



**Agreement**

**between**

**NOVA SCOTIA BUSINESS INCORPORATED**

**and**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

**April 1, 2010 – March 31, 2015**

## Table of Contents

<b>PREAMBLE</b> .....	<b>8</b>
<b>ARTICLE 1 - INTERPRETATION AND DEFINITIONS</b> .....	<b>8</b>
1.01 Definitions.....	8
1.02 Service .....	9
<b>ARTICLE 2 - RECOGNITION</b> .....	<b>9</b>
2.01 Bargaining Agent Recognition.....	9
2.02 No Discrimination for Union Activity .....	9
2.03 No Discrimination .....	9
<b>ARTICLE 3 - APPLICATION</b> .....	<b>9</b>
<b>ARTICLE 4 - FUTURE LEGISLATION</b> .....	<b>9</b>
4.01 Future Legislation.....	9
<b>ARTICLE 5 - MANAGEMENT RIGHTS</b> .....	<b>10</b>
5.01 Management Rights .....	10
5.02 Consistent Application.....	10
5.03 Delegation of Authority .....	10
<b>ARTICLE 6 - RIGHTS AND PROHIBITIONS</b> .....	<b>10</b>
6.01 No Lockout or Strike .....	10
6.02 No Sanction of Strike.....	10
<b>ARTICLE 7 - UNION INFORMATION</b> .....	<b>10</b>
7.01 Bulletin Boards .....	10
7.02 Distribution of Union Literature.....	11
<b>ARTICLE 8 - INFORMATION</b> .....	<b>11</b>
8.01 Copies of Agreement.....	11
8.02 Letter of Appointment .....	11
8.03 Employer to Acquaint New Employees .....	11
8.04 Position Descriptions .....	11
8.05 Bargaining Unit Information.....	11
<b>ARTICLE 9 - APPOINTMENT</b> .....	<b>12</b>
9.01 Probationary Period.....	12
9.02 Confirmation of Permanent Appointment .....	12
9.03 Extension of Probationary Period.....	12
9.04 Termination of Probationary Appointment.....	12
9.05 Term Appointment.....	12
9.06 Termination of Term Appointment.....	12
9.07 Change of Term Status .....	12
9.08 Termination Notice .....	13
9.09 Pay in Lieu of Termination Notice.....	13
9.10 Written Reasons for Termination.....	13
9.11 Permanent Employees Appointed to Term Positions.....	13
<b>ARTICLE 10 - JOB POSTING</b> .....	<b>13</b>
10.01 Job Posting.....	13
10.02 Filling Vacancies .....	14
<b>ARTICLE 11 - CHECKOFF</b> .....	<b>14</b>
11.01 Deduction of Union Dues .....	14
11.02 Notification of Deduction .....	14
11.03 Religious Exclusions .....	14
11.04 Remittance of Union Dues .....	14
11.05 Liability .....	14

<b>ARTICLE 12 - STEWARDS.....</b>	<b>15</b>
12.01 Recognition .....	15
12.02 Notification.....	15
12.03 Servicing of Grievances .....	15
<b>ARTICLE 13 - TIME OFF FOR UNION BUSINESS.....</b>	<b>15</b>
13.01 Leave Without Pay .....	15
13.02 Notification to Employer .....	16
13.03 Annual Meeting .....	16
13.04 Number of Employees Eligible .....	16
13.05 Contract Negotiations.....	16
13.06 Arbitration .....	16
13.07 Grievance Meetings .....	16
13.08 No Loss of Service .....	16
13.09 Full-time President .....	17
<b>ARTICLE 14 - HOURS OF WORK.....</b>	<b>17</b>
14.01 Hours of Work .....	17
14.02 Flexible Working Hours .....	17
14.03 Adjusted Hours of Work .....	17
14.06 Conversion of Hours.....	17
<b>ARTICLE 15 - OVERTIME .....</b>	<b>18</b>
15.01 Definitions.....	18
15.02 Allocation and Notice of Overtime .....	18
15.03 Union Consultation .....	18
15.04 Overtime Compensation.....	19
15.05 Overtime Eligibility.....	19
15.06 Overtime Meal Allowance.....	19
15.07 Advance Notice of Overtime Requirements .....	19
15.08 Overtime on First Day of Rest.....	19
15.09 Overtime on Second Day of Rest.....	19
15.10 Computation of Overtime.....	19
15.11 Compensation for Performing Other Duties .....	20
15.12 Form of Compensation.....	20
15.13 Time Off in Lieu of Overtime.....	20
15.14 No Layoff to Compensate for Overtime .....	20
15.15 Daylight Saving Time .....	20
<b>ARTICLE 16 - STANDBY AND CALLBACK.....</b>	<b>20</b>
16.01 Standby Compensation .....	20
16.02 Employee Availability .....	21
16.03 Failure to Report.....	21
16.04 Callback Compensation .....	21
16.05 Transportation Allowance.....	21
<b>ARTICLE 17 – VACATIONS .....</b>	<b>21</b>
17.01 Annual Vacation Entitlement .....	21
17.02 Vacation Year.....	22
17.03 Authorization .....	22
17.04 Vacation Scheduling.....	22
17.05 Employee Request .....	22
17.06 Unbroken Vacation.....	22
17.07 Vacation Carry Over.....	22
17.08 Accumulative Vacation Carry Over.....	23
17.09 Borrowing of Unearned Vacation Credits .....	23

17.10	Employee Compensation Upon Separation .....	23
17.11	Employer Compensation Upon Separation .....	23
17.12	Vacation Credits Upon Death .....	23
17.13	Vacation Records .....	23
17.14	Recall from Vacation .....	24
17.15	Reimbursement of Expenses upon Recall .....	24
17.16	Reinstatement of Vacation Upon Recall.....	24
17.17	Illness During Vacation.....	24
<b>ARTICLE 18</b>	<b>- HOLIDAYS.....</b>	<b>24</b>
18.01	Paid Holidays .....	24
18.02	Exception.....	25
18.03	Holiday Falling on a Day of Rest .....	25
18.04	Holiday Coinciding with Paid Leave .....	25
18.05	Compensation for Work on a Holiday.....	25
18.06	Overtime on a Holiday .....	26
18.07	Time off In Lieu of Holiday.....	26
<b>ARTICLE 19</b>	<b>- SPECIAL LEAVE.....</b>	<b>26</b>
19.01	Special Leave .....	26
19.02	Bereavement Leave .....	26
19.03	Court Leave .....	27
19.04	Jury Compensation .....	27
19.05	Leave for Family Illness.....	28
19.06	Pregnancy Leave .....	28
19.07	Pregnancy Leave Allowance .....	29
19.08	Parental Leave .....	30
19.09	Adoption Leave .....	32
19.10	Parental and Adoption Leave Allowance.....	32
19.11	Leave for Birth of Child/or Adoption.....	33
19.12	Leave for Emergency .....	33
19.13	Leave for Medical and Dental Appointments.....	34
19.14	Leave for Storms or Hazardous Conditions.....	34
19.15	Leave of Absence for Public Office .....	34
19.16	Military Leave .....	34
19.17	Education Leave.....	35
19.18	Compassionate Leave.....	35
<b>ARTICLE 20</b>	<b>- GROUP INSURANCE.....</b>	<b>35</b>
<b>ARTICLE 21</b>	<b>- SICK LEAVE.....</b>	<b>36</b>
21.01	General Illness Leave Benefit.....	36
21.02	Short-Term Illness Leave Benefit .....	36
21.03	Recurring Disabilities.....	37
21.04	Benefits Not Paid During Certain Periods .....	37
21.05	Benefits/Layoff.....	37
21.06	Long-Term Disability .....	38
21.07	Deemed Salary.....	38
21.08	Proof of Illness.....	38
21.09	Sick Leave Application .....	38
21.10	Workers Compensation .....	38
21.11	Unearned Credits Upon Death .....	38
21.12	Employer Approval .....	39
21.13	Alcoholism and Drug Abuse .....	39
21.14	Alternate Medical Practitioner .....	39

21.15	On-Going Therapy.....	39
<b>ARTICLE 22 - EMPLOYEE FILES .....</b>		<b>39</b>
22.01	Review Personnel File.....	39
22.02	Record of Disciplinary Action.....	39
<b>ARTICLE 23 - EMPLOYEE PERFORMANCE REVIEW.....</b>		<b>40</b>
23.01	Employee Performance Review .....	40
23.02	Notice of Performance Improvement Requirements .....	40
<b>ARTICLE 24 - DISCIPLINE AND DISCHARGE.....</b>		<b>40</b>
24.01	Just Cause .....	40
24.02	Notification.....	40
24.03	Reinstatement .....	40
<b>ARTICLE 25 - NOTICE OF RESIGNATION.....</b>		<b>40</b>
25.01	Notice of Resignation .....	40
25.02	Failure to Give Notice .....	41
25.03	Absence without Permission .....	41
25.04	Withdrawal of Resignation.....	41
<b>ARTICLE 26 - GRIEVANCES .....</b>		<b>41</b>
26.01	Informal Stage .....	41
26.02	Union Approval.....	41
26.03	Grievance Procedure .....	41
26.04	Decision by Employers Designate.....	42
26.05	Union Referral to Arbitration .....	42
26.06	Union Representation.....	42
26.07	Time Limits .....	42
26.08	Amending of Time Limits .....	42
26.09	Policy Grievance .....	42
26.10	Discrimination, Harassment and Workplace Safety .....	42
<b>ARTICLE 27 - ARBITRATION .....</b>		<b>43</b>
27.01	Notification.....	43
27.02	Referral to Arbitration .....	43
27.03	Single Arbitrator.....	43
27.04	Arbitration Board .....	43
27.05	Arbitration Procedure .....	44
27.06	Arbitration Award.....	44
27.07	Arbitration Expenses .....	44
<b>ARTICLE 28 - JOINT CONSULTATION .....</b>		<b>44</b>
<b>ARTICLE 29 - TRAVEL .....</b>		<b>44</b>
29.01	Other Expenses.....	44
29.02	Use of Automobile on Employer Business .....	44
<b>ARTICLE 30 - PUBLIC SERVICE AWARD .....</b>		<b>46</b>
30.01	Public Service Award .....	46
30.02	Entitlement .....	46
30.03	Death Prior to Retirement.....	46
30.04	Trustee .....	46
30.05	Calculation of Award .....	46
<b>ARTICLE 31 - PENSIONS.....</b>		<b>47</b>
<b>ARTICLE 32 - SAFETY AND HEALTH.....</b>		<b>47</b>
32.01	Safety and Health Provisions .....	47
32.02	Occupational Health and Safety Act.....	47
32.03	Joint Occupational Health and Safety Committee .....	47
32.04	First Aid Training .....	47

32.05	First Aid Kits .....	47
32.06	Safety Equipment .....	48
32.07	Right to Refuse Work .....	48
<b>ARTICLE 33 - EMPLOYMENT STABILITY .....</b>		<b>48</b>
33.01	Employment Stability .....	48
33.02	Application .....	48
33.03	Consultation and Retraining .....	48
33.04	Employee Placement Rights .....	48
33.05	Layoff Procedure .....	49
33.06	Seniority .....	49
33.07	Notice of Layoff .....	49
33.08	Pay in Lieu of Notice .....	50
33.09	Recall Procedures .....	50
33.10	Termination of Recall Rights .....	50
33.11	Severance Pay .....	50
33.12	Loss of Seniority .....	51
33.13	No New Employees .....	51
33.14	Contracting Out .....	51
<b>ARTICLE 34 - PAY PROVISIONS .....</b>		<b>52</b>
34.01	Rates of Pay .....	52
34.02	Rate of Pay Upon Appointment .....	52
34.03	Rate of Pay Upon Promotion .....	52
34.04	Rate of Pay Upon Demotion .....	52
34.05	Anniversary Date .....	52
34.06	Salary Increments .....	53
34.07	Notice of Withheld Increment .....	53
34.08	Granting of Withheld Increment .....	53
34.09	Acting Pay .....	53
34.10	Implementation of Negotiated Increases .....	53
<b>ARTICLE 35 - INJURY ON DUTY .....</b>		<b>53</b>
35.01	Reporting of Injuries .....	53
35.02	Injury Pay Provisions .....	54
35.03	Record of Injury .....	54
35.04	Recurring Disability .....	54
35.05	Alternate Medical Practitioner .....	54
<b>ARTICLE 36 - PART-TIME EMPLOYEES .....</b>		<b>54</b>
36.01	Part-Time Employees .....	54
36.02	Service .....	55
36.03	Overtime .....	55
36.04	Group Insurance .....	55
36.05	Superannuation .....	55
<b>ARTICLE 37 - JOB SHARING .....</b>		<b>56</b>
37.01	Existing Employees Only .....	56
37.02	Operational Requirements .....	56
37.03	Qualifications .....	56
37.04	Identification of Job Share .....	56
37.05	Period of Job Share .....	56
37.06	Work Schedule Requirements .....	56
37.07	Service .....	57
37.08	Regular Work Hours .....	57
37.09	Pro-ration of Benefits .....	57

37.10 Pension .....	58
37.11 Termination .....	58
37.12 Notice .....	58
37.13 Extension.....	58
37.14 Filling of Vacancy .....	58
37.15 Costs .....	58
<b>ARTICLE 38 – AMENDMENT .....</b>	<b>58</b>
<b>ARTICLE 39 - POSITION AND SALARY ADJUSTMENTS.....</b>	<b>59</b>
39.01 Position and Salary Adjustments.....	59
<b>ARTICLE 40 - TERM OF AGREEMENT .....</b>	<b>59</b>
40.01 Duration and Renewal.....	59
40.02 Effective Date of Agreement .....	59
40.03 Retroactive Pay For Terminated Employees.....	59
<b>Schedule "A" .....</b>	<b>60</b>
<b>NSBI RATES OF PAY (BI-WEEKLY RATES) .....</b>	<b>60</b>
<b>EFFECTIVE FROM APRIL 1, 2010 – MARCH 31, 2013 .....</b>	<b>60</b>
<b>Schedule "A" .....</b>	<b>62</b>
<b>NSBI RATES OF PAY (BI-WEEKLY RATES) .....</b>	<b>62</b>
<b>EFFECTIVE FROM APRIL 1, 2013 – MARCH 31, 2015 .....</b>	<b>62</b>

## **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, and to promote the well-being and the increased productivity of its employees; 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.

## **ARTICLE 1 - INTERPRETATION AND DEFINITIONS**

### **1.01 Definitions**

For the purpose of this Agreement:

- (1) Bargaining Unit means all the probationary, permanent, and term employees of the Employer except those employees 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 bargaining unit.
- (4) "Employer" means Nova Scotia Business Incorporated.
- (5) "Holiday" means the twenty-four (24) hour period commencing at 12:01 am of a holiday designated 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 Employer to continue to employ a number of employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (8) "Spouse" includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (9) "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 Employer to agree to terms or conditions of employment or to aid other employees in compelling their Employer to agree to terms or conditions of employment.
- (10) "Union" means the Nova Scotia Government & General Employees Union.



## **1.02 Service**

For the purpose of this Agreement, "service" means:

- (a) Total accumulated months of employment for employees where appointments have been made by the Employer;
- (b) (i) Notwithstanding 1.02(a), except as otherwise provided in this agreement, one month of service related benefits shall be credited to an employee who receives salary for more than 10 days during that calendar month.  
  
(ii) For the purposes of Article 1.02(b)(i) service related benefits are vacation, sick leave, Public Service Award, and severance.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees of the Employer in the bargaining unit.

### **2.02 No Discrimination for Union Activity**

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

### **2.03 No Discrimination**

Neither the Employer, the Union, nor any person acting on their behalf, shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.

## **ARTICLE 3 - APPLICATION**

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

## **ARTICLE 4 - FUTURE LEGISLATION**

### **4.01 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.

**ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01 Management Rights**

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

**5.02 Consistent Application**

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

**5.03 Delegation of Authority**

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

**ARTICLE 6 - RIGHTS AND PROHIBITIONS**

**6.01 No Lockout or Strike**

The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.

**6.02 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 this Agreement during the term of this Agreement.

**ARTICLE 7 - UNION INFORMATION**

**7.01 Bulletin Boards**

The Employer will provide, upon request by the Union, adequate and visible bulletin board space in each work area for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs. The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards, and the parties shall then endeavour to achieve a mutually satisfactory resolution, and such matters shall not be the subject of a grievance.

## **7.02 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 8 - INFORMATION**

### **8.01 Copies of Agreement**

The Employer agrees to supply each employee with a copy of the Agreement as soon as practicable after signing.

### **8.02 Letter of Appointment**

An employee, upon hiring, shall be provided with a statement which includes position title, employment status and applicable rate of pay. In the case of a part-time employee, it will include a designation as to the percentage of full-time hours.

### **8.03 Employer to Acquaint New Employees**

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

### **8.04 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.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years.
- (c) All position descriptions shall be signed by the Employer and copies shall be forwarded to the Union.

### **8.05 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 for collective bargaining purposes.

## ARTICLE 9 - APPOINTMENT

### 9.01 Probationary Period

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

### 9.02 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, except as provided in Article 9.03, confirm the appointment on a permanent basis.

### 9.03 Extension of Probationary Period

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six (6) months.
- (b) When an employee's probationary appointment is to be extended as provided in Article 9.03(a), the Employer shall notify the employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension.

### 9.04 Termination of Probationary Appointment

The Employer may terminate a probationary appointment at any time.

### 9.05 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.

### 9.06 Termination of Term Appointment

The Employer may terminate a term appointment at any time.

### 9.07 Change of Term Status

- (a) The Employer may change the status of an employee appointed under the provisions of Article 9.05 to probationary, permanent or temporary.
- (b) In the event that the Employer determines that there is an ongoing need to fill a position to which an employee is appointed on a term basis, the Employer may change the status of the employee appointed to that position from term to permanent without posting, provided the employee has been employed on a term basis for at least twelve (12) months.

- (c) 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 Employer.

**9.08 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 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.

**9.09 Pay in Lieu of Termination Notice**

Where less notice in writing is given than provided for, an employee terminated in accordance with the provisions of Article 9.08, shall continue to receive his/her pay for the number of days prior to the date of termination.

**9.10 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/she so requests, within the period of notice pursuant to Article 9.08.

**9.11 Permanent Employees Appointed to Term Positions**

- a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to their original position. Such employees shall be entitled to ten (10) days written notice in the event there is to be an earlier expiry date of the term appointments.
- b) Permanent employees who occupy term positions and remain in the same term position for more than twenty-four (24) consecutive months or where the initial term appointment is renewed resulting in more than twenty-four (24) consecutive months, or where the job is determined permanent prior to 24 months, and where there is no present incumbent, shall have the right to remain in that position permanently or return to their original position unless otherwise agreed to by the parties.

**ARTICLE 10 - JOB POSTING**

**10.01 Job Posting**

- (a) When a new position or vacancy in the bargaining unit is to be filled by job posting, 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.

- (b) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. The Employer reserves the right to post simultaneously such positions internally and externally.
- (c) Where no bargaining unit applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.

**10.02 Filling Vacancies**

Where it is the opinion of the Employer that:

- (a) A vacancy can be filled from within, and
- (b) Two or more applicants are qualified, and
- (c) Those applicants are of equal merit,

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

**ARTICLE 11 - CHECKOFF**

**11.01 Deduction of Union Dues**

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues or assessments from the bi-weekly pay of all employees in the bargaining unit.

**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/she 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/her 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.

## ARTICLE 12 - STEWARDS

### 12.01 Recognition

The Employer acknowledges the right of the Union to appoint an employee as Steward.

### 12.02 Notification

(a) The Union agrees to provide the Employer with the name of the employee designated as Steward.

### 12.03 Servicing of Grievances

It is understood that the Steward 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, the Steward will not leave the job 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/her position.

## ARTICLE 13 - TIME OFF FOR UNION BUSINESS

### 13.01 Leave Without Pay

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

- (i) Members of the Board of Directors of the Union for the attendance at Board meetings;
- (ii) Members of the Union Negotiating Committee of the Union for the attendance at Committee Meetings;
- (iii) Delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
- (iv) Members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (v) Members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

Such permission shall not be unreasonably withheld.

(b) Special leaves without pay shall be granted to employees who are selected or appointed to attend Union educational programs or to work as replacements for Union staff on a relief basis and for such other purposes as may be agreed to by the Employer, provided that operational requirements permit and on reasonable notice.

Such permission shall not be unreasonably withheld.

### **13.02 Notification to Employer**

The Union shall notify the Employer of the names of the members of the Board of Directors and Union Negotiating Committee.

### **13.03 Annual Meeting**

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

### **13.04 Number of Employees Eligible**

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

### **13.05 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

### **13.06 Arbitration**

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

- (a) Called as a witness by an Arbitration Board;
- (b) Meeting with management in Joint Consultation described in Article 28.

### **13.07 Grievance Meetings**

Where operational requirements permit and with reasonable notice, the Employer shall grant leave with pay at straight time to an employee for the purpose of attending the grievance meetings with the Employer.

### **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)(i).



**13.09 Full-time President**

Leave of absence without pay for the full-time President of the Union shall not be unreasonably denied.

**ARTICLE 14 - HOURS OF WORK**

**14.01 Hours of Work**

- a) The hours of work shall be thirty-five (35) hours per week exclusive of a meal break.
- b) Employees are entitled to one (1) hour lunch period.
- c) Employees are entitled to a fifteen (15) minute break period in the morning and afternoon.

**14.02 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 the unit have requested and wish to participate in such a schedule.

**14.03 Adjusted Hours of Work**

The employer agrees to consider written requests by an Employee or employees to adjust hours of work. The Employer may approve such written requests if satisfied that the proposed hours of work will allow for provision of satisfactory service, is not operationally impractical, or does not result in additional costs to the Employer.

**14.04** All adjusted hours of work arrangements shall be subject to annual review and approval as of March 1<sup>st</sup> each year.

**14.05** Notwithstanding the provisions of Article 14.03 and 14.04, the Employer may direct a change in Adjusted Hours of Work schedules at any time due to operational requirements.

**14.06 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 position:

- Calculation of service under Article 1.02(b)
- Annual vacation entitlement
- Vacation carry over
- Paid holidays under Article 18.01
- Bereavement leave

- Leave for family illness
- Leave for emergency
- Leave for medical/dental appointments
- Sick leave
- Acting pay qualifying period
- Rest periods

## **ARTICLE 15 - OVERTIME**

### **15.01 Definitions**

In this Article and Article 18:

- (a) "Overtime" means authorized work in excess of an employee's regular work day or regular work week.
- (b) "Time and one-half" means one and one-half (1/2) times the straight time rate calculated by the formula:

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

where the employee's normal work week consists of thirty-five (35) hours exclusive of meal break.

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

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

where the employee's normal work week consists of thirty-five (35) hours exclusive of meal break.

### **15.02 Allocation and Notice of Overtime**

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

- (a) Allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) 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/her representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

**15.04 Overtime Compensation**

Subject to Article 15.05, an employee is entitled to time and one half (1/2) compensation for each hour of overtime worked by him/her.

**15.05 Overtime Eligibility**

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

**15.06 Overtime Meal Allowance**

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

**\$10.00**

except where free meals are provided.

**15.07 Advance Notice of Overtime Requirements**

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

**15.08 Overtime on First Day of Rest**

An employee who is required to work overtime on his/her first 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/her second day or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive or 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 (1/2) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

**15.11 Compensation for Performing Other Duties**

When an employee is required to work overtime and during the overtime hours performs duties other than the duties of his/her regular position, he/she will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime period, but will in no case be paid a rate lower than his/her applicable overtime rate.

**15.12 Form of Compensation**

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

**15.13 Time Off in Lieu of Overtime**

- (a) Where time off with pay in lieu of overtime hours 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.
- (b) Where operational requirements permit, the Employer may authorize an extension of time limits provided in (a) above.

**15.14 No Layoff to Compensate for Overtime**

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 14, in order to equalize any overtime worked.

**15.15 Daylight Saving Time**

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the employees completing their shift and those commencing their shift.

**ARTICLE 16 - STANDBY AND CALLBACK**

**16.01 Standby Compensation**

Employees who are required by the Employer to standby shall receive standby pay for each standby period of eight (8) hours or less in accordance with the following:

**Regular Rate, Non Holiday**

Effective April 1, 2010	\$16.37
Effective April 1, 2011	\$16.54
Effective April 1, 2012	\$16.87
Effective April 1, 2013	\$17.29
Effective April 1, 2014	\$17.81

**Holiday Rate**

Effective April 1, 2010	\$32.72
Effective April 1, 2011	\$33.05
Effective April 1, 2012	\$33.71
Effective April 1, 2013	\$34.56
Effective April 1, 2014	\$35.59

**16.02 Employee Availability**

An employee designated for standby duty shall be available during his/her 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**

- a) An employee who is called back to work and who reports for work shall be compensated, for a minimum of four (4) hours at a straight time rate for the period worked or the applicable overtime, rate whichever is greater.
- b) The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours 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 \$7.92 per call.

**ARTICLE 17 – VACATIONS**

**17.01 Annual Vacation Entitlement**

Effective April 1, 2013, an employee shall be entitled to receive annual vacation with pay:

- (a) Each year during the first sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; three weeks during first five (5) years of service.
- (b) Each year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after five (5) years of service.

- (c) Each year after one-hundred and eighty (180) months or of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after fifteen (15) years of service.
- (d) Each year after two hundred and eighty-eight (288) months, of service at the rate of two and one-half (2 1/2) days for each month of service; six (6) weeks after twenty four (24) years of service.

**17.02 Vacation Year**

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

**17.03 Authorization**

**Subject to operational requirements**, an employee shall be granted vacation leave at such time during the year as the Employer determines.

**17.04 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 Employer or delegated official in writing-of his/her vacation preference at least 15 days prior to the proposed start date of the vacation leave. The Employer will respond in writing within 5 days of receiving the request.
- (b) By mutual agreement between the Employer and employee, vacation days may be granted at times other than scheduled in accordance with this Article. When more than one employee wishes to take vacation under this paragraph, such vacation shall be offered to employees on a work unit by length of service.

**17.05 Employee Request**

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

**17.06 Unbroken Vacation**

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

**17.07 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 Employer, 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 Employer not later than February 28 of the year in which the vacation is earned, provided however, that the Employer may accept a shorter period of notice of the request. The Employer 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.

#### **17.08 Accumulative Vacation Carry Over**

- (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of twenty (20) days if, in the opinion of the Employer, it will not interfere with the efficient operation of the Employer.
- (b) The scheduling of any vacation carryover accumulated pursuant to 17.08(a) is subject to authorization and scheduling in accordance with Article 17.03, Article 17.04, Article 17.05 and Article 17.06.

#### **17.09 Borrowing of Unearned Vacation Credits**

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

#### **17.10 Employee Compensation Upon Separation**

An employee, upon his/her separation from employment, shall be compensated for vacation leave to which he/she is entitled.

#### **17.11 Employer Compensation Upon Separation**

An employee, upon his/her separation from employment, shall compensate the Employer for vacation which was taken but to which he/she was not entitled.

#### **17.12 Vacation Credits Upon Death**

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

#### **17.13 Vacation Records**

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

**17.14 Recall from Vacation**

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

**17.15 Reimbursement of Expenses upon Recall**

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, subject to the provisions of Article 29 that he/she incurs:

- (a) In proceeding to his/her place of duty; and
- (b) In returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.
- (c) The employee will be reimbursed for any prepaid expenses associated with his/her vacation resulting from the cancellation of a scheduled vacation upon recall from vacation.

**17.16 Reinstatement of Vacation Upon Recall**

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.14 and 17.15, shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

**17.17 Illness During Vacation**

If an employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and his/her 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
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day



- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas 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, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) One-half (1/2) day on Christmas Eve Day beginning at 12:00 noon
- (m) Any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

**18.02 Exception**

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

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

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

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

**18.04 Holiday Coinciding with Paid Leave**

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

**18.05 Compensation for Work on a Holiday**

Where an employee is regularly scheduled to work and his/her regularly scheduled day of work falls on a paid holiday, as defined in Article 18.01, he/she shall receive compensation equal to two and one-half (2 1/2) times his/her regular rate as follows:

- (a) Compensation at one and one-half (1 1/2) times his/her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
- (b) Time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

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

#### **18.06 Overtime on a Holiday**

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

- (a) Compensation at two (2) times his/her regular rate, including the holiday pay, for the hours worked on the holiday; and
- (b) Time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

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

#### **18.07 Time off In Lieu of Holiday**

In no case shall the total time off in lieu of the holiday referred to in 18.05(b), 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 specified herein, for such period as it deems circumstances warrant.

#### **19.02 Bereavement Leave**

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

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

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

- (b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (c) The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Supervisor.
- (d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to 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:

- (a) To serve on a jury; or
- (b) By subpoena or summons to attend as a witness in any proceeding held:
  - (i) In or under the authority of a court; or
  - (ii) 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
  - (iii) Before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Where an employee notifies the Employer in advance, where possible, that he/she is required to serve pursuant to Article 19.03(b), as a result of the functions he/she fulfills on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked. Compensation shall be in the form of time off with pay on an hour for hour basis to be taken at a time mutually acceptable between the Employer and the employee.

### **19.04 Jury Compensation**

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

### **19.05 Leave for Family Illness**

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, parent, brother, sister, aunt, uncle (whether or not living with the employee), or relative who permanently resides with the employee or with whom the employee permanently resides, employee may be granted, after notifying his/her Employer, leave with pay up to a maximum of five (5) days per annum. The Employer may require proof of the need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

### **19.06 Pregnancy Leave**

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request, and the employee shall then provide, a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 19.06 (d).
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates she will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 19.06 (f) may be amended by the employee by:
  - (i) Changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
  - (ii) Changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
  - (iii) Adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) Where notice as required under Article 19.06 (g) is not possible, the employee shall give the Employer as much notice as reasonably practicable of:

- (i) The date the employee will begin the pregnancy leave where she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
- (ii) The delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 19.06 (d), 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.
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 19.06, the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (k) While an employee is on pregnancy 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 pregnancy leave.
- (l) While on pregnancy 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 pregnancy 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 pregnancy 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) calendar days or more during the first and last calendar months of the pregnancy leave granted under Article 19.06.
- (m) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 19.06 may be granted in accordance with the provisions of Article 21.

#### **19.07 Pregnancy Leave Allowance**

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

- (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (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 five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (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 E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's position.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources and Social Development Canada, where her annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

## **19.08 Parental Leave**

- (a) Parental Leave  
Subject to 19.07 (b)(ii) an employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice in accordance with the provisions of Article 19.06 (g) or (h).
- (b) Parental Leave following Pregnancy Leave
- For an employee who has taken pregnancy leave pursuant to Article 19.06-and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, Parental Leave shall:

- (i) Begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
  - (ii) End not later than thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 19.06.
- (c) Parental Leave other than in Article 19.06 (b)  
For an employee other than one to whom Article 19.06 (b) applies, Parental Leave shall:
- (i) Begin on a date coinciding with or after the birth of the child or children; and
  - (ii) End not later than fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
- (d) The Employer may require an employee who takes Parental Leave pursuant to Article 19.06 (c) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 19.06 (b) or (c), the employee shall resume work in the same position he/she held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- (f) While an employee is on Parental 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 Parental Leave.
- (g) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave, and his/her service and seniority shall be deemed to be continuous. However, service accumulated during Parental 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 Parental 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) calendar days or more during the first and last calendar months of the Parental Leave granted under Article 19.06.
- (h) Where an employee has commenced the Parental Leave pursuant to this Article and the child to whom the Parental Leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Employer at least two (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

### **19.09 Adoption Leave**

- (a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 19.09 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption Leave:
  - (i) May begin, in the case of international adoption, upon the arrival of the Employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and
  - (ii) Shall end not later than fifty-two (52) weeks after the start date of the adoption leave under (i).
- (d) Where an employee reports for work upon the expiration of the period referred to in Article 19.09 (c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- (e) While an employee is on Adoption 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 Adoption Leave.
- (f) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption 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 the Adoption 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) calendar days or more during the first and last calendar months of the Adoption Leave granted under Article 19.09.

### **19.10 Parental and Adoption Leave Allowance**

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to Section 23 of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.



- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
- (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his 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 ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) 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/his position on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's position.
- 1) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
  - 2) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources and Social Development Canada where her/his annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the Employment Insurance Act.

#### **19.11 Leave for Birth of Child/or Adoption**

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) full shift. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) full shift special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this Agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) full shift.

#### **19.12 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/her personal attention resulting from an emergency, which cannot be serviced by others or attended to by the employee at a time when he/she is normally off duty.

### **19.13 Leave for Medical and Dental Appointments**

Employees shall be allowed paid leave of absence up to **four (4) days, or twenty eight (28) hours**, per annum in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

### **19.14 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:
  - (i) Made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (ii) Charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
  - (iii) Otherwise deemed to be leave without pay.
  - (iv) Notwithstanding 19.14(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 19.14(a)(i), (ii) or (iii), 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.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 19.14 (a) (i), (ii), or (iii).
- (c) In the event that the Employer closes the worksite due to storms or hazardous conditions, an employee at work or scheduled to work that day will be given leave with pay for his/her scheduled hours, unless the employee is required to work.
- (d) Decisions by the Employer in regard to the application of Article 19.14 (b) or (c) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.

### **19.15 Leave of Absence for Public Office**

Requests for Leave of Absence without Pay for elected public office will not be unreasonably denied.

### **19.16 Military Leave**

Requests for Leave of Absence without Pay for military purposes will not be unreasonably denied.

### **19.17 Education Leave**

- (a) The Employer agrees to be consistent in its application and administration of educational leave as provided for in the Training and Development Policy 3-1.
- (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.

### **19.18 Compassionate Leave**

- (a) The Employer may grant leave without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member as defined in the Labour Standards Code under Section 60E(1)(a)(b).
- (b) The employee will provide the Employer with a certificate from a legally qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks.
- (c) The leave of absence may only be taken during the period
  - (i) that begins with
    - (1) The first day of the week in which the certificate is issued,
    - (2) Where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and that ends with the last day of the week in which either of the following occurs;
    - (3) The family member dies, or
    - (4) The expiration of twenty-six weeks following the first day of the week referred to in clause (a)
- (d) A leave of absence under this Article may only be taken in period of not less than one weeks duration.
- (e) While an employee is on compassionate 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 compassionate leave.
- (f) An employee returning to work following leave as provided herein shall resume work in the same position held by the employee prior to the commencement of the leave, with no loss of benefits accrued to the date of commencement of the leave.

## **ARTICLE 20 - GROUP INSURANCE**

- (a) The Employer will continue to participate with employees in the provision of group life and health plans unless amended by mutual consent.

- (b) The Employer will pay 65% of the premium cost for all employees covered by the health plan unless amended by mutual consent.
- (c) The Employer will pay 50% of the premium cost for all employees covered by the basic group assurance plan unless amended by mutual consent.

## **ARTICLE 21 - SICK LEAVE**

### **21.01 General Illness Leave Benefit**

- (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 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.

### **21.02 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, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
  - (i) For employees with less than one (1) year of 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;
  - (ii) For employees with one (1) or more years of 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;
  - (iii) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (1/2) day sick leave bank deduction per day of top-up.
- (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 21.02(a) applicable during the year in which the short-term illness commenced.

### **21.03 Recurring Disabilities**

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) 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 21.02(a).
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) 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 21.02.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) 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 21.02.
- (d) The provisions of Article 21.03(b) 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 21.02 (a). Trial periods shall be as determined by the parties, but in no case shall the trial period exceed three (3) months.

### **21.04 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 21.05.

### **21.05 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 34.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 21 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 21.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

**21.06 Long-Term Disability**

The Employees shall be eligible to participate in the Nova Scotia Public Service Long Term Disability Plan in accordance with the participation agreement between the Employer and the Nova Scotia Public Service Long Term Disability Plan Board of Trustees. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan. Exclusive jurisdiction with respect to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund. The terms and conditions of the Long Term Disability Plan are subject to modification from time to time during the term of the collective agreement.

**21.07 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 21 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

**21.08 Proof of Illness**

An employee may be required by the Employer 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.

**21.09 Sick Leave Application**

Application for sick leave for a period of more than five (5) consecutive days shall be supported by a certificate from a medical practitioner.

**21.10 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.

**21.11 Unearned Credits Upon Death**

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

**21.12 Employer Approval**

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

**21.13 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 in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

**21.14 Alternate Medical Practitioner**

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

**21.15 On-Going Therapy**

Employees who are participating in a scheduled on-going series of treatments or therapy ordered by a physician 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 days.

**ARTICLE 22 - EMPLOYEE FILES**

**22.01 Review Personnel File**

An employee shall be entitled to review their Personnel File upon providing reasonable notice to the Employer. Subject to the Employer's written authorization, the Employer shall permit a Union representative to accompany the employee for the purpose of the Personnel File review.

**22.02 Record of Disciplinary Action**

- (a) 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.
- (b) Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 23 - EMPLOYEE PERFORMANCE REVIEW**

### **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. An employee shall be entitled to a minimum of forty-eight (48) hours to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

### **23.02 Notice of Performance Improvement Requirements**

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

## **ARTICLE 24 - DISCIPLINE AND DISCHARGE**

### **24.01 Just Cause**

No employee who has completed his/her 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 Employer shall, within ten (10) days of the suspension, or discharge, notify the employee in writing by registered mail or by personal service stating the reason for the suspension, or discharge.
- (b) The Employer will notify the Union when an employee is suspended or discharged.

### **24.03 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/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. One of the benefits he/she shall not lose is his/her regular pay during the period of suspension or discharge which shall be paid to him/her 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/her employment, he/she shall forward a letter of



resignation to the Employer not less than ten (10) days prior to the effective date of termination, provided however that the Employer 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/she absents himself/herself without leave, and shall have deducted from monies owed him/her by the Employer, a sum equivalent to the salary payable to him/her for the period of notice which he/she failed to work.

**25.03 Absence without Permission**

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

**25.04 Withdrawal of Resignation**

An employee, who has terminated his /her employment through resignation, may withdraw his/her resignation within two (2) working days of the time it has been acknowledged by the Employer pursuant to Article 25.01.

**ARTICLE 26 - GRIEVANCES**

**26.01 Informal Stage**

- (a) An employee(s) who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his/her immediate supervisor no later than fifteen (15 days) after the date on which he/she became aware of the action or circumstance. The employee(s) may have the Steward present if so desired.
- (b) The supervisor shall answer the dispute within two (2) working days of the discussions unless the Union agrees to extend this time limit.

**26.02 Union Approval**

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

**26.03 Grievance Procedure**

The following grievance procedure shall apply:

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor at the informal stage, the employee(s) may within ten (10) days of having received the supervisor's answer, present the grievance in writing either by personal service or by registered or certified mail to the Employer's Designate. The Employer's Designate shall reply to the grievance in writing within fifteen (15) days from the date the grievance was presented to him/her.

**26.04 Decision by Employers Designate**

The decision given by the Employer's designate 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 arbitration.

**26.05 Union Referral to Arbitration**

Failing satisfactory resolution or upon expiration of the fifteen (15) day period referred to in the grievance procedure, the Union may within **sixty (60)** calendar days refer the grievance to arbitration.

**26.06 Union Representation**

In any case where the employee(s) presents his/her 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 shall be discussed with the Employer, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be referred to Arbitration. This section shall not apply in cases of individual grievances.

**26.10 Discrimination, Harassment and Workplace Safety**

The parties are committed to a healthy, safe and supportive workplace and are committed to provide a work environment that values diversity and treats all persons with respect and dignity.

The parties are committed to a workplace free from the following:

- 1) Discrimination contrary to the law or to this agreement;
- 2) Harassment or bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by his or her supervisor or manager.

Where, within twenty-five (25) work days of becoming aware of a workplace issue as described herein, an employee refers the matter to a process other than the grievance procedure, and if the employee subsequently chooses to initiate a grievance, the grievance shall be filed no later than twenty-five (25) work days after the date on which he/she became aware of the outcome of the process. Nothing herein is intended to alter time lines set out in any process outside of this Collective Agreement.

## **ARTICLE 27 - ARBITRATION**

### **27.01 Notification**

Either of the parties may, after exhausting the grievance procedure in Article 26, notify the other party within **sixty (60)** calendar days of the receipt of the reply pursuant to Article 26.03 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Collective Agreement.

### **27.02 Referral to Arbitration**

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

### **27.03 Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 26, the appointment shall be made by the Minister of Environment and Labour for Nova Scotia.

### **27.04 Arbitration Board**

If the grievance is to be heard by a three member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 26. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Environment and Labour for Nova Scotia shall appoint the chair.

**27.05 Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision within 30 days of the conclusion of the hearing.

**27.06 Arbitration Award**

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

**27.07 Arbitration Expenses**

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

**ARTICLE 28 - JOINT CONSULTATION**

The parties recognize the benefit of discussing matters of mutual interest.

**ARTICLE 29 - TRAVEL**

The employer agrees to apply the travel policies in effect on the date of signing.

**29.01 Other Expenses**

Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval as per applicable NSBI policies.

**29.02 Use of Automobile on Employer Business**

- (a) The Employer has the sole right to determine which employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.
- (b) Prior to the beginning of each fiscal year the Employer shall determine which employees or classes of employees shall be eligible to opt for either one of the two existing methods of payment.
- (c) 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.
- (d) 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) calendar days to opt for his/her preferred method of mileage remuneration.

- (e) 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.
- (f) The Employer shall take such matters as follows into consideration when determining eligibility for monthly allowance:
  - (i) Nature of function performed;
  - (ii) Can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
  - (iii) Does the employee have control over the demand for transportation, for example, in areas of personal service protection, etc.;
  - (iv) The normal amounts of mileage traveled by an incumbent in this position in the previous fiscal year;
  - (v) The incidence of usage.
- (g) 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:
  - (i) Is on vacation;
  - (ii) Has been granted special leave with pay for a period of thirty (30) calendar days or less;
  - (iii) Has been granted sick leave for a period of thirty (30) calendar days or less;
  - (iv) 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.
- (h)
  - (i) 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.
  - (ii) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months' notice of the end of the requirement.

## ARTICLE 30 - PUBLIC SERVICE AWARD

### 30.01 Public Service Award

- (a) An employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty six (26) years. The amount 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:

$$\underline{\text{Annual Salary}} = 1 \text{ week}$$

### 30.02 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 is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.
- (c) An employee who resigns in accordance with the provisions of Article 34 is not entitled to a Public Service Award.

### 30.03 Death Prior to Retirement

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

- (a) To his/her beneficiary under the Group Life Insurance Policy, or,
- (b) To his/her estate if there is no such beneficiary.

### 30.04 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/her 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.

### 30.05 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/her employment or the salary used in the calculation of a pension under the *Public Service Superannuation Act*, whichever is greater.

## **ARTICLE 31 - PENSIONS**

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

## **ARTICLE 32 - SAFETY AND HEALTH**

### **32.01 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.

### **32.02 Occupational Health and Safety Act**

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

### **32.03 Joint Occupational Health and Safety Committee**

- (a) The Employer agrees to the establishment of a Joint Health and Safety Committee comprised of equal representation of the Union and the Employer.
- (a) The Joint Committee will be chaired as agreed to by the Committee, Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. The chairperson will sign the minutes and any dispute arising from the minutes will be reviewed at a subsequent meeting.

### **32.04 First Aid Training**

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

### **32.05 First Aid Kits**

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

### **32.06 Safety Equipment**

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

### **32.07 Right to Refuse Work**

Any employee may exercise his/her right to refuse work in accordance with the provisions of the *Occupational Health & Safety Act*.

## **ARTICLE 33 - EMPLOYMENT STABILITY**

### **33.01 Employment Stability**

An employee(s) may be laid off because of technological change, shortage of work or funds, the reorganization or discontinuance of a function, or due to contracting out.

### **33.02 Application**

For the purpose of this Article, employee means a permanent or term employee with (3) three or more years of service.

### **33.03 Consultation and Retraining**

- (a) Where employee(s) are to be laid off, the employer will advise and consult with the union as soon as the change appears probable, with a view to minimizing adverse effects on employees.
- (b) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.

### **33.04 Employee Placement Rights**

- (a) Provided that ability, skills and qualifications are sufficient to perform the job, an employee whose position has become redundant shall have the right to be placed in the following sequence:
  - (i) A vacancy with the same position title;
  - (ii) If a vacancy is not available under (i) above, then any bargaining unit vacancy for which the employee is qualified.

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

- (b) An employee shall have a maximum of (2) two full days to exercise placement rights under this Article.



- (c) Where a vacancy exists which has a higher maximum salary than that of the employees position, the vacancy shall be posted as agreed between the parties provided the resulting vacancy shall be posted as per Article 10.
- (d) A permanent employee who is placed in a term position shall retain their status as a permanent employee.
- (e) An employee placed or recalled to a vacancy which has a lower maximum rate of pay than that applicable to the employee's position, shall be paid the maximum rate of pay of the lower position.
- (f) An employee who chooses placement rights pursuant to Article 34.07 may elect to accept layoff or be placed on the recall list or to resign with severance pay.

### **33.05 Layoff Procedure**

Provided that ability, skills and qualifications are sufficient to perform the job, where the layoff of a bargaining unit employee is necessary, employees shall be laid off in reverse order of seniority.

### **33.06 Seniority**

- (a) Seniority shall be defined as:
  - (i) For employees who's employment with NSBI was as a "designated person" under the *Nova Scotia Business Incorporated Act*, their last date of hire in the Nova Scotia Civil Service;
  - (ii) For all other employees, their last date of hire by Nova Scotia Business Inc.
- (b) The Employer agrees to provide the Union with seniority lists within thirty (30) days of a request to do so and annually on April 1st, or as otherwise mutually agreed.

### **33.07 Notice of Layoff**

- (a) Forty (40) days' notice of layoff shall be provided by the employer to the union and the employee(s) who is to be laid off.
- (b) Notices pursuant to this Article shall include the effective date of lay off and the reasons therefore;
- (c) An employee in receipt of layoff notice shall be entitled to exercise one of the following options:
  - (i) To exercise placement rights in accordance with Article 34.04;
  - (ii) To accept layoff and be entitled to the recall procedures in Article 34.09.
  - (iii) To resign with severance pay in accordance with Article 34.11

An employee who intends to exercise placement rights pursuant to (c) (i) above, will

indicate such intent within (5) five full days following receipt of the layoff notice. If the employee does not indicate such intent within this period, they will be deemed to have opted to accept layoff in accordance with (c) (ii) above.

### **33.08 Pay in Lieu of Notice**

Where notice required by Article 34.07 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled. Pay-in-lieu in this article includes coverage for all of the benefits which are associated with the position over the period of notice to which the payment relates.

### **33.09 Recall Procedures**

- (a) Employees who are laid off shall be placed on a recall list.
- (b) Provided that ability, skills and qualifications are sufficient to perform the job employees placed on the recall list shall be recalled by order of seniority to any vacant bargaining unit position for which the employee is deemed to be qualified.
- (c) The employer shall give notice 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 (2) two weeks of notice of recall unless on reasonable grounds they are unable to do so. An employee who has been given notice of recall may refuse to exercise such right without jeopardizing the right of any future recall except in the case of recall to the employees same position in which case they will be struck from the recall list. However, an employee's refusal to accept recall to their same position as at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which they are employed elsewhere.
- (e) Employees on the recall list shall be given first option of filling vacancies normally filled by casual workers, provided that ability, skills and qualifications are sufficient to perform the job. A permanent employee who accepts such casual work retains their permanent status and shall remain on the recall list.

### **33.10 Termination of Recall Rights**

The layoff shall be a termination of employment and recall rights shall lapse if the recall lasts more than (21) twenty one consecutive months without recall.

### **33.11 Severance Pay**

- (a) At the end of the (21) twenty one month period referred to in 34.10 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 equal to three (3) weeks' pay for every year of service to a maximum of fifty-two (52) weeks' pay

and for a minimum of four (4) weeks' pay. Where there is a partial year of service, the severance payment will be prorated on the basis of number of months of service.

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

### **33.12 Loss of Seniority**

An employee shall lose seniority and shall be deemed to have terminated their bargaining unit position 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 34.09(d)
- (d) The employee is laid off for more than (21) twenty one consecutive months without recall.

### **33.13 No New Employees**

No new employees 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, provided that ability, skills and qualifications are sufficient to perform the job.

### **33.14 Contracting Out**

- (a) The Employer shall consult with the union at least three (3) months before the proposed contracting out of work to discuss options for employees whose work is to be contracted out.
- (b) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the Employer. Such employees, who subsequently are terminated or who resign employment with the contractor, within twelve (12) months of the commencement of their employment with the contractor shall, on application to the Employer and subject to verification of their employment status with the contractor, be placed on the recall list for a twelve (12) month period. Employees placed on the recall list pursuant to this Article shall have seniority reinstated and be otherwise treated as though there had been no employment break. For greater clarity such employees shall be eligible for severance payment if they resign or if they are not recalled to employment during the twelve (12) month recall period. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the Collective Agreement.

## ARTICLE 34 - PAY PROVISIONS

### 34.01 Rates of Pay

The rates of pay as set out in **Schedule A (attached)** for the bargaining unit shall form part of this Agreement.

### 34.02 Rate of Pay Upon Appointment

The rate of compensation of the person upon appointment to a position with the Employer shall be the minimum rate prescribed for the position to which he/she is appointed. 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 position 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.

### 34.03 Rate of Pay Upon Promotion

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 position, whichever is greater, than that received by the employee before the promotion. The rate of compensation of an employee upon promotion to a position may be at a rate higher than prescribed if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position or if the person to be promoted to the position has qualifications in excess of the minimum requirements of the position.

### 34.04 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.

### 34.05 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 (5) working days of the month in which he/she 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 appointed to a new position, at which time the date of the appointment becomes his/her 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.

#### **34.06 Salary Increments**

The Employer 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 35.05 or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 35.03 or 35.04.

#### **34.07 Notice of Withheld Increment**

When an increase provided for in Article 35.07 is withheld, the reason for withholding shall be given to the employee in writing by the Employer.

#### **34.08 Granting of Withheld Increment**

When an increase provided for in Article 35.07 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.

#### **34.09 Acting Pay**

- (a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive days the principal duties of a higher position, he/she shall receive payment of acting pay, including the three (3), equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) (i) Acting pay shall not be paid to an employee where the employee's current position normally requires periodic substitution in the higher position, as defined by the position specification title, and salary range.
  - (ii) The period of time for which an employee will receive acting pay shall not exceed six (6) months, unless the Employer and Union agree otherwise.
- (c) Acting pay provisions do not preclude the right of the Employer to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

#### **34.10 Implementation of Negotiated Increases**

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

### **ARTICLE 35 - INJURY ON DUTY**

#### **35.01 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/her duties to his/her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

**35.02 Injury Pay Provisions**

- (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform their duties, the Employer shall grant to the employee injury on duty leave with pay at full salary and benefits for up to six (6) accumulative months.
- (b) The employee shall disclose and the employer shall consider Canada Pension benefits or other publicly funded third party payments received by an employee where such payment relates to employment and disability and is intended as a partial earnings loss replacement. Any such amounts shall be deducted from the payment to be paid by the employer under (a). Under no circumstances should injury on duty leave with pay result in an employee's post injury earnings loss replacement exceed the employee's pre-disability salary.

**35.03 Record of Injury**

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

**35.04 Recurring Disability**

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

**35.05 Alternate Medical Practitioner**

For the purpose of Articles 36.03 and 36.04, the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

**ARTICLE 36 - PART-TIME EMPLOYEES**

**36.01 Part-Time Employees**

- (a) Part-time employees employed on a regular basis in position titles 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.
- (b) For the purposes of earning entitlement to a benefit (e.g. vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.
- (c) Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

- (d) The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties.

### **36.02 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)(i) and (ii). 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.

### **36.03 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.

### **36.04 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. The Employer will pay 65% of the total premium cost for such health care coverage. Medical coverage for part-time employees is effective as of April 1, 2008.
- (b) Part-time employees will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. Fifty percent (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.

### **36.05 Superannuation**

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

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

## **ARTICLE 37 - JOB SHARING**

### **37.01 Existing Employees Only**

Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Agreement.

### **37.02 Operational Requirements**

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

### **37.03 Qualifications**

Both employees in a job-sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be shared. Both employees must share the same position / title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be shared. Arrangements outside the same position / title shall be considered on a case-by-case basis by a joint union/management process.

### **37.04 Identification of Job Share**

An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job-sharing 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.

### **37.05 Period of Job Share**

A position will be shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to both employees, the Employer, and the Union. At the end of the job-sharing period, the employees will resume the position they held prior to entering into the job-sharing arrangement. Job sharing arrangements outside of the above time frame will be considered on a case-by-case basis by a joint union/management process.

### **37.06 Work Schedule Requirements**

Each of the two employees in a job-sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.



### **37.07 Service**

Employees will be credited with one-half (1/2) month's service each calendar month of the job-sharing arrangement and not be subject to the provisions of Article 1.02(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.

### **37.08 Regular Work Hours**

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside 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.

### **37.09 Pro-ration of Benefits**

The following benefits will be prorated in accordance with this Article:

- (a) Holidays  
Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 18 of the Agreement.
- (b) General Illness  
One-half (1/2) of the entitlement provided for under Article 21.
- (c) Short Term Illness  
One-half (1/2) the entitlement provided for in Article 21, up to a maximum of the equivalent of fifty (50) days at the appropriate percentage of the 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 pre-job share 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 job-sharing arrangement.
- (e) Other Paid Leaves  
One-half (1/2) the entitlement provided for in the Agreement.
- (f) Group Life Assurance  
Cost sharing of premiums and benefit entitlement will be based on one-half (1/2) the employee's normal full-time salary.

- (g) Monthly Allowances/Premiums  
One-half (1/2) the entitlement provided for in the Agreement.

**37.10 Pension**

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 Article 38.07 and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

**37.11 Termination**

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

**37.12 Notice**

If either participant or the Employer wishes to terminate the job-sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.

**37.13 Extension**

If the two employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in Article 38.05, they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job-sharing arrangement.

**37.14 Filling of Vacancy**

An incumbent filling any position temporarily vacated as a result of job sharing will be covered by the collective agreement.

**37.15 Costs**

The parties agree that except for the cost of benefits provided for under this Article and/or the collective agreement, there shall be no added cost to the Employer directly resulting from any job-sharing arrangement.

**ARTICLE 38 – AMENDMENT**

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

## ARTICLE 39 - POSITION AND SALARY ADJUSTMENTS

### 39.01 Position and Salary Adjustments

- (a) When a new or substantially altered position 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 position and attach a salary to it, providing that the Union is given ten (10) days' written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered position, the Union may refer the matter to an Arbitrator, 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 Arbitrator but, in any event, not earlier than the date of implementation of the position.

## ARTICLE 40 - TERM OF AGREEMENT

### 40.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, 2010 to March 31, 2015 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

### 40.02 Effective Date of Agreement

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

### 40.03 Retroactive Pay For Terminated Employees

Employees who have left their employment in the bargaining unit between April 1, 2010 and date of signing shall be entitled to full retroactivity of any applicable wage 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 she/he has sixty (60) calendar days in which to claim any retroactive payment.

**Schedule "A"**

**NSBI RATES OF PAY (BI-WEEKLY RATES)  
EFFECTIVE FROM APRIL 1, 2010 – MARCH 31, 2013**

	I	II	III	IV	V	VI
<b>PR 1</b>						
April 1, 2010	\$1,203.46	\$1,251.41	\$1,300.41	\$1,349.46	\$1,398.50	\$1,454.62
April 1, 2011	\$1,215.49	\$1,263.92	\$1,313.41	\$1,362.96	\$1,412.48	\$1,469.17
April 1, 2012	\$1,239.80	\$1,289.20	\$1,339.68	\$1,390.21	\$1,440.73	\$1,498.55
<b>PR 2</b>						
April 1, 2010	\$1,251.41	\$1,300.41	\$1,349.46	\$1,398.50	\$1,454.62	\$1,517.68
April 1, 2011	\$1,263.92	\$1,313.41	\$1,362.96	\$1,412.48	\$1,469.17	\$1,532.85
April 1, 2012	\$1,289.20	\$1,339.68	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.51
<b>PR 3</b>						
April 1, 2010	\$1,300.41	\$1,349.46	\$1,398.50	\$1,454.62	\$1,517.68	\$1,580.77
April 1, 2011	\$1,313.41	\$1,362.96	\$1,412.48	\$1,469.17	\$1,532.85	\$1,596.58
April 1, 2012	\$1,339.68	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.51	\$1,628.51
<b>PR 4</b>						
April 1, 2010	\$1,349.46	\$1,398.50	\$1,454.62	\$1,517.68	\$1,580.77	\$1,643.86
April 1, 2011	\$1,362.96	\$1,412.48	\$1,469.17	\$1,532.85	\$1,596.58	\$1,660.29
April 1, 2012	\$1,390.21	\$1,440.73	\$1,498.55	\$1,563.51	\$1,628.51	\$1,693.50
<b>PR 5</b>						
April 1, 2010	\$1,398.50	\$1,454.62	\$1,517.68	\$1,580.77	\$1,643.86	\$1,713.87
April 1, 2011	\$1,412.48	\$1,469.17	\$1,532.85	\$1,596.58	\$1,660.29	\$1,731.01
April 1, 2012	\$1,440.73	\$1,498.55	\$1,563.51	\$1,628.51	\$1,693.50	\$1,765.63
<b>PR 6</b>						
April 1, 2010	\$1,454.62	\$1,517.68	\$1,580.77	\$1,643.86	\$1,713.87	\$1,784.01
April 1, 2011	\$1,469.17	\$1,532.85	\$1,596.58	\$1,660.29	\$1,731.01	\$1,801.85
April 1, 2012	\$1,498.55	\$1,563.51	\$1,628.51	\$1,693.50	\$1,765.63	\$1,837.89
<b>PR 7</b>						
April 1, 2010	\$1,517.68	\$1,580.77	\$1,643.86	\$1,713.87	\$1,784.01	\$1,861.05
April 1, 2011	\$1,532.85	\$1,596.58	\$1,660.29	\$1,731.01	\$1,801.85	\$1,879.66
April 1, 2012	\$1,563.51	\$1,628.51	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.25
<b>PR 8</b>						
April 1, 2010	\$1,580.77	\$1,643.86	\$1,713.87	\$1,784.01	\$1,861.05	\$1,938.14
April 1, 2011	\$1,596.58	\$1,660.29	\$1,731.01	\$1,801.85	\$1,879.66	\$1,957.52
April 1, 2012	\$1,628.51	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.25	\$1,996.67
<b>PR 9</b>						
April 1, 2010	\$1,643.86	\$1,713.87	\$1,784.01	\$1,861.05	\$1,938.14	\$2,015.29
April 1, 2011	\$1,660.29	\$1,731.01	\$1,801.85	\$1,879.66	\$1,957.52	\$2,035.45
April 1, 2012	\$1,693.50	\$1,765.63	\$1,837.89	\$1,917.25	\$1,996.67	\$2,076.16
<b>PR 10</b>						
April 1, 2010	\$1,713.87	\$1,784.01	\$1,861.05	\$1,938.14	\$2,015.29	\$2,092.39
April 1, 2011	\$1,731.01	\$1,801.85	\$1,879.66	\$1,957.52	\$2,035.45	\$2,113.31
April 1, 2012	\$1,765.63	\$1,837.89	\$1,917.25	\$1,996.67	\$2,076.16	\$2,155.58
<b>PR 11</b>						

	I	II	III	IV	V	VI
April 1, 2010	\$1,784.01	\$1,861.05	\$1,938.14	\$2,015.29	\$2,092.39	\$2,176.42
April 1, 2011	\$1,801.85	\$1,879.66	\$1,957.52	\$2,035.45	\$2,113.31	\$2,198.18
April 1, 2012	\$1,837.89	\$1,917.25	\$1,996.67	\$2,076.16	\$2,155.58	\$2,242.15
<b>PR 12</b>						
April 1, 2010	\$1,861.05	\$1,938.14	\$2,015.29	\$2,092.39	\$2,176.42	\$2,260.52
April 1, 2011	\$1,879.66	\$1,957.52	\$2,035.45	\$2,113.31	\$2,198.18	\$2,283.13
April 1, 2012	\$1,917.25	\$1,996.67	\$2,076.16	\$2,155.58	\$2,242.15	\$2,328.79
<b>PR 13</b>						
April 1, 2010	\$1,938.14	\$2,015.29	\$2,092.39	\$2,176.42	\$2,260.52	\$2,351.63
April 1, 2011	\$1,957.52	\$2,035.45	\$2,113.31	\$2,198.18	\$2,283.13	\$2,375.15
April 1, 2012	\$1,996.67	\$2,076.16	\$2,155.58	\$2,242.15	\$2,328.79	\$2,422.65
<b>PR 14</b>						
April 1, 2010	\$2,015.29	\$2,092.39	\$2,176.42	\$2,260.52	\$2,351.63	\$2,449.80
April 1, 2011	\$2,035.45	\$2,113.31	\$2,198.18	\$2,283.13	\$2,375.15	\$2,474.29
April 1, 2012	\$2,076.16	\$2,155.58	\$2,242.15	\$2,328.79	\$2,422.65	\$2,523.78
<b>PR 15</b>						
April 1, 2010	\$2,092.39	\$2,176.42	\$2,260.52	\$2,351.63	\$2,449.80	\$2,547.87
April 1, 2011	\$2,113.31	\$2,198.18	\$2,283.13	\$2,375.15	\$2,474.29	\$2,573.35
April 1, 2012	\$2,155.58	\$2,242.15	\$2,328.79	\$2,422.65	\$2,523.78	\$2,624.81
<b>PR 16</b>						
April 1, 2010	\$2,176.42	\$2,260.52	\$2,351.63	\$2,449.80	\$2,547.87	\$2,652.99
April 1, 2011	\$2,198.18	\$2,283.13	\$2,375.15	\$2,474.29	\$2,573.35	\$2,679.52
April 1, 2012	\$2,242.15	\$2,328.79	\$2,422.65	\$2,523.78	\$2,624.81	\$2,733.11
<b>PR 17</b>						
April 1, 2010	\$2,260.52	\$2,351.63	\$2,449.80	\$2,547.87	\$2,652.99	\$2,765.09
April 1, 2011	\$2,283.13	\$2,375.15	\$2,474.29	\$2,573.35	\$2,679.52	\$2,792.74
April 1, 2012	\$2,328.79	\$2,422.65	\$2,523.78	\$2,624.81	\$2,733.11	\$2,848.59
<b>PR 18</b>						
April 1, 2010	\$2,449.80	\$2,547.87	\$2,652.99	\$2,765.09	\$2,877.25	
April 1, 2011	\$2,474.29	\$2,573.35	\$2,679.52	\$2,792.74	\$2,906.02	
April 1, 2012	\$2,523.78	\$2,624.81	\$2,733.11	\$2,848.59	\$2,964.14	
<b>PR 19</b>						
April 1, 2010	\$2,547.87	\$2,652.99	\$2,765.09	\$2,877.25	\$2,996.39	
April 1, 2011	\$2,573.35	\$2,679.52	\$2,792.74	\$2,906.02	\$3,026.35	
April 1, 2012	\$2,624.81	\$2,733.11	\$2,848.59	\$2,964.14	\$3,086.88	
<b>PR 20</b>						
April 1, 2010	\$2,652.99	\$2,765.09	\$2,877.25	\$2,996.39	\$3,122.54	
April 1, 2011	\$2,679.52	\$2,792.74	\$2,906.02	\$3,026.35	\$3,153.76	
April 1, 2012	\$2,733.11	\$2,848.59	\$2,964.14	\$3,086.88	\$3,216.84	
<b>PR 21</b>						
April 1, 2010	\$2,765.09	\$2,877.25	\$2,996.39	\$3,122.54	\$3,255.66	
April 1, 2011	\$2,792.74	\$2,906.02	\$3,026.35	\$3,153.76	\$3,288.22	
April 1, 2012	\$2,848.59	\$2,964.14	\$3,086.88	\$3,216.84	\$3,353.99	

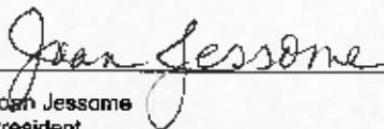
**Schedule "A"**

**NSBI RATES OF PAY (BI-WEEKLY RATES)  
EFFECTIVE FROM APRIL 1, 2013 – MARCH 31, 2015**

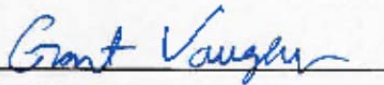
	I	II	III	IV	V	VI
<b>NSBI 1</b>						
April 1, 2013	\$1,270.79	\$1,321.43	\$1,373.17	\$1,424.97	\$1,476.75	\$1,536.02
April 1, 2014	\$1,308.92	\$1,361.08	\$1,414.36	\$1,467.72	\$1,521.05	\$1,582.10
<b>NSBI 2</b>						
April 1, 2013	\$1,373.17	\$1,424.97	\$1,476.75	\$1,536.02	\$1,602.60	\$1,669.22
April 1, 2014	\$1,414.36	\$1,467.72	\$1,521.05	\$1,582.10	\$1,650.68	\$1,719.30
<b>NSBI 3</b>						
April 1, 2013	\$1,476.75	\$1,536.02	\$1,602.60	\$1,669.22	\$1,735.84	\$1,809.77
April 1, 2014	\$1,521.05	\$1,582.10	\$1,650.68	\$1,719.30	\$1,787.91	\$1,864.06
<b>NSBI 4</b>						
April 1, 2013	\$1,809.77	\$1,883.84	\$1,965.18	\$2,046.59	\$2,128.06	\$2,209.47
April 1, 2014	\$1,864.06	\$1,940.35	\$2,024.14	\$2,107.99	\$2,191.90	\$2,275.75
<b>NSBI 5</b>						
April 1, 2013	\$2,128.06	\$2,209.47	\$2,298.20	\$2,387.01	\$2,483.22	\$2,586.87
April 1, 2014	\$2,191.90	\$2,275.75	\$2,367.15	\$2,458.62	\$2,557.72	\$2,664.48
<b>NSBI 6</b>						
April 1, 2013	\$2,209.47	\$2,298.20	\$2,387.01	\$2,483.22	\$2,586.87	\$2,690.43
April 1, 2014	\$2,275.75	\$2,367.15	\$2,458.62	\$2,557.72	\$2,664.48	\$2,771.15
<b>NSBI 7</b>						
April 1, 2013	\$2,586.87	\$2,690.43	\$2,801.44	\$2,919.81	\$3,038.24	
April 1, 2014	\$2,664.48	\$2,771.15	\$2,885.48	\$3,007.40	\$3,129.39	
<b>NSBI 8</b>						
April 1, 2013	\$2,690.43	\$2,801.44	\$2,919.81	\$3,038.24	\$3,164.05	
April 1, 2014	\$2,771.15	\$2,885.48	\$3,007.40	\$3,129.39	\$3,258.97	

Signed on behalf of the Union:

Dated: April 2/13



Joan Jessome  
President  
Nova Scotia Government &  
General Employees Union



Grant Vaughan  
Coordinator  
Nova Scotia Government &  
General Employees Union

**NSGEU Bargaining Committee**

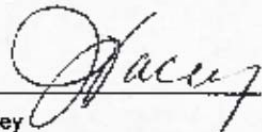
Steven L. Smith, Local President  
Jennifer Dunbar

Signed on behalf of the Employer:

Dated: March 28, 2013



Stephen E. Lurie  
President & CEO  
Nova Scotia Business Inc.



Joanna Facey  
Managing Director, People & Culture  
Nova Scotia Business Inc.

**Employer Bargaining Committee**

Joanna Facey, Managing Director,  
People & Culture  
Don Nelson, Consultant  
Mike McMurray, Managing Director,  
Trade Development