

SOURCE	GOVT.		
EFF.	92	03	22
TERM.	94	03	21
NO. OF EMPLOYEES	1500		
NOMBRE D'EMPLOYÉS	1500		

**BILL 160 (PUBLIC SECTOR COMPENSATION RESTRAINT ACT)**

This legislation received Royal Assent in the province of Nova Scotia on July 11, 1991. Public and para-public sector collective agreements in force as of May 14, 1991 and containing no further increases in pay scales as of that date will have their expiry dates extended for a two-year period with a zero per cent increase in pay scales. For agreements in force containing pay scale increases subsequent to May 14, 1991 the freeze period becomes effective the date of the first scheduled pay scale increase after May 14, 1991. On the expiry of the two-year freeze period for these latter agreements, the bargaining agent has the option of continuing with that portion of the collective agreement deferred as a result of the legislation or renegotiating the agreement.

For agreements which expired prior to May 14, 1991 and had not yet been finalized, the legislation imposes a 5 per cent increase in pay scales one day after the expiry date of the agreement. If the collective agreement had expired more than one year prior to May 14, 1991 the pay scales are increased by a further 5 per cent one year subsequent to the initial 5 per cent increase above. Such agreements are then extended for a two-year period with a zero per cent increase in pay scales. (Note: there are no sample agreements of this nature).

Listed below are the **sample** agreement file numbers which are affected by the legislation:

01479  
04081  
04489  
04616  
05228\*  
05229  
05438  
06681  
06682  
06683  
06684  
06685  
06686  
09084

**Note:** See subsection 4 for an explanation of the asterisk.

## NOVA SCOTIA PUBLIC SECTOR COMPENSATION RESTRAINT ACT (Bill 160)

Under the Act, which became law July 11, 1991, public and para-public sector collective agreements in force as of May 14, 1991, and containing no wage increases subsequent to that date, will have their expiry dates extended for a two-year period without a pay scale increase. For agreements in force, and containing pay scale increases subsequent to May 14, 1991, the freeze period becomes effective the date of the first scheduled increase after May 14, 1991. On the expiry of the two-year freeze period for these latter agreements, the bargaining agent has the option of continuing with the portion of the collective agreement deferred as a result of the legislation or renegotiating the agreement.

For agreements which expired prior to May 14, 1991 and have not finalized renegotiations by the time of the legislation, the Act imposes a 5 per cent increase in pay scales one day after the expiry date of the agreement. If the collective agreement expired more than one year prior to May 14, 1991, the pay scales are to be increased by an additional 5 per cent one year after the initial 5 per cent increase noted above. Such agreements will then be extended for a two-year period without any further increase. There are no major agreements (500 or more employees) in this category.

Listed below are the various bargaining units impacted by the legislation. For purposes of wage and collective agreement analysis, Bill 160 will be deemed a contract settlement for these particular employee groups. Salaries indicated below exclude pay equity adjustments.

**Sydney Steel Corporation, Sydney and United Steelworkers of America, Local 1064 (AFL-CIO\CLC) (800 plant and maintenance employees):** A 24-month renewal agreement effective from September 29, 1991 to September 28, 1993, settled in July as a result of legislation.

Wages:	Effective	<b>Sept. 29/91</b>
	General Increase	0%
	<b>Hourly Rates</b>	
	Job Class 1	\$13.45
	Job Class 8	\$14.395
	Job Class 16	\$15.475
	Job Class 24	\$16.555

**Nova Scotia Power Corporation, province-wide and International Brotherhood of Electrical Workers, Local 1928 (AFL-CIO\CFL) (I 300 electricians, and service and maintenance employees):** A 24-month renewal agreement effective from April 1, 1992 to March 31, 1994, settled in July as a result of legislation.

Wages:	Effective	<b>April 1/92</b>
	General Increase	0%
	<b>Hourly Rates</b>	
	Janitor	\$12.55
	Storekeeper	\$16.07
	Journeyman Lineman	\$18.39
	Electrical Technician	\$19.31

**Nova Scotia Liquor Commission, province-wide and Nova Scotia Government Employees Union, Local 470 (NUPGE) (CLC) (505 retail, office and clerical, and service and maintenance employees):** A 24-month renewal agreement effective from September 1, 1991 to August 31, 1993, settled in July as a result of legislation.

Wages:	Effective	<b>Sept. 1/91</b>
	General Increase	0%
	<b>Hourly Rates</b>	
	Maintenance Man I	\$12.42
	Store Clerk	\$13.05
	Shipping/Receiving Foreman	\$14.30

**Government of Nova Scotia, province-wide and Nova Scotia Teachers' Union (Ind.) (10 600 elementary and secondary teachers):** A 24-month renewal agreement effective from August 1, 1991 to July 31, 1993, settled in July as a result of legislation.

Wages:	Effective	<b>Aug. 1/91</b>
	General Increase	0%
	<b>Annual Rates</b>	
	TC-4	\$25 596-\$36 236
	TC-6	\$31 678-\$50 448
	TC-8	\$37 777-\$56 547

**Board of Governors of Dalhousie College and University, Halifax and Dalhousie Staff Association (Ind.) (765 office, clerical, administrative services and support employees):** A 24-month renewal agreement effective from July 1, 1991 to June 30, 1993, settled in July as a result of legislation.

Wages:	Effective	<b>July 1/91</b>
	General Increase	0%
	<b>Annual Rates</b>	
	<b>Group A - Clerical</b>	
	Clerk 1 (C-C Steps 1-4)	\$13 636-\$16 629
	Staff Specialist (C-P Steps 1-4)	\$25 494-\$31 090
	<b>Group B - Technical</b>	
	Technical Assistant 1 (T-B Steps 1-4)	\$13 571-\$16 550
	Technologist (T-L Steps 1-4)	\$31 444-\$38 346

**Board of Governors of Dalhousie College and University, Halifax and Dalhousie Faculty Association (Ind.) (715 professors, librarians and instructors):** A 24-month renewal agreement effective from July 1, 1991 to June 30, 1993, settled in July as a result of legislation.

Wages:	Effective	<b>July 1/91</b>
	General Increase	0%
	<b>Annual Rates</b>	
	Librarian I (1-4 years)	\$26 719-\$29 872
	Librarian IV (12-25 years)	\$39 624-\$57 984
	Senior Instructor (7-23 years)	\$31 909-\$51 797
	Assistant Professor	\$33 971-\$52 842
	Professor	\$47 761-\$87 092

**Government of Nova Scotia, province-wide and Nova Scotia Government Employees' Union (NUPGE) (CLC) (1 500 nurses):** A 24-month renewal agreement effective from March 22, 1992 to March 21, 1994, settled in July as a result of legislation.

Wages:	Effective	<b>March 22/92</b>
	General Increase	0%
	<b>Bi-weekly Rates</b>	
	Graduate Nurse (non-registered) (HSN 20)	\$1 265.29-\$1 486.41
	Nursing Planning Officer (HSN 26)	\$1 454.02-\$1 718.06
	Infection Control Officer (HSN 29)	\$1 660.56-\$1 890.60

**Government** of Nova Scotia, province-wide **and** Nova Scotia Government Employees' Union (NUPGE) (CLC) (2 700 office and clerical employees): A 24-month renewal agreement effective from December 15, 1991 to December 14, 1993, settled in July as a result of legislation.

Wages:	Effective	Dec. <b>15/91</b>
	General Increase	0%
	Annual Rates	
	Clerk Typist (CL-2)	\$18 292.82-\$19 567.08
	Data Processing Clerk3 (CL-19)	\$26 043.90-\$29 051.10

Government of Nova Scotia, province-wide **and** Nova Scotia Government Employees' Union (NUPGE) (CLC) (1 340 scientific and other professional employees): A 24-month renewal agreement effective from December 1, 1991 to November 30, 1993, settled in July as a result of legislation.

Wages:	Effective	Dec. <b>1/91</b>
	General Increase	0%
	Annual Rates	
	Economist 2 (PR-13)	\$38 391.34-\$46 668.70
	Computer Services Officer 4 (PR-17)	\$46 668.70-\$54 811.90

Government of Nova Scotia, province-wide **and** Nova Scotia Government Employees' Union (NUPGE) (CLC) (**510** service and maintenance employees): A 24-month renewal agreement effective from December 15, 1991 to December 14, 1993, settled in July as a result of legislation.

Wages:	Effective	Dec. <b>15/91</b>
	General Increase	0%
	Annual Rates	
	Food Service Worker (SE-2)	\$17 665.44-\$17 916.34

**Government of Nova Scotia, province-wide and Nova Scotia Government Employees' Union (NUPGE) (CLC) (1 760 technical employees):** A 24-month renewal agreement effective from March 8, 1992 to March 7, 1994, settled in July as a result of legislation.

Wages:	Effective	<b>March 8/92</b>
	General Increase	0%
	<b>Annual Rates</b>	
	Fisheries Technician 1 (TE-11)	\$22 237.02-\$25 210.12
	Energy Analyst (TE-22)	\$32 882.98-\$38 670.84

**Government of Nova Scotia, province-wide and Nova Scotia Government Employees' Union (NUPGE) (CLC) (520 service and maintenance employees):** A 24-month renewal agreement effective from March 8, 1992 to March 7, 1994, settled in July as a result of legislation.

Wages:	Effective	<b>March 8/92</b>
	General Increase	0%
	<b>Annual Rates</b>	
	Caretaker (MOS-3)	\$22 784.58-\$23 224.70

**Government of Nova Scotia, province-wide and Canadian Union of Public Employees, Local 1867 (CLC) (2 000 labourers and service and maintenance employees):** A 24-month renewal agreement effective from June 9, 1991 to June 8, 1993, settled in **July** as a result of legislation.

Wages:	Effective	<b>March 8/92</b>
	General Increase	0%
	<b>Hourly Rates</b>	
	Chainman (Group H)	\$10.54
	Tandem Truck Driver (Group D)	\$12.00
	General Utilityman (Group F)	\$12.40
	Mechanic III (Group F)	\$13.52

**Camp Hill Medical Centre, Halifax and Nova Scotia Nurses' Union (Ind.) (800 nurses):** A 24-month renewal agreement effective from April 1, 1992 to March 31, 1994 settled in July as a result of legislation.

Wages:	Effective	<b>April 1/92</b>
	General Increase	0%
	<b>Annual Rates</b>	
	Registered Nurse	\$32 705-\$41 266
	Special Unit Nurse	\$33 604-\$42 685
	Assistant O.R. Head Nurse	\$36 305-\$45 294

Text-id: 0461604

**PUBLIC SECTOR COMPENSATION RESTRAINT ACT (projet de loi 160)  
DE LA NOUVELLE-ÉCOSSE**

Aux termes de cette Loi, qui est entrée en vigueur le 11 juillet 1991, la date d'expiration des conventions collectives des secteurs public et parapublic en vigueur le 14 mai 1991 et ne prévoyant aucune augmentation de salaire après cette date sera prolongée de deux ans sans majoration de l'échelle de salaires. Pour les conventions en vigueur qui prévoient une majoration de l'échelle de salaires après le 14 mai 1991, la période de gel des conditions de travail commence à la date de la première augmentation prévue après le 14 mai 1991. À l'expiration de la période de gel de deux ans en ce qui concerne ces dernières conventions, l'agent de négociation a le choix de poursuivre avec cette partie de la convention collective reportée au regard de la Loi ou de renégocier la convention.

Pour ce qui concerne les conventions qui ont expiré avant le 14 mai 1991 et pour lesquelles les renégociations n'ont pas eu lieu de façon définitive au moment de l'adoption de la Loi, celle-ci impose une augmentation de 5,0 % des échelles de salaires un jour après la date d'expiration de la convention. Si la convention collective a expiré plus d'un an avant le 14 mai 1991, les échelles de salaires doivent être majorées d'un autre 5,0 % après le 5,0 % initial mentionné. De telles conventions seront alors prolongées de deux ans sans autre augmentation. Il n'y a pas de convention importante (500 employés ou plus) dans cette catégorie.

Voici la liste des diverses unités de négociation sur lesquelles la Loi a des repercussions. Aux fins d'analyse des salaires et des conventions collectives, le projet de loi 160 sera considéré comme étant un règlement de contrat pour ces groupes d'employés en particulier. Les salaires indiqués ci-dessous excluent les rajustements liés à l'équité salariale.

**Sydney Steel Corporation, Sydney et section locale 1064, Métallurgistes unis d'Amérique (FAT-COI/CTC) (800 employés d'usine et préposés à l'entretien) :** convention renouvelée de vingt-quatre mois, en vigueur du 29 septembre 1991 au 28 septembre 1993, conclue en juillet à la suite d'une législation.

Salaires :	En vigueur le	<b>29 septembre 1991</b>
	Augmentation générale	0,0 %
	<b>Taux horaires</b>	
	Classe d'emploi 1	13,45 \$
	Classe d'emploi 8	14,395 \$
	Classe d'emploi 16	15,475 \$
	Classe d'emploi 24	16,555 \$

**Nova Scotia Power Corporation, toute la province, et section locale 1928, Fraternité internationale des ouvriers en électricité (FAT-COI/FCT) (1 300 électriciens, employés des services et préposés à l'entretien) :** convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> avril 1992 au 31 mars 1994, conclue en juillet à la suite d'une législation.

Salaires :

En vigueur le	<b>1<sup>er</sup> avril 1992</b>
Augmentation générale	0,0 %
<b>Taux horaires</b>	
Concierge	12,55 \$
magasinier	16,07 \$
Compagnon monteur de lignes	18,39 \$
Technicien en électricité	19,31 \$

Société des alcools de la Nouvelle-Écosse, toute la province, et section locale 470, Syndicat de la Fonction publique de la Nouvelle-Écosse (SNFPP) (CTC) (505 commis de détail, commis et employés de bureau, des services et préposés à l'entretien) : convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> septembre 1991 au 31 août 1993, conclue en juillet à la suite d'une législation.

Salaires

En vigueur le	<b>1<sup>er</sup> septembre 1991</b>
Augmentation générale	0,0 %
<b>Taux horaires</b>	
Préposé à l'entretien I	\$12.42
Magasinier	\$13.05
Contremaître à l'expédition et à la réception	\$14.30

Gouvernement de la Nouvelle-Écosse, toute la province, et Syndicat des enseignants de la Nouvelle-Écosse (ind.) (10 600 enseignants à l'élémentaire et au secondaire) : convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> août 1991 au 31 juillet 1993, conclue en juillet à la suite d'une législation.

Salaires :

En vigueur le	<b>1<sup>er</sup> août 1991</b>
Augmentation générale	0,0%
<b>Taux annuels</b>	
TC-4	25 596 \$-36 236 \$
TC-6	31 678 \$-50 448 \$
TC-8	37 777 \$-56 547 \$

Conseil d'administration de l'Université et du College de Dalhousie, Halifax et Association du personnel de Dalhousie (ind.) (765 commis, employes de bureau, des services administratifs et personnel de soutien) : convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> juillet 1991 au 30 juin 1993, conclue en juillet a la suite d'une legislation.

Salaires :	En vigueur le	1 <sup>er</sup> juillet 1991
	Augmentation générale	0,0 %
	Taux annuels	
	Group A -Commis	
	Commis 1 (C-C de l'échelon 1 a 4)	13 636 \$-16 629 \$
	Personnel de l'administration (C-P de l'échelon 1 a 4)	25 494 \$-31 090 \$
	Group B - Technicien	
	Technicien adjoint 1 (T-B de l'échelon 1 a 4)	13 571 \$-16 550 \$
	Technologue (T-L de l'échelon 1 a 4)	31 444 \$-38 346 \$

Conseil d'administration de l'Université et du College de Dalhousie, Halifax et Association des professeurs de Dalhousie (ind.) (715 professeurs, bibliothécaires et instructeurs) : convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> juillet 1991 au 30 juin 1993, conclue en juillet a la suite d'une legislation.

Salaires :	En vigueur le	1 <sup>er</sup> juillet 1991
	Augmentation générale	0,0 %
	Taux annuels	
	Bibliothécaire I (de un a quatre ans)	26 719 \$-29 872 \$
	Bibliothécaire IV (de douze a vingt-cinq ans)	39 624 \$-57 984 \$
	Charge de cours supérieur (de sept a vingt-trois ans)	31 909 \$-51 797 \$
	Professeur adjoint	33 971 \$-52 842 \$
	Professeur	47 761 \$-87 092 \$

Gouvernement de la Nouvelle-Écosse, toute la province, et Syndicat de la Fonction publique de la Nouvelle-Écosse (SNFPP) (CTC) (1 500 infirmières) : convention renouvelée de vingt-quatre mois, en vigueur du 22 mars 1992 au 21 mars 1994, conclue en juillet à la suite d'une législation.

Salaires :	En vigueur le	22 mars 1992
	Augmentation générale	0,0 %
	Taux a la quinzaine	
	Infirmière diplômée (non autorisée) (HSN 20)	\$1 265,29-\$1 486,41
	Agent de planification des soins infirmiers (HSN 26)	\$1 454,02-\$1 718,06
	Agent préposé aux maladies infectueuses (HSN 29)	\$1 660,56-\$1 890,60

Gouvernement de la Nouvelle-Écosse, toute la province, et Syndicat de la Fonction publique de la Nouvelle-Écosse (SNFPP) (CTC) (2 700 commis et employes de bureau) : convention renouvelée de vingt-quatre mois, en vigueur du 15 décembre 1991 au 14 décembre 1993, conclue en juillet à la suite d'une législation.

Salaires :	En vigueur le	15 décembre 1991
	Augmentation générale	0,0 %
	Taux annuels	
	Commis-dactylo (CL-2)	18 292,82 \$-19 567,08 \$
	Commis aux traitement des données 3 (CL-19)	26 043,90 \$-29 051,10 \$

Gouvernement de la Nouvelle-Écosse, toute la province, et Syndicat de la Fonction publique de la Nouvelle-Écosse (SNFPP) (CTC) (1 340 scientifiques et autres professionnels) : convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> décembre 1991 au 30 novembre 1993, conclue en juillet à la suite d'une législation.

Salaires	En vigueur le	1 <sup>er</sup> décembre 1991
	Augmentation générale	0,0%



Augmentation générale 0,0 %

**Taux annuels**

Concierge 22 784,58 \$-23 224,70 \$  
(MOS-3)

**Gouvernement de la Nouvelle-Écosse, toute la province, et section locale 1867, Syndicat canadien de la Fonction publique (CTC) (2 000 journaliers, employés des services et préposés à l'entretien) :** convention renouvelée de vingt-quatre mois, en vigueur du 9 juin 1991 au 8 juin 1993, conclue en juillet à la suite d'une législation.

Salaires En vigueur le **8 mars 1992**

Augmentation générale 0,0 %

**Taux horaires**

Chaîneur 10,54 \$  
(Group H)

Camionneur en tandem 12,00 \$  
(Group D)

Homme à tout faire 12,40 \$  
(Group F)

Mécanicien III 13,52 \$  
(Group F)

**Camp Hill Medical Centre, Halifax et Syndicat des infirmières de la Nouvelle-Écosse (ind.) (800 infirmières) :** convention renouvelée de vingt-quatre mois, en vigueur du 1<sup>er</sup> avril 1992 au 31 mars 1994, conclue en juillet à la suite d'une législation.

Salaires : En vigueur le **1<sup>er</sup> avril 1992**

Augmentation générale 0,0 %

**Taux annuels**

Infirmière autorisée 32 705 \$-41 266 \$

Infirmières d'unités 33 604 \$-42 685 \$  
spéciales

Infirmière chef adjointe 36 305 \$-45 294 \$  
en salle d'opération

MEMORANDUM OF AGREEMENT #9

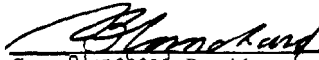
JOB SHARING


The parties agree as follows:

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

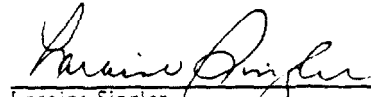
- (b) General Illness - one-half of the entitlement provided for under Article 22, up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.
  - (c) Short Term Illness - one-half the entitlement provided for in Article 22, up to a maximum of the equivalent of fifty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

Signed on behalf of the Union:

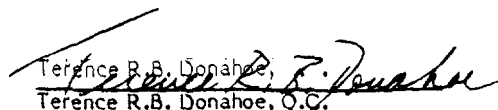
  
Greg Blanchard, President

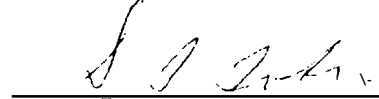
  
Chris R. Jennings, Chairperson  
HSN Bargaining Unit Negotiating Council


  
Faye Fraser, Vice-Chairperson  
HSN Bargaining Unit Negotiating Council

  
Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

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

  
Douglas T. Tobin, Deputy Minister  
Civil Service Commission

  
George W. Hall, Executive Director  
Civil Service Commission

  
John Puchner, Director Staff Relations  
Civil Service Commission

  
Allister MacPherson  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 12<sup>th</sup> day of April 1990.

**MEMORANDUM OF AGREEMENT #10**

**PREPAID LEAVE PLAN**

**1. Purpose**

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

**2. Terms of Reference**

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

**3. Eligibility**

Any permanent employee is eligible to participate in the Plan.

**4. Application**

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

**5. Leave**

- (a) The period of leave will be one (1) year.
- (b) On return from leave, the employee will be assigned to his/her same position or, if such position no longer exists, the employee will be governed by the appropriate provisions of this Agreement.
- (c) After the leave, the employee is required to return to regular employment with Employer or an employer that participates in the same or a similar salary deferral arrangement for a period that is not less than the period of leave.

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

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

- (a) During the deferral period of the Plan, preceding the period of the leave, the employee will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave.
- (b) The deferred amounts, when received, are considered to be salary or wages and as such are subject to withholding for income taxes, Canada Pension Plan and Unemployment insurance at that time.
- (c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a 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 of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan.
- (b) An employee's benefits will be maintained by the Employer during his/her leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave.
- (c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not be enrolled in the Plan.
- (d) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (e) Superannuation deductions shall be made on the salary the employee would have received had he/she not entered the Plan or gone on leave.
- (f) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

8. Withdrawal

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

9. Written Contract

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

Signed on behalf of the Union:

*Greg Blanchard*  
Greg Blanchard, President

*Chris R. Jennings*  
Chris R. Jennings, Chairperson  
HSN Bargaining Unit Negotiating Council

*Faye Fraser*  
Faye Fraser, Vice-Chairperson  
HSN Bargaining Unit Negotiating Council

*Laraine Singler*  
Laraine Singler  
Administrator/Negotiator

Signed on behalf of the Employer:

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

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

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

*John Puchyt*  
John Puchyt, Director Staff Relations  
Civil Service Commission

*Allister MacPherson*  
Allister MacPherson  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 21<sup>st</sup> day of April 1990.

**\*MEMORANDUM OF AGREEMENT #11**


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

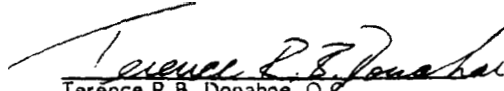
The parties hereby agree that, effective October 6, 1989:

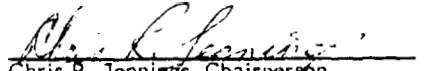
Employees eligible for civil service part-time appointment effective January 1, 1988, pursuant to the provisions of the existing collective agreement, will be credited with service for the unbroken non-civil service employment in Departments, Boards, Commissions and Agencies that would not otherwise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

Signed on behalf of the Union:

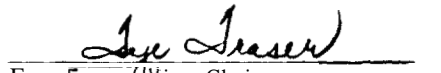
Signed on behalf of the Employer:

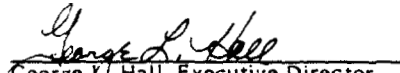
  
Greg Blanchard, President

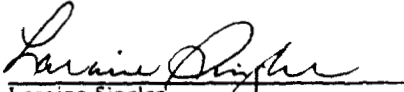
  
Terence R.B. Donahoe, Q.C.  
Chairman of Management Board

  
Chris R. Jennings, Chairperson  
HSN Bargaining Unit Negotiating Council


  
Douglas T. Tobin, Deputy Minister  
Civil Service Commission

  
Faye Fraser, Vice-Chairperson  
HSN Bargaining Unit Negotiating Council

  
George Y. Hall, Executive Director  
Civil Service Commission

  
Laraine Singler  
Administrator/Negotiator

  
John Puch, Director Staff Relations  
Civil Service Commission

  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of April 1990.

**\*MEMORANDUM OF AGREEMENT #12**

**CONVERSION OF HOURS**

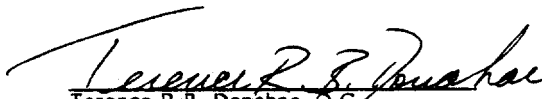
Except as otherwise provided in the Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:


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

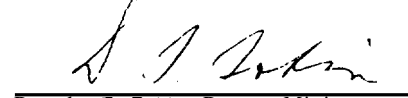
Signed on behalf of the Union:


Signed on behalf of the Employer:

  
\_\_\_\_\_  
Greg Blanchard, President

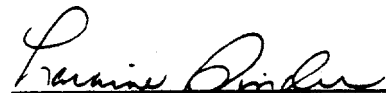
  
\_\_\_\_\_  
Terence R.B. Donahoe, Q.C.  
Chairman of Management board

  
\_\_\_\_\_  
Chris R. Jennings, Chairperson  
HSN Bargaining Unit Negotiating Council

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

  
\_\_\_\_\_  
Faye Fraser, Vice-Chairperson  
HSN Bargaining Unit Negotiating Council

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

  
\_\_\_\_\_  
Laraine Singler  
Administrator/Negotiator

  
\_\_\_\_\_  
John Puchys, Director Staff Relations  
Civil Service Commission

  
\_\_\_\_\_  
Allister MacPherson  
Staff Relations Officer  
Civil Service Commission

Dated at Halifax, Nova Scotia this 11<sup>th</sup> day of April 1990.

**BILL NO. 160**

*Government Bill*

---

*2nd Session, 55th General Assembly  
Nova Scotia  
40 Elizabeth II, 1991*

---

**An Act Respecting  
Compensation Restraint in the Public Sector**

**CHAPTER 5  
ACTS OF 1991**

---

**The Honourable Greg Kerr  
Chairman of the Management Board**

---

**AS ASSENTED TO BY THE LIEUTENANT GOVERNOR  
11TH JULY, 1991**

---

*Halifax  
Printed by Queen's Printer for Nova Scotia*

# An Act Respecting Compensation Restraint in the Public Sector

Be it enacted by the Governor and Assembly as follows:

1 This Act may be cited as the *Public Sector Compensation Restraint Act*.

2 In this Act,

(a) "Board" means the Board established pursuant to the regulations;

(b) "collective agreement" means

(i) a collective agreement as defined in the *Civil Service Collective Bargaining Act*,

(ii) a collective agreement as defined in the *Corrections Act*,

(iii) a professional agreement as defined in the *Teachers' Collective Bargaining Act*,

(iv) a collective agreement as defined in the *Trade Union Act*,

(v) an agreement between a unit of employees established for collective bargaining and an employer for defining, determining or providing for working conditions and terms of compensation,

(vi) a decision or order that, by operation of law or agreement, governs working conditions and terms of compensation;

(c) "compensation plan" means a collective agreement or, where employees do not have a collective agreement, terms of employment;

(d) "compensation rates" means single rates of remuneration or ranges of rates of remuneration, including costs of living adjustments, or, where no such rates or ranges exist, any fixed or ascertainable amounts of remuneration;

(e) "date of expiry" means

(i) the day, on or after the fourteenth day of May, 1991, that a compensation plan expires but for this Act, or

(ii) the day immediately preceding the day of the first scheduled increase in compensation rates on or after the fourteenth day of May, 1991, provided for by the plan,

whichever is earlier;

(f) "employee" means a person who performs duties and functions that entitle that person to compensation on a regular basis but does not include a consultant or independent contractor;

(g) "employer" means the employer or the person, association or entity in the position of the employer, and includes a person, association or entity providing compensation to an employee;

(h) "finalized" for the purpose of this Act, in respect of a compensation plan, includes a compensation plan that is described in its entirety in a written memorandum but that is subject to a vote by employees to whom it applies or to any necessary ratification by an employer;

(i) "service commission" means a service commission as defined in the *Municipal Affairs Act*;

(j) "teacher" means a teacher as defined in the *Teachers' Collective Bargaining Act*;

(k) "village commissioners" means village commissioners incorporated pursuant to the *Village Service Act* or to whom that Act applies.

3 Every enactment, whether enacted before or after the coming into force of this Act, shall be read and construed as subject in all respects to this Act and, in the case of conflict with a provision of this Act, the provision of this Act prevails.

4 This Act is binding on Her Majesty in right of the Province.

## PART I

### PUBLIC EMPLOYEES

5 This Part applies to

(a) persons appointed pursuant to the *Civil Service Act*;

(b) officers and employees appointed pursuant to the *Corrections Act*;

(c) persons appointed by the Governor in Council to the public service;

(d) officers and employees of an "agency of government" as defined in the *Auditor General Act*;

(e) officers and staff of the House of Assembly;

(f) judges of the Provincial Court and judges of the Family Court;

(g) adjudicators of the Small Claims Court;

(h) employees of a municipality as defined by the *Municipal Affairs Act* and employees of an authority, board, commission, agency, corporation or other

organization thereof including a joint or regional body of two or more municipalities;

- (i) employees of a school board;
- (j) employees of the Nova Scotia Community College;
- (k) employees of universities to which the *Universities Assistance Act* applies;
- (l) employees of hospitals within the meaning of the *Hospitals Act*;
- (m) employees of a facility that is required to be licensed pursuant to the *Homes for Special Care Act*; and
- (n) an employee of a person, agency, authority, board, commission, corporation or organization of a type similar to those listed in clauses (a) to (m) where the Governor in Council declares that this Act applies to those employees.

**6** A compensation plan finalized before the fourteenth day of May, 1991, shall not be changed except in accordance with this Act.

**7** (1) Where a compensation plan was finalized before the fourteenth day of May, 1991, then, notwithstanding anything contained in the plan, the plan continues in effect in respect of that employee or group of employees, as the case may be, for a period of two years from the date of expiry of the plan with the implementation on or after the fourteenth day of May, 1991, of any change in terms of employment set out in the plan except that

- (a) there shall not be any increase in compensation rates; and
- (b) the plan itself shall not be changed,

on or after the fourteenth day of May, 1991.

(2) Upon completion of the two-year period referred to in subsection (1),

(a) the compensation plan continues for a further period of time equal to the period of time that remained for the plan when the two-year period began; and

(b) any change in compensation rates scheduled by the plan to be effective on or after the fourteenth day of May, 1991, takes effect two years after the date specified in the plan.

(3) Notwithstanding subsection (2) or anything contained in a compensation plan,

(a) a collective agreement may, at the option of the bargaining agent of the employees to whom the agreement applies, be renegotiated; and

(b) a compensation plan that is not a collective agreement may be changed,

in respect of any period remaining in the plan after the two-year period referred to in subsection (1).

8 (1) Where

(a) a compensation plan has expired before the fourteenth day of May, 1991; and

(b) a new compensation plan is not finalized before the fourteenth day of May, 1991,

the expired plan is continued, effective from when it expired but for this Act, except that the compensation rate for each position covered by the compensation plan shall be increased by five per cent effective the date the compensation plan expired.

(2) Where the compensation plan expired more than one year before the fourteenth day of May, 1991, the compensation rate for each position covered by the compensation plan shall be increased by a further five per cent effective one year after the compensation plan expired.

(3) The date of expiry for the purpose of this Act of a compensation plan continued by subsection (1) is deemed to be one year after the effective date of the last increase provided by this Section.

(4) The compensation plan referred to in subsection (1) continues in force for a period of two years from the deemed date of expiry of the plan, without change in the plan.

9 (1) Notwithstanding Sections 7 and 8, where

(a) a union was certified or recognized pursuant to the Trade **Union Act** before, on or after the fourteenth day of May, 1991, as the bargaining agent for employees who immediately before the certification or recognition did not have a certified or recognized bargaining agent; and

(b) a first collective agreement was not finalized before the fourteenth day of May, 1991,

the employer and the bargaining agent may conclude a first collective agreement.

(2) A first collective agreement concluded pursuant to subsection (1) shall not contain

(a) any increase in compensation rates where such an increase is precluded by Section 7; or

(b) any increase in compensation rates in excess of that provided by Section 8 where Section 7 does not apply.

10 (1) During any period a compensation plan is continued by Section 7 or 8, an increase in compensation rates may be paid to or received by an employee

(a) as a result of an increase in the minimum wage or in accordance with an order pursuant to the Labour Standards Code;

(b) for or in recognition of

(i) meritorious or satisfactory work performance,

(ii) the completion of a specified work experience,

(iii) the successful completion of a course of professional or technical education,

(iv) length of time in employment,

if such provisions have been expressly contained in the compensation plan that applied to the employee immediately before the fourteenth day of May, 1991.

(2) Nothing in subsection (1) prevents increases in compensation or compensation rates greater than those permitted by this Act as a result of the bona fide promotion of an employee to a different or more responsible position.

11 A compensation plan to which this Act applies, entered into or established at any time, is of no force or effect to the extent that it provides for compensation rates in excess of compensation rates permitted by this Act.

12 Every employer to which this Act applies shall report to the Board, at the time and in the form and manner determined by the Board,

(a) every compensation plan of the employer in effect immediately before the fourteenth day of May; 1991, and, where no compensation plan has been finalized before that date in respect of an employee or group of employees, the most recent compensation plan that before that date applied to that employee or group of employees, as the case may be; and

(b) every change in a compensation plan referred to in clause (a).

## PART II

### MINISTERS OF THE CROWN AND MEMBERS OF THE HOUSE OF ASSEMBLY

13 This Part applies to

(a) members of the Executive Council; and

(b) members of the House of Assembly.

**14** The indemnities, allowances and salaries paid pursuant to the Executive *Council Act* and the House of *Assembly Act* immediately before the coming into force of this Act are continued until the first day of January, 1994, without change.

### PART III

#### MUNICIPAL COUNCILLORS, ~~VILLAGE~~ COMMISSIONERS, MEMBERS OF ~~SERVICE~~ COMMISSIONS AND MEMBERS OF SCHOOL BOARDS

**15** This Part applies to

- (a) the mayor or warden and aldermen or councillors of a city, incorporated town or municipality of a county or district;
- (b) village commissioners;
- (c) the members of a service commission; and
- (d) the members of a school board.

**16** The remuneration of a person to whom this Part applies, in effect immediately before ~~the~~ fourteenth day of May, 1991, continues until the fourteenth day of **May, 1993**, without change.

**17** Every city, incorporated town, municipality of a county or a district, village, service commission and school board shall report to the Board, at the time and in the form and manner determined by the Board, every remuneration plan of the city, ~~town~~, municipality or board, as the case may be, in effect immediately before the fourteenth day of May, 1991, for a person to whom this Part applies.

### PART IV

#### MEDICAL SERVICES

**18** This Part applies to every tariff of fees or other system of payment for insured medical services or under the insured prescription drug plan.

**19** Every tariff of fees or ~~other system~~ of payment for insured medical services or under the insured prescription drug plan, in effect immediately before the fourteenth day of **May, 1991**, continues in effect for a period of two years from the date of expiry of the last increase in the tariff or system of payment before that date.

## PART V

### PAY EQUITY

**20** This Part applies to increases in compensation rates made pursuant to the *Pay Equity Act*.

**21** Notwithstanding the *Pay Equity Act*, pay equity adjustments to which an employee is entitled on the first day of September, 1991, pursuant to that Act shall not be made until April of 1992 but shall be retroactive to the first day of September, 1991, and nothing in this **Act**, except this **Section**, affects the *Pay Equity Act*.

## PART VI

### GENERAL

**22** (1) Where a question arises pursuant to **this Act** as to

- (a) whether a compensation plan is a compensation plan to which this Act applies;
- (b) whether a compensation plan complies with this **Act**;
- (c) the date of expiry of a compensation plan;
- (d) what information or documentation **is** required by the Board;
- (e) who is an employer for the purpose of this Act;
- (f) who is the employer for a particular compensation plan;
- (g) the date when a compensation plan has expired;
- (h) the date when a compensation plan was finalized;
- (i) whether the increase in compensation rates is to effect an order made pursuant to the Labour *Standards Code* **or** is in recognition of
  - (i) meritorious or satisfactory work performance,
  - (ii) the completion of a specified period of work experience,
  - (iii) the successful completion of a program **or** course of professional or technical education,
  - (iv) length of time in employment,
  - (v) the bona *fide* promotion of an employee to a different or more responsible position,

the Board shall decide the question and the decision **or order** of the Board is final and conclusive and not open to question or review but the Board may, if it considers it

advisable to do so, reconsider any decision or order made by it pursuant to this Act and may vary or revoke any decision or order made by it pursuant to this Act.

(2) Where

(a) a compensation plan provides for staged increases in compensation rates over a one-year period that includes the fourteenth day of May, 1991; or

(b) there is an historical relationship between a compensation plan and another compensation plan with the same employer,

then, notwithstanding anything in this Act, upon application to the Board by an employer or, where the employees are represented by a bargaining agent, by the employer and the bargaining agent, the Board may

(c) authorize an increase in compensation rates in the compensation plan; and

(d) adjust, where appropriate, the date of expiry of the compensation plan for the purpose of this Act,

and any such increase may be retroactive but the total of all increases for the year immediately preceding the two-year period referred to in subsection (1) of Section 7 shall not exceed five per cent in respect of any position.

(3) Upon application to the Board by an employer or, where employees are represented by a bargaining agent, by the employer and the bargaining agent, the Board may authorize a change in a term of employment, other than compensation rates, in the employees' compensation plan where the Board is satisfied that

(a) failure to make the change before the expiration of the compensation plan would be detrimental to the interest of the employer and employees; and

(b) making the change would not be contrary to the intent and purpose of this Act.

(4) Where the Board determines that a compensation plan does not comply with this Act and that the employer is implementing, has implemented or is likely to implement an increase in compensation rates that do not comply with this Act, the Board may make an order

(a) prohibiting in the manner it specifies the employer from implementing the increase in compensation rates that do not comply with this Act;

(b) requiring a recipient of compensation to pay back to the employer any increase in compensation that does not comply with this Act.

(5) To the extent that the compensation plan is inconsistent with an order of the Board, the order prevails and is deemed to be part of the compensation plan.

(6) An order of the Board is a public document and shall be made available for inspection at the office of the Board during regular business hours.

**23** Every person who fails to comply with this Act, the regulations or an order of the Board is guilty of an offence and is liable on summary conviction to the penalty provided for in the *Summary Proceedings Act*.

**24 (1)** The Governor in Council may make regulations

(a) designating any compensation plan or class thereof to which this Act applies and the date as of which this Act is applicable thereto and, where necessary, prescribing the manner in which this Act is to be applied.

(b) determining whether the Act applies to a person, agency, authority, board, commission, corporation or organization;

(c) establishing the Board for the purpose of this Act;

(d) providing for the management and administration of the Board;

(e) conferring powers, privileges and immunities on the Board;

(f) respecting procedures of the Board for giving notices, making demands, issuing instructions and directions;

(g) providing for the filing of orders of the Board at the prothonotary's office to make the same a judgment of the Supreme Court;

(h) further defining **\*\*compensation plan**" or prescribing **the person** or the class of persons whose method of compensation is deemed to be a compensation plan for the purpose of this Act;

(i) further defining **\*\*compensation rates**";

(j) defining any word or expression used in this Act and not defined therein;

(k) respecting any matter that the Governor in Council considers necessary or advisable to carry out effectively the intent and purpose of this Act.

**(2)** A regulation made pursuant to this Act may, if it **so** provides, be made retroactive in its operation to a date not earlier than the fourteenth day of May, **1991**.

**(3)** The exercise by the Governor in Council of the authority contained in subsection (1) shall be regulations within the meaning of the *Regulations Act*.

**25** This Act has effect on, from and after the fourteenth day of May, 1991, and shall accordingly be read, construed, interpreted and given effect on, from and after that date.

---