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SOURCE	N.S. GOVT
EFF.	25 12 83
TERM.	29 03 86
NO. OF EMPLOYEES	400
EMPLOYERS	
EMPLOYEES	

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Agreement between

**The Nova Scotia Government**  
and  
**The Nova Scotia Government**  
**Employees Union**

**Group:**

Health Services Classification  
and Pay Plan — HSB

**Expires:** MAR 29 1986

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## Preamble

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees and the Union, to improve the quality of the Public Service of the Province and to promote the well-being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows:

### ARTICLE I - INTERPRETATION AND DEFINITIONS

#### 1.01 Definitions

For the purpose of this Agreement;

- (1) "Bargaining Unit" means all the probationary, permanent, term and temporary employees of the Employer in the Health Services Classification and Pay Plan - HSB, except those in any managerial or confidential capacity as outlined in Appendix 2.
- (2) "Daily rate of ~~pay~~" means an employee's bi-weekly rate of pay divided by ten (10).
- (3) "Employee" means a person who is included in the bargaining unit.
- (4) "Employer" means Her Majesty the Queen in the right of the Province through the agency of the Civil Service Commission.
- (5) "**Holiday**" means:
  - (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than ~~four~~ (4) hours of the shift fall on a day designated as a holiday in this Agreement.
  - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (6) "Leave of absence" means absent from work with permission.

- (7) **"Lockout"** includes the closing of a place of employment, a suspension of work or a refusal by the Commission on behalf of the Government of Nova Scotia to continue to employ a number of its employees done to compel the employees, or to aid another Employer to compel its employees, to agree to terms or conditions of employment.
- (8) **"Strike"** includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the Commission to agree to terms or conditions of employment or to aid other employees in compelling their Employer to agree to terms or conditions of employment.
- (9) **"Union"** means the Nova Scotia Government Employees Union.

1.02 Service

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

- (a) (1) total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the Civil Service Act; and
- (2) total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Appendix 3, has been a combination of full-time and unbroken Non-Civil Service and Civil Service employment.
- (b) (1) Notwithstanding Article 1.02(a), one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who does not receive salary for eight (8) days or less during that calendar month.
- (2) Notwithstanding Article 1.02(a), no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of eight (8) days during that calendar month.
- (3) For the purposes of Article 1.02(b)(1) and 1.02(b)(2), service related benefits are vacation, sick leave and Public Service Award.

1.03 Civil Service Terms

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

1.04 Use of Masculine Gender

Unless any provision of this Agreement otherwise specifies, words importing to the masculine gender shall include females and vice versa.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent.

2.02 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.03 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall refuse to continue to employ any employee or otherwise discriminate against any employee on the basis of race, religion, creed, colour, ethnic or national origin, sex, marital status, age or physical handicap except as authorized by the Civil Service Act or any other Act.

ARTICLE 3 - APPLICATION

This Agreement applies to and is binding on the Union, the employees, and the Employer.

ARTICLE 4 - PROVINCIAL SECURITY

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

## ARTICLE 5 - FUTURE LEGISLATION

### 5.01 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

### 5.02 Conflict with Regulations

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

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.01 Management Rights

The management and direction of employees and operations is vested exclusively in the Employer and any matter arising out of this shall not be the subject of collective bargaining. All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

### 6.02 Safety Regulations

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

### 6.03 Consistent Application

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

### 6.04 Delegation of Authority

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

## ARTICLE 7 - RIGHTS AND PROHIBITIONS

### 7.01 No Lockout or Strike

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

7.02 No Sanction of Strike

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

**ARTICLE 8 - PROVISION OF BULLETIN BOARD SPACE**

8.01 Bulletin Boards

The Employer will provide bulletin board space ~~for~~ the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

8.02 Distribution of Union Literature

The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

**ARTICLE 9 - INFORMATION**

9.01 Copies of Agreement

The Employer agrees to supply each employee with a copy of the Agreement.

9.02 Letter of Appointment

An employee upon hiring shall be provided with statement of his classification and employment status as to the nature of the appointment.

9.03 Employer to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect including the conditions of employment set out in the articles concerning checkoff and stewards.

9.04 Position Descriptions

An employee shall have access to a position description outlining the duties and responsibilities of his/her position in general terms. The Employer will endeavour to ensure that position descriptions are reviewed, and revised where necessary at periodic intervals but under no circumstances shall that interval be in excess of five (5) years.

9.05 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to employees in the bargaining unit that in the opinion

of the Employer may be required by the Union for collective bargaining purposes.

## ARTICLE 10 - APPOINTMENT

### 10.01 Probationary Period

An employee may be appointed to his position on a probationary basis for a period not to exceed twelve (12) months.

### 10.02 Confirmation of Permanent Appointment

(a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.

(b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis.

### 10.03 Termination of Probationary Appointment

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

### 10.04 Term Appointment

The Employer may, where it is anticipated that a project will exceed one (1) year but will not exceed five (5) years in duration, appoint on a term basis employees required to carry on the project.

### 10.05 Termination of Term Appointment

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

### 10.06 Change of Term Status

The Employer may change the status of an employee appointed under the provisions of Article 10.04 to probationary, permanent or temporary.

### 10.07 Termination Notice

(a) If the employment of an employee appointed to a position on a probationary or term basis is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Employer or Deputy Head shall advise the employee in writing not less than ten (10) days prior to the date of termination.

(b) The Employer will notify the Union when an employee is terminated.



10.08 Pay in Lieu of Termination Notice

Where less notice in writing is given than provided for, employees terminated in accordance with the provisions of Article 10.07, the employee shall continue to receive his pay for the number of days prior to the date of termination.

10.09 Written Reasons for Termination

An employee employed in a position on a probationary or term basis shall be given the reasons for termination in writing, if he so requests, within the period of notice pursuant to Article 10.07.

10.10 Re-employment in Former Position

The Employer shall confirm the appointment permanent on the effective date of the probationary appointment, a permanent employee whose employment is terminated for any reason and who is reappointed to his former position within a year from the date of such termination. In this case, the term "former position" refers to the same block in the organization chart of the department where previously employed.

10.11 Casual Employees

A person who is employed on a casual basis by the Employer and/or its Departments, Boards, Commissions or Agencies (as outlined in Appendix 3 of the Agreement) in a position title and classification included in the bargaining unit, shall, upon obtaining two (2) years' full-time continuous service from his/her date of last appointment, be appointed to the Civil Service as a permanent employee pursuant to the provisions of the Civil Service Act and shall become a member of the bargaining unit, save and except such persons who are excluded pursuant to Section 11 of the Civil Service Collective Bargaining Act and such persons who are represented by any other bargaining agent. For the purpose of this provision, "full-time" employment shall be determined on the basis of the equivalent to the hours of work established for full-time employees under the terms of this Agreement.

## ARTICLE 11 - CHECKOFF

11.01 Deduction of Union Dues

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

- (b) Dues deductions for employees who are included in or excluded from the bargaining unit during the life of the Agreement, shall begin or cease, effective on the first full bi-weekly pay period immediately following their inclusion or exclusion.

11.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 11.01.

11.03 Religious Exclusions

Deductions for membership dues shall not apply to any employee who for religious reasons cannot pay union dues provided he makes a contribution equal to said union dues to some recognized charitable cause.

11.04 Remittance of Union Dues

The amounts deducted in accordance with Article 11.01, shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

11.05 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

11.06 Notification of Appointments and Terminations

The Employer shall advise the Union of the appointment of each new probationary, permanent, temporary or term employee or the cancellation or termination of each probationary, permanent, temporary or term appointment within five (5) days after the date of the appointment or of the cancellation or of the termination, unless circumstances are such as to warrant an extension of this period.

## ARTICLE 12 - STEWARDS

12.01 Recognition

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

12.02 Jurisdictional Areas and 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.

12.03 Servicing of Grievances

It is understood that Officers, Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld. The Steward shall report back to the Supervisor before resuming the normal duties of his position.

**ARTICLE 13 - TIME OFF FOR UNION BUSINESS**

13.01 Leave Without Pay

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

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
- (c) as required delegates to attend special conventions including, N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.

Such permission will not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the

members of the Board of Directors and Bargaining Unit Negotiating Council.

**13.03** Annual Meeting

- (a) Where operational requirements permit and on reasonable notice, the Deputy Head shall grant special leave with pay for a period not exceeding two (2) days, and special leave with pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be reasonably withheld.
- (b) The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

**13.04** Number of Employees Eligible

The number of employees eligible for special leave provisions under Article 13.01 and 13.03 shall be in accordance with the numbers laid down in the Nova Scotia Government Employees Union Constitution.

**13.05** Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union where the time required is for not more than one-half (½) day for each meeting. Where the time required for each meeting is more than one-half (½) day, the additional time granted to employees shall be without pay. Such permission shall not be unreasonably withheld.

**13.06** Adjudication and Joint Consultation

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

- (a) called as a witness by an Adjudication Board prescribed by Article 25;
- (b) meeting with management in joint consultation as prescribed in Article 26.

13.07 Grievance Meetings

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, special leave with pay;
- (b) where an employee who has presented a grievance seeks to meet with the Employer, special leave with pay when the meeting is held in the headquarters area and special leave without pay when meeting is held outside the headquarters area;
- (c) where an employee has presented a grievance, and a hearing is held at the final level of the grievance process, special leave with pay to attend the hearing.

13.08 No Loss of Service

For the purposes of this Article, approved special leave without pay shall not be subject to the provisions of Article 1.02(b)(2).

13.09 Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the Memorandum of Agreement between the parties, which shall form part of this Agreement.

**ARTICLE 14 - HOURS OF WORK**

14.01 Hours of Work

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

14.02 Shift Changeover

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

14.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article 14.04.

14.04 Exchange of Shifts

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

14.05 Rest Periods

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

14.06 Rotation of Shifts

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

**ARTICLE 15 - OVERTIME**

15.01 Hours Worked in Excess of Regular Hours

All hours worked in excess of the regular hours of work as specified in Article 14 shall constitute overtime.

15.02 Supervisory Approval

Overtime rates will be paid only when the work has supervisory approval.

15.03 Definitions

In this Article and Article 18;

(a) "overtime" means authorized work in excess of an employee's regular work day or regular work week.

(b) "time and one-half" means one and one-half (1½) times the straight time rate calculated by the formula:

$$\frac{\text{bi-weekly rate}}{70} \times 1.5$$

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

$$\frac{\text{bi-weekly rate}}{70} \times 2$$

15.04 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime notice of this requirement when this requirement becomes evident to the immediate supervisor.

15.05 Union Consultation

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

15.06 Overtime Compensation

Subject to Article 15.07, an employee is entitled to time and one-half (1½T) compensation for each hour of overtime worked by him.

15.07 Overtime Eligibility

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

15.08 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow his regular shift shall be given not less than four (4) hours' prior notice. If such notice is not given the provisions of 16.04 shall apply.

15.09 Overtime Meal Allowance

An employee who is required to work a minimum of three (3) hours' overtime following his scheduled hours of work and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at or adjacent to his place of work. Under such conditions he shall be reimbursed his expenses for one (1) meal in the amount of (\$4.50) except where free meals are provided.

15.10 Overtime on First Day of Rest

An employee who is required to work overtime on his first scheduled day of rest shall be paid at the overtime rate as provided in Article 15.06.

15.11 Overtime on Second Day of Rest

An employee who is required to work overtime on his 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.

15.12 Overtime on a Holiday

An employee who is required to work overtime on a paid holiday, **as** defined in Article 18.01, shall receive compensation at the rate of double time for all hours worked.

15.13 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ( $\frac{1}{2}$ ) hour and a period of more than thirty minutes but **less** than sixty (60) minutes shall be counted as one (1) hour.

15.14 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties other than the duties of his regular position, he will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime.

15.15 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked at the applicable overtime rate.

15.16 Time Off in Lieu of Overtime

Where time off with pay in lieu of overtime hours **worked** has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation shall be paid.

15.17 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 14.03, in order to equalize any overtime worked.



## ARTICLE 16 - STANDBY AND CALLBACK

### 16.01 Standby Compensation

Employees who are required by the Employer to standby shall receive standby pay of eight dollars (\$8.00) for each standby period of eight (8) hours or less.

### 16.02 Employee Availability

An employee designated for standby duty shall be available during his period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.

### 16.03 Failure to Report

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

### 16.04 Callback Compensation

An employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any employee who is called back.

### 16.05 Transportation Allowance

Employees called back shall be reimbursed for transportation to and from the place of work to a maximum of \$6.00 per call.

## ARTICLE 17 - VACATIONS

### 17.01 Annual Vacation Entitlement

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

- (a) each year during his first forty-eight (48) months of service at the rate of one and one-quarter (1¼) days for each month of service; and
- (b) each year after forty-eight (48) months of service at the rate of one and two-thirds (1-2/3) days for each month of service; and
- (c) each year after two hundred and sixteen (216) months of service at the rate of two and one-twelfth (2-1/12) days.

17.02 Vacation Year

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

17.03 Fractional Entitlement

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ( $\frac{1}{2}$ ) day, the entitlement shall be increased or decreased to the nearest one-half ( $\frac{1}{2}$ ) day.

17.04 Authorization

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

17.05 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Deputy Head or delegated official in writing of his vacation preference as soon as possible for the following vacation year but before March 31st in each year.
- (b) Preference in vacation schedule shall be given to those employees with greater length of service as defined in Article 1.02, provided the provisions of Article 17.05(a) are adhered to.

17.06 Employee Request

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

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

17.07 Vacation Preferences

Where operational requirements necessitate a decision by the Deputy Head to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of service.

17.08 Unbroken Vacation

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

17.09 Vacation Carry Over

Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Head or the Deputy Head, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Deputy Head not later than January 31st of the year in which the vacation is earned, provided however that the Deputy may accept a shorter period of notice of the request.

17.10 Accumulative Vacation Carry Over

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

17.11 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 17.10, shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the Deputy Head recommends that the time be extended and the recommendation is approved by the Employer.

17.12 Borrowing of Unearned Vacation Credits

On the recommendation of the Deputy Head and with the approval of the Employer, an employee who has been employed in the Public Service for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

17.13 Employee Compensation Upon Separation

An employee, upon his separation from the Civil Service, shall be compensated for vacation leave to which he is entitled.

17.14 Employer compensation Upon Separation

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

17.15 Vacation Credits Upon Death

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

17.16 Vacation Records

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

17.17 Recall from Vacation

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

17.18 Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, subject to the provisions of Article 27, that he incurs:

- (a) in proceeding to his place of duty; and
- (b) in returning to the place from which he was recalled if he immediately resumes vacation leave upon completing the assignment for which he was recalled.

17.19 Reinstatement of Vacation upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.17 and Article 17.18, shall either be added to the vacation period, if requested by the employee and approved by the Deputy Head, or reinstated for use at a later date.

17.20 Illness During Vacation

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate (Form 444) from a legally qualified medical practitioner, the employee will be granted sick leave and his vacation credit restored to the extent of the sick leave.

17.21 Reimbursement of Cancelled Vacation Expenses

When the Employer cancels or alters a period of vacation which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in

respect of that period subject to the presentation of such documentation as the Employer may require. The employee must advise the Employer of the maximum potential liability under this Article at the time the vacation change is proposed.

## ARTICLE 18 - HOLIDAYS

### 18.01 Paid Holidays

The holidays designated for employees shall be:

- |                    |                      |
|--------------------|----------------------|
| (a) New Year's Day | (f) Labour Day       |
| (b) Good Friday    | (g) Thanksgiving Day |
| (c) Easter Monday  | (h) Remembrance Day  |
| (d) Victoria Day   | (i) Christmas Day    |
| (e) Canada Day     | (j) Boxing Day       |
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (½) day beginning at 12:00 noon on Christmas Eve Day, where Christmas Day falls on Tuesday, Wednesday, Thursday, Friday, or Saturday.
- (m) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

### 18.02 Exception

Article **18.01** does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

### 18.03 Holiday Falling on a Day of Rest

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

- (a) the working day immediately following his day of rest; or
- (b) the day following the employee's annual vacation or another mutually acceptable day between the Employer and the employee.

**18.04** Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 18.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

**18.05** Compensation for Work on a Holiday

Where an employee is regularly scheduled to work, in accordance with the provisions of Article 14.03, and his regularly scheduled day of work falls on a paid holiday, as defined in Article 18.01, he shall receive compensation equal to two and one-half (2½) times his regular rate as follows:

- (a) compensation at one and one-half (1½) times his regular rate, including the holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Where time off in lieu of the holiday has not been granted in accordance with Article 18.05(b), compensation shall be granted at the employee's regular rate of pay.

**18.06** Time Off in Lieu of Holiday

In no case shall the total time off in lieu of the holiday referred to in 18.05(b) above exceed the equivalent of one (1) complete shift.

ARTICLE 19 - SPECIAL LEAVE

**19.01** Special Leave

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

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those covered under 19.02 to 19.10 inclusive, for such period as it deems circumstances warrant.

**19.02** Bereavement Leave

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law,

mother-in-law, step child or ward of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild 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.
- (c) Every employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an aunt, uncle, or grandparents of the spouse of the employee.
- (d) The above entitlement is subject to the proviso that proper notification is made by the employee to his Deputy Head or delegated official.

**19.03 Court Leave**

Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (1) in or under the authority of a court; or
  - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
  - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

**19.04 Jury Compensation**

An employee given leave of absence with pay to serve on a jury pursuant to Article 19.03 shall have deducted from his salary an amount equal to the amount that the employee receives for such jury duty.

**19.05 Examination Leave**

Where an employee participates in a personnel selection process for a position in the Civil Service or for promotion, he

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 his 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 27. Such leave of absence shall be requested by the employee of his supervisor as soon after the requirement of his presence is known.

19.06 Maternity Leave

(a) An employee shall not later than the fifth (5th) month of pregnancy forward to the Deputy Head, a written request for leave of absence or give notice of intention to resign. The Employer shall not terminate the employment of an employee who has been an employee for one (1) year or longer because of her pregnancy, but the Employer, before or after the commencement of the period referred to in Article 19.06(b), may require the employee to commence leave without pay at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

(b) The Employer shall, at any time from a date eleven (11) weeks before the specified date of delivery to the date of actual delivery, upon request of a pregnant employee made through the Deputy Head and receipt of a certificate by a legally qualified medical practitioner, stating that the employee is pregnant and specifying the date upon which delivery will occur in his opinion, grant to the employee a leave of absence without pay:

(1) of eighteen (18) weeks; or

(2) to a date of seven (7) weeks after the date of actual delivery; or

(3) for any shorter period

at the option of the employee, except that an employee shall not work and the Deputy Head shall not cause or permit the employee to work for at least seven (7) weeks after the date of delivery or for a shorter period that, in the written opinion of a legally qualified medical practitioner, is sufficient.

(c) Where an employee reports for work upon the expiration of the period referred to in Article 19.06(b), she shall resume work in the same position she held prior to the



commencement of the maternity leave, with no loss of seniority or benefits accrued to the commencement of the maternity leave. An employee's anniversary date referred to in Article 38.07 shall be moved forward by the amount of time which the employee was on leave of absence without pay.

- (d) One (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the maternity leave granted under Article 19.06(b).
- (e) For the purposes of Article 19.06(a), an employee shall produce, when so requested by the Deputy Head or delegated official, the certificate referred to in Article 19.06(b).
- (f) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of maternity leave granted in accordance with Article 19.06(b) may be granted in accordance with the provisions of Article 20.

**19.07 Leave for Birth of Child**

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

**19.08 Leave for Family Illness**

In the case of illness of a member of an employee's immediate family, meaning husband, wife, son, daughter, father or mother, who permanently reside with the employee, and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his Deputy Minister or delegated official, leave with pay up to five (5) days per annum, for the purpose of making such arrangements as are necessary to permit the employee's return to work. The Deputy Head may require proof of the need for such leave as he considers necessary.

**19.09 Leave for Emergency**

An employee shall be granted leave of absence with pay up to two (2) days for a critical condition which requires his personal attention resulting from an emergency (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when he is normally off duty.

19.10 Adoption Leave

The Employer shall, upon request of a female employee and receipt of a certificate from the Administrator of Family and Child Welfare stating that the said employee has filed a notice of proposed adoption under the Adoption Act of a child five (5) years of age or younger grant the employee a leave of absence without pay for the week in which the adoptive child comes into full care of the employee and such additional weeks, up to four (4), as the employee requests. The employee shall be entitled to a further extension of her leave of absence without pay where it is necessary to effect the adoption, providing that the total period of leave granted under Article 19.10 does not exceed six (6) months. The provisions of this section apply to female employees only.

19.11 Leave for Public Office

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

19.12 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
  - (1) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (2) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
  - (3) otherwise deemed to be leave without pay.
- (b) Notwithstanding 19.12(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 19.12(a)(1), (2) or (3), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate supervisor that every reasonable effort has been made by the employee to arrive at his/her work station at the scheduled time.
- (c) No discrimination is to be practised in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

19.13 Education Leave

- (a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Section 5, Chapter 6 of Manual 510 Personnel Administration.
- (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Entitlement

Each employee in the bargaining unit may be granted two and one-half (2½) days sick leave with pay for each completed calendar month of service up to a maximum accumulation of three hundred (300) days.

20.02 Maximum Accumulation

When the accumulation has been decreased due to sick leave taken, the employee upon return to service may be granted sick leave credits as provided for in Article 20.01, up to the maximum accumulation of three hundred (300) days.

20.03 Proof of Illness

An employee may be required by the Deputy Head to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Deputy Head has reason to believe an employee is misusing sick leave privileges, the Deputy Head 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.

20.04 Sick Leave Application

Application for sick leave for a period of more than three (3) consecutive days but not more than five (5) consecutive days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive days, it shall be supported by a certificate from a medical practitioner.

20.05 Workers' compensation

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

20.06 Unearned Credits **Upon** Death

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

20.07 Sick **Leave** Records

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

20.08 Deputy Head Approval

An employee may be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that he satisfies the Deputy Head or delegated official of this condition in such manner and at such time as may be determined by the Deputy Head, and provided he has the necessary sick leave credits.

20.09 Alternate Medical Practitioner

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

20.10 Alcoholism and Drug **Abuse**

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

ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE **FILES**

21.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read.

21.02 Record of Disciplinary Action

The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after five (5) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

21.03 Notice of Performance Improvement Requirements

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

21.04 Employee Access to Personnel File

Employees shall have access to their personnel files to the extent that is provided for under the Freedom of Information Act.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

22.01 Just Cause

No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just and sufficient cause.

22.02 Notification

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

22.03 Grievances

Where an employee alleges that he has been suspended or discharged in violation of Article 22.01, he may within ten (10) days of the date on which he was notified in writing or within twenty (20) days of the date of his 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 22.01 he shall lodge his grievance at the final level of the grievance procedure.

22.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 22.01, that employee shall be immediately reinstated in his former position without **loss** of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following the reinstatement.

**ARTICLE 23 - NOTICE OF RESIGNATION**

23.01 Notice of Resignation

If an employee desires to terminate his employment, he shall forward a letter of resignation to the Deputy Head not less than one (1) month prior to the effective date of termination, provided however that the Deputy Head may accept a shorter period of notice.

23.02 Failure to Give Notice

An employee who fails to give at least ten (10) days' notice prior to the date of resignation, shall be struck from the payroll effective the day he absents himself **without** leave, and shall have deducted from monies owed him by the Employer, a sum equivalent to the salary payable to him for the period of notice which he failed to work. The sum deducted shall not exceed the equivalent of ten (10) days' salary.

23.03 Absence Without Permission

- (a) An employee who is absent from his employment **without** permission for ten (10) consecutive days, shall be deemed to have resigned his position effective the first day of his absence.
- (b) The employee may be reinstated if he establishes to the satisfaction of the Employer, that his absence arose from a cause beyond his control and it was not possible for the employee to notify the Department of the reason for his absence.

23.04 Acknowledgement of Letters of Resignation

- (a) Receipt of letters of resignation shall be acknowledged by the Deputy Head or delegated official in writing.

- (b) The Employer shall acknowledge letters of resignation in writing upon receipt of same from the Deputy Head.

## ARTICLE 24 - GRIEVANCE PROCEDURE

### 24.01 Grievances

- (a) An employee(s) who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his immediate supervisor in charge no later than twenty-five (25) days after the date on which he became aware of action or circumstance. The employee(s) may have a steward present if so desired.
- (b) The supervisor shall answer the dispute within two (2) working days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

### 24.02 Union Approval

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

### 24.03 Grievance Procedure

The following grievance procedure shall apply:

#### Step One

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

presented his grievance to the person designated **as** the first level in the grievance procedure, the employee(s) may proceed to Step Two.

#### Step Two

Within five (5) working days from the expiration of the five (5) day period referred to in Step One, the employee(s) may present his grievance in writing either by personal service or by mailing by registered mail to the person designated by the Employer as the second level in the grievance procedure. If the employee(s) does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within ten (10) working days from the date on which his grievance was received at the second level, the employee(s) may proceed to Step Three.

#### Step Three

Within five (5) working days from the expiration of the ten (10) day period referred to in Step Two, the employee(s) may present his grievance in writing to the Deputy Head of the Department concerned. Any proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is presented to the Deputy Head. The Deputy Head shall reply in writing to the employee(s) within fifteen (15) working days from the date the grievance was presented to him.

#### 24.04 Decision by Deputy Head

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

#### 24.05 Adjudication

Where an employee has presented a grievance up to and including the final level of the grievance procedure with respect to:

- (a) the application and interpretation of the provisions of this collective agreement; or
- (b) the consistent application of Civil Service Commission Personnel Management Manual Bulletins, Series 510, Chapter 3, Article 5.01 "Guideline respecting Medical and Dental Appointments". **This** shall not preclude the Employer's right to issue or modify Personnel Management Manuals.



and his grievance has not been dealt with to this satisfaction, the employee(s) may refer his grievance to Adjudication in accordance with the provisions of the Civil Service Collective Bargaining Act.

**24.06 Union Representation**

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

**24.07 Time Limits**

In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

**24.08 Amending of Time Limits**

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

**24.09 Policy Grievance**

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

**24.10 Sexual Harassment**

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

**ARTICLE 25 - ADJUDICATION**

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

## ARTICLE 26 - JOINT CONSULTATION

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

## ARTICLE 27 - TRAVEL REGULATIONS

### 27.01 Mileage Allowance

An employee who is authorized to use a privately owned automobile on the Employer's business shall be paid a mileage allowance in accordance with the rates as laid down by Order in Council from time to time.

### 27.02 Other Expenses

Reasonable expenses incurred by employees on the business of the Employer may be reimbursed by the Employer, subject to the Employer's approval.

## ARTICLE 28 - MOVING EXPENSES

### 28.01 Moving Expense Regulations

The employees covered by this Agreement shall continue to be governed by the provisions of the Moving Expense Regulations as exist at the coming into force of this Agreement unless amended by mutual consent.

### 28.02 Memorandum

The parties agree that the current memorandum concerning moving expenses shall form part of this Agreement.

## ARTICLE 29 - PUBLIC SERVICE AWARDS

### 29.01 Public Service Award

- (a) Effective June 1, 1984, an employee who is retired because of age, or mental or physical incapacity shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years.
- (b) The amount of Public Service Award provided under Article 29.01(a) shall be calculated by the formula:

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

29.02 Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total service as defined in Article 1.02.
- (b) In addition to the months of service upon which an employee's Public Service Award entitlement is calculated pursuant to 29.02(a), the months of prior War Service purchased by an employee in accordance with the amendment to Section 11 of the Public Service Superannuation Act, shall be included as months of service for the purpose of Public Service Award entitlement calculation.

29.03 Death Prior to Retirement

Where an employee dies and he would have been entitled to receive a Public Service Award if he had retired from the Public Service immediately before his death, the Public Service Award to which he would have been entitled shall be paid:

- (a) to his beneficiary under the Master Group Life Insurance Policy of the Prudential Assurance Company Limited No. 4,868,900; or
- (b) to his estate if there is no such beneficiary.

29.04 Trustee

Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor in Council, is not capable of managing his affairs by reason of infirmity, illness or other cause, the Public Service Award shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Award.

29.05 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his employment.

29.06 Advance Award

Notwithstanding the provisions of Articles 29.01 to 29.05, an employee in good standing who has been employed in the Public Service for a period of not less than fifteen (15) years shall, on application to the Employer and on entering into a written agreement pursuant to Article 29.10, be granted once before retirement, the Public Service Award to which he is

entitled, less one (1) month's salary, provided it is established by the Employer that the department's appropriations are sufficient to accommodate the request for the advance award.

29.07 Calculation ~~of~~ Advance Award

The salary which shall be used to calculate the amount of the Public Service Award under Article 29.06, shall be the salary which the employee was receiving on the date on which he made application for the Public Service Award.

29.08 Interest Calculation

Subject to the provisions of Article 29.09, the Public Service Award under Articles 29.01 to 29.05 shall be reduced by the amount of the advance granted to an employee under Article 29.06 with simple interest at such rates as determined from time to time by the Civil Service Commission in consultation with the Minister of Finance calculated from the date of the payment ~~of~~ the advance to the employee to the date of the termination of his employment.

29.09 Advance Repayment

An employee may in any one year and on the anniversary date on which the advance was granted repay to the Minister of Finance, the total amount of the advance granted to him, together with interest at the same rates as determined under Article 29.08 calculated from the date of the payment of the advance to the date of the repayment and thereafter Article 29.08 shall not apply to him.

29.10 Written Agreement

Before a Public Service Award is granted under Article 29.06, the employee shall enter into a written agreement with the Employer, providing that on the termination of his employment if:

- (a) he is not entitled to a Public Service Award under Articles 29.01 to 29.05, the amount of the advance on the Public Service Award granted to him under Article 29.06, together with interest, as calculated under Article 29.08, shall be a debt owing by him to the Province; or
- (b) the amount of the advance on the Public Service Award granted to him under Article 29.06, together with interest as calculated under Article 29.08, exceeds the amount of the Public Service Award to which he is entitled under Articles 29.01 to 29.05, the excess shall be a debt owing by him to the Province;

and may be withheld from any sum of money that may be payable by the Province to him, ~~or~~ to any other person by reason of his services.

## ARTICLE 30 - THE PENSIONS

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

## ARTICLE 31 - GROUP INSURANCE

The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended by mutual consent.

## ARTICLE 32 - SAFETY AND HEALTH

### 32.01 Safety and Health Provisions

The Employer shall continue to make and enforce provisions for the occupational safety and health of employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view of 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.

### 32.02 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 all major offices and institutions.

### 32.03 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.

### 32.04 Video Display Terminals

- (a) An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Department shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.
- (b) A pregnant VDT operator 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 she is pregnant. Upon receipt of the request, the Department, where possible, will assign the VDT operator to an alternate position and/or classification or to alternate duties within the Department.

### **ARTICLE 33 - RE-OPENER CLAUSE**

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

### **ARTICLE 34 - TECHNOLOGICAL CHANGE**

#### **34.01 Joint Committee**

- (a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a joint committee of equal representation of the Union and the Civil Service Commission, as represented by the Staff Relations Division, for the purpose of maintaining continuing cooperation and consultation on technological change and circumstances identified in Article 35.01. The committee shall appoint additional representatives as required.
- (b) The joint committee shall meet as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 35.01.
- (c) The joint committee shall be responsible for:
  - (1) defining problems;
  - (2) developing viable solutions to such problems;
  - (3) recommending the proposed solution to the Employer.
- (d) The Employer will provide the joint committee with as much notice as reasonably possible of expected redundancies, relocations, reorganizational plans and technological change.
- (e) It is understood that the joint committee provided for herein shall be a single committee to cover all Civil Service bargaining units represented by the Union.

#### **34.02 Definition**

**For** the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

34.03 Introduction

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

34.04 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

34.05 Retraining

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

**ARTICLE 35 - LAYOFF AND RECALL**

35.01 Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position is relocated, he/she shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 35.09 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 35.09 shall apply.

35.02 Application

For the purposes of this Article "employee" means a permanent employee or a term employee with five (5) or more years of service.

35.03 Union Consultation

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

35.04 Layoff Procedure

In cases where ability, experience, qualifications, special skills, and physical fitness, where applicable, as determined by

the Employer, are equal according to objective tests or standards reflecting the functions of the job concerned, employees shall be laid off in reverse order of seniority.

35.05 Seniority Defined

For the purposes of this Article, seniority shall be defined as the length of continuous service dating from the last date of appointment to the Civil Service.

35.06 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged **for** just cause and **not** reinstated;
- (b) the employee resigns;
- (c) the employee is struck from the recall list in accordance with Article 35.11(d);
- (d) the employee is laid off for more than twelve (12) consecutive months without recall;

35.07 Notice of Layoff

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) Where the Employer lays off ten (10) or more persons in a Department, Board, Commission or Agency, within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
  - (1) eight (8) weeks' if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
  - (2) twelve (12) weeks' if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
  - (3) sixteen (16) weeks' if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this section shall include the effective date of layoff and the reasons therefor.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:



- (1) to exercise placement/displacement rights in accordance with the procedures set out in Article 35.09.
- (2) to accept layoff and be entitled to recall in accordance with Article 35.11;
- (3) to resign with severance pay in accordance with Article 35.13;

An employee who intends to exercise placement/displacement rights pursuant to (d)(1) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the employee does not indicate such intent within this period, he/she will be deemed to have opted to accept layoff in accordance with (d)(2) above.

35.08 Pay in Lieu of Notice

Where the notice required by 35.07 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

35.09 Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, who has not been placed in accordance with Article 35.01(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
  - (1) a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location and the same Department, Board, Commission or Agency;
  - (2) if a vacancy is not available under (1) above, then a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location, in any other Department, Board, Commission or Agency;
  - (3) if a vacancy is not available under (2) above, then any position for which the employee is qualified within the employee's same geographic location and same Department, Board, Commission or Agency;

- (4) if a vacancy is not available under (3) above, or the employee has declined a vacancy in accordance with the provisions of 35.09(b), then any position for which the employee is qualified within the employee's same geographic location in any other Department, Board, Commission or Agency.

At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of his/her choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority. Vacancies pursuant to (3) and (4) above shall include all vacancies in the other Civil Service bargaining units represented by the Union.

- (b) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy at any step in the placement/displacement procedures under Article 35.09 shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
- (c) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 35.09(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same geographic location and the same Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 35.04 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (d) An employee who has elected to exercise displacement rights in accordance with (c) above and has been unable to do so, shall be entitled to exercise placement rights to vacant position(s) in respect to other locations in his/her Region, as outlined in Appendix 4. Such placement rights shall be exercised in respect to any location on a Region-wide basis, in accordance with the provisions and sequence set out in 35.09(a) and 35.09(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (e) If a vacancy is not available under (d) above or has been declined in accordance with 35.09(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same

Region and the same Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 35.04 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.

- (f) An employee who has elected to exercise displacement rights in accordance with (e) above and has been unable to do so, shall be entitled to exercise placement rights to vacant positions in respect to locations in other Regions. Such placement rights shall be exercised in respect to any location on a province-wide basis, in accordance with the provisions and sequence set out in 35.09(a) and 35.09(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (g) If a vacancy is not available under (f) above or has been declined in accordance with 35.09(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, and the same Department, Board, Commission or Agency, in any Region. Such displacement is subject to consideration of Article 35.04 and the employee to be displaced shall be one who has the least seniority, among those whom the employee in receipt of layoff notice is entitled to displace.
- (h) An employee who chooses to exercise rights in accordance with 35.09 may elect at any step, beginning with Article 35.09(a)(1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 35.13.
- (i) A permanent employee who is placed in a term position shall retain his/her status as a permanent employee.
- (j) An employee who is displaced pursuant to Article 35.09 shall be entitled to the full rights contained in Article 35 and shall be considered to be in receipt of a layoff notice from the Employer. A displaced employee shall not be considered to be laid off for purposes of the period of notice required under 35.07, but shall be entitled only to the full number of days' notice remaining thereunder from the time the employee initially in receipt of notice exercised his/her displacement rights under this Article.
- (k) An employee will have a maximum of two (2) full days to exercise his/her rights at any of the foregoing steps of the placement/displacement procedures provided for herein.

- (I) **For** the purposes of exercising displacement rights under the provisions of Article 35, the Department of Health, the Victoria General Hospital, the Nova Scotia Hospital and the N.S. Commission on Drug Dependency shall be deemed to be the same department.

35.10 Transfer Expenses

An employee transferred pursuant to the provisions of Article 35 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 28.

35.11 Recall Procedure

- (a) Employees who are laid off shall be placed on a recall list.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, employees placed on the recall list shall be recalled by order of seniority to any position in any Department, Board, Commission or Agency for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the Civil Service bargaining units represented by the Union.
- (c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- (d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds he/she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title, or position classification title series, and the same geographic location at the time of layoff, in which event he/she will be struck from the recall list. However, an employee's refusal to accept recall to his/her same position classification title, or position classification title series, within the same geographic location at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which he/she is employed elsewhere.
- (e) Employees on the recall list shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills

and abilities, as determined by the Employer, reflecting the functions of the job concerned. The acceptance of such casual work shall not in any way alter or affect the employee's employment status, and, during such periods of casual work, the employee shall remain on the recall list.

**35.12 Termination of Recall Rights**

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

**35.13 Severance Pay**

(a) At the end of the twelve (12) month period referred to in 35.12 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay as follows:

- (1) one-half (½) month's pay, if he/she has been employed for three (3) years but less than ten (10) years;
- (2) one (1) month's pay, if he/she has been employed for ten (10) years but less than fifteen (15) years;
- (3) two (2) months' pay, if he/she has been employed for fifteen (15) years but less than twenty (20) years;
- (4) three (3) months' pay, if he/she has been employed for twenty (20) years but less than twenty-five (25) years;
- (5) four (4) months' pay, if he/she has been employed for twenty-five (25) years but less than thirty (30) years;
- (6) five (5) months' pay, if he/she has been employed for thirty (30) or more years.

(b) The amount of severance pay provided herein shall be calculated by the formula:

$$\text{bi-weekly rate} \times \frac{26}{12} = \text{one month}$$

(c) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.

**35.14 No New Employees**

No new employee shall be hired unless all employees on the recall list who are able to perform the work required have had

an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

**35.15** Geographic Location

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

**ARTICLE 36 - JOB POSTING**

**36.01** Job Posting

When a new position or vacancy is created within the bargaining unit, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where employees in the bargaining unit work.

**36.02** Filling Vacancies

Where it is the opinion of the Employer that:

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

(b) those applicants are equal merit,

preference in filling that vacancy shall be given to the applicant with the greatest length of service.

**36.03** Grievance/Adjudication

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

**ARTICLE 37 - TRANSPORTATION**

An employee who is required to travel to or from work between the hours of 12 midnight and 6:00 a.m. shall be entitled to be reimbursed

for actual transportation expenses incurred to a maximum of five dollars (\$5.00) per shift.

## ARTICLE 38 - PAY PROVISIONS

### 38.01 Rates of Pay

The rates of pay contained in Appendix 1, effective December 25, 1983, form part of this Agreement.

### 38.02 Rate of Pay Upon Appointment

Subject to Article 38.03, the rate of compensation of the person upon appointment to a position in the Civil Service shall be the minimum rate prescribed for the class to which he is appointed.

### 38.03 Exception

The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

### 38.04 Rate of Pay Upon Promotion

Subject to Article 38.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate of the minimum of the new class, whichever is greater, than that received by the employee before the promotion.

### 38.05 Exception

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 38.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

### 38.06 Rate of Pay Upon Demotion

The rate of compensation of an employee upon demotion to a position in a lower pay range shall be at the next lowest rate or the maximum of the new class, whichever is lesser, than that received by the employee before the demotion.

### 38.07 Anniversary Date

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee

reported for duty during the first five working days of the month in which he was employed, or the first day of the following month if the employee reported for duty later than the fifth working day of the month. The anniversary date will only change to the first day of another month if:

- (a) the employee is reclassified, at which time the date of the reclassification becomes his new anniversary date;
- (b) the employee has been on leave of absence without pay, in which case the employee's anniversary date will be moved forward by the amount of time which the employee was on leave without pay.

**38.08** Rate of Pay Upon Reclassification

Where an employee is recommended for a reclassification which falls on his anniversary date the employee's salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and an increment is available in his present pay range, and on the same date his salary shall be adjusted upward to comply with the provisions of Articles **38.04** and **38.05**.

**38.09** Salary Increments

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served ~~for~~ a period of twelve (12) months following the first day of the month established in Article **38.07** or twelve (12) months following the date of a change in his rate of compensation as established in Articles **38.04**, **38.05**, or **38.06**.

**38.10** Notice of Withheld Increment

When an increase provided for in Article **38.09** is withheld, the reason for withholding shall be given to the employee in writing by the Deputy Head or delegated official.

**38.11** Granting of Withheld Increment

When an increase provided for in Article **38.09** is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

**38.12** Acting Pay

- (a) Where an employee is designated to perform for a temporary period of five (5) consecutive days the principal duties of a higher position, he shall receive payment of acting pay, including the five (5) days, equivalent to two (2) increment steps higher than his



existing rate of pay, provided that in no case shall the rate for that period exceed the rate of the employee in the higher position who is replaced.

- (b) Acting pay shall not be paid an employee where an employee's current position normally requires periodic substitution in the higher position as defined by the position specification, title, and salary range.
- (c) Acting pay provisions shall not apply in series classifications of positions.
- (d) Acting pay provisions do not preclude the right of the Deputy Head to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

**38.13 Implementation of Negotiated Increases**

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

**ARTICLE 39 - COMPENSATION FOR INJURY ON DUTY**

**39.01 Reporting of Injuries**

An employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of his duties to his immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

**39.02 Injury Pay Provisions**

Where an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his duties, the Employer shall grant to the employee injury on duty leave with pay for such a period as the Workers' Compensation Board may specify.

**39.03 Workers' Compensation Benefits**

An employee receiving compensation benefits under the Workers' compensation Act for injury on the job shall receive the difference between his regular pay and the benefits that are paid by the Workers' Compensation Board during his period of temporary total disability.

**39.04 Recurring Disability**

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job

while in the employ of the Province will receive benefits in accordance with the provisions of the Workers' Compensation Act.

39.05 Alternate Medical Practitioner

For the purposes of Article 39, the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

ARTICLE 40 - **SHIFT PREMIUM**

An employee shall receive a shift premium of \$2.85 per shift, for all complete shifts worked, including overtime shifts worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

ARTICLE 41 - **TERM OF AGREEMENT**

41.01 Duration and Renewal

~~This Agreement shall be in effect for a term beginning from December 25, 1983 to March 29, 1986 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.~~

41.02 Effective Date of Agreement

- (a) Unless otherwise stipulated in this Agreement revisions to the Articles of the Agreement shall be effective from the date of signing of this Agreement.
- (b) Any employee who left employment in this bargaining unit since December 24, 1983 shall be given written notice, by registered mail, sent by the Employer to such employee's last known address supplied to the Employer, that he/she has thirty (30) days in which to claim any retroactive payment owing as a result of any increase in salary rates made on or after December 25, 1983.

Signed on behalf of the Union:

Greg Blanchard  
President

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

Ronald R. Russell  
Chairman of Management Board

Byron D. Anthony, Deputy Minister  
Civil Service Commission

George L. Hall, Executive Director  
Civil Service Commission

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of December, 1984.

**HEALTH SERVICES CLASSIFICATION AND PAY PLAN  
BI-WEEKLY AND APPROXIMATE ANNUAL RATES  
DECEMBER 25, 1983 - MARCH 29, 1986**

	I	II	III	IV
<b><u>HSB 1</u></b>				
Dec 25/83	572.80	587.28	595.85	607.46
	14,892.80	15,269.28	15,492.10	15,793.96
Dec 23/84	595.71	610.77	619.68	631.76
	15,488.46	15,880.02	16,111.68	16,425.76
Dec 22/85	610.60	626.04	635.17	647.55
	15,875.60	16,277.04	16,514.42	16,836.30
<b><u>HSB 2</u></b>				
Dec 25/83	587.28	595.85	607.46	619.04
	15,269.28	15,492.10	15,793.96	16,095.04
Dec 23/84	610.77	619.68	631.76	643.80
	15,880.02	16,111.68	16,425.76	16,738.80
Dec 22/85	626.04	635.17	647.55	659.90
	16,277.04	16,514.42	16,836.30	17,157.40
<b><u>HSB 3</u></b>				
Dec 25/83	595.85	607.46	619.04	630.62
	15,492.10	15,793.96	16,095.04	16,396.12
Dec 23/84	619.68	631.76	643.80	655.84
	16,111.68	16,425.76	16,738.80	17,051.84
Dec 22/85	635.17	647.55	659.90	672.24
	16,514.42	16,836.30	17,157.40	17,478.24
<b><u>HSB 4</u></b>				
Dec 25/83	607.46	619.04	630.62	647.93
	15,793.96	16,095.04	16,396.12	16,846.18
Dec 23/84	631.76	643.80	655.84	673.85
	16,425.76	16,738.80	17,051.84	17,520.10
Dec 22/85	647.55	659.90	672.24	690.70
	16,836.30	17,157.40	17,478.24	17,958.20

	I	II	III	IV
<b><u>HSB 5</u></b>				
Dec 25/83	619.04 16,095.04	630.62 16,396.12	647.93 16,846.18	665.29 17,297.54
Dec 23/84	643.80 16,738.80	655.84 17,051.84	673.85 17,520.10	691.90 17,989.40
Dec 22/85	659.90 17,157.40	672.24 17,478.24	690.70 17,958.20	709.20 18,439.20
<b><u>HSB 6</u></b>				
Dec 25/83	630.62 16,396.12	647.93 16,846.18	665.29 17,297.54	682.62 17,748.12
Dec 23/84	655.84 17,051.84	673.85 17,520.10	691.90 17,989.40	709.92 18,457.92
Dec 22/85	672.24 17,478.24	690.70 17,958.20	709.20 18,439.20	727.67 18,919.42
<b><u>HSB 7</u></b>				
Dec 25/83	647.93 16,846.18	665.29 17,297.54	682.62 17,748.12	699.85 18,196.10
Dec 23/84	673.85 17,520.10	691.90 17,989.40	709.92 18,457.92	727.84 18,923.84
Dec 22/85	690.70 17,958.20	709.20 18,439.20	727.67 18,919.42	746.04 19,397.04
<b><u>HSB 8</u></b>				
Dec 25/83	665.29 17,297.54	682.62 17,748.12	699.85 18,196.10	717.38 18,651.88
Dec 23/84	691.90 17,989.40	709.92 18,457.92	727.84 18,923.84	746.08 19,398.08
Dec 22/85	709.20 18,439.20	727.67 18,919.42	746.04 19,397.04	764.73 19,882.98
<b><u>HSB 9</u></b>				
Dec 25/83	682.62 17,748.12	699.85 18,196.10	717.38 18,651.88	734.70 19,102.20
Dec 23/84	709.92 18,457.92	727.84 18,923.84	746.08 19,398.08	764.09 19,866.34
Dec 22/85	727.67 18,919.42	746.04 19,397.04	764.73 19,882.98	783.19 20,362.94

	I	II	III	IV
<b><u>HSB 10</u></b>				
Dec 25/83	699.85 18,196.10	717.38 18,651.88	734.70 19,102.20	752.05 19,553.30
Dec 23/84	727.84 18,923.84	746.08 19,398.08	764.09 19,866.34	782.13 20,335.38
Dec 22/85	746.04 19,397.04	764.73 19,882.98	783.19 20,362.94	801.68 20,843.68
<b><u>HSB 11</u></b>				
Dec 25/83	717.38 18,651.88	734.70 19,102.20	752.05 19,553.30	769.38 20,003.88
Dec 23/84	746.08 19,398.08	764.09 19,866.34	782.13 20,335.38	800.16 20,804.16
Dec 22/85	764.73 19,882.98	783.19 20,362.94	801.68 20,843.68	820.16 21,324.16
<b><u>HSB 12</u></b>				
Dec 25/83	752.05 19,553.30	769.38 20,003.88	786.69 20,453.94	804.14 20,907.64
Dec 23/84	782.13 20,335.38	800.16 20,804.16	818.16 21,272.16	836.31 21,744.06
Dec 22/85	801.68 20,843.68	820.16 21,324.16	838.61 21,803.86	857.22 22,287.72
<b><u>HSB 13</u></b>				
Dec 25/83	769.38 20,003.88	786.69 20,453.94	804.14 20,907.64	827.20 21,507.20
Dec 23/84	800.16 20,804.16	818.16 21,272.16	836.31 21,744.06	860.29 22,367.54
Dec 22/85	820.16 21,324.16	838.61 21,803.86	857.22 22,287.72	881.80 22,926.80
<b><u>HSB 14</u></b>				
Dec 25/83	786.69 20,453.94	804.14 20,907.64	827.20 21,507.20	850.35 22,109.10
Dec 23/84	818.16 21,272.16	836.31 21,744.06	860.29 22,367.54	884.36 22,993.36
Dec 22/85	838.61 21,803.86	857.22 22,287.72	881.80 22,926.80	906.47 23,568.22

	I	II	III	IV
<b><u>HSB 15</u></b>				
Dec 25/83	804.14 20,907.64	827.20 21,507.20	850.35 22,109.10	879.29 22,861.54
Dec 23/84	836.31 21,744.06	860.29 22,367.54	884.36 22,993.36	914.46 23,775.96
Dec 22/85	857.22 22,287.72	881.80 22,926.80	906.47 23,568.22	937.32 24,370.32
<b><u>HSB 16</u></b>				
Dec 25/83	827.20 21,507.20	850.35 22,109.10	879.29 22,861.54	908.20 23,613.20
Dec 23/84	860.29 22,367.54	884.36 22,993.36	914.46 23,775.96	944.53 24,557.78
Dec 22/85	881.80 22,926.80	906.47 23,568.22	937.32 24,370.32	968.14 25,171.64
<b><u>HSB 17</u></b>				
Dec 25/83	850.35 22,109.10	879.29 22,861.54	908.20 23,613.20	937.14 24,365.64
Dec 23/84	884.36 22,993.36	914.46 23,775.96	944.53 24,557.78	974.63 25,340.38
Dec 22/85	906.47 23,568.22	937.32 24,370.32	968.14 25,171.64	999.00 25,974.00
<b><u>HSB 18</u></b>				
Dec 25/83	879.29 22,861.54	908.20 23,613.20	937.14 24,365.64	966.58 25,131.08
Dec 23/84	914.46 23,775.96	944.53 24,557.78	974.63 25,340.38	1,005.24 26,136.24
Dec 22/85	937.32 24,370.32	968.14 25,171.64	999.00 25,974.00	1,030.37 26,789.62
<b><u>HSB 19</u></b>				
Dec 25/83	908.20 23,613.20	937.14 24,365.64	966.58 25,131.08	994.98 25,869.48
Dec 23/84	944.53 24,557.78	974.63 25,340.38	1,005.24 26,136.24	1,034.78 26,904.28
Dec 22/85	968.14 25,171.64	999.00 25,974.00	1,030.37 26,789.62	1,060.65 27,576.90

	I	II	III	IV
<b><u>HSB 20</u></b>				
Dec 25/83	937.14 24,365.64	966.58 25,131.08	994.98 25,869.48	1,030.25 26,786.50
Dec 23/84	974.63 25,340.38	1,005.24 26,136.24	1,034.78 26,904.28	1,071.46 27,857.96
Dec 22/85	999.00 25,974.00	1,030.37 26,789.62	1,060.65 27,576.90	1,098.25 28,554.50
<b><u>HSB 21</u></b>				
Dec 25/83	966.58 25,131.08	994.98 25,869.48	1,030.25 26,786.50	1,066.39 27,726.14
Dec 23/84	1,005.24 26,136.24	1,034.78 26,904.28	1,071.46 27,857.96	1,109.05 28,835.30
Dec 22/85	1,030.37 26,789.62	1,060.65 27,576.90	1,098.25 28,554.50	1,136.78 29,556.28
<b><u>HSB 22</u></b>				
Dec 25/83	994.98 25,869.48	1,030.25 26,786.50	1,066.39 27,726.14	1,102.54 28,666.04
Dec 23/84	1,034.78 26,904.28	1,071.46 27,857.96	1,109.05 28,835.30	1,146.64 29,812.64
Dec 22/85	1,060.65 27,576.90	1,098.25 28,554.50	1,136.78 29,556.28	1,175.31 30,558.06
<b><u>HSB 23</u></b>				
Dec 25/83	1,030.25 26,786.50	1,066.39 27,726.14	1,102.54 28,666.04	1,138.49 29,600.74
Dec 23/84	1,071.46 27,857.96	1,109.05 28,835.30	1,146.64 29,812.64	1,184.03 30,784.78
Dec 22/85	1,098.25 28,554.50	1,136.78 29,556.28	1,175.31 30,558.06	1,213.63 31,554.38
<b><u>HSB 24</u></b>				
Dec 25/83	1,066.39 27,726.14	1,102.54 28,666.04	1,138.49 29,600.74	1,174.62 30,540.12
Dec 23/84	1,109.05 28,835.30	1,146.64 29,812.64	1,184.03 30,784.78	1,221.60 31,761.60
Dec 22/85	1,136.78 29,556.28	1,175.31 30,558.06	1,213.63 31,554.38	1,252.14 32,555.64



	I	II	III	IV
<b><u>HSB 25</u></b>				
Dec 25/83	1,102.54 28,666.04	1,138.49 29,600.74	1,174.62 30,540.12	1,216.75 31,635.50
Dec 23/84	1,146.64 29,812.64	1,184.03 30,784.78	1,221.60 31,761.60	1,265.42 32,900.92
Dec 22/85	1,175.31 30,558.06	1,213.63 31,554.38	1,252.14 32,555.64	1,297.06 33,723.56

APPENDIX 2  
EXCLUSIONS TO COLLECTIVE AGREEMENT

Assistant Chief Medical Records Librarian (VGH)  
Assistant Chief Respiratory Technologist (VGH)  
Chief Anaesthetic Technician (VGH)  
Chief Bio-Medical Workshop Technician (VGH)  
Chief Medical Photographer  
Chief Medical Records Librarian (NSH-VGH)  
Chief Nuclear Medicine Technician  
Chief Occupational Therapist (VGH)  
Chief Pulmonary Technician (VGH)  
Chief Respiratory Technologist (VGH)  
Chief Technician Equipment Material  
Chief X-Ray Technician (Diagnostic) (VGH)  
Chief X-ray Technician (Therapeutic ) (VGH)  
Coordinator Diagnostic Unit  
E.K.G. Technician in Charge (VGH)  
E.E.G. Technician in Charge (VGH)  
Laboratory Consultant (Technical) (HS&IC)  
Laboratory Technologist III, IV, V  
Manager Radiology Department  
Medical Records Supervisor (HS&IC)  
Supervisor Occupational Health (VGH)  
Supervisor Occupational Therapy (NSH)  
Supervisor, Physiotherapy (VGH)  
Supervisor Respiratory Support Services (VGH)  
X-Ray Supervisor I  
X-Ray Supervisor II  
X-Ray Supervisor III

APPENDIX 3  
DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES

Department of Agriculture and Marketing  
Department of Attorney General  
Department of Consumer Affairs  
Department of Culture, Recreation & Fitness  
Department of Development  
Department of Education  
Department of Environment  
Department of Finance  
Department of Fisheries  
Department of Labour & Manpower  
Department of Lands & Forests  
Department of Mines & Energy  
Department of Municipal Affairs  
Department of Government Services  
Department of Health  
Department of Transportation  
Department of Social Services  
Department of Tourism  
Department of Housing  
Auditor General  
Civil Service Commission  
Office of Communications Policy  
Executive Council Office  
Government House  
Human Rights Commission  
Legislative Counsel, House of Assembly  
Nova Scotia Commission on Drug Dependency  
Nova Scotia Government Purchasing Agency  
Nova Scotia Hospital  
Office of the Ombudsman  
Policy Board  
Premier's Office  
Protocol Office  
Management Board  
Victoria General Hospital  
Workers' Compensation Appeal Board  
Municipal Finance Corporation  
Intergovernmental Affairs Office

APPENDIX 4  
**REGIONS PURSUANT TO ARTICLE 35**

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

**MEMORANDUM OF AGREEMENT #1**  
**USE OF AUTOMOBILE ON EMPLOYER BUSINESS**

1. The Civil Service Commission has the sole right to determine which employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.
2. Prior to the beginning of each fiscal year the Commission shall determine, in consultation with Deputy Heads, which employees or classes of employees shall be eligible to opt for either one of the two existing methods of payment.
3. Employees in such classes shall have the option of choosing on the first of each fiscal year (April 1) which method of payment they prefer, i.e. straight mileage or monthly allowance plus mileage.
4. An employee who moves into a class of employment during the fiscal year, which requires provision of an automobile by the employee, shall have thirty (30) days to opt for his/her preferred method of mileage remuneration.
5. An employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight mileage rates on the effective date of the job change if he/she has been in receipt of monthly allowance provisions.
6. The Commission shall take such matters as follows into consideration when determining eligibility for monthly allowance:
  - (a) nature of function performed;
  - (b) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
  - (c) does the employee have control over the demand for transportation, for example, in areas of personal service protection, etc.;
  - (d) the normal amounts of mileage travelled by an incumbent in this position in the previous fiscal year;
  - (e) the incidence of usage.

7. If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus mileage there will be no reduction in monthly allowance if the employee:
- (a) is on vacation;
  - (b) has been granted special leave with pay for a period of (30) days or less;
  - (c) has been granted sick leave for a period of thirty (30) days or less;
  - (d) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.
8. An employee designated as being required to provide an automobile for his/her employment function must have the vehicle available for use at all times.

Signed on behalf of the Union:

Greg Blanchard  
President

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

Ronald R. Russell  
Chairman of Management Board

Byron D. Anthony, Deputy Minister  
Civil Service Commission

George L. Hall, Executive Director  
Civil Service Commission

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of December, 1984.

**MEMORANDUM OF AGREEMENT #2**  
**CONVERSION OF CASUAL EMPLOYEES**

Pursuant to Article 10.12 which took force and effect on February 25, 1983, the parties agree that the following provisions shall continue to apply:

1. For those persons who obtained two (2) or more years' full-time continuous service as of February 25, 1983, their date of appointment to the Civil Service as permanent employees shall be April 1, 1983 and their respective seniority amongst that group of persons so appointed shall be ranked in accordance with their respective lengths of service pursuant to Article 1.02 of the Agreement.
2. Any dispute between the parties regarding the inclusion of such individual persons in the bargaining unit or whether a position is included in the bargaining unit shall be determined in accordance with the provisions of Section 12 of the Civil Service Collective Bargaining Act.

Signed on behalf of the Union:

Greg Blanchard  
President

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

Ronald R. Russell  
Chairman of Management Board

Byron D. Anthony, Deputy Minister  
Civil Service Commission

George L. Hall, Executive Director  
Civil Service Commission

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of December, 1984.

MEMORANDUM OF AGREEMENT #3  
EXTENSION OF PERMANENT EMPLOYEES' RECALL RIGHTS

Pursuant to the provisions of the Memorandum of Agreement signed between the parties on March 28, 1983, the parties hereby agree as follows:

1. Notwithstanding the provisions of Article 35, the recall rights of a permanent employee whose name is placed on the recall list as a result of notice of layoff given on or before February 25, 1985 shall not lapse unless the layoff lasts for more than twelve (12) consecutive months without recall or until February 26, 1986, whichever date is the later, unless the employee otherwise waives recall rights in accordance with Article 35.13.
2. It is expressly understood that a permanent employee who remains on the recall list during the aforementioned period shall not lose seniority and his/her recall rights shall not lapse during such period, unless the employee otherwise waives recall rights in accordance with Article 35.13.
3. For the purposes of determining the length of the layoff of a permanent employee in accordance with Article 35 of the Agreement, the layoff shall be deemed to commence no earlier than February 25, 1985.

Signed on behalf of the Union:

Greg Blanchard  
President

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

Ronald R. Russell  
Chairman of Management Board

Byron D. Anthony, Deputy Minister  
Civil Service Commission

George L. Hall, Executive Director  
Civil Service Commission

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of **December**, 1984.



MEMORANDUM OF AGREEMENT #4  
CLASSIFICATION APPEAL PROCEDURE

Pursuant to the provisions of the Memorandum of Agreement signed between the parties on March 28, 1983, the parties hereby agree as follows:

1. The Employer agrees that a review of the Civil Service classification system in effect for bargaining unit employees, including a review and updating of position descriptions, where necessary, shall be undertaken.
2. Upon completion of the review of position descriptions, the Employer will implement the revised classification system and an appeal process which, without detracting from the generality of the foregoing, will provide for an employee's right of appeal of the classification of the position he/she occupies, including the right of representation by the Union, and the provision for final and binding resolution of any dispute regarding the employee's position classification to be determined by an independent tribunal to be established in accordance with Section 40(1)(b) of the Civil Service Act in consultation with the Union.
3. It is agreed that the revised classification system and appeal procedure provided for herein shall be implemented no later than February 25, 1985, unless this time limit is extended by mutual agreement between the parties.

Signed on behalf of the Union:

Greg Blanchard  
President

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

Ronald R. Russell  
Chairman of Management Board

Byron D. Anthony, Deputy Minister  
Civil Service Commission

George L. Hall, Executive Director  
Civil Service Commission

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of December, 1984.

MEMORANDUM OF AGREEMENT #5  
CONFIDENTIALITY OF HEALTH INFORMATION

The signatories to this Memorandum hereby agree that the Employer will store employee health information separately and that access thereto shall be given only to those persons directly involved in administering that information.

It is further agreed that the foregoing provisions shall be implemented during the term of the Collective Agreement.

Signed on behalf of the Union:      Signed on behalf of the Employer:

Greg Blanchard  
President

Ronald R. Russell  
Chairman of Management Board

James Halliday, Chairperson  
HSB Bargaining Unit  
Negotiating Council

Byron D. Anthony, Deputy Minister  
Civil Service Commission

Robert Young, Vice-Chairperson  
HSB Bargaining Unit  
Negotiating Council

George L. Hall, Executive Director  
Civil Service Commission

Laraine Singler  
Administrator/Negotiator

George L. Fox  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 19th day of December, 1984.

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