

**COLLECTIVE AGREEMENT**

**Between the**

**WORKERS' COMPENSATION BOARD OF NOVA SCOTIA  
(hereinafter referred to as the "Employer")**

**and the**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION  
(hereinafter referred to as the "Union")**

**JANUARY 1, 2010 – DECEMBER 31, 2011**

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## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Definitions

For the purpose of this Agreement:

- (a) "Bargaining Unit" means all the employees of the Employer except those excluded by Section 2(2) of the Trade Union Act, R.S.N.S. 1989, c. 475 as specified by Labour Relations Board Order Number 3591 and those positions as mutually agreed.
- (b) "Day" except where otherwise provided, means a day, excluding Saturday, Sunday and recognized holidays.
- (c) "Employee" means a person who is included in the bargaining unit and includes all permanent, probationary, and term employees.
- (d) "Employer" means the Workers' Compensation Board of Nova Scotia.
- (e) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (f) "Leave of absence" means absent from work with permission.
- (g) "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 its employees, done to compel employees or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- (h)
  - (i) "Seniority" shall be defined as the length of continuous employment of an employee in the employ of the Employer. Where two (2) or more employees commence employment on the same day, seniority shall be determined by a draw.
  - (ii) **Notwithstanding clause (i) above**, no employee working in a position which is excluded from the bargaining unit shall accrue seniority.
- (i) "Service" means:
  - (1) total accumulated months of employment with the Employer including all unbroken service abutting permanent appointment.
  - (2) Notwithstanding Article 1.01 (i) (1), except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who receives salary for ten (10) days or more during that calendar month.
  - (3) For the purposes of Article 1.01(i)(2) service related benefits are vacation entitlement, sick leave, pensions, retirement allowance and severance pay.

- (j) "Spouse" shall include husband, wife, common-law spouses, and same-sex partners except where prohibited or precluded by law. Common-law spouse and same sex partner shall be defined as individuals having cohabited for at least twelve (12) continuous months and having represented themselves as partners/spouses.
- (k) "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert with 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.
- (l) "Union" means the Nova Scotia Government and General Employees Union.

## **ARTICLE 2 - RESPONSIBILITY OF THE EMPLOYER**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit except those excluded by Section 2(2) of the Trade Union Act, R.S.N.S. 1989, c. 475 as specified by Labour Relations Board Order Number 3591 and those positions as mutually agreed.

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

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

### **2.03 No Discrimination**

Neither the Employer nor any person acting on behalf of the Employer shall refuse to continue to employ any employee or otherwise discriminate against any employee on the basis of the prohibited grounds as set out in the Human Rights Act, except as authorized by the Human Rights Act or any other law.

### **2.04 No Written or Verbal Agreements**

The Employer shall not permit nor require any employee covered by this Agreement to make any written or verbal agreement with the Employer or any of its representatives which may conflict with any term or condition of this Collective Agreement.

### **2.05 Sexual or Personal Harassment**

The Employer shall endeavor to provide a workplace free from sexual and personal harassment.

## **2.06 Agreement Binding**

The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

## **2.07 No Lockout**

The Employer agrees that during the life of this Agreement there shall be no lockout.

## **2.08 Management Rights**

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

## **2.09 Consistent Application**

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

## **2.10 Delegation of Authority**

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

## **2.11 Provincial Security**

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

## **2.12 Future Legislation**

The Employer agrees that 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.

## **2.13 Safety Regulations**

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

## ARTICLE 3 - RESPONSIBILITY OF THE UNION

### 3.01 Union Activity

The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours or on the premises of the Employer or premises occupied by the Employer unless agreed to by the Employer.

### 3.02 No Discrimination

The Union actively supports the Employer's efforts to provide a workplace free of discrimination on the basis of the prohibited grounds as set out in the Human Rights Act except as authorized by the Human Rights Act or any other law.

### 3.03 No Written or Verbal Agreement

No employee shall be permitted or required to make any written or verbal agreement with the Employer or any of its representatives which may conflict with any term or condition of this Collective Agreement.

### 3.04 Agreement Binding

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

### 3.05 No Strike

The Union agrees that during the life of this Agreement there shall be no strike.

## ARTICLE 4 - LABOUR MANAGEMENT COMMITTEE

### 4.01 Consultation

- (a) Within thirty (30) days of the signing of this Agreement, the parties are to establish a joint committee of equal representation of the Union (Employee Relations Officer, Local President, **Cape Breton Office Representative**, plus 3) and the Employer for the purpose of maintaining continuing cooperation and consultation on job security and technological change. The committee shall appoint additional representatives as required.
- (b) The Labour Management Committee shall meet as required to discuss matters of concern between the parties related to job security, technological change, matters designated for referral to the Committee under this collective agreement, and any other matter mutually agreed to by the parties.

- (c) The Labour Management Committee shall be responsible for:
  - (1) defining problems;
  - (2) developing viable solutions to such problems;
  - (3) recommending the proposed solution.
- (d) Approved minutes shall be recorded and posted on the e-mail system and on all designated bulletin boards within fifteen (15) days of the meeting.
- (e) The Employer will provide the Labour Management Committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, pilot projects, technological change and proposed contracting out of work.

#### **4.02 Definition**

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

#### **4.03 Introduction**

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

#### **4.04 Notice to Union**

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

#### **4.05 Training and Retraining**

- (a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.
- (b) The Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.

### **ARTICLE 5 - TIME OFF FOR UNION BUSINESS**

#### **5.01 Leave Without Pay**

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

- (a) as members of the Board of Directors of the union for the attendance at Board meetings;
- (b) as members of the Union Negotiating Committee for the attendance at bargaining preparation meetings;
- (c) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, and the Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing committees;
- (e) as members of the Executive to attend Executive Meeting of the Nova Scotia Federation of Labour;
- (f) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld.

#### **5.02 Salary Continuance**

The Employer will continue the salary of an employee who is granted leave without pay in accordance with Article 5.01 and will bill the Union for the employee's salary.

#### **5.03 Annual Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave with pay for periods 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 an annual meeting of the Union or Annual Collective Bargaining Workshop. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the registered delegates to the Annual Meeting or Collective Bargaining Workshop of the Union at least three (3) weeks in advance of the meeting.

#### **5.04 Number of Employees Eligible**

The number of employees eligible for special leave provisions under Article 5.01 shall be in accordance with the numbers laid down in the Nova Scotia Government Employees Union Constitution.

#### **5.05 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than four (4) representatives for the purpose

of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

#### **5.06 Arbitration and Labour Management**

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

- (a) Summoned to attend as a witness before an arbitration board;
- (b) attending Labour Management Committee meetings.

#### **5.07 Grievance Meetings**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to an employee for the purpose of attending grievance meetings with the Employer. Such permission shall not be unreasonably withheld.

#### **5.08 No Loss of Service**

While on leave for Union business pursuant to this Article, 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.

#### **5.09 Full-time President of the Union**

- (a) An employee who declares his/her intention to offer for the position of President of the Union shall notify the Director, Human Resources as soon as possible after declaring his/her intention to seek the office of President.
- (b) An employee elected or appointed as President of the union shall be given a leave of absence without pay for the term(s) he/she is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive term shall be granted in accordance with paragraphs (a) and (b) above.
- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence on July 1 and end on June 30.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of his/her term of office, the employee shall be reinstated in the position he/she held immediately prior to the commencement of leave, or in a

position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held.

- (h) Notwithstanding any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service **and seniority** with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contributions for E.I. premiums, Canada Pension plan, Superannuation and group insurance premiums made on behalf of the employee during the period of leave of absence.
- (k) The terms of this Article shall be effective from the signing date of the Collective Agreement.

#### **5.10 Chief Steward's Leave**

The Employer shall provide one (1) day paid leave per month to each of the two Chief Stewards designated by the Union pursuant to Article 9. This leave shall be cost shared between the Employer and the Union.

#### **5.11 Workload Assistance**

In those circumstances where the Employer requests the Local Union Officers and/or elected Committee members to attend to issues of mutual concern outside of the Labour Management Committee meetings, the Employer shall provide workload assistance to the affected employees if circumstances warrant.

### **ARTICLE 6 - CHECKOFF**

#### **6.01 Deduction of Union Dues**

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

#### **6.02 Notification of Deduction**

The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee.

**6.03 Remittance of Union Dues**

The amounts deducted from the pay of each employee in accordance with Article 6.01 shall be remitted to the Secretary-Treasurer of the Union 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.

**6.04 Notification of Appointments and Terminations**

The Employer shall advise the Union of the appointment to or termination from the bargaining unit within five (5) days after the occurrence.

**6.05 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.

**6.06 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 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, and meeting dates, news items, social, and recreational affairs. The Employer will also permit access to the e-mail system. The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards and the e-mail system 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 Bulk 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 to the Union.

**7.03 Meeting Rooms and Communication Equipment**

The Employer shall allow the Union to utilize meeting rooms and communication equipment at the Employer's premises for Union business at no cost to the Employer and not during a period of labour conflict.

## ARTICLE 8 - INFORMATION

### 8.01 Copies of Agreement

- (a) The Employer agrees to supply each current employee, **on request**, with a copy of the Agreement. The cost of printing the Agreement shall be cost shared between the Employer and the Union.
- (b) **In recognition of all employees having computer access and regularly using the Employer's intranet for viewing the Collective Agreement, printing of the Collective Agreement will initially be limited to 250 copies, but more will be printed if required.**

### 8.02 Letter of Appointment

- (a) Upon hiring and/or appointment, the employee and the Union shall be provided with a statement of the employee's classification, employment status, pay level and rate of pay.
- (b) The Union shall be informed of the appointment of an employee to an excluded position in writing within five (5) days of the appointment.

### 8.03 Employer to Acquaint New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect including the conditions of employment set out in the articles concerning checkoff and stewards. The Chief Stewards shall be notified of the start dates of all new employees.
- (b) A Union representative shall be provided an opportunity to participate in new employee orientation.

### 8.04 Work Descriptions

- (a) Upon request by the employee, the Employer shall provide the work description outlining the duties and responsibilities assigned to his/her position. The Employer will endeavour to ensure that work descriptions are reviewed and revised at three (3) years but in no circumstance shall it exceed five (5) years.
- (b) The work descriptions shall include the minimum qualifications for the position. These descriptions shall be presented to the Union and shall become, for the life of this Collective Agreement, the recognized work descriptions, unless the duties of the position are significantly changed. The Union may present written objections within thirty (30) days.

If the Union presents written objections to a work description presented to it by the Employer, within thirty (30) days, the contentious work description shall be referred to the Labour Management Committee to resolve the difference.

## **8.05 Bargaining Unit Information**

The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may be required by the Union for collective bargaining and administration of the collective agreement. No such information shall be unreasonably withheld by the Employer.

## **ARTICLE 9 - STEWARDS**

### **9.01 Recognition**

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

### **9.02 Jurisdictional Areas and Notification**

The Union agrees to provide the Employer with a list of the employees designated as stewards.

### **9.03 Servicing of Grievances**

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

## **ARTICLE 10 - EMPLOYMENT**

### **10.01 Employment Status**

Employees shall be appointed on a probationary, permanent or term basis.

### **10.02 Probationary – Termination**

The Employer may terminate a probationary appointment at any time.

### **10.03 Probationary Period**

- (a) A newly hired employee shall hold his/her position on a probationary basis for a period not to exceed six (6) months.
- (b) Where performance issues are identified by the Employer before the expiration of the six (6) month probationary period, the Employer may extend the probationary period for a further six (6) months. The Employer shall notify the Union in writing when an employee's probationary period is to be extended.

- (c) In no case shall an employee's probationary period exceed twelve (12) months.
- (d) A permanent employee whose employment was terminated for any reason and who is re-employed within a year within the same department from the date of such termination shall not be required to undergo a second probationary period.
- (e) A term employee is considered to have completed the probationary period after six (6) months cumulative service within the same department subject to the provisions of Article 10.03 (b).
- (f) A term employee who has successfully completed his/her probationary period and whose employment was terminated for any reason and who is re-employed in the same position within a year from the date of such termination shall not be required to undergo a second probationary period.

#### **10.04 Termination Notice**

In the case of termination and where the probationary employee grieves, the Employer shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment with the Employer.

#### **10.05 Permanent Appointment**

A permanent employee is one who is hired to work indefinitely on a full time basis and has successfully completed his/her probationary period.

#### **10.06 Term Employment**

- (a) Term employment is employment for a specified limited period of time in accordance with the provisions of Article 10.06
- (b) Term employment arises in two (2) situations:
  - (1) Employees required to replace employees absent on leaves such as, but not limited to, Parental Leave, Injury on Duty Leave, Sick Leave and Long Term Disability. In cases of Long Term Disability, term employees may be appointed for up to twenty-four (24) months.
  - (2) Special, limited duration situations arising from situations such as unpredictable increase in workload, experimental and/or special projects, **not in excess of twenty-four (24) months, subject to mutual agreement.**
- (c) The hiring of term employees shall not detract from the commitment to fill vacancies and new positions of a permanent nature as set out in Article 11.
- (d) (1) Should an employee's term be discontinued prior to its end date, the employee will be advised in writing not less than ten (10) days prior to the date of discontinuance.

- (2) If notice is not given as per 10.07(d)(1) an employee shall continue to receive his/her pay for the number of days for which the notice was not given.

### **10.07 Assignment of Permanent and Term Employees**

Unless otherwise agreed to by the parties, all permanent and term employees shall receive their regular job assignments through the procedures set out in Article 11.

### **10.08 Casual Work**

- (a) Casual Work is on-call unscheduled work intended to supplement the work of employees in situations of temporary employees shortage. The period of hire for a casual shall be one (1) **calendar** month or **less**. Requirements in excess of one (1) month shall be discussed at the Labour Management Committee and subject to mutual agreement.
- (b) Employee shortage shall include but is not limited to:
  - (i) sick leave
  - (ii) vacation leave
  - (iii) leave for union activities
  - (iv) bereavement leave
  - (v) relief required during a posting period
  - (vi) unpredictable increases in workload
  - (vii) holiday or overtime lieu time
  - (viii) court or jury leave
  - (ix) family illness leave
  - (x) such other short term leaves where it is not reasonable expected the absence will continue beyond one (1) month.
- (c) Casual work shall be offered by seniority, to qualified and available employees who are entitled to recall in accordance with Article 14.

### **10.09 Notification of Appointments**

The Employer shall advise the Union within five (5) days of the hiring, appointment or any other change of status of each employee in the bargaining unit.

### **10.10 Students Hirings**

The Union shall be notified in writing prior to students being utilized for work terms or summer employment. These work terms and summer employment shall not materially affect the composition of the bargaining unit.

## ARTICLE 11 - FILLING VACANCIES

### 11.01 Staffing Requirements

The Employer shall meet all staffing needs for bargaining unit positions with bargaining unit employees, except for situations contemplated under Article 10.08 (b).

### 11.02 Staffing Procedures

- (a) **The following procedures are subject to the reassignment provisions in Articles 11.15 and 11.16.**
- (b) **The staffing procedure is based on two (2) factors: status (whether the vacancy is a permanent position or a term position) and the frequency with which it is competed (whether or not it is a “frequently competed position” as defined below). Therefore, the staffing procedures address four types of vacancies:**
  - (i) **frequently competed permanent positions;**
  - (ii) **non-frequently competed permanent positions;**
  - (iii) **frequently competed term positions; and**
  - (iv) **non-frequently competed term positions.**
- (c) **“Frequently competed positions” means Case Manager – in either the Workplace Service Team (“WST”) or the Integrated Service Team (“IST”), Adjudicator – in either the WST or IST; Return to Work Assistant in either the WST or IST; and Integrated Service Associate (“ISA”) or any other positions which may be agreed upon between the parties.**  
  
**“Non-frequently competed positions” means all positions other than “frequently competed positions”.**
- (d) **Vacancies will be posted pursuant to Article 11.03, except in the case of frequently competed term positions, where:**
  - (i) **the Employer will use the Anticipatory Vacancy List (“AVL”) for the purpose of filling the vacancy (pursuant to Article 11.06) and,**
  - (ii) **if the position is not filled using the AVL, the Employer will consider the Career Development List (“CDL”) for the purpose of filling the vacancy (pursuant to Article 11.07).**

### 11.03 Job Posting

- (a) **When a new position or vacancy is deemed to exist within the bargaining unit, the Employer shall within seven (7) calendar days post a notice of such new position or vacancy on the e-mail system. This shall include all permanent and term positions and vacancies.**

- (b) The posting for a permanent or term position shall be for a minimum of five (5) days.
- (c) The notice of vacancy shall indicate:
  - (i) the classification and duties of the position;
  - (ii) the work unit to which the position is regularly assigned;
  - (iii) preferred and minimum qualifications required and equivalencies as outlined in the approved work descriptions;
  - (iv) hours of work and salary; if a salary for a position is under review, the posting shall so state;
  - (v) the category of appointment (permanent or term) and, in the case of term appointment, the expected duration of the appointment;
  - (vi) whether the appointment is full time or part time.
- (d) The job requirements as determined by the Employer must be relevant to the position. All jobs shall be filled on the basis of job performance, skill, ability, knowledge, and training.
- (e) All bargaining unit positions shall be subject to internal competition prior to external competition, **provided however, the Employer may post internally and externally simultaneously for positions where there is mutual agreement, but external applicants will only be interviewed if no internal applicants qualify and are successful in an interview.**
- (f) Positions shall normally be filled within twenty (20) days of the acceptance of an offer by the successful candidates.

#### **11.04 Selection Process on Job Posting**

- (a) Following the closing date for the receipt of applications, the Employer shall notify the Union of the names of all applicants.
- (b) The Employer shall normally commence interviews for a position within one (1) month of the closing date of the job competition.
- (c) **For term positions, the number of interviews will be as follows:**
  - (i) **for levels 27 and under, the five (5) most senior applicants will be interviewed;**
  - (ii) **for levels 28 and above, the seven (7) most senior candidates will be interviewed;**
  - (iii) **for all levels, if there are no successful candidates in the initial (or subsequent) round of interviews, the three (3) next most senior**

**candidates will be interviewed until all internal applicants have been interviewed; and**

- (iv) the number of candidates to be interviewed referred to above includes those candidates who elect to carry forward their interview score in accordance with the provision below.**
- (d) An applicant may elect to carry forward his/her interview score from a previous interview for the same position for a period of twenty-four (24) months so long as he/she continues to demonstrate satisfactory performance in his/her current job by way of the Employee Competency Job Match (ECJM) Form.**
- (e) Employees who have not completed their probationary period are not eligible to be interviewed for any permanent or term positions, except when the position is not otherwise filled internally. However, probationary employees may continue to apply for vacancies, as vacancies will not be reposted for this purpose.**
- (f) For the purposes of the selection process, candidates of equal merit shall be determined as follows: Raw scores are computed; the Employer will look at the candidate with the highest raw score, and should a more senior candidate with the next highest qualifying score (i.e. above pass rank) be within five (5%) percent or lower of the highest raw score, then the more senior candidate will be offered the position. If there is no other more senior candidate who has a score within the five (5%) percent range of the highest raw score, then the position will be awarded to the candidate with the highest score.
- (g) If an employee applies for a competition and is successful and verbally accepts the offer, and then, within twenty (20) days from the time of the verbal offer, the employee changes his/her mind, or applies for and is successful in another competition, then the Employer can proceed to offer the position to the next successful candidate (the 5% rule would still apply). This process would continue until all qualified internal candidates have been exhausted. If the internal process is non-productive, the Employer can then utilize an external staffing process (within the twenty (20) day posting window).
- (h) The twenty (20) day posting window could only be applied once – from the time of the original verbal offer. For example, if the first successful candidate declines after accepting, or accepts another position, and the next successful candidate is offered the job, there would only be ten (10) days remaining if the job were offered at the tenth (10th) day of the twenty (20) day posting window. Article 11.04 (i) would still apply for the second qualified internal candidate, or any subsequent qualified internal candidate.
- (i) If, on the twenty first (21st) day, the vacancy has not been offered or the Employer has not proceeded to the external staffing process as per paragraph (g), the job will have to be re-posted.

- (j) The increase in pay for the new position would be effective either on the day the successful candidate started the new position, or on the twenty first (21st) day, whichever comes first.
- (k) If the Employer or the Union feel there are extenuating circumstances that fall outside of the above, the issues will be discussed on a case by case basis with both parties before a grievance is filed.
- (l) The Union will be notified on each case regarding the date of the verbal offer.
- (m) Both sides agree to handle all issues in an expeditious manner.

#### **11.05 Role of Seniority in Selection Process on Job Posting**

Where it is determined by the Employer that:

- (a) two (2) or more bargaining unit applicants for a position in the bargaining unit are qualified; and
- (b) those applicants are of equal merit, preference in filling that vacancy shall be given to the applicant with the greatest length of seniority. The Employer may indicate at the time of posting that should there not be a successful, qualified bargaining unit candidate, it may consider bargaining unit members with less than the minimum qualifications.

#### **11.06 Anticipatory Vacancy Lists (“AVLs”)**

- (a) **Establishment of Lists: AVLs will be established for use in filling frequently competed term positions of any duration.**
- (b) **Competition**
  - (i) **Competitions will be held to establish AVLs. The first competition will be held as soon as reasonably practical after signing of the Collective Agreement, and no more than ninety (90) days after signing. Each AVL will be refreshed by way of reposting every six (6) months or when the list is reduced to one (1) employee name (either only one (1) name exists on the list or only one (1) candidate is available for a term, whichever occurs first).**
  - (ii) **Employees who are on maternity or other extended leave at the time of a competition may request to be interviewed upon their return from leave.**
- (c) **Eligibility to Apply: To be eligible to apply for an AVL, an employee must:**
  - (i) **meet the qualifications outlined in the job posting for the position;**
  - (ii) **demonstrate satisfactory performance in his/her current position through the Employee Competency Job Match (ECJM) Form; and**

- (iii) have completed his/her probationary period.
- (d) **Required Interview Score:** To be placed on an AVL, an employee must attain at least the minimum required interview score (presently seventy-five percent (75%) for positions above level 19 and seventy percent (70%) for positions at level 19 and below).
- (e) **Placement on AVL After Competition:** Employees who apply for an AVL shall be placed on a list if they meet the eligibility requirements set out in paragraph (c) and attain the required interview score for the position set out in paragraph (d).
- (f) **Placement on AVL After Application for Permanent Position:** When a candidate who meets the eligibility requirements for a permanent posting attains the minimum required interview score for the permanent position, but is not the successful candidate for the position, and his/her name is not already on the AVL for that position, he/she may add their name to the AVL at that time.
- (g) **List by Seniority:** Employees on an AVL shall be listed in order of seniority. When new names are added to an AVL, the AVL will be reorganized in order of seniority.
- (h) **Selection:** Selection from an AVL will be made in order of seniority as vacancies arise, excluding employees who are “not available” because they have been assigned to a position from the AVL or CDL. The selected candidate has the right to decline an offer without giving up his or her right to be offered the next opportunity.

#### 11.07 Career Development List (“CDL”)

- (a) **Establishment of Lists:** Career Development Lists (CDLs) will be established for use in filling frequently competed term positions where the term is for six (6) months or less and the employer has not filled the position through the AVL. The CDLs will allow for developmental opportunities in frequently competed term positions by shortening the experience requirement for positions and lowering the required interview score, all as described below.
- (b) **Competition:** Competitions for CDLs will be held simultaneously with the competitions for AVLs (every six (6) months or when down to one (1) person on that list).
- (c) **Eligibility to Apply:** To be eligible to apply for the CDL, an employee must:
  - (i) meet the qualifications outlined in the job posting for the position, provided however, employees who do not meet the experience requirement for the position, but are within six (6) months of the experience requirement, may compete for placement on the CDL;

- (ii) demonstrate satisfactory performance in his or her current position through the ECJM Form; and
  - (iii) have completed his/her probationary period.
- (d) **Required Developmental Interview Score:** To be placed on the CDL, an employee must receive a score which, although less than the minimum score normally required for the position, is within five (5) percentage points of that minimum score (the lower score hereafter referred to as the “required developmental interview score”). At present, the requisite score for positions at level 19 and below is seventy percent (70%) and therefore an employee who receives an interview score of at least sixty-five percent (65%) will be placed on the CDL; the requisite score for positions above level 19 is seventy-five percent (75%) and therefore an employee receives an interview score of at least seventy percent (70%) will be placed on the CDL.
- (e) **Placement on List After CDL Competition:** Employees who apply for a CDL shall be placed on the CDL if they meet the eligibility requirements set out in paragraph (c), attain the required developmental interview score as set out in paragraph (d) and attain the required total score.
- (f) **Placement on List after Unsuccessful Application for Permanent Position or AVL Placement:** When a candidate meets the eligibility requirements for a position on either a posting for a permanent position or a posting for the AVL and does not obtain the required score for those postings, but does meet the required developmental interview score and the required total score, the person may elect to be placed on the CDL for the position.
- (g) **List by Seniority:** Employees on a CDL shall be listed in order of seniority. When new names are added to a CDL, the CDL will be reorganized in order of seniority.
- (h) **Selection from CDL:**
  - (i) The Employer may appoint the most senior employee on the CDL to the position.
  - (ii) If the Employer chooses not to appoint the most senior employee on the CDL to the position, then it will consult the Union before appointing a less senior employee from the CDL. An appointment of a less senior employee from the CDL would require mutual agreement between the Employer and the Union.
  - (iii) If the Employer and the Union are not in mutual agreement on the appointment of a less senior employee from the CDL, the position will be posted.

## 11.08 General Procedure for Both Lists

- (a) In this Article 11.08, "List" means AVL or CDL.
- (b) **Continuation on List:** When an employee's name has been added to a List, he/she may remain on the List for a period of twenty-four (24) months as long as he/she demonstrates continued satisfactory performance in their current job by way of the ECJM Form.
- (c) **Effect of Appointment on Appointee's Placement on List:** Once a candidate accepts a term position, he/she will be considered "not available" for another assignment from the List, provided however when an employee is within twelve (12) weeks of the end of his/her term, the employee's "not available" status will be removed and the employee will be considered to be available for reassignment if (1) the twenty-four (24) month period for carrying forward an interview score has not yet expired; and (2) he/she continues to demonstrate satisfactory performance in his/her current job through the Employee Competency Job Match (ECJM) Form.
- (d) **Union Notification of Offer:** The Employer will advise the Union of a candidate being offered a term position from a List prior to an offer being extended.
- (e) **General Administration re Lists:** Human Resources will maintain the Lists and provide a copy to the Union. Upon request, a candidate will be advised of where he/she places on the list.

## 11.09 Assessment Period

- (a) **Assessment Period:** The Employer agrees that where there is a posting for a permanent position at Level 28 or above, before the Employer proceeds to consider external candidates, the Employer will offer a six (6) month assessment period to a permanent employee who has completed his probationary period and who has received an interview score which, although less than the minimum score normally required for the position, is within five (5) percentage points of that minimum score.  
  
If there are two (2) or more employees within five (5) percentage points of the minimum score, the assessment period will be offered to the more/most senior employee.
- (b) **Back-filling:** If an assessment period is offered to an employee in these circumstances, the position held by the employee at the time of receiving the offer shall be back-filled on a temporary term basis.
- (c) **Removal of Employee from Position:** The Employer may end the assessment period and remove the employee from the position if, at any time during the assessment period, the Employer determines that the person is not satisfactory for the position, but normally the employee will be allowed to complete the assessment period.

- (d) **Limitations:** This special opportunity is given to employees on a limited basis:
  - (i) only once per employee per position; and
  - (ii) only once per vacancy (and therefore if an employee is not successful in such an assessment period, then a similar opportunity will not be offered to a second person for the same vacancy).
- (e) **Restrictions After Unsuccessful Assessment Period:** If an employee is not successful in the assessment period and is removed from the position:
  - (i) the employee is not eligible to use his score to be placed on the CDL;
  - (ii) the employee cannot carry forward his interview score;
  - (iii) the employee is not eligible to apply for or be placed in the same position (term or permanent) for at least twelve (12) months.
- (f) **Simultaneous Posting:** If the Employer reposts the same position after removing an employee during the assessment period, the Union agrees that the Employer may simultaneously post the vacancy both internally and externally.

#### 11.10 Summary and Overview

For clarity, the process for filling vacancies (after any reassignments) is as follows:

- (a) For frequently competed permanent positions:
  - (i) Post vacancy internally.
  - (ii) Candidates that have interviewed previously in the last 24 months, but are not on an AVL, may carry forward score from previous interview or may opt to re-interview (most recent score is used).
  - (iii) Interview and offer to applicant in accordance with Article 11.04 with first interviews being of employees who have completed probationary period.
  - (iv) If no successful candidates from above, interview qualified probationary candidates.
  - (v) If vacancy is not filled internally, post externally and proceed to external candidates, subject to 11.09.
- (b) For non-frequently competed permanent positions:

- (i) Post vacancy internally and where mutual agreement, post internally and externally simultaneously, but only interview external applicants if no internal candidate is selected.
  - (ii) Candidates that have interviewed previously may carry forward score from previous interview for up to 24 months or may opt to re-interview in which case the new score must be used.
  - (iii) Interview and offer to applicant in accordance with Article 11.04 with first interviews being of employees who have completed probationary period.
  - (iv) If no successful candidates from above, interview qualified probationary candidates.
  - (v) If vacancy not filled internally, proceed to external candidates, subject to 11.09.
- (c) For frequently competed term positions:
- (i) Use AVL for terms of any length.
  - (ii) If not filled through the AVL, the CDL is the next step. Mutual agreement between the Employer and the Union is required where the Employer wishes to appoint an employee who is not the most senior employee on the CDL and without mutual agreement, the Employer shall post the vacancy.
  - (iii) If not filled through the AVL or CDL, post internally and interview the pre-determined number of internal candidates.
  - (iv) If no successful candidates from above, interview predetermined number of qualified probationary candidates.
  - (v) If not filled internally from above, post externally and proceed to external candidates.
- (d) For non-frequently competed term positions:
- (i) Post internally and, where mutually agreed, post internally and externally simultaneously (but only review external applicants if no internal applicants qualified or are successful in the interview).
  - (ii) Interview the pre-determined number of internal candidates.
  - (iii) If no successful candidates from above, interview predetermined number of qualified probationary candidates.
  - (iv) If not filled internally, proceed to external candidates.

### **11.11 Return to Former Position**

Permanent employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of said term. If the employee's permanent position has become redundant, the employee shall be entitled to the rights set out in Article 14.

### **11.12 Trial Period**

The successful applicant for promotion to a new or vacant position shall be placed on a trial period for sixty (60) days in the new classification. If the successful applicant proves unsatisfactory in the new position during the aforementioned trial period or wishes to return to his/her former position, he/she shall be returned to his/her former or similar position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her same or similar position and salary without loss of seniority.

### **11.13 Eligibility During Last Twelve (12) Weeks of Term**

Subject to Article 11.11, the successful candidate who is chosen for any term assignment shall be eligible to apply for or accept any non-permanent position twelve (12) weeks prior to the expiry of their term. If the appointment is extended by the employer, after the employee's initial acceptance, the employee is obliged to serve the original term but not the extension.

Should an employee who has been chosen for any term position subsequently request to be released from his/her commitment to serve the complete length of the term position, such request shall require the mutual agreement by the Employer and the Union.

### **11.14 Training**

The Employer shall provide training as per the Training Policy, which may be changed from time to time.

### **11.15 Requests for Reassignment**

- (a) Permanent employees who wish to be reassigned to another assignment via an employee initiated lateral transfer shall submit their request on a specific form designated for that purpose to the current manager with a copy to the Chief Steward of the Union and the Human Resources Department. Employees may modify their request at any time by giving notice to the Human Resources Department, the current manager, and the Union on the specified form. A current and updated copy of the Transfer Request List shall be maintained by the Employer.
- (b) A "lateral transfer" means an assignment of duties in the same Job Classification and Position title in a different work unit.

- (c) When an employee is promoted, transferred, reassigned, or granted an approved leave of absence for greater than 12 months or, terminates employment and a need exists, the Employer shall use the Transfer Request List to determine if any employees have requested a lateral transfer to that particular unit.
- (d) If more than one employee has requested a lateral transfer to a particular unit, subject to Article 11.15 (h), the Employer shall select the employee on the Transfer Request List with greatest length of seniority.
- (e) Employees normally shall not be eligible to request a further lateral transfer unless they have worked at least twelve (12) months in their current assignment due to a previous transfer.
- (f) The Employer shall use the Transfer Request List and the transfer process to fill all vacant positions which result from the first lateral transfer. The transfer process shall be repeated until no employees remain on the Transfer Request List.
- (g) At that point, if a position or assignment is still unfilled, the Employer shall post a vacancy pursuant to Article 11 of the collective agreement. The job posting shall indicate the work assignment, and its work location. Positions shall not be posted until the lateral transfer process and list has been completed.
- (h) If the Employer does not select the most senior person from the Transfer Request List for the assignment, the Employer shall inform the employee of the reasons for its decision in writing. The employee will maintain his or her position on the Transfer Request List.

#### **11.16 Reassignment**

- (a) Notwithstanding any other provision in this collective agreement, the Employer has the right to assign or reassign employees or work as required within the same job classification and position title in the same geographic location (geographic locations are Sydney and Halifax).
- (b) The Employer shall first attempt to utilize Article 11.15 when dealing with reassignment issues.
- (c) The Employer will notify the Union in writing of the reassignment of any employee(s) pursuant to this Article.
- (d) An employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor through the established informal step of the grievance procedure.
- (e) Before a grievance on reassignment is referred to arbitration, the circumstances are to be reviewed by the Labour Management Committee.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

### **12.01 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.

### **12.02 Notification**

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 and the Union in writing by registered mail or personal service, stating the reason for the suspension or discharge.

### **12.03 Reinstatement**

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 12.01, that employee shall be reinstated as soon as possible 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.

### **12.04 Record of Disciplinary Action**

- (a) The Employer agrees not to introduce as evidence in a grievance meeting or arbitration 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 personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

### **12.05 Employee Access to Personnel File**

An employee shall be entitled to review the file maintained by the Employer with respect to the employee, upon providing notice to the Employer. An employee or persons authorized by the employee shall be entitled to obtain copies of any material on his/her file.

## **ARTICLE 13 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### **13.01 Employee Performance Review**

- (a) A formal written review of an employee's performance shall be conducted on a yearly basis.

- (b) 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 seventy-two (72) hours to review the performance review prior to providing any response to the Employer, verbally or in writing with respect to the evaluation.

### **13.02 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. In the event that an employee is entering a performance intervention process, the Employer will engage the Union in discussions before any formal documentation is placed on an employee's file.

## **ARTICLE 14 - JOB SECURITY**

### **14.01 Application**

- (a) For the purposes of this Article "employee" means permanent employee and a permanent employee on probation.

### **14.02 Seniority List**

- (a) The Employer agrees to post a seniority list within thirty (30) days of the signing of this Agreement and from year to year thereafter.
- (b) Issues regarding employee seniority must be addressed within thirty (30) days of the posting of the revised seniority list. After the thirty (30) day period, the list shall be relied upon as posted or/and amended.

### **14.03 Loss of Seniority**

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is deemed to have resigned; a deemed resignation shall be defined as being absent from the workplace for ten (10) or more consecutive days without permission.
- (d) the employee is struck from the recall list in accordance with Article 14.10(d);
- (e) the employee is laid off for more than twenty-four (24) consecutive months without recall;

- (f) the employee leaves the bargaining unit to work in a permanent excluded position.

#### **14.04 Consultation**

Where employees 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 the adverse effects of the decision to lay off an employee(s).

#### **14.05 Layoff**

- (a) Subject to the limitations in this Article, an employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position becomes redundant the provisions of Article 14.09 shall apply.

#### **14.06 Layoff Procedure**

- (a) Where the layoff of bargaining unit members is necessary, and provided ability, skill and qualifications are sufficient to perform the job, employees shall be laid off in reverse order of seniority.
- (b) Term employees shall be laid off prior to the layoff of a permanent employee in the same classification.

#### **14.07 Alternatives to Layoff**

The Employer shall not give a notice of layoff to any employee before the Employer has first:

- (a) Attempted to place an employee in a vacant position in accordance with the procedure in Article 14.09(a).

#### **14.08 Notice of Layoff**

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off.
- (b) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- (c) If forty (40) days notice of layoff is not sent to the Union and the employee(s) as required in Article 14.08(a), the notice of layoff shall be null and void.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:

- (1) to exercise placement/displacement rights in accordance with the procedures set out in Article 14.09;
- (2) to accept layoff and be entitled to recall in accordance with Article 14.10;
- (3) resign with severance pay.

#### **14.09 Placement/Displacement Procedures**

- (a) Subject to consideration of ability, experience and qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, who has not been placed in accordance with Article 14.07 or whose position has become redundant, shall have the right to be placed in a vacancy in the following sequence:

- (1) same position classification title, same office location;
- (2) any position classification title, same office location;

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

- (b) An employee is not required to accept a vacant position or a displacement which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy or displacement at any step in the placement/displacement procedures under this Article shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
- (c) **Prior to proceeding to Article 14.09 (d), the Union and Employer shall meet to discuss alternative measures to giving notice of layoff. Where the Union and the Employer agree that alternative measures will be undertaken, no further activity in the sequence set out in Article 14.09 will take place until all such measures are exhausted. Such alternative measures shall be deemed to not violate the Collective Agreement.**
- (d) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 14.09(b), the employee shall have the right to displace another employee with the least seniority who is in the same position classification title, within the same office location.
- (e) If a displacement is not available under (d) above, the employee shall have the right to displace another employee with the least seniority who is in any equal or lower position classification title, in the same office location. Such displacement is subject to consideration of Article 14.09(a).
- (f) An employee who has elected to exercise displacement rights in accordance with (e) above and has been unable to do so, shall be entitled to exercise

placement rights to vacant positions in respect to any other office location. Such placement rights shall be exercised in respect to any other office location, in accordance with the provisions in the sequence set out in 14.09(a) and 14.09(b) and, the employee is entitled to a choice of position.

- (g) If a vacancy is not available under (f) above, the employee shall have the right to displace another employee with the least seniority who is in the same position classification title within any other office location. Such displacement is subject to consideration of Article 14.09(a).
- (h) If a displacement is not available under (g) above, the employee shall have the right to displace another employee with the least seniority who is in any equal or lower position classification title in any other office location. Such displacement is subject to consideration of Article 14.09(a).
- (i) An employee who chooses to exercise rights in accordance with Article 14.09(a) may elect at any step, beginning with Article 14.09(a) to accept layoff and to be placed on the recall list or to resign with severance pay in accordance with Article 14.12.
- (j) A permanent employee who is placed in a term position shall retain his/her status as a permanent employee.
- (k) An employee who is placed in or who displaces to a position which has a lower maximum salary than the employee's classification shall receive salary protection on a Present Incumbent Only (PIO) basis, for six (6) months. At the completion of six (6) months of PIO salary, the employee shall move to the step in his new lower classification which provides a salary closest to, but not less than, his PIO salary.**
- (l) Each employee who is displaced pursuant to Article 14.09 shall be entitled to the full rights contained in Article 14.09 including an offer to voluntarily resign with severance and shall be considered in receipt of a layoff notice from the Employer. A displaced employee shall be considered to be laid off for the purposes of the period of notice required under Article 14.08.
- (m) An employee will have a maximum of two (2) full days to exercise his/her rights at any of the foregoing steps of the placement/displacement procedures provided for herein.
- (n) The Employer shall ensure a familiarization period subsequent to the placement/displacement process to enable the employee to perform the duties of the position.
- (o) Should a position in the employee's original position classification title become available up to twelve (12) months subsequent to lay-off, the employee shall have the option to return to that position.**

#### **14.10 Recall Procedure**

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

#### **14.11 Termination of Recall Rights**

If the layoff lasts for more than twenty-four (24) consecutive months without recall, the layoff shall be a termination of employment and recall rights shall lapse.

#### **14.12 Severance Pay**

- (a) At the end of the twenty-four (24) month period referred to in Article 14.11 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the Employer shall pay a severance allowance equivalent to three week's pay, to a maximum of fifty-two (52) weeks, for each year of service and proportionately less for a partial year of service.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.01.

#### **14.13 No New Employees**

No new employee shall be hired unless all employees on the recall list who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

#### **14.14 Preservation of Bargaining Unit Work**

The Employer agrees not to hire persons at the Board outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.

### **ARTICLE 15 - HOURS OF WORK**

#### **15.01 Hours of Work**

- (a) Hours of work shall be scheduled for employees on a regular basis, so that employees on a weekly basis work thirty-five (35) hours exclusive of meal break, Saturday and Sunday. Hours of work shall not normally begin before 7:00 a.m. nor end after 7:00 p.m. except as provided in Articles 15.05 and 15.06.
- (b) Current employees in existing positions shall not be required to alter their current hours of work. Where, however, a new position or vacancy is created, the Employer may schedule hours of work pursuant to the expanded hours of work outlined in Article 15.01(a).
- (c) Issues concerning changes to Articles 15.01 (a) and (b), excluding Articles 15.05 and 15.06, shall be the subject of discussion at the Labour Management Committee and shall require mutual agreement between the parties.

#### **15.02 Employee Rights**

No employee shall be required to work other than the hours of work as set out in Article 15.01 except by mutual agreement between the Union and the Employer.

#### **15.03 Meal Breaks**

Meal breaks shall not be less than thirty (30) minutes in a day for employees whose work schedules are provided for in Article 15.01.

#### **15.04 Rest Periods**

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

### **15.05 Flexible Working Hours**

The Employer shall where operational requirements and efficiency of the Employer permit, authorize a flexible working hours schedule.

### **15.06 Modified Work Week**

- (a) Where employees in a unit have indicated a desire to work modified work week, the Employer may authorize experiments with a modified work week schedule, providing operational requirements permit and the provision of service is not adversely affected. The averaging period for modified work week shall not exceed three (3) calendar weeks and the work day shall not exceed ten (10) hours.
- (b) Employees on a two (2) week cycle must schedule their modified days on Mondays or Fridays, in consultation with management and where operational requirements make it feasible.
- (c) Where an employee's modified day falls on a holiday, the Employer shall permit the employee to take his/her modified day on another day.
- (d) New employees who are eligible to work a modified work week will be ineligible to work a modified work schedule for their first three (3) months of employment.

### **15.07 Return to Regular Hours**

In the event that a modified work week or a flexible working hours system provided for in Articles 15.05 and 15.06:

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

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

### **15.08 Conversion of Hours**

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

- calculation of service under Article 1.01(i)(2)
- annual vacation entitlement
- vacation carryover
- paid holiday under Article 22.01
- bereavement leave

- leave for birth of child or adoption
- sick leave
- acting pay qualifying period

## **ARTICLE 16 - JOB SHARING**

### **16.01 Job Sharing Conditions**

The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.

### **16.02 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.

### **16.03 Rights and Benefits**

Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the collective agreement.

### **16.04 Operational Requirements**

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

### **16.05 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 job level and be suitably qualified and capable of carrying out the full time duties and responsibilities of the position to be shared.

### **16.06 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 (2) employees requesting approval to implement a job sharing arrangement will submit the appropriate application form to the immediate supervisor of the position to be job shared.

### **16.07 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 (2) year 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 full time positions they held prior to entering into the job sharing arrangement.

#### **16.08 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.

#### **16.09 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 1.01(i) (2) of the Collective 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.

#### **16.10 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 17 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.

#### **16.11 Pro-Ration of Benefits**

The following benefits will be pro-rated in accordance with this Article:

(a) Holidays

Each employee will be entitled to one-half (1/2) the paid holidays provided for under Article 22 of the Collective Agreement.

(b) Sick Leave Illness

One-half of the entitlement provided for under Article 31, up to a maximum of the equivalent of fifteen (15) days at the appropriate full time salary level.

(c) Long Term Disability

**Based on one-half (1/2) the employee's normal full-time salary with the Employer subject to the terms of the LTD Plan.**

(d) Other Paid Leaves

One-half (1/2) the entitlement provided for in the Collective Agreement.

- (e) Group Life Assurance

Based on one-half (1/2) the employee's normal full time salary **with the Employer subject to the terms of the life insurance policy.**

- (f) Monthly Allowances/Premiums

One-half (1/2) the entitlement provided for in the Collective Agreement.

#### **16.12 Pension**

Pursuant to Article 29 of the Collective Agreement, employees shall continue to be covered by the provisions of the applicable pension plan. During the job sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 16.09 and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

#### **16.13 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 be terminated and the remaining participant will revert to full time status in the position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

#### **16.14 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.

#### **16.15 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 16.07, 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.

#### **16.16 Filling of Vacancy**

A position vacated by an employee participating in a job sharing arrangement shall be posted in accordance with the procedures set out in Article 11.

#### **16.17 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.

### 16.18 Exception

- (a) Job sharing arrangements outside of the above noted articles will be considered on a case-by-case basis by the Labour Management Committee.
- (b) In circumstances other than a 50/50 job share, pro-rating will be calculated accordingly.

## ARTICLE 17 - OVERTIME

### 17.01 Definitions

In this Article and Article 22

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

$$\frac{\text{biweekly rate} \times 1.5}{70}$$

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

$$\frac{\text{biweekly rate} \times 2}{70}$$

### 17.02 Allocation and Notice of Overtime

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

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

### 17.03 Union Consultation

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

### 17.04 Overtime Compensation

Subject to Article 17.05 an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by him/her.

#### **17.05 Overtime Eligibility**

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

#### **17.06 Form of Compensation**

Compensation for overtime shall be paid except where, upon the 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. **Time off in lieu of pay shall be scheduled to be taken at a mutually agreeable time.**

#### **17.07 Overtime Meal Allowance**

An employee who works a minimum of three (3) hours overtime following his/her scheduled hours of work \*and following his/her regular shift 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 **fifteen (\$15.00)** dollars effective on the date the agreement is ratified, except where free meals are provided.

#### **17.08 Computation of Overtime**

In computing overtime a period of less than thirty-five (35) minutes shall be counted as one half (1/2) hour and a period of thirty-five (35) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

#### **17.09 Overtime on Second Day of Rest**

An employee who is required to work overtime on his/her second or subsequent day of rest is entitled to compensation at double time for all hours worked.

#### **17.10 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 or his/her rate whichever is higher.

#### **17.11 Time Off In Lieu of Overtime**

Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid on the subsequent bi-weekly pay. Notwithstanding, employees may bank their time off with pay in lieu by mutual agreement between the Employer and the employee. **Time off in lieu of pay shall be scheduled to be taken at a mutually agreeable time.**

### **17.12 Advance Notice of Overtime Requirements**

An employee who is required to work overtime which does not immediately follow his/her shift shall be given not less than four (4) hours prior notice. If such notice is not given, the provisions of 18.01 shall apply. A meal shall not be considered as breaking the continuity of such overtime.

### **17.13 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 15 in order to equalize any overtime worked.

### **17.14 Emergency Overtime**

- (a) Employees who work emergency overtime may request reimbursement for reasonable costs incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the employee for child care expenses which would have normally been incurred.
- (b) In situations of emergency overtime, where an employee does not have access to a vehicle to return to his/her place of residence, the employee will be reimbursed their actual transportation costs.

## **ARTICLE 18 - STANDBY AND CALLBACK**

### **18.01 Standby Compensation**

Employees required to standby shall receive standby pay. The rates for standby are set out below for both regular and holiday days:

Regular: \$16.21 per shift

Holiday: \$32.40 per shift

### **18.02 Limit on Standby**

Employees shall not be required to work unreasonable amounts of standby.

### **18.03 Employee Availability**

- (a) An employee designated for standby duty shall be available during his/her period of standby duty at a known telephone number or pager number and be able to report for duty as quickly as possible if called.
- (b) The Employer will supply pagers and cellular telephones in good working condition to members of the bargaining unit who are designated for standby duty.

#### 18.04 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.

#### 18.05 Callback Compensation

- (a) An employee who is called back to work and who reports to work shall be compensated for a minimum of four (4) hours pay at straight time rates for the period worked, or at 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 on standby.

#### 18.06 Meaning of Holiday

**When a paid holiday falls on a Saturday or Sunday which is an employee's regular day of rest, the Employer grants the holiday on another day under Article 22.03. For the purposes of compensation under Article 18, in particular stand-by pay under Article 18.01 and the applicable overtime rate for call-back compensation under Article 18.05, "holiday" means the actual calendar day of the holiday on the Saturday or Sunday and not the other day granted under Article 22.03.**

#### 18.07 Transportation Allowance

Effective on the date of signing of the Agreement, employees called back shall be reimbursed their actual mileage with a minimum of five (\$5.00) dollars per call for transportation to and from the place of work.

### ARTICLE 19 - TRANSPORTATION

#### 19.01 Kilometer Allowance

- (a) An employee who is authorized to use a privately owned automobile on the Employer's business, pursuant to Memorandum of Agreement #2, shall have the following options effective **April 1, 2009**:

0 – 18,000 kilometers	-	<b>40.92</b> cents per kilometer
18,001 – 27,000 kilometers	-	<b>36.11</b> cents per kilometer
27,000+ kilometers	-	<b>27.68</b> cents per kilometer

OR

- (b) **\$318.09** per month plus **23.47¢** per kilometer.

- (c) Where an employee transports other employees in his/her privately owned automobile for the purpose of the Employer's business, he/she shall be paid the following:
  - (i) forty-nine (49¢) per kilometer if three (3) or more additional employees are transported;
  - (ii) forty-five cents (45¢) per kilometer if fewer than three (3) additional employees are transported.
- (d)
  - (i) The Employer agrees to adjust the rates in Article 19.01(a) to Civil Service rates if, during the life of this Collective Agreement, an increase is negotiated.
  - (ii) Any upward adjustment in rates shall be effective on the same date as they apply to the Civil Service

## **19.02 Other Expenses**

- (a) Reasonable expenses incurred by employees in travel on the business of the Employer shall be reimbursed by the Employer, as per the Travel Expense Policy C 7.1.1 which is attached as Memorandum of Agreement #3, but which does not form part of this Collective Agreement.
- (b) The Employer agrees not to decrease any rate in the Travel Policy during the life of this Collective Agreement.

## **ARTICLE 20 - PAY PROVISIONS**

### **20.01 Rates of Pay**

The rates of pay contained in Schedule A form part of this Collective Agreement.

### **20.02 Rate of Pay Upon Appointment**

Subject to Article 20.03, the rate of compensation of the person upon appointment shall be the rate prescribed for the class to which he/she is appointed.

### **20.03 Exception**

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

#### **20.04 Rate of Pay Upon Promotion and/or Reclassification**

- (a) An employee who is promoted to a position having a higher salary scale, shall be paid at the salary rate next higher to the salary rate received prior, provided that the new salary rate represents a minimum of one hundred and four percent (104%) of the regular earnings which the employee would have received in the next fifty-two (52) week period, had no promotion taken place.
- (b) An employee whose position has been classified upwards shall be paid at the salary rate next higher to the salary rate received prior to the effective date of the reclassification, provided that the new salary rate represents a minimum of one hundred and four percent (104%) of the regular earnings which the employee was receiving prior to the effective date of the reclassification.**

#### **20.05 Exception**

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 20.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified employee to the position.

#### **20.06 Anniversary Date**

The anniversary date of an employee shall be the date of appointment. The anniversary date will only change if:

- (a) the employee is promoted to a permanent position, in which case the effective date of the promotion becomes his/her new anniversary date;
- (b) the employee is promoted to a term position, in which event the effective date of the promotion becomes the "interim anniversary date" with respect to meritorious increments while the employee is in the term position. Upon completion of the term and return to the original job, the employee shall be placed at the step he/she would have been at had the term appointment never been made, and the anniversary date shall revert back to the former date;
- (c) 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.

#### **20.07 Salary Increments**

- (a) The Employer shall grant an increment for satisfactory service, subject to the classification maximum, after an employee has served for a period of twelve (12) months following the first day of the month established in Article 20.06 or twelve (12) months following the date of a change in his/her rate of compensation as established in Articles 20.04 and 20.05 and thereafter at least every twelve (12) months, provided the employee's performance has been satisfactory.

- (b) The Employer may grant an increment for meritorious service after an employee has served for a period of at least six (6) months following the first day of the month established in Article 20.06.

#### **20.08 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) days. The acting pay received shall provide for the greater of:
  - (i) the first year rate in the position in which the employee is acting; or
  - (ii) the equivalent to a placement in the new salary range which will give the employee at least one hundred and four percent (104%) of the employee's present regular rate. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.
- (b) 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.

#### **20.09 Notice of Withheld Increment**

When an increase provided for in Article 20.07(a) is withheld, the reason for withholding shall be given to the employee in writing by the Employer at least ten (10) days in advance of the employee's anniversary date.

#### **20.10 Granting of Withheld Increment**

When an increase provided for in Article 20.07(a) is withheld, the increase may be granted on any subsequent day of any month after the anniversary date upon which the increase was withheld.

#### **20.11 Implementation of Negotiated Increases**

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

### **ARTICLE 21 - VACATIONS**

#### **21.01 Vacation Year**

The vacation year means the twelve (12) month period beginning January 1 and concluding December 31.

## 21.02 Annual Vacation Entitlement

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

- (a) each year during his/her first seventy-two (72) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; three (3) weeks during the first six (6) years of service;
- (b) each year after seventy-two (72) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after six (6) years of service;
- (c) **effective January 1, 2011**: each year after **one hundred and sixty-eight (168)** months of service at the rate of two and one-twelfth (2 1/12) days for each month of service; five (5) weeks after **fourteen (14)** years of service;
- (d) each year after two hundred and seventy-six (276) 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-three (23) years of service.

## 21.03 Vacation Use

Vacation shall be taken in the year it is earned except as provided elsewhere in this agreement.

## 21.04 Authorization

An employee shall be granted vacation leave at such time during the year as the Employer reasonably determines.

## 21.05 Employer Compensation Upon Separation

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

## 21.06 Vacation Scheduling

- (a) Except as otherwise provided in this collective agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of his/her vacation preference before November 15. The Employer will indicate in writing if the employee's request is authorized before December 15. This shall cover the period from January 1 to March 31 of the upcoming vacation year.
- (b) The employee shall advise the Employer in writing of his/her vacation preference before February 15 of the current vacation year. The Employer will indicate in writing if the employee's request is authorized before March 15th. This shall cover the period from April 1 to December 31.

- (c) Preference of vacation schedule shall be given to those employees with the greater length of seniority.
- (d) Should, after the vacation schedule is posted, operational requirements permit additional employees to be on vacation leave, such opportunity shall be offered to employees in a work unit by length of service.

#### **21.07 Employee Request**

Subject to the 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 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.

#### **21.08 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.

#### **21.09 Vacation Carry Over**

- (a) Except as otherwise provided in this collective agreement, vacation leave for a period; of not more than ten (10) days may, with the consent of the Employer, be carried over to the following year, and shall be paid out 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 October 31 of the year in which the vacation is earned, provided however that the Supervisor may accept a shorter period of notice of the request.
- (b) An employee unable to take vacation leave due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.
- (c) An employee may, in extenuating circumstances, carry over more than ten (10) days to the following year, subject to the Employer's approval, which shall not be unreasonably withheld.

#### **21.10 Accumulative Vacation Carry Over**

- (a) An employee, with the approval of the Employer, may be granted permission to carry over five (5) days of his/her 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 Board.

- (b) The vacation leave approved pursuant to Article 21.10(a), shall be used within five (5) years subsequent to the date on which it was approved and may be paid out or extended at the Employer's discretion.

#### **21.11 Borrowing of Unearned Vacation Credits**

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

#### **21.12 Employee Compensation Upon Separation**

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

#### **21.13 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.

#### **21.14 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 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.

#### **21.15 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.

#### **21.16 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.

#### **21.17 Vacation Records**

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

### **21.18 Reinstatement of Vacation upon Recall**

The period of vacation leave displaced resulting from recall and transportation time in accordance with Article 21.14 shall either be added to the vacation period, if requested by the employee or reinstated for use at a later date.

## **ARTICLE 22 - HOLIDAYS**

### **22.01 Paid Holidays**

The holidays for employees shall be:

- |                    |                      |
|--------------------|----------------------|
| (a) New Year's Day | (f) Labour Day       |
| (b) Good Friday    | (g) Thanksgiving Day |
| (c) Easter Monday  | (h) Remembrance Day  |
| (d) Victoria Day   | (i) Christmas Day    |
| (e) Canada Day     | (j) Boxing Day       |
- (k) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (1/2) day beginning at 12:00 noon on Christmas Eve Day.
- (m) any other day or part of a day declared by the Employer to be a holiday.

### **22.02 Exception**

Article 22.01 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.

### **22.03 Holiday Falling on a Day of Rest**

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

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

### **22.04 Holiday Coinciding with Paid Leave**

Where a day that is a designated holiday for an employee as defined in Article 22.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

## **22.05 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 22.01, 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, 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 22.05(b), compensation shall be granted at the employee's regular rate of pay.

## **22.06 Overtime on a Holiday**

Where an employee is required to work overtime on a paid holiday, as defined in Article 22.01, 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 22.06(b), compensation shall be granted at the employee's regular rate of pay.

## **22.07 Time Off in Lieu of Holiday**

In no case the total time off in lieu of holiday referred to in 22.05 (b) and 22.06 (b) above shall exceed the equivalent of one (1) complete shift.

# **ARTICLE 23 - OTHER LEAVES**

## **23.01 Special Leave**

The Employer may grant to an employee:

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those covered under 23.02 to 23.15 inclusive, for such period as it deems circumstances warrant;

- (c) a leave of absence for up to twenty-four (24) months to work in an excluded position;
- (d) special leave and upon four (4) weeks' notice to the Employer, be entitled to return to his/her position earlier than the expiry date of the leave.

### 23.02 Bereavement Leave

- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, step-parent(s), brother, sister, spouse, child of the employee, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, guardian or ward of the employee, grandparent or grandchild, brother-in-law, sister-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 one (1) day leave with pay for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parent(s), and spouse's grandparent(s). **In these circumstances, an employee may also be granted up to one (1) day for travel, with up to two (2) days for out of province travel, for the purpose of attending the funeral, and shall be paid for such travel day(s) which is/are not regularly scheduled days of rest.**
- (c) The above entitlement is subject to the requirement of proper notification being made by the employee to the Employer.
- (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.
- (e) Should a funeral, memorial or similar service be scheduled at a later date, a portion of bereavement leave may be deferred for the purpose of attending that service.
- (f) A modified day which falls on a day during bereavement leave shall be rescheduled.

### 23.03 Court Leave

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

- (a) to serve on a jury, or;
- (b) by subpoena or summons to attend as a witness in any proceeding held:

- (1) in or under the authority of a court, or;
  - (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it, or;
  - (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (c) Where an employee, as a result of the functions he/she fulfills on behalf of the employer, is required to serve pursuant to Article 23.03(b), on a day other than a regularly scheduled work day, he/she shall be granted another day of rest or vacation day.

#### **23.04 Jury Compensation**

Any employee given leave of absence with pay to serve on a jury pursuant to Article 23.03 shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

#### **23.05 Pregnancy Leave**

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) An employee shall no later than the fifth month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such 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 as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, no sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks' notice **in writing** of the date she will begin her 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.** Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;

- (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
  - (iii) by adding the date that the employee will return to work if the notice is amended at least two (2) weeks before the employee would have been required to return to work.**
- (g) Where notice as required under Article 23.05(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (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; and**
  - (ii) the delivery where the actual delivery occurs sooner than expected.**

#### **23.06 Pregnant Employee Rights**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require a pregnant employee employed with the Employer for at least twelve (12) months to take unpaid leave while the duties of her position cannot reasonably be performed by a pregnant woman or if her work performance is materially affected, subject to the protection provided to pregnant employees by the Human Rights Act;
- (c) An employee experiencing illness arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave, shall be granted sick leave in accordance with the provisions of Article 31.

#### **23.07 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 Benefits (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 payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have**

been eligible if no other earnings had been received during that period, as follows:

- (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits; and
  - (ii) up to a maximum of five (5) additional weeks.
- (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 classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount if she is required to remit to Human Resources and Skills 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.

#### 23.08 Parental Leave

- (a) Definition

"Parental Leave" is an unpaid leave available to an employee employed with the Employer who becomes a parent through birth or adoption of a child **or children**.

- (b) Parental Leave

An employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence of up to **fifty-two (52)** weeks upon giving the Employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

(c) Parental Leave Following Pregnancy Leave

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home during pregnancy leave:

- (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work; and
- (ii) shall end not later than **thirty-five (35)** weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end.

(d) Parental Leave for Spouse

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 23.08(c):

- (i) shall begin on such date coinciding with or after the birth of the child as the employee determines and;
- (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

## **23.09 Adoption Leave**

(a) **Definition**

**“Adoption” Leave is an unpaid leave available to an employee employed with the Employer who becomes a parent through the adoption of a child.**

- (b) **An employee who becomes a parent of one or more children through the placement of the child or children in the 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.**

- (c) **The Employer shall require an employee who requests Adoption Leave pursuant to Article 23.10(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.**

- (d) **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).**
- (e) **If both adoptive parents of a child or children are eligible for adoption pursuant to this Article, the total adoption leave taken by both employees shall not exceed fifty-two (52) weeks.**

### **23.10 Parental and Adoption 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 Benefits (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 payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period, as follows:**
  - (i) **where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits; and**
  - (ii) **up to a maximum of ten (10) additional weeks.**
- (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 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 classification.**
- (d) **Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.**
- (e) **The Employer will not reimburse the employee for any amount if she/he is required to remit to Human Resources and Skills Development Canada,**

**where his/her annual income exceeds one and one-half (1-½) times the maximum yearly insurable earnings under the Employment Insurance Act.**

### **23.11 Rights of Employees on Pregnancy, Parental or Adoption Leave**

- (a) If an employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- (b) When an employee reports for work upon the expiration of the period referred to in 23.05, 23.08 or 23.09, he/she shall resume work in the same position they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and his/her service and seniority shall be deemed to be continuous.
- (d) While an employee is on pregnancy or parental leave, **the employee has the option of maintaining** coverage for medical, extended health, group life and any other employee benefit plan **in which the employee participated prior to the commencement of that period. Where the employee opts to maintain the benefit plan, the employee** shall continue to pay his/her share of premium costs for maintaining such coverage during the period of leave **and the Employer shall continue to pay its share of premium costs for maintaining such coverage.**

### **23.12 Leave for Birth of Child or Adoption**

On the occasion of the birth or adoption of a child, an employee not on pregnancy or parental leave shall be granted special leave with pay up to a maximum of three (3) days during the confinement of the mother or the child's arrival in the home. This leave may be divided into three (3) periods and granted on separate days.

### **23.13 Leave of Absence for Political Office**

- (a) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a municipal, federal or provincial election.
- (b) An employee who is a Candidate and wishes a leave of absence shall apply to the Employer and the leave of absence shall be granted.
- (c) Where the employee withdraws as a Candidate and before the election, notifies the Employer of the employee's intention to return to work, the employee is entitled to return, to the position the employee left, two weeks after the notice has been given to the Employer unless the Employer and the employee both agree to the employee returning at another time.

- (d) An employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the employee notifies the Employer that the employee wishes his/her leave of absence to be extended for such number of days, not exceeding ninety (90), as the employee states in the notice and in such case the leave of absence shall terminate as stated in the notice.
- (e) An employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position which that employee left.
- (f) The leave of absence of an employee who is a successful Candidate shall be extended from ordinary polling day of the election of which the employee is elected until two weeks after:
  - (i) the employee resigns from the position the employee was elected where that resignation occurs before the next election;
  - (ii) where the elected body is dissolved for the next election, the date the employee notifies the Employer that the employee does intend to be a Candidate at that next election;
  - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
  - (iv) declaration day for the next election when it is official that the employee has not been re-elected, whichever is the latest.
- (g) Where an employee is elected for the second time, the leave of absence for the employee to be a Candidate terminates on the day the employee is declared elected for the second time and the employee ceases to be an employee for all purposes, including entitlement to all employee benefits, as of that day.
- (h) An employee who is not re-elected in the second election during the leave of absence may return to the position that employee left, or where that position has been filled or eliminated, to an equivalent position when the leave of absence expires pursuant to paragraph (f).
- (i) During the employee's leave of absence to be a Candidate, the employee shall not be paid but the employee, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the employee were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one of more of them, if the employee pays both the employee's and Employer's share of the cost.

### **23.14 Military Leave**

The parties agree:

- (a) where operational requirements permit, an employee may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty. Requests for leaves greater than two (2) weeks will be considered on a case-by-case basis.
- (b) an employee who is given leave of absence with pay pursuant to this Article shall have deducted from his/her salary an amount equal to the amount paid by the Department of National Defense to him/her as salary.
- (c) where an employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, he/she shall receive full salary from the Employer notwithstanding amounts paid to him/her by the Department of National Defense.

### **23.15 Prepaid Leave**

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

### **23.16 Education Leave**

Education leave shall be available to employees as per the Training Policy which is attached to and forms part of this collective agreement.

### **23.17 Float Days**

- (a) Employees shall be granted four (4) float days with pay per calendar year. Float days shall be pre-scheduled, where possible, at a mutually acceptable time. Float days may be utilized for, but are not limited to, the following reasons:
  - (1) professional appointments that cannot be scheduled outside of normal working hours;
  - (2) family illness;
  - (3) emergency;
  - (4) change of residence;
  - (5) marriage;
  - (6) graduation;

- (b) Employees who do not pre-schedule a float day, (i.e., unforeseen circumstances) shall notify the Employer as soon as possible of the request for a float day.
- (c) Leave for more than one (1) consecutive day shall be at the discretion of the Employer.
- (d) An employee may take up to two (2) pre-scheduled float days in conjunction with vacation.

### **23.18 Pre-Retirement Leave**

An employee who has completed at least twenty five (25) years of service with the Employer shall be entitled to five (5) days of leave in the last year of employment to prepare for retirement. The employee must declare his or her intention to retire prior to taking pre-retirement leave. This entitlement can only be utilized once.

### **23.19 Compassionate Care Leave**

**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 in accordance with section 60E of the Labour Standards Code, which, as of October 2011, provides as follows:**

#### **60E Entitlement to unpaid compassionate-care leave**

##### **(1) In this Section.**

- (a) **“common-law partner” of an individual means another individual who has cohabitated with the individual in a conjugal relationship for a period of at least one year;**
- (b) **“family member”, in relation to an employee, means**
  - (i) **a spouse or common-law partner of the employee,**
  - (ii) **a child of the employee or a child of the employee’s spouse or common-law partner,**
  - (iii) **a parent of the employee or a spouse or common-law partner of the parent, and;**
  - (iv) **any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;**
- (c) **“week” means the period between midnight on Saturday and midnight on the following Saturday.**

- (2) **An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight**

weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from

- (a) the day the certificate is issued; or
  - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in subsection (2) may only be taken during the period
- (a) that begins with
    - (i) the first day of the week in which the certificate is issued, or
    - (ii) 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
  - (b) that ends with the last day of the week in which either of the following occurs:
    - (i) the family member dies; or
    - (ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).
- (4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.
- (5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).
- (6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption on benefits.
- (7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.
- (8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).

- (9) **An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section.**

## **ARTICLE 24 - COMPENSATION FOR INJURY ON DUTY**

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

### **24.02 Injury Pay Provisions**

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 his/her 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.

### **24.03 Record of Injury**

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

### **24.04 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.

## **ARTICLE 25 - SAFETY AND HEALTH**

### **25.01 Safety and Health Provisions**

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer agrees to work in conjunction with the Union to respond to recommendations from the Joint Occupational Health and Safety Committee, and both parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed to prevent or reduce the risk of employment injury or employment-related chronic illness.

### **25.02 Occupational Health and Safety Act**

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

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

- (a) The Employer agrees to the establishment of a Joint Occupational Health and Safety Committee consisting of representation of employees and the Employer.

- (b) Management representation shall include at least three representatives from management; however, management representation shall at no time comprise more than 50% of the Joint Occupational Health and Safety Committee.
- (c) The Employer accepts its responsibility to support the Joint Occupational Health and Safety Committee Terms of Reference, established in accordance with the *Occupational Health and Safety Act*.

#### **25.04 First Aid**

The Employer agrees to fulfill the mandate outlined in the First Aid Regulations, enacted pursuant to the *Occupational Health and Safety Act*.

#### **25.05 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*.

#### **25.06 Video Display Terminals and Other Equipment**

- (a) An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the employer.
- (b) A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her unborn child, may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying she is pregnant and outlining the employee's concern. Upon receipt of the request, the Employer, where possible, will assign the pregnant employee to an alternate position and/or classification or to alternate duties within the Employer.

#### **25.07 Right to Refuse Work and Consequences of Refusal**

- (1) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until:
  - (a) the Employer has taken remedial action to the satisfaction of the employee;
  - (b) the committee has investigated the matter and unanimously advised the employee to return to work; or

- (c) an officer appointed under the Occupational Health and Safety Act has investigated the matter and has advised the employee to return to work.
- (2) Where an employee exercises the employee's right to refuse to work pursuant to subsection (1), the employee shall
  - (a) immediately report it to a supervisor;
  - (b) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative; and
  - (c) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to clauses (a) and (b), report it to the Occupational Health and Safety Division of the Department of Labour.
- (3) At the option of the employee, the employee who refuses to do any act pursuant to subsection (1) may accompany an Occupational Health and Safety officer or the committee or representative on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (4) An employee who accompanies an officer, the committee or a representative, as provided in subsection (3), shall be compensated in accordance with subsection (7), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.
- (5) Where an employee refuses to do work pursuant to Subsection (1), the Employer may reassign the employee to other work and the employee shall accept the re-assignment until the employee is able to return to work pursuant to Subsection (1).
- (6) Where an employee is reassigned to other work pursuant to Subsection (5), the Employer shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (7) Where an employee has refused to work pursuant to Subsection (1) and has not been reassigned to other work pursuant to Subsection (5), the Employer shall, until Subsection (1) (a), (b), or (c) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.
- (8) A reassignment of work pursuant to Subsection (5) is not a discriminatory action pursuant to Article 25.08.
- (9) An employee may not, pursuant to this Section, refuse to use or operate a machine or thing or to work in a place where:
  - (a) the refusal puts the life, health or safety of another person directly in danger; or

- (b) the danger referred to in Subsection (1) is inherent in the work of the employee.

#### **25.08 Restriction on Assignment of Work Where Refusal**

Where an employee exercises the employee's right to refuse to work pursuant to Article 25.07, no employee shall be assigned to do that work until the matter has been dealt with under that Article, unless the employee to be so assigned has been advised of:

- (a) refusal by another employee;
- (b) the reason for the refusal; and
- (c) the employee's rights pursuant to this Article.

#### **25.09 No Discrimination**

The Employer shall not take, or threaten to take, discriminatory action against an employee because the employee has acted in compliance with this Article or the *Occupational Health and Safety Act* or the Regulations enacted pursuant to that Act.

### **ARTICLE 26 - NOTICE OF RESIGNATION**

#### **26.01 Notice of Resignation**

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

#### **26.02 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 received by the Employer.

#### **26.03 Failure to Give Notice**

An employee who fails to give notice required by Article 26.01, 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.

#### **26.04 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 Employer of the reason for his/her absence.

#### **26.05 Acknowledgment of Letters of Resignation**

- (a) Receipt of letters of resignation shall be acknowledged by the Employer in writing.
- (b) Pursuant to Article 26.03, the Employer shall forward a registered letter to the employee who failed to give notice acknowledging the resignation.

### **ARTICLE 27 - GRIEVANCE PROCEDURE**

#### **27.01 Grievances**

- (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 in charge no later than fifteen (15) days after the date on which he/she became aware of action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall respond to the employee and/or Steward within five (5) working days of the discussion unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it may be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the person designated by the Employer at each level of the grievance procedure shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

#### **27.02 Union Approval**

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

### **27.03 Grievance Procedure**

The following grievance procedure shall apply:

#### Step One

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

#### Step Two

Within five (5) days from the expiration of the five (5) day period referred to in Step One, the employee(s) may present his/her grievance in writing to the person designated as the second level of the grievance procedure.

Any proposed settlement of the grievance presented at Step One and any replies must accompany the grievance when it is presented to the second level designate. The second level designate shall reply in writing to the employee(s) within fifteen (15) days from the date the grievance was presented to him/her.

#### Step Three

Where an employee has presented a grievance up to and including step two of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and his/her grievance has not been dealt with to his/her satisfaction, the employee(s) may refer his/her grievance to arbitration pursuant to Section 42 of the Trade Union Act within ninety (90) calendar days.

### **27.04 Decision by Employer**

The decision given by the second level designate at the final step in the grievance procedure shall be final and binding upon the employee(s) and the Union unless the grievance is a class of grievance which may be referred to arbitration.

### **27.05 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.

### **27.06 Time Limits**

In determining the time in which any step under the foregoing proceeding is to be taken, Saturdays, Sundays, and recognized holiday shall be excluded.

### **27.07 Amending of Time Limits**

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

### **27.08 Policy Grievances**

Where either party disputes the general application or interpretation of the Collective Agreement the dispute may be submitted directly to the second level of designate.

### **27.09 Sexual Harassment and Personal Harassment**

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

## **ARTICLE 28 - ARBITRATION**

### **28.01 Notification**

Either of the parties may, after exhausting the grievance procedure in Article 27, notify the other party within ninety (90) calendar days of the receipt of the reply at Step 2 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.

### **28.02 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.

### **28.03 Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 27.03, the appointment shall be made by the Minister of Labour for Nova Scotia.

### **28.04 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 27.03. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

### **28.05 Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fifteen (15) days from the appointment of the chair or single arbitrator.

### **28.06 Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 27 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the employer's position is not significantly prejudiced by the delay.

### **28.07 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.

### **28.08 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 29 - THE PENSIONS**

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

## **ARTICLE 30 - BENEFIT PACKAGE**

**30.01** The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Collective Agreement.

**30.02** The Employer shall not alter any of the terms and conditions of the Group Life, AD and D and medical insurance plans unless amended by mutual agreement.

### **30.03 Medical Care Insurance**

The Employer shall provide a medical care insurance plan and pay seventy percent (70%) of the cost with employees paying thirty percent (30%). New eligible employees shall be enrolled in the plan unless they are insured in another plan.

#### **30.04 Life Insurance**

The Employer shall maintain Group Life and Accidental Death and Dismemberment Insurance Plans in effect which provide insurance for each eligible employee. Participation in the plan, of new eligible employees shall be mandatory. This benefit will be cost shared with the Employer paying fifty percent (50%) and the employee paying fifty percent (50%) of the cost.

#### **30.05 Long Term Disability Insurance**

- (a) The Employer agrees to provide access to the Long Term Disability (LTD) Plan. The premiums shall be fifty percent (50%) paid by the Employer and fifty percent (50%) paid by the employees. Participation in the plan is mandatory.
- (b) The LTD Plan will contain an indexing provision providing recipients with **an annual** cost of living increase **beginning twelve (12) months after the date the employee begins receiving LTD benefits**, to a maximum of three percent (3%).
- (c) An employee on LTD shall have their position protected for a period of twenty-four (24) months from the date the employee begins receiving LTD benefits. Employees deemed eligible to return to employment after the twenty-four (24) month period shall be placed on recall in accordance with Article 14.10.

### **ARTICLE 31 - SICK LEAVE (NON-OCCUPATIONAL)**

- 31.01** Each full-time employee shall be granted two and one-half (2 1/2) days sick leave for each completed calendar month of service, up to a maximum of one hundred and fifty (150) days.
- 31.02** After one (1) year of service, if entitlement has been used up, an employee shall be granted seventy-five (75) additional days of anticipatory sick leave.
- 31.03** After two (2) years of service, if an employee's entitlement has been used up and the employee is expected to return to work, the employee shall be granted fifteen (15) days of anticipatory sick leave.
- 31.04** For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this collective agreement, any employee on illness leave under Article 31 shall be deemed to be on one hundred percent (100%) salary during such leave, or in accordance with federal or provincial statutes.
- 31.05** An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence of three (3) or more consecutive days for which sick leave is claimed by the 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.

- 31.06** Application for sick leave for a period of more than three (3) consecutive days but not more than five (5) consecutive days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive days, it shall be supported by a certificate from a medical practitioner.
- 31.07** When an employee who has been granted more sick leave with pay than he/she has earned subsequently dies, the employee is considered to have earned the amount of leave with pay granted to him/her.
- 31.08** (a) An employee is entitled once each fiscal year to be informed, upon request, of the balance of his/her sick leave with pay credits.
- (b) An employee is entitled to be provided with a balance of sick leave credits when the balance declines to fewer than fifty (50) days.
- (c) An employee will be provided with an application for long term disability benefits when in continuous receipt of sick leave and fewer than sixty (60) days remain in the sick leave entitlement.
- 31.09** An employee may be granted sick leave with pay when he/she is unable to perform his duties because of illness or injury provided that he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided he/she has the necessary sick leave credits.
- 31.10** Without detracting from the existing rights and obligations of the parties recognized in other provisions of this collective agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency or a gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.
- 31.11 Alternate Licensed Healthcare Practitioner**
- (a) For the purpose of this Article, the Employer may require that the employee be examined by an alternate medical practitioner. **If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.**
- (b) **Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the Employee, the Employer shall pay the cost of these fees.**

**31.12 Ongoing Therapy**

- (a) Employees shall be entitled to credit time required away from work for the purpose of attending treatment or therapy against their sick leave benefits pursuant to Article 31.01.
- (b) Where employees are participating in a scheduled ongoing series of treatments or therapy, they shall be able to accumulate time off for such purposes in order that it may be credited under the provisions of sick leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

**31.13 Confidentiality of Health Information**

The Employer will store employee health information separately and access thereto shall be given only to the Occupational Health & Safety Coordinator, and in his/her absence, to the direct supervisor of the Coordinator or such other person as may be mutually agreed between the parties, for the purpose of administering that information.

**31.14 Payment for Certificates and Examinations**

Where, pursuant to this Article, an employee is required to submit medical certificates or reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examination, medical certification forms or reports.

**ARTICLE 32 - RETIREMENT ALLOWANCE**

**32.01 Retirement Allowance**

- (a) An employee who is retired and is in receipt of a pension because of age, or mental or physical incapacity, shall be granted a Retirement Allowance equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) years. The Allowance will include a prorated payment for a partial year of service.
- (b) The amount of Retirement Allowance provided under Article 32.01 (a) shall be calculated as follows:

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

**32.02 Entitlement**

- (a) The entitlement of an employee to a Retirement Allowance shall be based on an employee's total service as defined in Article 1.01 (i).
- (b) In addition to the months of service upon which an employee's Retirement Allowance entitlement is calculated pursuant to 32.02(a), the months of prior War Service purchased by an employee in accordance with the amendment to

Section II of the Public Service Superannuation Act, shall be included as months of service for the purpose of Retirement Allowance entitlement calculation.

### **32.03 Death Prior to Retirement**

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

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

### **32.04 Trustee**

Pursuant to Article 32.03, where the person to whom a Retirement Allowance is payable has not attained the age of nineteen (19) years or, in the opinion of the Employer, is not capable of managing his/her affairs by reason of infirmity, illness or other cause, the Retirement Allowance shall be paid to such person as the Employer directs as trustee for the benefit of the person entitled to receive the Award.

### **32.05 Calculation of Award**

The salary which shall be used to calculate the amount of the Retirement Allowance 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 33 - EMPLOYER LIABILITY**

### **33.01 Defense of Claims**

The Employer will defend, negotiate, or settle claims or actions against an employee where such claims arise from the employee's work performance, provided the employee acted in good faith within the scope of his/her employment and cooperated in the defense.

### **33.02 Scope of Employment**

The term "scope of his/her employment" as utilized in Article 33 is to be interpreted in a broad and liberal manner so as to be inclusive rather than exclusive with respect to coverage of employees.

### **33.03 Responsibility for Damages**

Subject to Article 33.01, the Employer will be responsible for any damages against such an employee provided the employee acted within the scope of his/her employment.

### **33.04 Reimbursement of Employee's Expenses**

If the Employer fails to defend any such claims or actions on the grounds that the employee was not acting within the scope of his/her employment, and it is subsequently determined that the employee was acting within the scope of his/her employment, the Employer will reimburse the employee for all reasonable expense incurred in defending the claim.

### **33.05 Control of Case**

Whenever the employer defends an employee pursuant to the above, the employer will be in control of the case.

## **ARTICLE 34 - CLASSIFICATION AND RECLASSIFICATION**

### **34.01 Evaluation Committee**

Within thirty (30) days of the signing of this agreement, the parties agree to establish an Evaluation Committee comprised of three (3) representatives of the employer, and **three (3)** representatives of the Union. The Evaluation Committee shall evaluate/classify all new positions and evaluate requests to reclassify existing positions whose duties changed. One of the representatives of the Employer shall chair the committee.

### **34.02 Quarterly Meetings**

The Evaluation Committee shall meet quarterly, where required.

### **34.03 Request for Classification Review**

Should an employee wish to have that employee's position **reviewed for classification**, the employee shall forward a designated form to the employee's immediate supervisor requesting the **review** and summarizing how the position has changed. The immediate supervisor shall forward the request, together with a copy of a work description, to the Chair of the Evaluation Committee. The Evaluation Committee will consider an application only once in a twelve (12) month period (for the same position). The Committee may review further requested information at the next (quarterly) **Evaluation** Committee Meeting.

### **34.04 Effective Date of Reclassification**

- (a) The effective date for any reclassification shall be no earlier than the date that the Employee's completed form is given to the immediate supervisor.

- (b) Where an employee leaves the employ of the Employer, and the position held by the employee is reclassified upward, and the effective date of the reclassification is established at a date when the employee was employed in that position by the Employer, the employee is entitled to the pay increase from the effective date of the reclassification until the date he/she left the position and/or the employ of the Employer.

#### **34.05 Notification of Decision**

The Employer shall notify the Employee and the Union in writing of the results of the evaluation within ten (10) working days following the Evaluation Committee's decision.

#### **Appeal Procedure**

#### **34.06 Referral to Adjudication**

Where **the Union or the Employer disagrees on the evaluation of a position**, the matter may be referred to a single adjudicator **by either party**.

#### **34.07 Selection of Adjudicator**

The Employer and the Union shall agree on the names of six (6) persons willing to serve as adjudicators. An alphabetic list shall be compiled of all those names and the adjudicators shall be rotated sequentially.

#### **34.08 Parameters for Adjudication**

The adjudicator shall decide the issue of the proper classification for the position based upon the existing classification system.

**34.09** The adjudicator shall provide a decision, in writing, to the Employer and the Union within thirty (30) days of the referral.

**34.10** The decision of the adjudicator shall be final and binding on all parties, and grievance rights shall not apply in respect of a decision of the adjudicator.

#### **34.11 The adjudicator shall not:**

- (a) alter any position description and/or any classification standards determined by the Employer;
- (b) entertain an appeal based solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant Employee;
- (c) entertain an appeal in respect to a position that has been considered by an adjudicator within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the

duties, responsibilities or requirements of that position since the position was last considered by the adjudicator.

## **ARTICLE 35 – PART TIME EMPLOYEES**

The parties agree as follows that effective January 1, 2000:

- 35.01** Part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than forty percent (40%) of the full-time hours will be covered by the Collective Agreement and entitled to benefits prorated on the basis of hours worked, except as otherwise agreed to by the parties, or limited by the programs themselves.
- 35.02** Part-time employed on a regular basis in position titles and classifications included in the bargaining unit who work less than forty percent (40%) of the full-time hours will be covered by the Collective Agreement but are not entitled to participate in group life and medical plans nor the pension plan, or the long term disability plan.
- 35.03** Unpaid leave will not be prorated as to the length of time granted.
- 35.04** Paid sick leave benefits will be prorated on the basis of 30 days per annum and accumulate to a maximum of 150 days.

### **35.05 Services**

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the provisions of Article 1.01(i) (2) and (3). Except as otherwise provided in the Collective 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, etc.

### **35.06 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 (35 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 (70 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.

### **35.07 Group Insurance**

- (a) Part-time employees other than those referred to in Article 35.02 will be covered by a medical plan which is equivalent in coverage to the health and dental care plan covering full-time employees. The Employer will pay seventy percent (70%) of the total premium cost for such health and dental care coverage.
- (b) Part-time employees other than those referred to in Article 35.02 will be covered by group life insurance with benefit entitlement prorated on the basis of regularly scheduled hours worked e.g. 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.
- (c) Part-time employees other than those referred to in Article 35.02 will be covered by long term disability with benefit entitlement prorated on the basis of regularly scheduled hours worked e.g. fifty percent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have his/her long term disability coverage based on \$15,000 per annum salary.

## **ARTICLE 36 – HEALTH SPENDING ACCOUNT**

- 36.01 Effective January 1, 2011, the Employer shall credit the Health Spending Account of each permanent employee in the amount of \$750.00 on January 1 of each year. If an employee becomes a permanent employee during the year, the Employer shall credit the Account of the employee with \$750.00, pro-rated based on the balance of the year, less any credit to the employee’s Account during the year as a term (“true term”) employee.**
- 36.02 Eligibility of term (“true term”) employees for a Health Spending Account will be the same as their eligibility for Medical Care Insurance. When a term (“true term”) employee becomes eligible for an Account, the Employer shall credit the employee’s Account in the amount of \$750.00 pro-rated based on the period from the date of eligibility until the end of the calendar year. Thereafter, as long as the term (“true term”) employee remains continuously employed, the Employer shall credit the employee’s Account with \$375.00 on January 1 and \$375.00 on July 1.**

## **ARTICLE 37 – WAGES**

The following wage increases will be effective on the following dates:

January 1, 2010	1%
January 1, 2011	1%

## ARTICLE 38 - RE-OPENER CLAUSE

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

## ARTICLE 39 - TERM OF AGREEMENT

### 39.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from January 1, 2010 to December 31, 2011 and shall be automatically renewed thereafter for successive period of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

### 39.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from **October 14, 2011**.

### 39.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between December 31, 2009 and the signing date of this Agreement, shall be entitled to full retroactivity of any salary increase.

Representing the Nova Scotia Government  
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Witness  
Robin MacLean,  
Director of Negotiations & Servicing

Witness  
Sharon Robinson,  
Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #1**

**PREPAID LEAVE PLAN**

**(SUBJECT TO APPROVAL BY REVENUE CANADA)**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**1. Purpose**

The Prepaid Leave Plan is established to afford employees the opportunity of taking a six (6) months to one (1) year's leave of absence and to finance the leave through deferral of salary.

**2. Terms of Reference**

- (a) It is the intent of the union and the employer that the quality and delivery of service to the public be maintained.
- (b) A suitable replacement for the employee on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be covered by the collective agreement.
- (c) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

**3. Eligibility**

Any permanent employee is eligible to participate in the Plan.

**4. Application**

- (a) An employee must make written application to the Employer at least four (4) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted by the employer. Entry date into the Plan for deductions must commence at the beginning of a bi-weekly pay period.
- (b) Written acceptance or denial of the request, with explanation, shall be forwarded to the employee within two (2) calendar months of the written application.

**5. Leave**

- (a) The period of leave will be for six (6) months to one (1) year.

- (b) On return from leave, the employee will be assigned to his/her same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- (c) After the leave, the employee is required to return to regular employment with the Employer for a period that is not less than the period of leave.

## **6. Payment Formula and Leave of Absence**

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

- (a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the employer to finance the period of leave.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Employment Insurance at that time.
- (c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the employee's account on the first day of the following calendar month.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3% of salary. The maximum length of any contract under the Plan will be seven (7) years.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out under 6(e).

## **7. Benefits**

- (a) While the employee is enrolled in the Plan prior to the period leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he/she not be enrolled in the Plan.

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

#### **8. Withdrawal**

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

#### **9. Written Contract**

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

Representing the Nova Scotia Government  
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Witness  
Robin MacLean,  
Director of Negotiations & Servicing

Witness  
Sharon Robinson,  
Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #2**

**USE OF AUTOMOBILE ON EMPLOYER BUSINESS**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

1. 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.
2. 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.
3. Employees in such classes shall have the option of choosing on the first of each fiscal year which method of payment they prefer, i.e., straight kilometrage or monthly allowance plus mileage.
4. An employee who moves into a class of employment during the fiscal year, which requires provisions of an automobile by the employee, shall have thirty (30) days to opt for his/her preferred method of kilometrage remuneration.
5. An employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight kilometrage rates on the effective date of the job change if he/she has been in receipt of monthly allowance provisions.
6. The employer shall take such matters as follows into consideration when determining eligibility for monthly allowance:
  - (a) nature of function performed;
  - (b) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.,
  - (c) does the employee have control over the demand for transportation;
  - (d) the incidence of usage
7. If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus kilometrage there will be no reduction in monthly allowance if the employee"
  - (a) is on vacation;

- (b) has been granted special leave with pay for a period of thirty (30) days or less;
  - (c) has been granted sick leave for a period of thirty (30) days or less;
  - (d) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.
8. An employee designated as being required to provide an automobile for his/her employment function must have the vehicle available for use at all times.
  9. Effective **October 14, 2011** the Employer will reimburse employees for the cost of business use insurance to a maximum of **three hundred dollars (\$300.00)** per year upon provision of a receipt.

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Director of Negotiations & Servicing

Witness  
Sharon Robinson,  
Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #3**

**TRAVEL EXPENSE POLICY (see Policy C.7.1.1)**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION  
GENERAL:**

**1. MEAL ALLOWANCE:**

The per diem claimable for each meal (which is interpreted as the actual amount expended up to the maximum rate inclusive of taxes and gratuities), is set out as follows:

BREAKFAST per diem	\$ 6.00
LUNCH (mid-day) per diem	\$12.00
DINNER (evening) per diem	\$20.00

**BREAKFAST**

The cost of breakfast may only be claimed when the employee has been traveling, on WCB business, for more than three hours before the recognized time for the start of the days work. This applies to daily or day-to-day travel, or to the first day of a trip exceeding one day in duration.

**DINNER**

The costs of the evening meal may be claimed when the employee is traveling on government business a minimum of three hours before 6:30 pm and is not expected to return to his/her residence before 6:30 pm.

**GENERAL**

The per diems claimable for meals while traveling on WCB business provide an adequate allowance for each day. Employees traveling on WCB business within the Province will only be reimbursed his/her receipted costs per individual meal which exceeds the per diem when an employee is exposed to unusually high costs and the expenses claimed are reasonable and justifiable in the circumstances. Meal claims shall be on an individual basis over the course of a day.

**MEALS PROVIDED**

Throughout the total period in travel status, deductions from the per diem meal rate shall be made in respect of meals provided, such as meals served by a carrier en-route, or meals included in conference registration fees or accommodation costs.

## **EXCEPTIONS**

The per diems claimable for meals while traveling on official WCB business outside of the province provide for an adequate allowance for each day. Recognizing that employees are often restricted to the vicinity of major hotels with their attendant higher restaurant meal costs, the employee will be reimbursed his/her receipted costs per individual meal which exceeds the per diem to the extent that the employer considers the expenses claimed are reasonable and justifiable in the circumstances.

### **2. TRAVEL ALLOWANCE:**

- a. Out-of-province travel on WCB business should appear as a department budget item approved in principle. The actual destination and expenditure must be pre-approved by the Chief Executive Officer.
- b. Air travel outside of the province when approved will be by economy class. An employee who chooses other approved modes of travel will be reimbursed only for the cost of the economy airfare to and from his/her destination.

### **3. ENTERTAINMENT/HOSPITALITY:**

Legitimate entertainment/hospitality expenses are limited to Directors and above, and must be supported by receipts indicating the purpose for such expense and number and names of persons involved. In certain circumstances, Directors and/or Executive Directors may authorize managers to incur such expenses (e.g. when acting on behalf of the Director).

### **4. PRIVATE OVERNIGHT ACCOMMODATIONS:**

If private overnight accommodation is used, the WCB will reimburse the employee at the rate of \$40.00 per night. Generally, when training is in Halifax, arrangements are made for the accommodation charge to be sent directly to the WCB. An employee should submit an expense claim (taxis, telephone calls, meals, etc.) as soon as he/she returns to his/her regular workplace.

### **5. PHONE CALLS:**

If an employee is required to be away from home overnight, the employee may claim one 5- minute call home per day, at evening discount rates, when the employee submits his/her expense claim. The employee will be reimbursed for any business-related local and long distance calls when the employee submits his/her expense claim (e.g. Calling the office/Halifax office, calling for a taxi if none at the stand etc.)

### **6. RENTAL CAR:**

The rental costs including insurance charges should be included on the employee's travel expense claim form, supported by proper vouchers. The employee must have adequate insurance covering a rental car, as the Corporate Board cannot be held responsible for liability resulting from an accident.

**7. TAXI TRAVEL:**

Employees who travel by taxi and need chits should obtain them from their own manager or their manager's delegate. For control purposes, chits should not be issued to staff of other departments. Request for replenishment of chit booklets should be directed to the Administrative Officer. Taxi chits are to be used only for business needs and not for personal use.

**8. RECEIPTS:** Receipts shall be submitted for all expenses except:

1. taxi fares to and from airport, railway or bus stations; any other taxi fare over \$10.00 must have a receipt.
2. when claiming the per diem rates for meals and for standard rates for mileage.

**9. CREDIT CARDS:**

Credit card receipts will be acceptable for submission with expense claims as proof of purchase for meals only.

All other expenses must be substantiated by an itemized receipt, voucher or invoice of the establishment showing the account has been cleared. Interest charges on a credit card account cannot be claimed as an employment expense.

**10. MISCELLANEOUS:**

1. If an employee loses a receipt and cannot obtain a replacement then authorization from the appropriate authorizing agent will be required before the expense can be reimbursed.
2. When training is in Halifax, arrangements usually are made for the accommodation charge to be sent directly to the WCB. An employee should submit an expense claim (taxis, telephone, meals, etc.) as soon as you return to your regular workplace.
3. For each day of travel when sleeping accommodation is authorized and used, an employee will be reimbursed an allowance of \$5.00 to cover miscellaneous out-of-pocket expenses.

Representing the Nova Scotia Government  
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Robin MacLean,  
Director of Negotiations & Servicing

Witness  
Sharon Robinson,  
Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #4**

**SIMULTANEOUS POSTINGS**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

Pursuant to Article 11.03 (e), the parties agree that the following positions (and any others where there is mutual agreement) may be posted internally and externally on a simultaneous basis:

**Inter-jurisdictional/Privacy Coordinator  
Communications Advisor  
Communications Advisor, Online  
Ergonomist  
Statistical Research Officer  
Ergonomics Process Leader  
Finance Accountant  
Business Intelligence Coordinator  
Statistical Data Analyst  
Third Party Case Officer  
Senior Accountant  
Programmer Analyst/Developer  
Technical Support Representative**

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Director of Negotiations & Servicing**

**Sharon Robinson,  
Manager, Human Resources**

**Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.**

**MEMORANDUM OF AGREEMENT #5**  
**ALTERNATIVES TO LAYOFF (ARTICLE 14.07)**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**1. Further Alternatives:**

- (a) Article 14.07 (Alternatives to Layoff) of the Collective Agreement refers to possible placement of employees in vacant positions. The application of further alternatives, where agreed upon by the Employer and the Union, shall be deemed to not violate the Collective Agreement.**
- (b) Without restricting the generality of paragraph 1 (a), the Employer and the Union may, where there is mutual agreement, call for volunteers who wish to resign and accept a severance payment pursuant to the provisions of this Memorandum.**

**2. Voluntary Resignation and Severance:**

**Where there is mutual agreement to call for volunteers, the following will apply:**

- (a) Following the process outlined in Article 14.09(a) of the Agreement, should the Employer determine that there are still redundancies, the Employer shall ask for volunteers from the same classification who wish to resign and be offered a severance payment in accordance with this Memorandum. The call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees and classifications where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary resignation under this provision.**
- (b) If there are more volunteers than redundancies, offers of severance shall be provided in accordance with seniority.**
- (c) The Employer reserves the right to restrict the severance offer as a result of operational considerations. For example, where too many volunteers within a classification are from within a single work location, it may not be possible to permit all to resign. Each severance offered to one employee must result in the placement of another employee whose position is redundant.**

- (d) Where positions become available as a result of this process, employees in redundant positions will be placed in accordance with Article 14.07(a), subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned.

### **3. Process of Voluntary Resignation**

Where there is mutual agreement to ask for volunteers, the following process will apply:

- (a) Employees shall have five (5) work days following receipt of the notice to submit their Expression of Interest for Voluntary Resignation and Severance Payment.
- (b) The Employer will assess the level of interest and determine provisional acceptance, subject to operational requirements in accordance with this Memorandum.
- (c) Employees shall, within fifteen (15) work days following a meeting with the Employer, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the employee will be entitled to the severance under this Memorandum.
- (d) Where the Employer reaches its reduction target through this voluntary method, the process ceases.

### **4. Severance Payment Under the Voluntary Resignation Process**

Where there is mutual agreement to call for volunteers, the following severance payments shall apply:

- (a) Severance for the purpose of this paragraph 4 shall be equal to three (3) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of eight (8) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service. The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.01 (i) of the Collective Agreement.
- (b) The Employer will continue to participate with employees in the provision of group life and medical plans for the number of weeks used to calculate the payment.

**(c) Transition Allowance**

**Employees who resign will be eligible for a transition allowance up to a maximum of \$1,000. This sum may be utilized for one or a combination of the following:**

- \* to assist in offsetting the costs in moving to accept a position with another employer, which is located a distance of 50 kilometers or more from the site of their previous usual workplace; and**
- \* to cover the cost of participation in employer-approved retraining programs. The Employer will not unreasonably withhold such approval.**

**In all cases employees will require receipts for recovery of expenses.**

- (d) An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the Employer, will be required to repay a portion of the severance. The repayment amount will be calculated on a pro-rated basis by considering the number of weeks on which the severance was based and the number of weeks remaining in such period.**
- (e) Employees accepting severance payment under this Memorandum, will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation and benefits from the Employer.**

Representing the Nova Scotia Government  
& General Employees Union

Joan Jessome,  
President, NSGEU  
Board

Lloyd P. Samson

James W.E. Keays

Terry M. Anthony

Pamela M. Harnish

Witness

Representing the Workers'  
Compensation Board

Stuart MacLean,  
Acting CEO, Workers' Compensation

Carla Hurley

John Banks

Wade Hynes

Jeff Pike

Witness

Robin MacLean,  
Director of Negotiations & Servicing

Sharon Robinson,  
Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #6**

**ALTERNATE HOURS OF WORK**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**(herein known as the "Employer")**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**(herein known as the "Union")**

The parties acknowledge that there are established hours of work for all positions, based on a thirty-five (35) hours work week (see Article 15.01). These set hours may vary depending upon operational requirements, and approved Flexible Working Hours (see article 15.05) and/or Modified Work Week (see article 15.06) schedules.

The parties further acknowledge the value of providing a work environment whereby employees in designated positions may schedule alternate hours of work, that may vary, in part, from the established hours of work for their positions on a given day, to meet operational needs.

The positions eligible to schedule alternate hours of work under this agreement are those that have historically exercised this practice informally to provide service to clients. This MOA is intended to formalize the existing practice, including but not limited to the method of compensation and the manner in which scheduling alternate hours of work is utilized. For clarity, the volume of alternate hours of work scheduled and the frequency with which schedules vary from the established hours of work shall not change as a result of this MOA.

The Union and Employer agree that employees in the designated positions specified below are eligible to schedule alternate hours of work under the terms as outlined in this agreement.

1. Employees in the designated positions have the option to schedule alternate hours of work. This option extends to employees in term positions, as well as those in permanent positions. Upon signing of this MOA, employees opting to schedule alternate hours or work shall notify their manager in writing via the specified form of their wish to exercise this option. Employees may change their option once every six (6) months, or sooner if mutually agreed by the employee and Manager.
2. Alternate hours that are worked may be outside of the established hours of work and may include but are not limited to: shifts that are longer or shorter than 7.0 hrs and splitting on one day. Where the employee schedules alternate hours of work and works more than 7.0 hours in a day or more than 70 hours biweekly, the time worked outside of the normal hours will be accumulated at straight time. Employees shall not work more than twelve (12) hours per day, including travel time. No more than 15 hours in total may be accumulated. Accumulated time shall be taken in the form of time off and shall not be paid out.

3. Notwithstanding item #2 above, time worked on weekends shall be considered overtime and as such must be pre-approved by management.
4. Where an employee exercises his/her option to schedule alternate hours, and where the employee works an extension of the normal workday for circumstances that could not be anticipated in advance, he/she will inform his manager as soon as reasonably possible. This time shall be review and compensated as per the overtime provisions in the collective agreement, as applicable.
5. Employees exercising the option to schedule alternate hours are responsible to track, document and submit as per the unit's established process all hours worked, banked and taken off.

Designated Positions:

Adjudicator (in ISTs and WSTs)  
 Case Manager (in ISTs and WSTs including Floats)  
 Education Consultant  
 Ergonomist  
 Ergonomist Process Leader  
 Field Services Coordinator  
 Field Services Representative  
 Prevention Information Officer  
 Rate Coordinator  
 Relationship Manager  
 Workplace Consultant

Representing the Nova Scotia Government  
 & General Employees Union

Representing the Workers'  
 Compensation Board

Joan Jessome,  
 President, NSGEU  
 Board

Stuart MacLean,  
 Acting CEO, Workers' Compensation

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James W.E. Keays

John Banks

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Wade Hynes

Pamela M. Harnish

Jeff Pike

Witness  
 Robin MacLean,

Witness  
 Sharon Robinson,

Director of Negotiations & Servicing

Manager, Human Resources

Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.

**MEMORANDUM OF AGREEMENT #7**

**CLASSIFICATION PROCESS REVIEW**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

- 1. Within thirty (30) days of ratification of the Collective Agreement, a Project Committee comprised of up to four (4) representatives of each party shall meet to review all facets of the existing job classification system, including but not limited to the process used to evaluate positions, the ratings ascribed to evaluation factors, timelines for submissions and evaluations, training requirements of the Evaluation Committee and the job evaluation appeal process.**
- 2. The information gathered in the initial meeting referenced in paragraph 1 shall be used in the procurement of a Compensation Consultant. The review of the existing job evaluation process and classification system shall be assisted by the Compensation Consultant.**
- 3. If the parties to the Project Committee agree to amendments to the job evaluation process and/or classification system, these amendments shall be implemented.**
- 4. If the parties to the Project Committee mutually agree after the review referenced in paragraph 2 that a new job classification process is required, the Committee will arrange for the procurement of a new job evaluation system (the New System) through a request for proposal process. All phases of the selection and implementation of a new system shall be subject to mutual agreement.**
- 5. Should the New System be implemented, and should a review of all bargaining unit positions take place as a result of the implementation of the New System, the provisions of Article 34 shall apply to any request for a classification review after the implementation of the New System.**
- 6. Any employee who would incur a salary reduction as a result of a classification review under the New System shall be granted present incumbent only (PIO) status and may advance through the granting of increments in accordance with the Collective Agreement, to the maximum salary for the position and classification level applicable immediately prior to the implementation of the New System.**

**Representing the Nova Scotia Government  
& General Employees Union**

**Representing the Workers'  
Compensation Board**

**Joan Jessome,  
President, NSGEU  
Board**

**Stuart MacLean,  
Acting CEO, Workers' Compensation**

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**Pamela M. Harnish**

**Jeff Pike**

**Witness  
Robin MacLean,  
Director of Negotiations & Servicing**

**Witness  
Sharon Robinson,  
Manager, Human Resources**

**Dated at Halifax, Nova Scotia, this 19<sup>th</sup>, day of December, 2011.**

**LETTER OF UNDERSTANDING #1**

**Re: Article 23.08 (Parental and Adoption Leave Allowance)**

**Between**

**THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**

**And**

**THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

**The Employer agrees that, notwithstanding Article 23.10, the past practice for payment of pregnancy and adoption leave allowance will continue for any parental and adoption leaves commencing before July 1, 2012.**

**For the Union**

**For the Employer**

**Robin MacLean,  
Director of Negotiations & Servicing, NSGEU**

**Sharon Robinson,  
Manager, Human Resources, WCB**

**Dated at Halifax, this 19<sup>th</sup>, day of December, 2011.**

**SCHEDULE "A"**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2010 1.0% GENERAL INCREASE (rounded to nearest \$1.00)						
ADMINISTRATIVE CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
13	23,641	24,700	25,830	27,007	28,243	29,540
14	25,416	26,560	27,768	29,034	30,377	31,744
15	27,319	28,543	29,868	31,211	32,639	34,141
16	29,348	30,702	32,087	33,546	35,081	36,692
17	31,566	32,997	34,503	36,080	37,717	39,433
18	33,922	35,469	37,078	38,777	40,550	42,395
19	36,334	38,000	39,731	41,546	43,440	45,420
BI-WEEKLY	1	2	3	4	5	6
13	909.27	950.00	993.46	1,038.73	1,086.27	1,136.15
14	977.54	1,021.54	1,068.00	1,116.69	1,168.35	1,220.92
15	1,050.73	1,097.81	1,148.77	1,200.42	1,255.35	1,313.12
16	1,128.77	1,180.85	1,234.12	1,290.23	1,349.27	1,411.23
17	1,214.08	1,269.12	1,327.04	1,387.69	1,450.65	1,516.65
18	1,304.69	1,364.19	1,426.08	1,491.42	1,559.62	1,630.58
19	1,397.46	1,461.54	1,528.12	1,597.92	1,670.77	1,746.92

**SCHEDULE "A" (Continued)**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2010 1.0% GENERAL INCREASE (rounded to nearest \$1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	37,986	39,731	41,531	43,424	45,406	47,476
26	39,865	41,710	43,602	45,599	47,669	49,846
27	41,876	43,795	45,791	47,862	50,053	52,347
28	43,974	45,984	48,088	50,262	52,554	54,955
29	46,180	48,266	50,470	52,793	55,191	57,726
30	50,857	53,198	55,579	58,127	60,764	63,562
30A	53,389	55,848	58,367	61,015	63,803	66,736
32	56,071	58,617	61,285	64,067	66,990	70,042
33	58,873	61,546	64,349	67,271	70,339	73,544
34	61,815	64,601	67,506	70,543	73,719	77,036
BI-WEEKLY	1	2	3	4	5	6
25	1,461.00	1,528.12	1,597.35	1,670.15	1,746.38	1,826.00
26	1,533.27	1,604.23	1,677.00	1,753.81	1,833.42	1,917.15
27	1,610.62	1,684.42	1,761.19	1,840.85	1,925.12	2,013.35
28	1,691.31	1,768.62	1,849.54	1,933.15	2,021.31	2,113.65
29	1,776.15	1,856.38	1,941.15	2,030.50	2,122.73	2,220.23
30	1,956.04	2,046.08	2,137.65	2,235.65	2,337.08	2,444.69
30A	2,053.42	2,148.00	2,244.88	2,346.73	2,453.96	2,566.77
32	2,156.58	2,254.50	2,357.12	2,464.12	2,576.54	2,693.92
33	2,264.35	2,367.15	2,474.96	2,587.35	2,705.35	2,828.62
34	2,377.50	2,484.65	2,596.38	2,713.19	2,835.35	2,962.92

**SCHEDULE "A" (Continued)**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2010 1.0 % GENERAL INCREASE (rounded to nearest \$1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
40	53,399	55,856	58,360	61,031	63,802	66,743
41	48,489	50,679	52,993	55,433	57,951	60,610
42	46,173	48,285	50,493	52,773	55,182	57,701
43	39,887	41,717	43,609	45,595	47,676	49,849
44	56,059	58,639	61,285	64,065	66,992	70,072
45	58,875	61,547	64,349	67,272	70,339	73,545
46	61,816	64,623	67,659	70,634	73,856	77,222
BI-WEEKLY	1	2	3	4	5	6
40	2,053.81	2,148.31	2,244.62	2,347.35	2,453.92	2,567.04
41	1,864.96	1,949.19	2,038.19	2,132.04	2,228.88	2,331.15
42	1,775.88	1,857.12	1,942.04	2,029.73	2,122.38	2,219.27
43	1,534.12	1,604.50	1,677.27	1,753.65	1,833.69	1,917.27
44	2,156.12	2,255.35	2,357.12	2,464.04	2,576.62	2,695.08
45	2,264.42	2,367.19	2,474.96	2,587.38	2,705.35	2,828.65
46	2,377.54	2,485.50	2,602.27	2,716.69	2,840.62	2,970.08

**SCHEDULE "A" (Continued)**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2011 1.0 % GENERAL INCREASE (rounded to nearest \$1.00)						
ADMINISTRATIVE CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
13	23,877	24,947	26,088	27,277	28,525	29,836
14	25,670	26,826	28,046	29,325	30,681	32,062
15	27,593	28,828	30,166	31,523	32,966	34,482
16	29,641	31,009	32,408	33,882	35,432	37,059
17	31,881	33,327	34,848	36,441	38,095	39,828
18	34,261	35,824	37,449	39,165	40,956	42,819
19	36,697	38,380	40,129	41,962	43,875	45,874
BI-WEEKLY	1	2	3	4	5	6
13	918.35	959.50	1,003.38	1,049.12	1,097.12	1,147.54
14	987.31	1,031.77	1,078.69	1,127.88	1,180.04	1,233.15
15	1,061.27	1,108.77	1,160.23	1,212.42	1,267.92	1,326.23
16	1,140.04	1,192.65	1,246.46	1,303.15	1,362.77	1,425.35
17	1,226.19	1,281.81	1,340.31	1,401.58	1,465.19	1,531.85
18	1,317.73	1,377.85	1,440.35	1,506.35	1,575.23	1,646.88
19	1,411.42	1,476.15	1,543.42	1,613.92	1,687.50	1,764.38

**SCHEDULE "A" (Continued)**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2011 1.0 % GENERAL INCREASE (rounded to nearest \$1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
25	38,366	40,129	41,947	43,858	45,860	47,951
26	40,263	42,127	44,038	46,055	48,146	50,344
27	42,294	44,233	46,249	48,340	50,553	52,871
28	44,414	46,444	48,569	50,764	53,080	55,505
29	46,642	48,749	50,974	53,321	55,743	58,303
30	51,365	53,730	56,135	58,708	61,371	64,198
30A	53,922	56,406	58,951	61,625	64,441	67,403
32	56,632	59,204	61,898	64,708	67,660	70,743
33	59,462	62,162	64,993	67,944	71,043	74,280
34	62,433	65,247	68,181	71,249	74,456	77,806
BI-WEEKLY	1	2	3	4	5	6
25	1,475.62	1,543.42	1,613.35	1,686.85	1,763.85	1,844.27
26	1,548.58	1,620.27	1,693.77	1,771.35	1,851.77	1,936.31
27	1,626.69	1,701.27	1,778.81	1,859.23	1,944.35	2,033.50
28	1,708.23	1,786.31	1,868.04	1,952.46	2,041.54	2,134.81
29	1,793.92	1,874.96	1,960.54	2,050.81	2,143.96	2,242.42
30	1,975.58	2,066.54	2,159.04	2,258.00	2,360.42	2,469.15
30A	2,073.92	2,169.46	2,267.35	2,370.19	2,478.50	2,592.42
32	2,178.15	2,277.08	2,380.69	2,488.77	2,602.31	2,720.88
33	2,287.00	2,390.85	2,499.73	2,613.23	2,732.42	2,856.92
34	2,401.27	2,509.50	2,622.35	2,740.35	2,863.69	2,992.54

**SCHEDULE "A" (Continued)**

APPROVED SALARY SCHEDULE EFFECTIVE JAN 1st, 2011 1.0% GENERAL INCREASE (rounded to nearest \$1.00)						
PROFESSIONAL CLASSIFICATIONS						
LEVEL						
ANNUAL	1	2	3	4	5	6
40	53,933	56,415	58,943	61,642	64,440	67,410
41	48,974	51,186	53,523	55,987	58,530	61,216
42	46,635	48,768	50,998	53,300	55,734	58,278
43	40,286	42,134	44,045	46,051	48,153	50,347
44	56,620	59,225	61,898	64,706	67,662	70,772
45	59,464	62,163	64,993	67,945	71,043	74,281
46	62,434	65,269	68,335	71,341	74,595	77,994
BI-WEEKLY	1	2	3	4	5	6
40	2,074.35	2,169.81	2,267.04	2,370.85	2,478.46	2,592.69
41	1,883.62	1,968.69	2,058.58	2,153.35	2,251.15	2,354.46
42	1,793.65	1,875.69	1,961.46	2,050.00	2,143.62	2,241.46
43	1,549.46	1,620.54	1,694.04	1,771.19	1,852.04	1,936.42
44	2,177.69	2,277.88	2,380.69	2,488.69	2,602.38	2,722.00
45	2,287.08	2,390.88	2,499.73	2,613.27	2,732.42	2,856.96
46	2,401.31	2,510.35	2,628.27	2,743.88	2,869.04	2,999.77

## CLASSIFICATION LEVELS - UNION

Updated December 2011

### Level 13

Photocopy Clerk (None)

### Level 14

None

### Level 15

None

### Level 16

Word Processor – Cape Breton  
Unit Clerk (part-time)

### Level 17

Team Support – Central Services  
Team Support – Health & Extended Benefits  
Team Support– Service Provider Management  
Team Support – Assessments  
Mail Clerk

### Level 18

Team Support – Internal Appeals  
Medical Secretary – H&EB  
Administrative Assistant  
Administrative Assistant – Internal Appeals  
Administrative Assistant, PMI Bookings  
Maintenance Worker

### Level 19

Medical Aid Assistant  
Integrated Service Associate  
Return to Work Assistant  
Administrative Assistant – Communications  
Occupational Disease Administrator  
Long Term Benefits Assistant

### Level 25

Procurement Administrator  
Benefits Administrator  
Health Care Accounts Administrator  
Clearance Officer  
Administrative Assistant – Cape Breton  
Telephone Inquiries Representative  
Finance Clerk

**Level 26**

Building Superintendant  
Prevention Information Officer  
Accounts Payable Clerk

**Level 27**

Collections Officer  
Telephony Service Technician  
Audit Assistant

**Level 28**

Facilities Administrator  
Interjurisdictional/ Privacy Coordinator  
Hearing Loss Adjudicator

**Level 29**

Adjudicator - H&EB, Long Term Benefits  
Adjudicator - Service Delivery & Workplace Services  
Communications Advisor  
Communications Advisor, Online  
Classification Officer  
Projects Officer

**Level 30**

Third Party Adjuster  
Business Analyst  
Coordinator Service Provider Management  
Occupational Disease Adjudicator  
Account Officer  
Assessment Officer

**Level 30A**

Case Manager - H&EB, Long Term Benefits  
Business Analyst Technical Lead

Financial Analyst  
Ergonomist  
Senior Collection Officer  
Senior Assessment Officer  
Treasury Officer

**Level 32**

Prevention Education Consultant  
Coordinator Field Services  
Statistical Research Officer  
Ergonomics Process Leader  
Case Manager - Service Delivery & Workplace Services  
Case Manager, Environmental & Exposure Claims  
Field Representative  
Workplace Consultant  
Quality Assurance Analyst  
Rate Coordinator  
Senior Accountant  
Business Intelligence Coordinator

**Level 33**

Hearing Officer  
Statistical Analyst  
Senior Consultant  
Third Party Case Officer  
Senior Financial Reporting Accountant  
Program Manager  
Relationship Manager  
Program Development Coordinator  
WSIS Liaison Officer

**Level 34**

None

**Level 43**

None

**Level 42**

None

**Level 41**

Senior Technical Support Representative

**Level 40**

Programmer Analyst/Web Developer

**Level 44**

Application Development Analyst

**Level 45**

Business Systems Analyst

Data Analyst

Technical Systems Analyst

Service Analyst

Production Application Specialist

**Level 46**

Network System Architect