treated as Short-Term Illness Leave from the first day of their absence.

25.11 Unearned Credits Upon Death

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

25.17 Failure to Make Benefit Payments When Short Term Illness is Exhausted

In the event that an employee has exhausted their Short Term Illness entitlement Article 23.01 (a)(3) shall apply.

26.01 Employee Performance Review (Planning & Development)

When a formal review of an employee's performance is made **during the planning and development process**, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

26.03 Record of Disciplinary Action

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

~~27.03~~29.03 Grievances

Where an employee alleges that they have been suspended or discharged in violation of Article 27.01, they may within ten (10) business days of the date on which they were notified in writing or within twenty (20) business days of the date of their suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Adjudication contained in the *Civil Service Collective Bargaining Act*, and for the purpose of a grievance, alleging violation of Article 27.01 they shall lodge their grievance at the final level of the grievance procedure.

Renumber remaining articles in 27 and 29.

32.01

- (c) A monthly car allowance shall be paid to ~~scale house operators (Motor Vehicle Registry), and road transport inspectors~~ **Vehicle Transportation Inspector (Compliance Station Officer)** in the Department of Public Works, in accordance with the following:

8 kms to 24 kms
24 kms to 48.3 kms
over 48.3 kms

32.0506 Meal Allowances

Subject to Article 32.023, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

- Breakfast ~~\$8.00~~ **Ten dollars (\$10.00)** per day may be claimed when the employee has been travelling on the Employer's business for more than one hour before the recognized time for the start of the day's work.
- Lunch ~~\$15.00~~ **Seventeen dollars (\$17.00)** per day
- Dinner ~~\$20.00~~ **Twenty-five dollars (\$25.00)** per day may be claimed when the employee is not expected to return to their residence before 6:30 pm.

32.0607 Private Accommodation

Where the employee is required to be away overnight on the Employer's business and their supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of ~~\$40.00~~ **fifty dollars (\$50.00)** per night.

36.01 Health and Safety Provisions

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. **The Employer is committed to the protection and promotion of the physical and psychological health and safety of its employees.** The Employer will respond to suggestions on the subject from the Union and parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

36.02 Occupational Health and Safety Act

~~The Employer, the Union and the employees agree to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c.7. All parties are bound by the provisions of the legislation under the Nova Scotia Occupational Health and Safety Act and its regulations.~~

- (a) **This would include but not be limited to the provision of First Aid training and appropriate First Aid kits according to the Workplace Health and Safety Regulations.**

36.03 Joint Occupational Health and Safety Master Advisory Committee

- (a) ~~The Employer agrees to the establishment of a Joint Health and Safety Master Committee is established pursuant to the provisions of this Collective Agreement comprised of equal and has representation of from the Public Service Commission (PSC), the Nova Scotia Government and~~

General Employees Union (NSGEU) and the Employer Canadian Union of Public Employees, Local 18967 (CUPE).

- (b) **The purpose of the Joint Occupational Health and Safety Advisory Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement is to provide a forum for representatives of the Employer and employees to discuss the emerging trends in health and safety data and collaborate on courses of action to promote a physically and psychologically safe and healthy workplace for employees of the Province of Nova Scotia.**
- (c) **~~The Joint Committee's responsibilities will include~~ Functions of the Committee:**
- (i) **~~to facilitate the establishment and proper functioning of the local committees provided for in the *Occupational Health and Safety Act*; and~~ Advocate for health and safety across the Provincial Government.**
 - (ii) **~~to determine the size and jurisdiction of local committees, having regard to the number of employees in the workplace and the Employer's departmental organizational structure; and~~ Provide advice and recommendations to the Commissioner of the Nova Scotia PSC, and the Presidents of NSGEU and CUPE on health and safety issues relating to new activities, policy changes and provincial issues that affect one (1) or multiple departments.**
 - (iii) **~~to rReview, reports on matters referred by local committees and, where required, to make recommendations to the bargaining principals regarding occupational health and safety matters; and for systemic improvements based on data from the Province of Nova Scotia Safety Management Systems software and external sources, where appropriate.~~**
 - (iv) **~~such~~ Carry out other responsibilities provided in this Agreement, or as required by the *Occupational Health and Safety Act*, or research as the bargaining principals may from time to time assign to the Committee.**
 - (v) **Utilize a variety of communication strategies to maintain open, two-way communications with local Joint Occupational Health and Safety Committees.**
- (d) **The Committee shall develop its own Terms of Reference which shall be managed by the members and reviewed at least annually.**

36.04—First Aid Training

~~In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first aid training aimed at providing a first aid officer for each department.~~

36.05—First Aid Kits

~~The Employer shall provide an area, equipped with a first aid kit, for the use of employees taken ill during working hours.~~

~~36.06~~ Safety Equipment

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

36.074 Video Display Terminals and Other Equipment

~~(b) — A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or their fetus, may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying they are pregnant and the medical basis on which a threat may exist. Upon receipt of the request, the Employer, where possible will assign the pregnant employee to an alternate position and/or classification or to alternate duties.~~

~~36.08~~ Right to Refuse Work

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

38.01 Rates of Pay

All classifications with a top rate of less than twenty dollars (\$20.00) per hour as of April 1, 2024 will receive a one dollar (\$1.00) per hour increase at each step prior to the application of the first economic adjustment.

38.12A Shift Premium

~~Effective June 8, 2022, a~~An employee shall receive a shift premium of ~~two three dollars and fifty cents (\$3.50) and thirty five cents (\$2.35)~~ **two three dollars and fifty cents (\$3.50)** per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

~~38.12B~~13 Weekend Premium

~~Effective June 8, 2022, a~~An employee shall receive a shift premium of ~~two three dollars and fifty cents (\$3.50) and thirty five cents (\$2.35)~~ **two three dollars and fifty cents (\$3.50)** per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 12.01 a.m. on Saturday and 7.00 a.m. on Monday.

39.02 Injury Pay Provisions

- (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform their duties, the Employer shall grant to the employee injury on duty leave with pay representing the employee's ~~net~~ **gross** average pre-disability ~~salary earnings~~ for a period as the Workers' Compensation Board may specify.
- (c) Under no circumstances should injury on duty leave with pay result in an employee's post injury earnings loss replacement exceeding the employee's ~~net~~ **gross** average pre-disability earnings.
- (d) While on injury on duty leave, an employee shall continue to accrue and accumulate service credits for up to twenty-four (24) months of their leave, and their service shall be deemed to be continuous during the twenty-four month period. However, service accumulated during injury on duty leave shall not be used for the purposes of calculating vacation leave credits.

**NOTE: The parties agree that the new provisions relating to Article 39.02 will come into effect for all employees sixty (60) calendar days following the effective date of the new collective agreement.*

43.02 Classification Appeal Procedure

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

- (c) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal ~~Tribunal~~ **Arbitrator** who shall make a final and binding decision in accordance with the procedures set out in this Article.
- (d) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the ~~Tribunal~~ **Arbitrator**.

43.03 Classification Appeal ~~Tribunal~~ **Arbitrator**

- ~~(a)~~ A Classification Appeal ~~Tribunal~~ **Arbitrator** shall be established to make a final and binding decision on a dispute concerning the classification of the position an employee occupies.
- ~~(b)~~ ~~The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Public Service Commission, and one member shall be nominated by the Union. The third member, who shall be the chairperson, The arbitrator shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson arbitrator within thirty (30) business days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson arbitrator, the chairperson arbitrator shall be appointed by the Civil Service Employee Relations Board.~~

- ~~(c)~~ The ~~members of the Tribunal~~ **arbitrator** shall be appointed for a term of office not exceeding five (5) years. Upon expiration of ~~a member's~~ **their** term of office they may be re-appointed for a term not exceeding five (5) years. The re-appointment of an ~~member~~ **arbitrator** or the appointment of their successor shall be in accordance with the provisions set out in 43.03(b) above.
- ~~(d)~~ Notwithstanding the provisions of 43.03 (c), the ~~chairperson of the Tribunal~~ **arbitrator** shall be replaced at the request of either party and ~~any other member of the Tribunal shall be replaced at the request of the party nominating that member.~~ Such replacement shall be made in accordance with the provisions of 43.03(b).
- ~~(e)~~ The ~~members of the Tribunal~~ **arbitrator** shall be paid remuneration as may be fixed by the Governor-in-Council, ~~and. Upon the appointment of a new Arbitrator under (c) the parties shall enter into a written agreement for the payment of actual and reasonable expenses as may be incurred by the Arbitrator~~ **them** in the discharge of their duties.
- ~~(f)~~ The ~~Tribunal~~ **arbitrator** shall within thirty (30) business days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- ~~(g)~~ **Where the parties agree, the arbitrator may first attempt a mediation-arbitration to resolve the dispute informally before proceeding to a hearing.**
- ~~(g)~~~~(h)~~ The ~~Tribunal~~ **arbitrator** shall decide the issue of the proper classification for the position in question based on the existing classification system.
- ~~(h)~~~~(i)~~ The ~~Tribunal~~ **arbitrator** may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the *Arbitration Act* but in no case shall such order notice, directive or declaration be contrary to this Agreement, specifically 43.02 (h) herein.
- ~~(i)~~~~(j)~~ The ~~Tribunal~~ **arbitrator** shall not:

 - (1) alter any position descriptions and/or classification standards determined by the Employer;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;
 - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position to a point where it no longer fits in the existing classification. In which case, the matter is considered a new appeal.
- ~~(j)~~ ~~A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.~~

- (k) The ~~Tribunal~~ **arbitrator** shall render its decision on a dispute under this Article within sixty (60) business days of the matter being heard, or at such later time as may be mutually agreed by the parties.
- (l) The ~~Tribunal~~ **arbitrator** shall communicate its decision and reasons therefore in respect to the appeal in writing to the Union and Employer.
- (m) The decision of the ~~Tribunal~~ **arbitrator** is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the ~~Tribunal~~ **arbitrator**.

44.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after ~~June 8, 2022~~ *(Date of Signing)*.

44.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between ~~April 1, 2021~~ **April 1, 2024** and ~~June 8, 2022~~ *(Date of Signing)* shall be entitled to full retroactivity of any applicable wage increase. Such payment shall be deposited into the former employee's last known payroll deposit account. Where the employee's banking information is no longer valid the employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

APPENDIX 1 – CLERICAL BARGAINING UNIT

C1.02 Rotating and Irregular Hours

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

APPENDIX 2 – PROFESSIONAL BARGAINING UNIT (PR)

HSN2.02 Educational Premium

- (a) Post Graduate Training – 3 Months

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

\$17.87

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

~~(b)~~ ~~Post-Graduate Training—3 Months~~

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

~~\$17.87~~

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

~~(g)~~ (f) Employer Conducted Post-Graduate Training

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

Renumber remaining sub-articles.

P3.01 Youth Workers- Young Offenders

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

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

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

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

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

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

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

Agreed as of June 25, 2025

- ~~(iii) — An employee who is required to work overtime on their first scheduled day of rest shall be paid at the overtime rate as provided in (b) (ii) above.~~
- ~~(iv) — An employee who is required to work overtime on their second or subsequent day of rest is entitled to compensation at double time (2T) for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~
- ~~(v) — Where an employee is required to work overtime on a paid holiday, as defined in Article 22.01, they will receive compensation equal to three (3) times their regular rate as follows:
 - ~~(1) — compensation at two (2) times their regular rate, including the holiday pay, for the hours worked on the holiday; and~~
 - ~~(2) — time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.~~~~

~~Where time off with pay in lieu of the holiday has not been granted in accordance with (ii) above, compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.~~
- ~~(vi) — In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.~~
- ~~(vii) — Compensation for overtime shall be paid except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked.~~
- ~~(viii) — Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid. Where operational requirements permit, the Deputy Head may authorize an extension of the time limits provided herein.~~
- ~~(ix) — An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.~~

APPENDIX 3 - TECHNICAL AND SERVICE BARGAINING UNIT (TS)

ACC1.01 Hours of Work

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

irregular basis, the employees shall work an average of eighty (80) hours, inclusive of meal breaks, on a ~~biweekly fortnightly~~ basis.

M1.01 Hours of Work

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

T1.01 Hours of Work

- (a) The normal work week shall be thirty-five (35) hours per week exclusive of meal breaks, except as provided in (b) and (c) below. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of seventy (70) hours, exclusive of meal breaks, on a ~~biweekly fortnightly~~ basis.
- (b) The normal hours of work for Counselors in ~~Child Caring Facilities Residential Facilities~~ employed with the Department of Community Services shall be nineteen hundred and fifty (1950) hours per year inclusive of meal breaks, rest periods, vacations and paid holidays. Working hours shall be averaged over a period not exceeding two hundred and twenty (220) days.

APPENDIX 8 - ~~REMOVAL~~ MOVING EXPENSES MOA

- 1.1 Except as herein provided words and phrases shall have the same meaning as in ~~temporarily working of~~ the Collective Agreement.
- 1.7 "Removal Moving Expense" means the cost incurred by an employee, who has been transferred, to effect the transfer.
- 2.4 Under the terms of this memorandum, there is a minimum distance qualification which governs the eligibility of an employee for reimbursement of ~~removal moving~~ expenses. Generally, expenses will not be paid where the old and new places of duty are within the same metropolitan area or are within reasonable commuting distance of each other.

Moving expenses shall not be paid unless:
 - (a) the new place of duty is outside a radius of 32 kilometres (20 miles) from the old place of duty, and
 - (b) the new residence is outside a radius of 32 kilometres (20 miles) from the old residence.
- 2.5 The Employer shall pay ~~removal moving~~ expenses, including disconnecting and reconnecting services, for a mobile home provided the total costs of such does not exceed the cost of comparable ~~removal moving~~ expenses involving conventional housing.
- 2.6 Upon authorization of the Deputy Head of the department in which they are employed an advance may be made to an employee of the estimated cost of the ~~removal moving~~ expenses; or the Employer may be requested to pay invoices for transportation, cartage and other eligible

expenses; payments so made will be considered as an advance to the employee pending the approval of their account for the ~~removal~~ moving expenses.

REMOVAL MOVING EXPENSES MAY INCLUDE:

- 3.2.4 packing, unpacking, cartage and freight of their household effects and necessary storage of these effects to a maximum of thirty days, including insurance there on while in transit and/or in storage. Storage charges on household effects in excess of thirty days shall not be considered as ~~removal~~ moving expenses, unless the Deputy Head of the employing department certifies that the excess period of storage is necessitated by circumstances outside, or beyond the control of the employee.

ACCOMMODATION BEING VACATED:

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

~~APPENDIX 9 — EXCERPT OF SECTION 3 FROM CASUAL SEASONAL MEMORANDUM OF AGREEMENT~~

~~SIGNED BY THE PARTIES IN FEBRUARY 2008~~

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

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

~~(a) — Temporary~~

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

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

~~or~~

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

~~or~~

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

~~(b) — Term~~

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

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

~~or~~

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

~~or~~

~~(iii) been employed in the same department working less than forty percent (40%) of full time hours and has worked the later of thirty nine (39) or more weeks or one thousand three hundred and sixty five (1365) hours, but less than one hundred and four (104) weeks or three thousand six hundred and forty (3640) hours in a period of one hundred and four (104) weeks period, shall be appointed to the Civil Service effective February 1, 2008 as a Term Employee.~~

~~(c) — Permanent~~

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

MEMORANDUM OF AGREEMENT #1

Incumbents in the classifications and departments listed below are subject to the Hours of Work provisions applicable to such classifications on August 31, 1999, which are set out in the attached Appendix. Incumbents in these classifications and departments are not subject to the Hours of Work (Article 18 or Appendix 3 2, Article P1) or the Overtime (Article 19) provisions of the Civil Service Agreement.

APPENDIX TO MEMORANDUM #1

~~15.07~~ Article 1 Normal Teaching Year

- (b) The parties acknowledge that certain courses and work on development of individualized instruction materials extend beyond the normal teaching year provided in Article 1(a) ~~15.07(a)~~. Where such is the case, the instructor shall be paid, in addition to regular salary, a daily rate of pay for each day that this period of authorized classroom instruction and/or work on development or individualized instruction materials extends beyond the normal teaching year.

- (c) Classroom teachers or instructors whose teaching duties do not extend beyond the normal teaching year shall be required to perform the duties and responsibilities detailed in Article 3 ~~15.09~~.

~~15.08~~ Article 2 Where Attendance Not Required

The principal or head of the institution shall not require the attendance of instructors at an institution during any part of a period in which classroom instruction has been suspended, except as provided in Article 3 ~~15.09~~(g) or where the principal requires the execution of legitimate assignments related to the instructors' course of instruction.

~~15.09~~ Article 3 Duties Outside of Teaching Year

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

- (i) except in the case of (g) above, an employee who is required to perform duties pursuant to Article 3 ~~15.09~~ shall receive a minimum of two (2) weeks notice of such requirement.

MEMORANDUM OF AGREEMENT #3 RELIEF EMPLOYEES

- 1.01 Notwithstanding Article 11.17 (No Avoidance) of the ~~Master~~ Civil Service Agreement, Relief assignments are periods of work not regularly scheduled and less than 39 weeks in duration. They include, but are not limited to, backfill for vacation, statutory holidays, sick leave, Short Term Illness, LTD, secondments, leaves of absence, hiring gaps, employee training, unpredictable or temporary requirements like jury or high-risk trials, increased short-term demand for service, or increased short-term client needs at the ~~child caring facilities~~ **residential facilities**.
- 1.02 A relief employee is an employee who is not regularly scheduled by the Employer, but who works relief assignments on an as needed basis as operational requirements demand. A relief employee does not have a designation or guaranteed hours of work. A relief employee must work an average of 40% of full-time hours, as defined in this section, or meet the requirements of Article ~~11.18~~ **11.19** in the Civil Service Agreement, in order to maintain bargaining unit status.
- 1.08 When competing for vacancies, a successful Relief Employee will maintain **their** ~~his/her~~ bargaining unit status, seniority and benefit level at the new workplace. The successful Relief Employee will be removed from ~~their his/her~~ "Original Relief Roster" and will be merged into the "New Relief Roster" in accordance with ~~their his/her~~ seniority.
- 1.09 Where a relief employee reverts to casual relief status in accordance with this article, the employee's previous service shall not be considered for the purpose of ~~their his/her~~ ongoing relief status pursuant to this Agreement.
- 1.11 Where a relief employee successfully competes for a temporary or term position in accordance with the Agreement, the employee may return to the roster after such position comes to an end and the months of service accumulated while in the temporary or term position will be considered in determining ~~their his/her~~ relief status (temporary, term, permanent). When the relief employee

returns to the roster, ~~their he/she~~ will not have any assigned hours increased due to the temporary or term position which had been held by the employee.

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

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

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

- 3.06 Employees will be scheduled up to 100% of full-time hours on a bi-weekly period or to the employee's requested maximum.

Relief employees may request an adjustment to the employee's requested maximum full-time hours six (6) months following their previous requested adjustment. The request must be made in writing to the employee's immediate supervisor **and cannot be unreasonably denied.**

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

3.07

- (a) If an Employee wishes not to be called, the Employee will be removed from the roster for the purposes of post-schedule relief assignments ~~of~~ for the duration of the 6-month period in Section 3.06.

- 3.08 Notwithstanding any other provisions of the Agreement, the Employer may cancel a relief shift, which had been previously scheduled either before or following the posting of the schedule, ~~without~~ with a minimum 1-hour advance notice to the employee as operational requirements demand. Where the employee is not notified by the Employer prior to reporting to the workplace, the employee will be guaranteed a minimum of four (4) hours of work for the shift.

Long Term Disability

- 4.03 **Term relief employees and permanent relief employees shall be covered for Long Term Disability in accordance with the Long Term Disability Plan text.** ~~The Employer and the Union, as co-sponsors of the LTD plan, agree to amend the plan to include coverage for term relief employees and permanent relief employees as defined in this Agreement.~~

SIDE LETTERS

1. For the purposes of record keeping, during the life of the Agreement, the Parties agree to jointly gather and review all available unexpired Memoranda of Agreement (MOAs). The Parties may discontinue or amend MOAs by mutual agreement.

2. Article 13.02 – Expression of Interest

The purpose of this letter is to create an opportunity for the parties to discuss issues that have been identified and are of mutual interest as they relate to Expressions of Interest.

When either the Union or the Employer identify an operational issue in a work unit, classification or within a department related to the Expression of Interest process as outlined in Article 13.02:

- (i) either the Union or the Public Service Commission may contact the other party to arrange a meeting to discuss the issue within thirty (30) business days of either the signing of this Collective Agreement, or from when the issue became known by the party seeking to meet;
- (ii) where possible, the notifying party will share the information giving rise to the issue in advance of a meeting;
- (iii) where mutually agreed, the parties may enter into a memorandum of agreement specific to the work unit with the aim of resolving the operational issue.

For clarity the purpose of the discussion will not be to modify the outcomes of individual expressions of interest.

Note: The Employer will update its "Opportunities" website preamble to:

"This site will house all NSGEU job postings including Expression of Interest (EOI) postings as well as postings for eligible CUPE and EC employees."

3. Market-Based Adjustments

The purpose of this letter is to create an opportunity for the parties to discuss issues related to market conditions as they relate to wages that have been identified and are of mutual interest.

When either the Union or the Employer identify a need to enter into discussions regarding a potential market based adjustment for any particular classification the following will apply:

- i) either the Union or the Public Service Commission may contact the other to arrange a meeting to discuss the issue within thirty (30) days;
- ii) where possible, the notifying party will specify the area of concern and will share any related information regarding the issue in advance of a meeting

- iii) where mutually agreed, the parties may enter into a memorandum of agreement regarding a market-based adjustment.
- iv) for clarity when an agreement is not reached under (iii) the meeting and resulting discussion will not be the subject to any grievance.

4. Stand-By Compensation

The purpose of this letter is to create an opportunity for the parties to discuss issues that have been identified and are of mutual interest as they relate to stand-by compensation.

When either the Union or the Employer identify an operational issue in a work unit or classification within a department related to standby compensation as outlined in Article 20.01:

- (i) during this collective agreement, the Union or the Public Service Commission may contact the other party to arrange a meeting to discuss the issue within thirty (30) days of either the signing of this Collective Agreement, or from when the issue became known by the party seeking to meet;
- (ii) where possible, the notifying party will share the information giving rise to the Issue in advance of a meeting;
- (iii) where mutually agreed, the parties may enter into a memorandum of agreement specific to the work unit or department with the aim of resolving the operational issue.
- (iv) For clarity the discussion will not be the subject matter of a grievance.

VERBAL AGREEMENTS

1. Parties have verbally agreed to implementing any gender neutral changes through final editing.
2. Parties have verbally agreed to review for additional housekeeping items before publishing.
3. Job classification titles to be updated.

Appendix B

MEMORANDUM OF AGREEMENT

between


His Majesty the King in Right of the Province of Nova Scotia represented by the Public Service Commission (the "Employer")

and

Nova Scotia Government and General Employees' Union (the "Union")

The parties are currently engaged in collective bargaining for a new collective agreement that will have a start date of April 1, 2024. The Department of Natural Resources and Renewables employs Pilots and Aircraft Maintenance Engineers. The parties agree on a without prejudice and without precedent basis to the following:

1. The parties agree to the creation of the Aviation Services Classification and Pay Plan, effective April 1, 2024.
2. The parties agree to the incorporation of the attached document "Appendix 3 – Technical and Service Bargaining Unit (TS) - (G) Aviation Services Classification and Pay Plan (AS)" into the collective agreement currently being negotiated with a start date of April 1, 2024.
3. For clarity, the salaries in the attached grid will remain unchanged for 2024, however any percentage increases negotiated during the current round of bargaining will be incorporated into the years 2025 onward.



For the Union, dated 20 March, 2025



For the Employer, dated March 20 2025

Appendix 3 – Technical and Service Bargaining Unit (TS)

(G) Aviation Services Classification and Pay Plan (AS)

Anniversary Date

Shall be consistent with section 38.05 of the Collective Agreement.

Salary Increments

Employees move through their salary steps in accordance with section 38.07 – 38.09 of the collective agreement.

Career Ladder Progression

Movement between the Pilot 1-4 and AME 1-3 is not automatic and is subject to the operational requirements of the Department. This is done without competition according to the following criteria:

- a. Employee demonstrates the minimum job requirements for the higher job level
- b. Appropriate departmental official (Training Pilot, Operations Manager or Chief AME) certifies, through objective measures, that the employee has successfully demonstrated the skills, experience, knowledge, decision-making, and safety record required to operate with a higher level of autonomy.

Hours of Work

The normal work week shall be thirty-five (35) hours per week exclusive of meal breaks. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of seventy (70) hours, exclusive of meal breaks, on a fortnightly basis.

Variance in Hours

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

Posting of Shift Schedules

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



Exchange of Shifts

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

No Guarantee of Hours

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

Work Schedules

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

No Split Shifts

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

Rotation of Shifts

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

Rest Periods

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

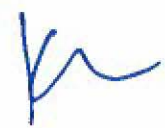
Pay

Employees in the Aviation Services pay plan shall be paid in accordance with the wage schedule attached to this Appendix.

Protective Clothing

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

All other terms and conditions of the collective agreement apply.



Aviation Services Job Classification – AS	Pay Grade
Chief Pilot (Restricted)	AS 12
Training Pilot (Restricted)	AS 11
Pilot 4	AS 10
Pilot 3	AS 9
	AS 8
Aircraft Maintenance Engineer 3	AS 7
Pilot 2	AS 6
Aircraft Maintenance Engineer 2	AS 5
	AS 4
	AS 3
Pilot 1	AS 2
Aircraft Maintenance Engineer 1	AS 1

Aviation Services Pay Plan – AS

Biweekly Rates

Effective April 1, 2024

Band	Step 1	Step 2	Step 3	Step 4	Step 5
AS 1	\$ 2,029.92	\$ 2,099.13	\$ 2,168.33	\$ 2,237.53	\$ 2,306.73
AS 2	\$ 2,172.02	\$ 2,246.06	\$ 2,320.11	\$ 2,394.16	\$ 2,468.20
AS 3	\$ 2,324.06	\$ 2,403.29	\$ 2,482.52	\$ 2,561.75	\$ 2,640.98
AS 4	\$ 2,486.74	\$ 2,571.52	\$ 2,656.29	\$ 2,741.07	\$ 2,825.84
AS 5	\$ 2,660.82	\$ 2,751.52	\$ 2,842.23	\$ 2,932.94	\$ 3,023.65
AS 6	\$ 2,847.07	\$ 2,944.13	\$ 3,041.19	\$ 3,138.25	\$ 3,235.31
AS 7	\$ 3,046.37	\$ 3,150.22	\$ 3,254.07	\$ 3,357.93	\$ 3,461.78
AS 8	\$ 3,259.61	\$ 3,370.74	\$ 3,481.86	\$ 3,592.98	\$ 3,704.11
AS 9	\$ 3,487.79	\$ 3,606.69	\$ 3,725.59	\$ 3,844.49	\$ 3,963.39
AS 10	\$ 3,697.05	\$ 3,823.09	\$ 3,949.12	\$ 4,075.16	\$ 4,201.20
AS 11	\$ 3,918.88	\$ 4,052.47	\$ 4,186.07	\$ 4,319.67	\$ 4,453.27
AS 12	\$ 4,154.01	\$ 4,295.62	\$ 4,437.24	\$ 4,578.85	\$ 4,720.46