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No. OF EMPLOYEES	
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AGREEMENT

between

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF NOVA SCOTIA

represented by the

CIVIL SERVICE COMMISSION

and the

NOVA SCOTIA GOVERNMENT EMPLOYEES UNION

Group: Maintenance & Operational Services Classification and Pay Plan

AGREEMENT made this 15th day of DECEMBER 1989.

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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 relating to pay, hours of work and other related 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 Maintenance and Operational Services Classification and Pay Plan, except those employed in a managerial or confidential capacity.
- (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 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 &ne 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 4, has been a combination of full-time and unbroken non-civil service and civil service employment.

- (b) (1) Notwithstanding Article 1.02(a), except as Otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who does not receive salary for ten (10) days or less during that calendar month.
- (2) Notwithstanding Article 1.02(a), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary (or in excess of ten (10) 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 Awards.
- (4) The application of the revisions to Article 1.02(b) is limited to service earned on and after January 1, 1990.

1.03 Civil Service Terms

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

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 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, powers and authority which the Employer has not specifically abridged, delegated 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 a 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

(a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to his/her position. 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.

(b) All position descriptions shall be signed by the Civil Service Commission and copies shall be forwarded to the Union,

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.

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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 two (2) 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

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

(b) If the term appointment exceeds two (2) years, or the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, the incumbent term employee so affected shall have his/her status changed to that of permanent employee upon the completion of the two (2) years' service. For the purpose of this Article "service" is calculated from the date of last appointment to the Civil Service.

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 willful 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 BY 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 organizational 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 4 of the Agreement) in a position title and classification included in the bargaining unit, shall, upon obtaining one (1) year's 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

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(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 the Stewards, Officers, 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.C.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.

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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 unreasonably withheld.
- (b) The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

3.04 Number of 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

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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. 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 27;
- (b) meeting with management in joint Consultation as prescribed by Article 28.

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 the 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 purpose 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

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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

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

- (b) The normal work week for employees identified in Appendix 3 shall be forty (40) hours per week.
- (c) The normal work week for employees classified as Farm Workers shall be thirty-seven and one-half (37½) hours per week.
- (d) Employees who are covered by 14.01(b) shall be entitled to five (5) additional days' leave with pay each year. Employees who are covered by 14.01(c) shall be entitled to three (3) additional days' leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 17.06.

14.02 Variance In Hours

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

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 No Guarantee of Hours

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

14.06 Work Schedules

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

14.07 Flexible Working Hours

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

14.08 Continuous Operations

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

14.09 Rotation of Shifts

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

14.10 No Split Shifts

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

•14.11 Flexible Working Hours

The employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the Employer is satisfied that an adequate number of employees in a unit have requested and wish to participate in such a schedule.

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14.12 **Modified Work Week**

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Where employees in a unit have indicated a desire to work a modified work week, the Deputy Head or delegated official may authorize experiments with a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

14.13 **Return to Regular Times of Work**

In the event that a modified work week or flexible working hours system provided for in Articles 14.11 and 14.12:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons;

the employing department may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

ARTICLE 15 - OVERTIME

15.01 **Definitions**

(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,

Employees covered by 14.01(a): $\frac{\text{bi-weekly rate}}{70} \times 1.5$

Employees covered by 14.01(b): $\frac{\text{bi-weekly rate}}{80} \times 1.5$

Employees covered by 14.01(c): $\text{bi-weekly rate} \times 1.5$

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

Employees covered by 14.01(a): $\text{bi-weekly rate} \times 2$

Employees covered by 14.01(b): $\frac{\text{bi-weekly rate}}{80} \times 2$

Employees covered by 14.01(c): $\text{bi-weekly rate} \times 2$

15.02 **Allocation and Notice of Overtime**

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

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

15.03 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.

15.04 Overtime Compensation

Subject to Article 15.07, an employee is entitled to time and one-half (1½T) compensation for overtime worked, calculated in accordance with the provisions of Article 15.01, based on the employee's regular bi-weekly rate of pay in effect for the regular shift prior to the period in which the overtime is worked.

15.05 Overtime Eligibility

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

•15.06 Overtime Meal Allowance

(a) 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:

\$5.00 (effective October 6, 1989)

\$5.20 (effective January 1, 1991)

except where free meals are provided.

(b) If the employee continues to work beyond three (3) hours' overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.

(c) An employee who is called back to work under the provisions of Article 16.04 shall be provided with a meal break and allowance (or meal), in accordance with (a) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

15.07 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.

15.08 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 15.04.

15.09 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.

15.10 Computation of Overtime

In computing overtime a period of thirty (30) minutes or less shall be counted as one-half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

•15.11 Time Off in Lieu of Overtime

At the request of the employee, compensation for overtime may be granted in the form of time off in lieu of overtime hours worked at the applicable overtime rate. Where time off with pay in lieu of overtime worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.

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ARTICLE 16 - STANDBY AND CALLBACK

*16.01 Standby Compensation

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Employees who are required by the Employer to standby shall receive standby pay of:

\$8.40 (effective October 6, 1989)
\$8.85 (effective January 1, 1990)

for each standby period of eight (8) hours or less. effective January 1, 1991, the standby pay shall be increased by an additional five percent (5%) or an amount equivalent to the average annual percentage change in the Halifax CPI (All Items) for the preceding twelve (12) month period, whichever is the greater amount.

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

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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:

\$6.30 (effective October 6, 1989)
\$6.60 (effective January 1, 1990)

per call. effective January 1, 1991, this allowance shall be increased by an additional five percent (5%) or an amount equivalent to the average annual percentage change in the Halifax CPI (All Items) for the preceding twelve (12) month period, whichever is the greater amount.

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/her first ninety-six (96) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and
- (b) each year after ninety-six (96) 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 four (204) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service.
- (d) each year after three hundred and sixty (360) months of service at the rate of two and one-half (2 1/2) days for each month of service.

Effective January 1, 1990, Article 17.01 (a) and (b) shall be amended to read as follows:

- (a) each year during his/her first eighty-four (84) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and

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(b) each year after eighty-four (84) months of service at the rate of one and two-thirds (1-2/3) days for each month of service! and

Effective January 1, 1991, Article 17.01 (d) shall be amended to read as follows:

(d) each year after three hundred (300) months of service at the rate of two and one-half (2 1/2) days for each month of service.

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 (1/2) day, the entitlement shall be increased or decreased to the newest one-half (1/2) day.

17.04 Authorization

An employee shall be granted vacation leave at such time during the year as the Deputy Head 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/her vacation preference as soon as possible for the following vacation year but before March 15th in each year. The Deputy Head will respond in writing by April 13th indicating whether or not the employee's vacation request is authorized.

(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 (a) above are adhered to; however, those employees must be transferred into the work unit for six (6) months before they can use length of service to provide priority for selection of vacations.

(c) Where operational requirements permit, and should circumstances warrant, consideration will be given to an employee's request for a change in his approved vacation period.

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 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.

***17.08 Vacation Carry Over**

(a) 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 Head may accept a shorter period of notice of the request. The

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Deputy Head shall respond in writing within one (1) calendar month of receiving an employee's request.

- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

17.09 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.

17.10 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 17.09, 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.

17.11 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.

17.12 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. 3 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. 4 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.

17.15 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.

17.16 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.

17.17 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 29, 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.

17.18 Reinstatement of Vacation upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.16 and 17.17, 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.

17.19 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 on such form as the Employer may from time to time prescribe 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.

ARTICLE 18 - HOLIDAYS

•18.01 Paid Holidays

The holidays 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.

(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

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

- (a) the working day immediately following 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 employed in a continuous operation 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 second calendar month immediately following the month in which the holiday fell.

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

• **18.06 Overtime On a Holiday**

Where an employee is required to work overtime on a paid holiday, as defined in Article 18.01, he will receive compensation equal to three (3) times his regular rate as follows:

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- (a) compensation at two (2) 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 second calendar month immediately following the month in which the holiday fell.

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 18.06(b), compensation shall be granted at the employee's regular rate of pay.

18.07 Time Off in Lieu of Holiday

In no case shall the total time off in lieu of a holiday referred to in 18.05(b) and 18.06(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**

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- (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, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

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

- (b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, 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.
- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

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:

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- (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

Any 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 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 29. Such leave of absence shall be requested by the employee to his supervisor as soon after the requirement of his presence is known.

***19.06 Maternity Leave**

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- (a) The Employer shall not terminate the employment of an employee who has been an employee for one (1) year or longer because of the employee's 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 the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
 - (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/her opinion, grant to the employee a leave of absence without pay:

- (1) of six (6) months; 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), the employee 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.
- (d) While an employee is on maternity leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of maternity leave.

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- (e) While on maternity leave, an employee shall continue to accrue and accumulate service ~~and seniority credits~~ for the duration of her leave, and ~~her service~~ and seniority shall be deemed to be continuous. However, service accumulated during maternity leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which maternity leave is taken, **one (1) month of service shall be credited** to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the maternity leave granted under Article 19.06(b).
- (f) 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).
- (g) Leave for illness of an employee arising out of or associated with the employee's 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 22.
- (h) An employee wishing to return to work prior to the expiry date of her maternity leave will provide the Employer with two (2) calendar weeks' advance notice.

(i) Maternity Leave Allowance

- (1) An employee entitled to maternity leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance (UI) benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan,
- (2) In respect to the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving UI benefits, payments equivalent to **seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less** any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of **fifteen (15) additional weeks**, payments equivalent to **the difference** between the weekly UI benefits the employee is eligible to receive and **ninety-three percent (93%) of her weekly rate of pay, less** any other earnings received by the employee during the benefit period which may result in a decrease in the UI benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (3) For the purposes of this allowance, an employee's weekly rate of pay will be **one-half** the bi-weekly rate of pay to which the employee is entitled for her classification on the day immediately preceding the commencement of her maternity leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding **twenty-six (26) weeks** by the regularly scheduled full-time hours of work for the employee's classification.
- (4) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.
- (5) The Employer will not reimburse the employee for any amount she is required to remit to Canada Employment and Immigration where her annual income exceeds **one and one-half (1½) times** the maximum yearly insurable earnings under the Unemployment Insurance Act.

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- (6) The parties acknowledge that payments under the SUB Plan cannot be made prior to the plan's approval by the Canada Employment and Immigration Commission. Such payments, therefore will be limited to maternity leaves commencing on or after the date approved by CEIC for the provisions of the SUB Plan to become operational.

19.07 Leave for Birth of Child

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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

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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

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(a) The Employer shall, upon request of an employee and receipt of a certificate from the Administrator of Family and Children Services 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 a period not to exceed six (6) months. If both adoptive parents are eligible for such leave under a Civil Service collective agreement between the Union and the Employer, the provisions of this Article shall only be available to one (1) of those employees.

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(b) An employee shall be granted one (1) day's leave with pay for the purpose of adoption of a child five (5) years of age or younger. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are eligible for such leave under a Civil Service collective agreement between the Union and Employer, the amount of paid leave taken under this clause by either one or both parents, shall not exceed one (1) day.

19.11 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 19.11(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 19.11(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.

19.12 Leave for Public Office

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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.

19.13 Education Leave

(a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Section 4, Chapter 10 of Manual 500 Personnel Management.

(b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.

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(c) Leaves of absence for education purposes shall not be unreasonably denied.

19.14 Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

19.15 Prepaid Leave

Permanent employees will be entitled to take a leave of absence financed through a salary deferral arrangement in accordance with the provisions of the Prepaid Leave Plan set out in the Memorandum of Agreement between the Union and Employer.

ARTICLE 20 - REST PERIOD

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

ARTICLE 21 - WASH-UP TIME

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

ARTICLE 22 - SICK LEAVE

22.01 General Illness Leave Benefit

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(a) An employee who is unable to perform his/her duties because of illness or injury for a period not exceeding three (3) consecutive work days, he/she may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.

(b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.

(c) A new employee who is appointed subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of appointment.

(d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

22.02 Short-Term Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, he/she may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:
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- (1) for employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;
 - (2) for employees with one (1) year but less than two (2) years' service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;
 - (3) for employees with two (2) years' service but less than three (3) years' service, at 100% of normal salary for the first sixty (60) days of absence and thereafter at 75% of normal salary for the next forty (40) days of absence;
 - (4) for employees with three (3) years' service but less than four (4) years' service, at 100% of normal salary for the first eighty (80) days of absence and thereafter at 75% of normal salary for the next twenty (20) days of absence;
 - (5) for employees with four (4) or more years' service, at 100% of normal salary for a maximum of one hundred (100) days of absence.
- (b) If an Incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 22.02(a) applicable during the year in which the short-term illness commenced.

22.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within fifteen (15) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 22.02(a).
- (b) An employee who returns to work after a period of short-term illness leave and after working fifteen (15) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (c) An employee who returns to work after a period of short-term illness leave and within fifteen (15) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (d) The provisions of Article 22.03(c) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short-term leave period as defined in Article 22.02(a).

22.04 Benefits Not Paid During Certain Periods

General illness leave and short-term illness leave benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 of the Agreement or in the case of circumstances covered under Article 22.05.

22.05 Benefits/Layoff

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, he/she shall be Covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work he/she shall be covered by the provisions of Article 41.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 22 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 22.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

22.06 Long-Term Disability

Employees shall be covered for long-term disability in accordance with the provisions of the Memorandum of Agreement signed by the parties on August 1, 1985 and forming part of this Agreement (see Appendix 2). The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties in accordance with the provisions of the Collective Agreement.

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22.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on illness leave under Article 22 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

22.08 Root 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.

22.09 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.

22.10 Workers' Compensation

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

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22.11 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.

22.12 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.

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22.13 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.

22.14 Alternate Medical Practitioner

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

ARTICLE 23 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

23.01 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.

23.02 Record of Disciplinary Action

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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.

23.03 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.

23.04 Employee Access to Personnel File

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

ARTICLE 24 - DISCIPLINE AND DISCHARGE

24.01 Just Cause

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

24.02 Notification

(a) Where an employee is disciplined, suspended without pay or discharged, the 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.

24.03 Grievances

Where an employee alleges that he has been suspended or discharged in violation to Article 24.01, 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 24.01, he shall lodge his grievance at the final level of the grievance procedure.

24.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 24.01, 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 25 - NOTICE OF RESIGNATION

25.01 Notice of Resignation

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

25.02 Failure to Give Notice

An employee who fails to give notice required by Article 25.01, 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.

25.03 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.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 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 the action or circumstance. The employee(s) may have a Steward present if he 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.

26.02 Union Approval

Where the grievance related to the interpretation or application of this collective agreement, an Arbitral or an Adjudication 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.

26.03 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.

26.04 Decision by Deputy Head

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

26.05 Adjudication

Where an employee has presented a grievance up to and including the final level of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and the grievance has not been dealt with to his/her satisfaction, the employee(s) may refer the grievance to Adjudication under Article 27.

26.06 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.

26.07 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 has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

26.08 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.

26.09 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 Article 27. This section shall not apply in cases of individual grievances.

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26.10 **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 27 - ADJUDICATION

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

ARTICLE 28 - 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 29 - TRAVEL REGULATIONS

29.01 **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.

29.02 **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 30 - MOVING EXPENSES

30.01 **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.

30.02 **Memorandum**

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

ARTICLE 31 - PUBLIC SERVICE AWARDS

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*31.01 **Public Service Award**

(a) 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 service to a maximum of twenty-six (26) years. The Award will include a prorated payment for a partial year of service.

(b) The amount of Public Service Award provided under Article 31.01(a) shall be calculated by the formula;

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

31.02 **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 31.02(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.

31.03 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:

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

31.04 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.

31.05 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.

31.06 Advance Award

Notwithstanding the provisions of Articles 31.01 to 31.05, 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 31.10, 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.

31.07 Calculation of Advance Award

The salary which shall be used to calculate the amount of the Public Service Award under Article 31.06, shall be the salary which the employee was receiving on the date on which he made application for the Public Service Award.

31.08 Interest Calculation

Subject to the provisions of Article 31.09, the Public Service Award under Articles 31.01 to 31.05 shall be reduced by the amount of the advance granted to an employee under Article 31.06 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.

31.09 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 31.08 calculated from the date of the payment of the advance to the employee, to the date of the repayment and thereafter Article 31.08 shall not apply to him.

31.10 Written Agreement

Before an advance on the Public Service Award is granted under Article 31.06, 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 31.01 to 31.05, the amount of the advance on the Public Service Award granted to him under

Article 31.06, together with interest, as calculated under Article 31.08, 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 31.06, together with interest as calculated under 31.08, exceeds the amount of the Public Service Award to which he is entitled under Articles 31.01 to 31.05, 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 32 - THE PENSIONS

ppx 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 33 - GROUP INSURANCE

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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 a mutual consent. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

ARTICLE 34 - SAFETY AND HEALTH

34.01 Safety and Health Provisions

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

34.02 Occupational Health and Safety Act

The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1985, c.3.

34.03 Joint Occupational Health and Safety Master Committee

- (a) The Employer agrees to the establishment of a Joint Health and Safety Master Committee comprised of equal representation of the Union and the Employer.
- (b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their Contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- (c) The Joint Committee's responsibilities will include:
 - (1) to facilitate the establishment and proper functioning of the local committees provided for in the Occupational Health and Safety Act; and
 - (2) to determine the size and jurisdiction of local committees, having regard to the number of employees in the workplace and the Employer's departmental organizational structure; and
 - (3) to review reports on matters referred by local committees and, where required, to make recommendations to the bargaining principals regarding occupational health and safety matters; and

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(4) such other responsibilities provided in this Agreement, or as required by the occupational Health and Safety Act, or as the bargaining principals may from time to time assign to the Committee.

34.04 First-Aid Training

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

34.05 First-Aid Kits

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

34.06 Safety Equipment

The Employer shall provide all safety equipment necessary for the occupational safety and health of employees.

ARTICLE 35 - RE-OPENER CLAUSE

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

ARTICLE 36 - PAY

***36.01 Rates of Pay**

(a) The rates of pay contained in Appendix I form part of this Agreement.

(b) Effective March 10, 1991, the rates of pay in effect as of March 11, 1990 shall be increased by an additional five percent (5%) or an amount equivalent to the average annual percentage change in the Halifax Consumer Price Index (CPI) All Items as determined by Statistics Canada for the 12-month period from March 1, 1990 to February 28, 1991, whichever is the greater amount. The method for calculating such CPI percentage change will be in accordance with the formula set out in Memorandum of Agreement #3.

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36.02 Rate of Pay Upon Appointment

Subject to Article 36.03, 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.

36.03 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.

36.04 Rate of Pay Upon Promotion

Subject to Article 36.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the employee before the promotion.

36.05 Exception

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 36.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

36.06 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.

36.07 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, unless otherwise provided in this Agreement,

36.08 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 36.04 and 36.05.

36.09 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 36.07 or twelve (12) months following the date of a change in his rate of compensation as established in Articles 36.04, 36.05, and 36.06.

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36.0 Notice of Withheld Increment

When an increase provided in Article 36.09 is withheld, the reason for withholding shall be given to the employee in writing.

36.1 Granting of Withheld Increment

When an increase provided in Article 36.09 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.

***36.12 Acting Pay**

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An employee substituting in a supervisory position or designated to perform the principal duties of a higher position for at least twenty-one (21) hours during a period of at least three (3) continuous working days shall receive a wage differential of 10% of the maximum wage rate for his classification. In no case shall the rate exceed the rate of the employee in the higher position who is being who is replaced.

ARTICLE 37 - CLOTHING ALLOWANCE

37.01 Uniforms

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

37.02 Protective Clothing

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

ARTICLE 38 - COMPENSATION FOR INJURY ON DUTY

38.01 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.

38.02 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 a period as the Workers' Compensation Board may specify.

38.03 Record of Injury

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

38.04 Recurring Disability

Where disability attributable to the original injury occurs, employees who have ceased to be employees of the Employer, shall, where entitlement is established under the same provisions as contained in the Workers' Compensation Act, receive benefits the same as contained in the said Act.

38.05 Alternate Medical Practitioner

For the purpose of Articles 38.03 and 38.04, the Employer may require the employee to be examined by a medical practitioner of the Employer's choice.

***ARTICLE 39 - SHIFT PREMIUM**

An employee shall receive a shift premium of:

\$2.70 (effective October 6, 1989)
\$2.80 (effective January 1, 1990)

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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. Effective January 1, 1991, this premium shall be increased by an additional five percent (5%) or an amount equivalent to the average annual percentage change in the Halifax CPI (All Items) for the preceding twelve (12) month period, whichever is the greater amount.

ARTICLE 40 - TECHNOLOGICAL CHANGE

40.01 Joint Committee

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(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 41.01. 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 41.01.

(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.

10.02 **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.

40.03 **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.

40.04 **Notice to union**

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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.

40.05 **Retraining**

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

ARTICLE 41 - LAYOFF AND RECALL

41.01 **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 41.09 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 41.09 shall apply.

41.02 **Application**

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

41.03 **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). ✓

41.04 **Layoff Procedure**

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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.

41.05 **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.

41.06 **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 41.11(d);
- (d) the employee is laid off for more than twelve (12) consecutive months without recall;

41.07 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 41.09.
 - (2) to accept layoff and be entitled to recall in accordance with Article 41.11;
 - (3) to resign with severance pay in accordance with Article 41.13;

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.

41.08 Pay in Lieu of Notice

Where the notice required by 41.07 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

41.09 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 41.01(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequencer
 - (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 **41.09(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 41.09 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 **41.09(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 41.04 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 5. 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 **41.09(a)** and **41.09(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 **41.09(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 41.04 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 **41.09(a)** and **41.09(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 **41.09(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 41.04 and the employee to

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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 41.09 may elect at any step, beginning with Article 41.09(a)(1), to accept Layoff and be placed on the recall list or to resign with severance pay in accordance with Article 41.13.
- (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 41.09 shall be entitled to the full rights contained in Article 41 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 41.07, 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.

41.10 Transfer Expenses

An employee transferred pursuant to the provisions of Article 41 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 30.

41.11 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.

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41.12 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.

41.13 Severance Pay

(a) At the end of the twelve (12) month period referred to in 41.12 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:

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

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

41.14 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.

41.15 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 42 - JOB POSTING

42.01 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.

42.02 Filling Vacancies

Where it is determined by the Employer that:

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

(b) those applicants are of equal merit,

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

42.03 **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 43 - TRANSPORTATION

An employee who is required to travel to and 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

\$4.20 (effective October 6, 1989)

\$4.40 (effective January 1, 1990)

per shift. Effective January 1, 1991, this allowance shall be increased by an additional five percent (5%) or an amount equivalent to the average annual percentage change in the Halifax CPI (All Items) for the preceding twelve (12) month period, whichever is the greater amount.

ARTICLE 44 - CLASSIFICATION AND RECLASSIFICATION

44.01 **Classification and Salary Adjustments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may **implement a new classification** and attach a salary to it, providing that the Union is given ten (10) days' written notice in advance. 16/2
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a Single Adjudicator, established in accordance with Section 35 of the Civil Service Collective Bargaining Act, who shall **determine the new rate of pay.** ✓
- (c) The **new rate of pay** shall be effective on the date agreed to by the parties or the date set by the adjudicator but, in any event, not earlier than the **date of implementation of the classification.**

44.02 **Classification Appeal Procedure**

An employee shall have the right to appeal the classification of the position he/she occupies. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 26 of the Agreement. The provisions of Articles 13.06 and 13.07 shall apply in respect to the appeal procedures set out in this Article.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she will discuss the classification with his/her immediate supervisor.
- (b) The Deputy Head or delegated official shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Deputy Head of his/her Department. The Deputy Head shall respond in writing to the employee within fifteen (15) days of the receipt of such appeal.

- (d) If there remains a dispute respecting the **classification**, the **employee** may submit the appeal to the **Civil Service Commission**. Within **sixty (60)** days of the date of the submission, the **Civil Service Commission** shall **review** the appeal and respond in writing with an **explanation** of its **decision**.
- (e) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the **Classification Appeal Tribunal** who shall make a final and binding decision in accordance with the **procedures** set out in this **Article**.
- (f) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the **Tribunal**.
- (g) The **time limits** referred to in this Article will only apply to disputes arising subsequent to the date of signing of this Agreement, and may be extended by mutual agreement.
- (h) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Deputy Head of the employee's written appeal submitted pursuant to 44.02(c).

44.03 Classification Appeal Tribunal

- (a) A **Classification Appeal Tribunal** shall be established to make final and binding **decision** on a dispute concerning the **classification** of the position an employee occupies.
- (b) The **Classification Appeal Tribunal** shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the **Civil Service Commission**, and one member shall be nominated by the **Union**. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the **Civil Service Employee Relations Board**.
- (c) The members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office he/she may be re-appointed for a term not exceeding five (5) years. The re-appointment of a member or the appointment of his/her successor shall be in accordance with the provisions set out in 44.03(b) above.
- (d) Notwithstanding the provisions of 44.03(c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of 44.03(b).
- (e) The members of the Tribunal shall be paid remuneration as may be fixed by the Governor in Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.
- (f) The Tribunal shall, within thirty (30) days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- (g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.
- (h) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the Arbitration Act.
- (i) The Tribunal shall not:

- (l) alter any position descriptions and/or classification standards determined by the Employer;
- (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;
- (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position,
- (j) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.
- (k) the Tribunal shall render its decision on a dispute under this Article within sixty (60) days of the matter being submitted to it, or at such later time as may be mutually agreed by the parties.
- (l) The Tribunal shall communicate its decision and reasons therefor in respect to the appeal in writing to the employee, the Employer and the Union.
- (m) The decision of the Tribunal is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Tribunal.

*ARTICLE 45 - SUCCESSOR RIGHTS

In the event of amalgamation, annexation or other change in the Employer's jurisdiction, the Agreement affecting employees covered by such amalgamation, annexation or other change in the Employer's jurisdiction shall continue in full force and effect and the new employer employing such employees as are affected shall be deemed to be the Employer under this Agreement.

ARTICLE 46 - TERM OF AGREEMENT

*46.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from March 12, 1989 to March 7, 1992 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party 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.

*46.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement revisions to the Articles of this Agreement shall be effective from October 6, 1989.

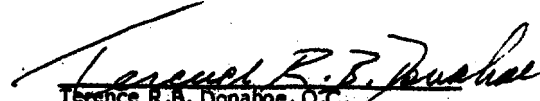
*46.03 Retrospective Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between March 11, 1989 and the signing date of this Agreement, shall be entitled to full retroactivity of any salary increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that he/she has sixty (60) calendar days in which to claim any retroactive payment.

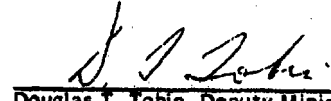
Signed on behalf of the union:

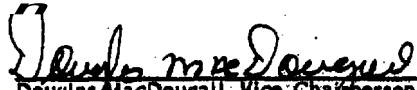
Signed on behalf of the Employer:


Greg Blanchard, President



Terence R.B. Donahoe, Q.C.
Chairman of Management Board


Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council


Douglas T. Tobin, Deputy Minister
Civil Service Commission


Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council


George L. Hall, Executive Director
Civil Service Commission


Laraine Singler
Administrator/Negotiator


John Pochy, Director Staff Relations
Civil Service Commission


Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

*APPENDIX I

MAINTENANCE AND OPERATIONS SERVICES PAY PLAN
 BI-WEEKLY AND APPROXIMATE ANNUAL RATES
 EFFECTIVE FROM MARCH 12, 1989 - MARCH 9, 1991

		I	II
MOS 1			
Building Watchperson	Mar 12/89	760.54	775.90
Janitor		19,774.04	20,173.40
	Mar 11/90	798.57	814.70
		20,762.82	21,182.20
MOS 3			
Caretaker	Mar 12/89	791.16 <i>B</i>	806.45
		<u>20,570.16</u>	20,967.70
	Mar 11/90	830.72 <i>B</i>	846.77
		<u>21,598.72</u>	22,016.02
MOS 4			
Deckhand Tancook Ferry	Mar 12/89	806.45	821.77
Maintenance Worker I		20,967.70	21,366.02
	Mar 11/90	846.77	862.86
		22,016.02	22,434.36
MOS 5			
Animal Attendant	Mar 12/89	821.77	837.07
Caretaker - Halifax		21,366.02	21,763.82
Caretaker (Government Services)			
Driver/Messenger	Mar 11/90	862.86	878.92
Driver/Shipper		22,434.36	22,851.92
Fire Tender Helper I			
Janitor-in-Charge			
Utility Truck Driver			
MOS 6			
Caretaker - Haliburton House	Mar 12/89	837.07	858.08
Caretaker - Yarmouth		21,763.82	22,310.08
Chauffeur (NSH)			
Utility Operator I	Mar 11/90	878.92	900.98
		22,851.92	23,425.48
MOS 7			
Maintenance Worker 2A	Mar 12/89	858.08	879.71
Truck Driver - Heavy		22,310.08	22,872.46
	Mar 11/90	900.98	923.70
		23,425.48	24,016.20
MOS 8			
Farm Worker	Mar 12/89	879.71	901.31
Mechanic I		22,872.46	23,434.06
Wildlife Park Attendant			
	Mar 11/90	923.70	946.38
		24,016.20	24,605.88

		I	U
MOS 9			
Asst. Building Superintendent	Mar 2/89	901.31	922.92
*Chauffeur to Lieutenant Governor		23,434.06	23,995.92
Fire Tender 1B			
Fire Tender Helper 2	Mar 1/90	946.38	969.07
Laboratory Maintenance Worker		24,605.88	25,195.22
Maintenance Worker 2B			
MOS 10			
Dozer/Heavy Equipment Operator	Mar 12/89	922.92	944.57
Maintenance Worker 3A		23,995.92	24,558.82
Mate 1			
	Mar 11/90	969.07	991.80
		25,195.82	25,786.80
MOS 11			
Charge Hand Dietary Maintenance	Mar 12/89	944.57	971.60
Diamond Driller 1		24,558.82	25,261.60
Fire Tender I			
Mate 2	Mar 11/90	991.80	1,020.18
Painter/Plasterer		25,786.80	26,524.68
MOS 12			
Fire Tender 1 in-Charge'	Mar 12/89	971.60	998.60
Maintenance Supervisor-Shelburne		25,261.60	25,963.60
Maintenance Worker 3B			
Mechanic 2	Mar 11/90	1,020.18	1,048.53
Utility Operator 2		26,524.68	27,261.78
Water Systems Operator			
Welder			
MOS 13			
Building Supervisor	Mar 12/89	998.60	1,025.64
Fire Tender 2		25,963.60	26,666.64
Foreperson (Government Services)			
Foreperson Provincial Forest Nursery	Mar 11/90	1,048.53	1,076.92
Marine Engineer I		27,261.78	27,999.92
Shift Operator I			
Utility Technician			
MOS 14			
Diamond Driller 2	Mar 12/89	1,025.64	1,058.09
Marine Engineer 2		26,666.64	27,510.34
Mechanic 3			
Senior Utility Technician	Mar 11/90	1,076.92	1,110.99
Water Treatment Plant Operator		27,999.92	28,885.74
MOS 15			
Asst. Supervisor Building	Mar 12/89	1,058.09	1,112.09
Services (Halifax/Dartmouth)		27,510.34	28,914.34
Maintenance Foreperson			
(Lands & Forests)	Mar 11/90	1,110.99	1,167.69
Steamfitter		28,885.74	30,359.94
Wood Bridge Superintendent			

		I	II
MOS 16			
Area Operations Supervisor	Mar 12/89	1,112.09	1,149.94
Chief Stationary Engineer		28,914.34	29,898.44
Chief Utility Operator			
Diamond Driller 3	Mar 11/90	1,167.69	1,207.44
equipment Instructor/Inspector		30,359.94	31,393.44
Shift Operator 2			
Supervisor Bayhead Grains Centre			
MOS 17			
Area Operations Supervisor	Mar 12/89	1,149.94	1,187.75
(Environment)		29,898.44	30,881.50
Electrician			
Foreperson Diamond Drillers	Mar 11/90	1,207.44	1,247.14
		31,393.44	32,425.64
MOS 18			
Aircraft Maintenance Engineer	Mar 12/89	1,187.75	1,225.62
Supervisor Maintenance		30,881.50	31,866.12
	Mar 11/90	1,247.14	1,286.90
		32,425.64	33,459.40
MOS 19			
	Mar 12/89	1,225.62	1,263.45
		31,866.12	32,849.70
	Mar 11/90	1,286.90	1,326.62
		33,459.40	34,492.12
MOS 20			
Manager Steam Mill Grain Centre	Mar 12/89	1,263.45	1,301.26
		32,849.70	33,832.76
	Mar 11/90	1,326.62	1,366.32
		34,492.12	35,524.32
MOS 21			
	Mar 12/89	1,301.26	1,341.20
		33,832.76	34,975.20
	Mar 11/90	1,366.32	1,412.46
		35,524.32	36,723.96
MOS 22			
*Shop Supervisor	Mar 12/89	1,341.20	1,390.68
		34,975.20	36,157.68
	Mar 11/90 ..	1,412.46	1,460.21
		36,723.96	37,963.46

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APPENDIX 2
LONG-TERM DISABILITY PLAN

1. In this plan,
 - (a) **"administrator"** means the Plan Administrator appointed by the Trustees to administer the plan;
 - (b) **"amount of coverage"** means an employee's bi-weekly benefit expressed as a percentage of normal salary;
 - (c) **"disability"** means the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her position during the applicable elimination period and the next 36 months of any period of disability. Thereafter, an employee remains totally disabled if he/she is unable by reason of education, training or experience to perform the duties of another available position with his/her present employer for which the rate of pay is not less than 80% of the current rate of the position, class, and step he/she held prior to disability;
 - (d) **"elimination period"** means 100 consecutive work days of short-term illness leave or 100 days of short-term illness due to the same or related causes, as defined in Article 22 of the applicable collective agreement;
 - (e) **"normal salary"** means an employee's regular bi-weekly salary including any educational premium or unit premium received by the employee;
 - (f) **"plan"** means the Nova Scotia Public Service Long-Term Disability Plan;
 - (g) **"pre-disability salary"** means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;
 - (h) **"regular duties"** means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
 - (i) **"rehabilitation employment program"** means a program for re-employment of a disabled employee;
 - (j) **"service"** has the same meaning as defined in the applicable collective agreement;
 - (k) **"Trustee"** means a member of the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan.
2. In this plan,
 - (1) words importing male persons include female persons and corporations;
 - (2) words in the singular include the plural, and words in the plural include the singular.

Application

3. This plan applies to:
 - (1) employees as defined in Section 2(g) of the Civil Service Collective Bargaining Act;
 - (2) groups or persons as outlined in Schedule "A" of the Trust Agreement.
 - (3) any other group or person as may be determined by the Board of Trustees and enumerated in Schedule "B" of the Trust Agreement.

Effective Date of Coverage

4. (1) Participation in the Plan shall be a condition of employment.
- (2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who

are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.

Funding of the Plan

*5. (1) The Plan will be funded from:

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- (a) the monies in the Premium Stabilization Fund on the signing date of the agreement;
 - (b) any future premium, reductions from the Unemployment Insurance Commission and refunds from Group Life Insurance Premiums; in respect of employees participating in the Plan.
 - (c) income accruing to the Fund;
 - (d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 0.5% of the employee's normal salary, effective April 9, 1989;
 - (e) contributions in respect of persons entering the plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long-term Disability Plan)
- (2) (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;
- (b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under this Plan.

Adjudication Right of Review

6. (1) When the Administrator has ruled that an employee is not eligible for benefits hereunder, the employee can appeal the decision through the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan, who will be responsible to schedule a medical appeal hearing in accordance with the Letter of Understanding #6 attached hereto.
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review.

Eligibility for Benefits

7. (1) Subject to subsection (6), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period.
- (2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Section 3(7) during any one period of disability (and benefits shall cease at the cessation of the disability as determined by the administrator).
- (3) If the administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program he/she shall receive benefits as provided in Section 3(5).
- (4) While an employee is on rehabilitation employment, he/she is considered to be on active Long-Term Disability benefits. Rehabilitation employment consists of:
- (a) employment at the employee's regular duties on a part-time basis, or;
 - (b) employment at some other employment that provides monthly earnings less than the employee's pre-disability salary, or;
 - (c) a formal educational training program.

- (5) If there ~~has been~~ a return to work, successive periods of disability of an employee shall ~~be~~ considered as occurring in the same period of disability, unless;
- (a) the later disability is for causes unrelated to the prior disability, or;
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for thirty (30) consecutive work days or more before the related disability recurred.
- (6) No benefits shall be payable under the Plan because of;
- (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self-inflicted disability, or attempted self-destruction;
 - (d) disability due to alcoholism or drug addiction, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and it under the continuous care of a licensed physician;
 - (e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
 - (f) Pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective or as prescribed by the applicable provincial statute;
 - (g) disability which occurred at work and is deemed to be a fully compensable injury by the Workers' Compensation Board;
 - (h) disability due to illness or injury which occurred after the employee was placed on layoff status.
 - (i) an employee shall not be entitled to long-term disability benefits from this Plan if his/her disability resulted from illness or injury with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he has not been absent from work due to the aforementioned illness or injury.

Amount of Coverage

8. (1) (a) The bi-weekly benefit for an employee covered by this agreement shall be ~~70%~~ ⁷⁵ of his/her pre-disability salary to a maximum benefit of \$2,000.00 bi-weekly;
- (b) Where an employee, on the signing date of this agreement, has accumulated sick leave days available to him/her under the sick leave plan in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she will receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 70% under Section 8(1)(a). For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.
- (2) For employees, who are in receipt of benefits hereunder amounting to less than 100% of pre-disability salary, contributions to the Canada Pension Plan and the Public Service Superannuation Act shall be made by the fund on behalf of the employee, based on the current rate of pay for the position, class, and step he/she held prior to disability.
- (3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated

health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long-term disability benefits. The premiums for the consolidated health care plan shall be paid by the employer.

- (4) Employees, while on long-term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class, and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the employer.
 - (5) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay.
 - (6) Benefits under this plan will be increased annually on January 1, based on the figures as published by Statistics Canada for the average increase to the Consumer Price Index for Canada for each month in the twelve-month period ending October 31 of each year, providing that in no case shall the increase exceed 6%.
 - (7) The benefits shall cease at the earliest of:
 - (a) the last day of the month in which the employee attains 65 years of age;
 - (b) returning to work;
 - (c) death of the employee;
 - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan;
 - (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act.
9. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan at the date of disability;
 - (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the employee;
 - (3) the amount of income received from rehabilitative employment in accordance with subsection 5 of Section 8;
 - (4) the amount of Workers' Compensation payments (excluding permanent, partial disability) which result from an injury or illness sustained while working for wage or profit other than in his/her regular capacity for the Government of Nova Scotia;
 - (5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan.
 - (6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than 70 percent compensable by the Workers' Compensation Board.

Termination of an Employee's Coverage

10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
- (1) one hundred days prior to the end of the month in which the employee reaches age 65;
 - (2) the date the employee occupies a position that is not eligible for coverage in accordance with Section 3;

(3) the date of the employee's termination of service.

11. An employee on authorized leave shall be eligible to be covered under the Plan. Providing the employee continues to make his/her required contributions.

Amendments

12. Any amendments to this Plan shall not adversely affect the entitlement of the employee who became disabled prior to such amendments (subject always to the provisions of Section 1U).

Termination of the Plan

13. In the event that the Plan is terminated all contributions or benefits shall cease and the Fund will be disposed of in the following manner:

- (a) All employees who are short-term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Section 7 will have their benefits, at the level in force at the time of plan termination, purchased from an insurance company under a single premium non-participating closed group long-term disability contract, if such a contract is then available from an insurance company;
- (b) If the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employees bears to the total cost of the full benefits for all such employees;
- (c) If a single premium non-participating closed group Long-Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Section 7, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
- (d) If the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Section 7 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;
- (e) Any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the plan except that the recovery of a disabled employee receiving benefit under Section 7 shall terminate his/her entitlement to such benefit;
- (f) Any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government Employees Union.

14. In the event that the plan is terminated, then the benefits in existence under the sick leave section presently in the contract prior to the implementation of the Long-Term Disability program on April 30, 1985 would be reinstated in its entirety. Banked sick leave will be credited to the employee as to the amount that is in his/her bank at the date of termination of the LTD plan.

Scheduled On-going Medical Treatments or Therapy

Employees who are participating in a scheduled on-going series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave, in order to be deemed as on-going, treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

Medical Appeal System

- (a) Such appeal system shall be on medical grounds only.
- (b) The cost of appeals shall be borne by the appellant however, if the appeal is successful, the costs will be paid from the Fund.
- (c) Any appeal is to be initiated no later than thirty (30) days following final denial of the employee's claim by the Plan Administrator.

Geographic Location for the Purposes of Job Placement

Where an employee is no longer disabled in accordance with the definition under Section 1(c) of the Long-Term Disability Plan and where there is a position available outside the employee's geographic location, the employee shall not be required to accept such position unless he/she has been given at least six (6) months *notice* of availability of the position.

APPENDIX 3

POSITIONS, THE EMPLOYEES OF WHICH ARE SUBJECT TO PROVISIONS OF ARTICLE 14.01(b)

<u>Position Title</u>	<u>Department</u>
Chief Stationary Engineer (Halifax)	Transportation
Chief Utility Operator	environment
Deckhands (Tanook Ferry)	transportation
Diamond Drillers	Mines & energy
Equipment Instructor/Inspector	Transportation
Fire Tender 1B	Any Department
Fire Tender I	Any Department
Fire Tender 2	Any Department
Fire Tender 1 (In Charge)	Any Department
Fire Tenders Helper 1	Any Department
Fire Tenders Helper 2	Any Department
Foreperson Diamond Drillers	Mines & Energy
Foreperson, Provincial Forest Nursery - Strathlorne Forest Nursery	Lands & Forests
Maintenance Worker 3A - Wittenburg and Lawrencetown Forest Nurseries	Lands & Forests
Mater and Marine Engineers (Ferry Service)	Transportation
Senior Utility Technician	Environment
Shift Operator I	Any Department
Shift Operator II	Any Department
Shop Supervisors	Transportation
Utility Operator I	Environment
Utility Operator II	Environment
Utility Technician	Environment
Water Systems Operator	Environment
Water Treatment Plant Operator	Environment
Wood Bridge Superintendents	Transportation

APPENDIX 4

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES

Department of Advanced Education & Job Training
Department of Agriculture and Marketing
Department of Attorney General
Department of Community Services
Department of Consumer Affairs
Department of Education
Department of Environment
Department of Finance
Department of Fisheries
Department of Government Services
Department of Health & Fitness
Department of Housing
Department of Industry, Trade & Technology
Department of Labour
Department of Lands & Forests
Department of Mines & Energy
Department of Municipal Affairs
Department of Small Business Development
Department of Solicitor General
Department of Tourism & Culture
Department of Transportation & Communications
Art Gallery of Nova Scotia
Auditor General, Office of
Board of Commissioners of Public Utilities
Cabinet Secretariat
Civil Service Commission
Emergency Measures Organization
Executive Council Office
Expropriations Compensation Board
Human Rights Commission
Legislative Counsel, Office of
Management Board
Municipal Finance Corporation
Nova Scotia Commission on Drug Dependency
Nova Scotia Government Purchasing Agency
Nova Scotia Hospital
Nova Scotia Information Service
Nova Scotia Sport & Recreation Commission
Office of the Speaker
Office of the Ombudsman
Premier's Office
Protocol Office
Status of Women Advisory Council
Victoria General Hospital
Women's Directorate
Workers' Compensation Appeal Board

APPENDIX 5
REGIONS PURSUANT TO ARTICLE 41

<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 thirty (30) days or less;
 - (c) has been granted sick leave for a period of thirty (30) days or less;
 - (d) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.
8. An employee designated as being required to provide an automobile for his/her employment function must have the vehicle available for use at all times.

Signed on behalf of the Union:

Signed on behalf of the Employer:

Greg Blanchard
Greg Blanchard, President

Terence R. B. Donahoe
Terence R. B. Donahoe, Q.C.
Chairman of Management Board

Alfred Acker
Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council

Douglas T. Tobin
Douglas T. Tobin, Deputy Minister
Civil Service Commission

Douglas MacDougall
Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council

George L. Hall
George L. Hall, Executive Director
Civil Service Commission

Laraine Singler
Laraine Singler
Administrator/Negotiator

John Pucker
John Pucker, Director Staff Relations
Civil Service Commission

Don Nelson
Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #2
CONVERSION OF CASUAL EMPLOYEES

Pursuant to Article 10.11 which took force and effect on February 25, 1983, the parties agree that the following provisions shall continue to apply:

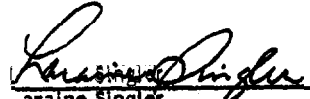
1. For those persons who obtained two (2) or more years' full-time continuous service as of February 25, 1983, their date of appointment to the Civil Service as permanent employees shall be April 1, 1983 and their respective seniority amongst that group of persons so appointed shall be ranked in accordance 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:

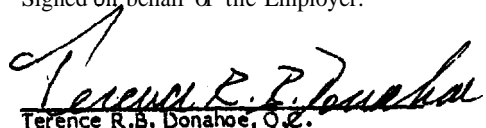

Greg Blanchard, President


Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council


Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council


Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:


Terence R.B. Donahoe, Q.C.
Chairman of Management Board


Douglas T. Tobin, Deputy Minister
Civil Service Commission


George L. Hall, Executive Director
Civil Service Commission


John Puchner, Director Staff Relations
Civil Service Commission


Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #3
CALCULATION OF COST OF LIVING SALARY INCREASE

To determine the amount of the increase provided for in Article 36.01(b), the total percentage change for the 12-month period specified will be calculated by adding the percentage change for each of the 12 months in the period and then dividing by 12, rounded off to the nearest hundredth (1/100th) of a percent.

Formula:

1. Calculate the percentage change in the CPI for each month of the 12-month period by subtracting the index for the previous month/year from the current month/year and converting the difference to percentage terms, rounded off to the nearest 1/100th of a percent.

12/12

eg.
$$\frac{\text{January 1987 Index} - \text{January 1986 Index}}{\text{January 1986 Index}} \times 100 = \% \text{ Change in Index}$$

2. Add the percentage changes for each month in the 12-month period to determine the total percentage change.
3. Divide the total percentage change by 12, rounded off to the nearest 1/100th of a percent to calculate the average annual percentage change.

Signed on behalf of the Union:

Signed on behalf of the Employerr

Greg Blanchard
 Greg Blanchard, President

Terence R.B. Donahoe
 Terence R.B. Donahoe, Q.C.
 Chairman of Management Board

Alfred Acker
 Alfred Acker, Chairperson
 MOS Bargaining Unit Negotiating Council

Douglas T. Tobin
 Douglas T. Tobin, Deputy Minister
 Civil Service Commission

Douglas MacDougall
 Douglas MacDougall, Vice-Chairperson
 MOS Bargaining Unit Negotiating Council

George L. Hall
 George L. Hall, Executive Director
 Civil Service Commission

Laraine Singler
 Laraine Singler
 Administrator/Negotiator

John Pusyrt
 John Pusyrt, Director Staff Relations
 Civil Service Commission

Don Nelson
 Don Nelson, Staff Relations Officer
 Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #4
IMPLEMENTATION OF CLASSIFICATION REVIEW

Pursuant to Memorandum of Agreement #4 contained in the previous Agreement, the parties agree that the Implementation of the revised classification system to take effect on the day after the execution of the previous Agreement is subject to the following conditions:


1. The revised Classification system will not result in any "downgrading" of existing classifications, meaning that the revised classification system will not result in any position title and classification in effect prior to implementation being paid at a lower salary grade/pay class following implementation than such position title/classification was paid prior to implementation of the revised classification system.
2. The revised classification system will not result in any lower entry levels for existing classifications, meaning that the revised classification system will not result in any position title and classification in effect prior to implementation being paid at a lower entry salary grade/pay class following implementation than such position title/classification was paid prior to implementation of the revised classification system.
3. An employee, whose position is reclassified to a classification with a salary grade/pay class which has a lower maximum salary, shall maintain the higher classification and rate of pay on a "present incumbent only" (P.I.O.) basis for such period of time that the employee remains in such position. Such employee shall continue to be entitled to salary progression based on merit to the maximum salary of the higher paying classification, including any revision of the maximum salary of the higher paying classification. The foregoing salary protection shall also apply to any employer with P.I.O. status prior to the execution date of this Agreement.

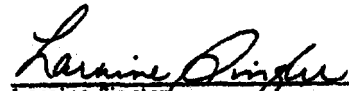
"Present incumbent only" status means that the incumbent employee is afforded the foregoing salary protection for such time as he/she remains in the affected position.

Signed on behalf of the Union:

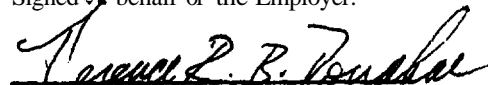

Greg Blanchard, President


Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council


Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council


Laraine Singler
Administrator/Negotiator

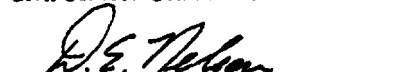
Signed on behalf of the Employer:


Terence R.B. Donahoe, Q.C.
Chairman of Management Board


Douglas T. Tobin, Deputy Minister
Civil Service Commission


George L. Hall, Executive Director
Civil Service Commission


John Puchy, Director Staff Relations
Civil Service Commission


Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #5

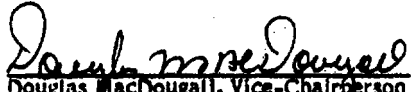
CONFIDENTIALITY OF HEALTH INFORMATION


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.

Signed on behalf of the Union:

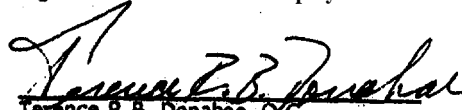

Greg Blanchard, President

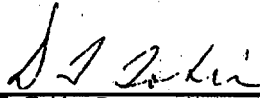

Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council


Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council


Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:


Terence R.B. Donahoe, Q.C.
Chairman of Management Board


Douglas T. Tobin, Deputy Minister
Civil Service Commission


George L. Hall, Executive Director
Civil Service Commission


John Pugh, Director Staff Relations
Civil Service Commission


Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #6

PART-TIME EMPLOYEES

The parties agree as follows that effective January 1, 1988;

1. part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than 40% of the full-time hours will be covered by the collective agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties. 88c
1
2. The benefits provided to part-time employees will not be less than that provided under the VGH Nurses part-time contract. 88d
1
3. For the purposes of earning entitlement to a benefit (eg, vacation increment, merit increments, length of probation, maternity leave, etc.), calendar time of employment will be applicable. 88b
1
4. Unpaid leave, such as maternity leave, will not be pro-rated as to the length of time granted.
5. Paid sick leave benefits will be pro-rated on the basis of 12 days per annum and accumulate to a maximum of 150 days. 88e
1
6. The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties. see below

7. Service

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.02(b)(1) and (2). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro rata basis in accordance with time worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence. 88f
1

8. Overtime

- (a) Part-time employees will be entitled to overtime compensation in accordance with the collective agreement when they work in excess of the normal full-time weekly hours, except where the applicable hours of work are on a bi-weekly basis in which case overtime will be paid when the part-time employee works in excess of the normal full-time bi-weekly hours.
- (b) Part-time employees who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- (c) Part-time employees who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time employees are scheduled to work less than the normal days per week of full-time employees in the work unit, straight time rates will be paid up to and including the normal work days in the work week of the full-time employees and overtime rates will be paid for days worked in excess thereof.

9. Group Insurance

- (a) Part-time employees will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees, exclusive of dental care coverage. The Employer will pay 65% of the total premium cost for such health care coverage.
- (b) Part-time employees will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. 50% of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have his/her insurance coverage based on \$15,000 per annum salary. 88g
1

10. Superannuation

part-time employees will be covered by the provisions of the Public Service Superannuation Act on a prorated basis.

88P
1

11. Part-time employees who were in receipt of benefits under a contract of employment prior to their appointment to the Civil Service shall not lose any benefits or entitlements so earned or provided upon their appointment to the Civil Service.

✓

12. In the case of a part-time employee who was in receipt of vacation pay in lieu of vacation leave prior to his/her appointment and whose effective date of appointment to the Civil Service preceded December 20, 1988, the Employer will pay such employee for any vacation leave entitlement owing at the time of effecting his/her appointment. Thereafter, vacation leave will be granted in accordance with the provisions of the collective agreement.

13. Long Term Disability

The parties agree that they will, in conjunction with the actuary, review the feasibility of covering part-time employees under the existing Nova Scotia Public Service Long Term Disability Plan. It is understood that if it is agreed that they will be covered, this can only be done if changes are negotiated and agreed to in the Long Term Disability Trust document.

Signed on behalf of the Union:

Signed on behalf of the Employer:

Greg Blanchard
Greg Blanchard, President

Terence R.B. Donahoe
Terence R.B. Donahoe, Q.C.
Chairman of Management Board

Alfred Acker
Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council

Douglas T. Tobin
Douglas T. Tobin, Deputy Minister
Civil Service Commission

Douglas MacDougall
Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council

George L. Hall
George L. Hall, Executive Director
Civil Service Commission

Laraine Singler
Laraine Singler
Administrator/Negotiator

John Puchy
John Puchy, Director Staff Relations
Civil Service Commission

Don Nelson
Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

MEMORANDUM OF AGREEMENT #7

JOB SHARING

The parties agree as follows:

1. The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.
2. Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.
3. The terms and conditions of job sharing arrangements agreed to by the parties will form part of the collective agreement.
4. Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the collective agreement.
5. Job-sharing will only be permitted when jointly requested by existing employees, and those employed in job-sharing situations will continue to be members of the bargaining unit and be covered by the Agreement.
6. Jobsharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.
7. Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be job shared. Both employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job shared.
8. An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the jobsharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate superior of the position to be job shared.
9. A position will be job shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to both employees, the Employer, and the Union. At the end of the jobsharing period, the employees will resume the full-time position they held prior to entering into the job-sharing arrangement.
10. Each of the two employees in a jobsharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.
11. Employees will be credited with one-half (½) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(b) of the Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full-time basis.
12. For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside his/her scheduled hours of work will be compensated as overtime in accordance with Article 15 of the Agreement, with the employee's bi-weekly rate being determined on the basis as if he/she were working the normal full-time hours.
13. The following benefits will be prorated in accordance with this Memorandum:
 - (a) Holidays - each employee will be entitled to one-half (½) the paid holidays provided for under Article 13 of the Agreement.

17/2

- (b) General Illness - one-half of the entitlement provided for under Article 22, up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.
 - (c) Short Term Illness - one-half the entitlement provided for in Article 22, up to a maximum of the equivalent of fifty (50) days at the appropriate full-time salary level.
 - (d) Long Term Disability - During the job sharing period, Employer and employee contributions to the LTD Fund will continue to be based upon the employee's normal full-time salary. For the purposes of determining an employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the employee's approved application, the amount of coverage will be based upon the normal full-time salary the employee would be entitled to receive in the position he/she held prior to entering the jobsharing arrangement.
 - (e) Other Paid Leaves - one-half (½) the entitlement provided for in the Agreement.
 - (f) Group Life Assurance - cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.
 - (g) Monthly Allowances/Premiums - one-half (½) the entitlement provided for in Agreement.
14. Pursuant to Article 32 of the Agreement, employees shall continue to be covered by the provisions of the Public Service Superannuation Act. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to paragraph #11 of this Memorandum and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.
 15. In the event one of the participants vacates the job-shared position (eg. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.
 16. If either participant or the Employer wishes to terminate the job-sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.
 17. If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in paragraph #9 of this Memorandum, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original jobsharing arrangement.
 18. An incumbent filling any position temporarily vacated as a result of job sharing will be covered by the collective agreement.
 19. The parties agree that, except for the cost of benefits provided for under this Memorandum and/or the collective agreement, there will be no added cost to the Employer directly resulting from any job-sharing arrangement.

Signed on behalf of the Union;

Greg Blanchard
Greg Blanchard, President

Alfred Acker
Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council

Douglas MacDougall
Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council

Laraine Singler
Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:

Terence R.B. Donahoe
Terence R.B. Donahoe, Q.C.
Chairman of Management Board

Douglas T. Tobin
Douglas T. Tobin, Deputy Minister
Civil Service Commission

George L. Hall
George L. Hall, Executive Director
Civil Service Commission

John Puent
John Puent, Director Staff Relations
Civil Service Commission

Don Nelson
Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

***MEMORANDUM OF AGREEMENT #8**

PREPAID LEAVE PLAN

1. Purpose

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

2. Terms of Reference

(a) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.

(b) A suitable replacement for the employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the collective agreement.

(c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

3. Eligibility

Any permanent employee is eligible to participate in the Plan.

4. Application

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

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

5. Leave

(a) The period of leave will be one (1) year.

(b) On return from leave, the employee will be assigned to his/her same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.

(c) After the leave, the employee is required to return to regular employment with Employer or an employer that participates in the same or a similar salary deferral arrangement for a period that is not less than the period of leave.

6. Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period of leave shall be as follows:

(a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.

(b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for Income taxes, Canada Pension Plan and Unemployment Insurance at that time.

(c) The calculation of Interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a Live (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.

- (d) A yearly statement of the amount Standing in the employee's credit will be sent to the employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33-1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out under 6(e).

7. **Benefits**

- (a) While the employee is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan.
- (b) An employee's benefits will be maintained by the Employer during his/her leave of absence) however, the premium costs of all such benefits shall be paid by the employee during the leave,
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not be enrolled in the Plan.
- (d) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Superannuation deductions shall be made on the salary the employee would have received had he/she not entered the Plan or gone on leave.
- (f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

8. **Withdrawal**

- (a) An employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefor, as soon as possible prior to the commencement of the leave.
- (b) In the event of withdrawal the employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
- (c) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
- (d) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Department of Finance.

9. **Written Contract**

- (a) All employees will be required to sign the approved contract before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the employee and Employer.

Signed on behalf of the Union:

Greg Blanchard
Greg Blanchard, President

Alfred Acker
Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council

Douglas MacDougall
Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council

Laraine Singler
Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:

Terence R.B. Donahoe
Terence R.B. Donahoe, Q.C.
Chairman of Management Board

Douglas T. Tobin
Douglas T. Tobin, Deputy Minister
Civil Service Commission

George L. Hall
George L. Hall, Executive Director
Civil Service Commission

John Puchys
John Puchys, Director Staff Relations
Civil Service Commission

Don Nelson
Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

+MEMORANDUM OF AGREEMENT #9

**PART-TIME EMPLOYEES
CREDIT FOR PRIOR NON-CIVIL SERVICE EMPLOYMENT**

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

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

Signed on behalf of the Unions:

reg Blanchard, President

Alfred Acker
Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council

Douglas MacDougall
Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council

Laraine Singler
Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:

Terence R.B. Donahoe, Q.C.
Chairman of Management Board

Douglas T. Tobin
Douglas T. Tobin, Deputy Minister
Civil Service Commission

George L. Hall
George L. Hall, Executive Director
Civil Service Commission

John Puchy
John Puchy, Director Staff Relations
Civil Service Commission

Don Nelson
Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.

***MEMORANDUM OF AGREEMENT #10**

CONVERSION OF HOURS

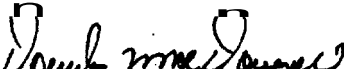
Except as otherwise provided in the Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:

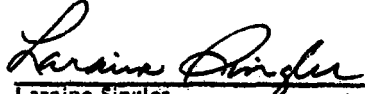
- calculation of service under Article 1.02(b)
- annual vacation entitlement
- vacation, carry over
- paid holidays under Article 18.01
- bereavement leave
- leave for birth of child
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- rest periods

Signed on behalf of the Union:

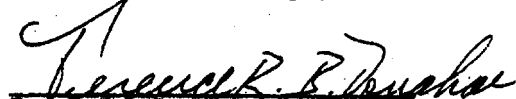

Greg Blanchard, President


Alfred Acker, Chairperson
MOS Bargaining Unit Negotiating Council


Douglas MacDougall, Vice-Chairperson
MOS Bargaining Unit Negotiating Council


Laraine Singler
Administrator/Negotiator

Signed on behalf of the Employer:


Terence R.B. Donahoe, Q.C.
Chairman of Management Board


Douglas T. Tobin, Deputy Minister
Civil Service Commission


George L. Hall, Executive Director
Civil Service Commission


John Puskas, Director Staff Relations
Civil Service Commission


Don Nelson, Staff Relations Officer
Civil Service Commission

Dated at Halifax, Nova Scotia this 15th day of DECEMBER 1989.