

CIVIL SERVICE MASTER AGREEMENT

November 1, 1997 to March 31, 2000



Province of Nova Scotia

Nova Scotia
Government Employees Union



CIVIL SERVICE MASTER AGREEMENT

between

Her Majesty the Queen
in the right of the
Province of Nova Scotia

represented by the

Department of Human Resources

and the

Nova Scotia
Government Employees Union

November 1, 1997 to March 31, 2000

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* Denotes change from previous contract

PREAMBLE

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

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

- * (1) “Bargaining Unit” means all the probationary, permanent, term and temporary employees of the Employer in one of the bargaining units established under the *Civil Service Collective Bargaining Act* as set out in Article 2.01, except those employed in a managerial or confidential capacity.
- (2) “Daily rate of pay” means an employee’s bi-weekly rate of pay divided by ten (10).
- (3) “Employee” means a person who is included in a bargaining unit.
- (4) “Employer” means Her Majesty the Queen in the Right of the Province through the agency of the Department of Human Resources.
- (5) “Holiday” means:
 - * (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
 - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a holiday designated in this Agreement.
- (6) “Leave of Absence” means absent from work with permission.
- (7) “Lockout” includes the closing of a place of employment, a suspension of work or a refusal by the Department of Human Resources on behalf of the Government of Nova Scotia to continue to employ a number of employees done to compel the employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.
- * (8) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.

- (9) "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding for the purpose of compelling the Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (10) "Union" means the Nova Scotia Government Employees Union.

1.02 Service

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

- (a)
- (1) total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*; and
 - (2) total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Appendix 11, has been a combination of full-time and unbroken non-civil service and civil service employment.
- (b)
- (1) Notwithstanding Article 1.02 (a), except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who does not receive salary for ten (10) days or less during that calendar month.
 - (2) Notwithstanding Article 1.02 (a), except as otherwise provided in this Agreement, no service and therefore no service related benefits shall be credited to an employee who does not receive salary for in excess of ten (10) days during that calendar month.
 - (3) For the purposes of Article 1.02 (b)(1) and 1.02 (b)(2), service related benefits are vacation, sick leave and Public Service Awards.
 - (4) The application of the revisions to Article 1.02(b) is limited to service earned on and after January 1, 1990.

1.03 Civil Service Terms

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

1.04 Gender

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

ARTICLE 2 – RECOGNITION

*2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees of the Employer in the bargaining units corresponding to the following Classification and Pay Plans:

1. Clerical and Related Classification and Pay Plan – (CL)
2. Health Services Classification and Pay Plan – Health Services Personnel – (HSA)
3. Health Services Classification and Pay Plan – (HSB)
4. Health Services Classification and Pay Plan – Nursing Services Personnel – (HSN)
5. Maintenance and Operational Services Classification and Pay Plan – (MOS)
6. Professional Classification and Pay Plan – (PR)
7. Service Classification and Pay Plan – (SE)
8. Technical Classification and Pay Plan – (TE)

2.02 No Discrimination for Union Activity

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

*2.03 No Discrimination

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

***ARTICLE 3 – APPLICATION**

This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached or otherwise incorporated by reference, apply to and are binding on the Union, the employees, and the Employer.

ARTICLE 4 – PROVINCIAL SECURITY

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or 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.

ARTICLE 5 – FUTURE LEGISLATION

5.01 Future Legislation

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

5.02 Conflict with Regulations

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

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 Management Rights

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

6.02 Safety Regulations

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

6.03 Consistent Application

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

6.04 Delegation of Authority

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

ARTICLE 7 – RIGHTS AND PROHIBITIONS

7.01 No Lockout or Strike

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

7.02 No Sanction of Strike

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

ARTICLE 8 – UNION INFORMATION

***8.01 Bulletin Boards**

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

8.02 Distribution of Union Literature

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

ARTICLE 9 – INFORMATION

***9.01 Copies of Agreement**

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

***9.02 Letter of Appointment**

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

***9.03 Employer to Acquaint New Employees**

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

9.04 Position Descriptions

- (a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years.
- (c) All position descriptions shall be signed by the Department of Human Resources and copies shall be forwarded to the Union.

9.05 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to employees in the bargaining unit that in the opinion of the Employer may be required for collective bargaining purposes.

ARTICLE 10 – APPOINTMENT

10.01 Probationary Period

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

10.02 Confirmation of Permanent Appointment

- (a) The Employer may, after an employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, except as provided in Articles 10.03(a) and 10.04(a), confirm the appointment on a permanent basis.

10.03 Extension of Probationary Period (PR)

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six (6) months.
- (b) When an employee's probationary appointment is to be extended as provided in Article 10.03(a), the Deputy Head shall notify the employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension.

10.04 Extension of Probationary Period (TE)

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary

appointment for a period not to exceed six (6) months, providing the employee is not under constant supervision due to a requirement to travel in the performance of his duties or required to work for extended periods in a location separate from his immediate supervisor.

- (b) When an employee's probationary appointment is to be extended as provided in Article 10.04(a), the Deputy Head shall notify the employee one (1) month prior to the expiry of the probationary period setting out the reasons for the extension.

10.05 Termination of Probationary Appointment

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

10.06 Term Appointment

The Employer may, where it is anticipated that a project will exceed one (1) year but will not exceed two (2) years in duration, appoint on a term basis employees required to carry on the project.

10.07 Termination of Term Appointment

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

10.08 Change of Term Status

- (a) The Employer may change the status of an employee appointed under the provisions of Article 10.06 to probationary, permanent or temporary.
- (b) If the term appointment exceeds two (2) years, or the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, the incumbent term employee so affected shall have his/her status changed to that of permanent employee upon the completion of the two (2) years' service. For the purpose of this Article "service" is calculated from the date of last appointment to the Civil Service.

10.09 Termination Notice

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

10.10 Pay in Lieu of Termination Notice

Where less notice in writing is given than provided for, an employee terminated in accordance with the provisions of Article 10.09, shall continue to receive his pay for the number of days prior to the date of termination.

10.11 Written Reasons for Termination

An employee employed in a position on a probationary or term basis shall be given the reasons for termination in writing, if he so requests, within the period of notice pursuant to Article 10.09.

10.12 Re-employment in Former Position

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

*10.13 Permanent Employees Appointed to Term Positions

Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a position in their same classification, same department and same geographic location. Such employees shall be entitled to ten (10) days written notice in the event there is to be an earlier expiry date of the term appointments.

ARTICLE 11 – REASSIGNMENT AND JOB POSTING

*11.01 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 classification, same department, and same geographic location as defined in Article 34. The Employer shall not exercise the right to assign or reassign in an unreasonable or arbitrary manner.
- (b) Where consistent with the operational requirements of the Employer, expressions of interest for assignment or reassignment may be invited by the Employer.
- (c) The Employer will notify the Union of all employees reassigned pursuant to this provision.
- (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 in the grievance procedure.
- (e) Before a grievance on reassignment is referred to adjudication the circumstances are to be reviewed by the Technological Change Committee.

*11.02 Job Posting

- (a) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where employees in the bargaining units work.
- (b) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. The Employer reserves the right to post simultaneously such positions internally and externally.
- (c) Where no bargaining unit applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.

*11.03 Filling Vacancies

Where it is the opinion of the Employer that:

- (a) a vacancy can be filled from within, and
- (b) two or more applicants are qualified, and
- (c) those applicants are of equal merit, preference in filling that vacancy shall be given to the applicant with the greatest length of service.

11.04 Grievance/Adjudication

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

ARTICLE 12 – CHECKOFF

*12.01 Deduction of Union Dues

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

12.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 12.01.

12.03 Religious Exclusions

Deductions for membership dues shall not apply to any employee who, for religious

reasons, cannot pay Union dues provided he makes a contribution equal to said Union dues to some recognized charitable cause.

12.04 Remittance of Union Dues

The amounts deducted in accordance with Article 12.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

12.05 Liability

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

ARTICLE 13 – STEWARDS

13.01 Recognition

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

13.02 Notification

- (a) The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

13.03 Servicing of Grievances

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

ARTICLE 14 – TIME OFF FOR UNION BUSINESS

14.01 Leave Without Pay

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

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
- (c) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.

Such permission shall not be unreasonably withheld.

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

Such permission shall not be unreasonably withheld.

14.02 Notification to Employer

The Union shall notify the Employer of the names, including the department wherein the employee is employed, of the members of the Board of Directors and Bargaining Unit Negotiating Council.

14.03 Annual Meeting

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

14.04 Number of Employees Eligible

The number of employees eligible for special leave provisions under Articles 14.01 and 14.03 shall be in accordance with the numbers laid down in the Nova Scotia Government Employees Union Constitution.

*14.05 Contract Negotiations

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

14.06 Adjudication and Joint Consultation

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

- (a) called as a witness by an Adjudication Board prescribed by Article 27;
- (b) meeting with management in joint consultation prescribed by Article 28.

14.07 Grievance Meetings

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

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

14.08 No Loss of Service

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

14.09 Full-time President

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

ARTICLE 15 – HOURS OF WORK

*15.01 Hours of Work

The hours of work shall be as set forth in the Appendix for each bargaining unit, attached to and forming part of this agreement.

15.02 Flexible Working Hours (CL, HSB, MOS, PR, TE)

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

15.03 Modified Work Week (CL, HSB, MOS, PR, TE)

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

15.04 Return to Regular Times of Work

In the event that a modified work week or flexible working hours system provided for in Articles 15.02 and 15.03:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons; the employing department may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

15.05 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 19.01
- bereavement leave
- leave for birth of child/adoption
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period
- rest periods

ARTICLE 16 – OVERTIME

16.01 Definitions

In this Article and Article 19:

- * (a) “overtime” means authorized work in excess of an employee's regular work day or regular work week as specified in the applicable appendix.
- (b) “time and one-half” means one and one-half ($1\frac{1}{2}$) times the straight time rate calculated by the formula:
- | | |
|---|---|
| (i) $\frac{\text{bi-weekly rate} \times 1.5}{70}$ | where the employee's normal work week consists of thirty-five (35) hours exclusive of meal break. |
| (ii) $\frac{\text{bi-weekly rate} \times 1.5}{75}$ | where the employee's normal work week consists of thirty-seven and one-half ($37\frac{1}{2}$) hours exclusive of mealbreak. |
| (iii) $\frac{\text{bi-weekly rate} \times 1.5}{80}$ | where the employee's normal work week consists of forty (40) hours exclusive of meal break. |
- (c) “double time” means two (2) times the straight time rate calculated by the formula:
- | | |
|---|---|
| (i) $\frac{\text{bi-weekly rate} \times 2}{70}$ | where the employee's normal work week consists of thirty-five (35) hours exclusive of meal break. |
| (ii) $\frac{\text{bi-weekly rate} \times 2}{75}$ | where the employee's normal work week consists of thirty-seven and one-half ($37\frac{1}{2}$) hours exclusive of mealbreak. |
| (iii) $\frac{\text{bi-weekly rate} \times 2}{80}$ | where the employee's normal work week consists of forty (40) hours exclusive of meal break. |

16.02 Allocation and Notice of Overtime

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

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

16.03 Union Consultation

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

*16.04 Overtime Compensation

Subject to Article 16.05 an employee, other than an employee excluded from overtime entitlement pursuant to Appendix 6 – P1.02 or Appendix 8 – T1.02, is entitled to time and one half (1½ T) compensation for each hour of overtime worked by him.

16.05 Overtime Eligibility

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

*16.06 A Overtime Meal Allowance (CL,HSA,HSB,HSN,PR,SE,TE)

An employee who is required to work a minimum of three (3) hours' overtime following his scheduled hours of work, and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at or adjacent to his place of work. Under such conditions he shall be reimbursed his expenses for one (1) meal in the amount of \$6.50, effective April 1, 1998, except where free meals are provided.

*16.06 B Overtime Meal Allowance (MOS)

- (a) An employee, who is required to work a minimum of three (3) hours' overtime following his scheduled hours of work, and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at or adjacent to his place of work. Under such conditions he shall be reimbursed his expenses for one (1) meal in the amount of \$6.50, effective April 1, 1998, except where free meals are provided.
- (b) If the employee continues to work beyond three (3) hours' overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.
- (c) An employee who is called back to work under the provisions of Article 17.04 shall be provided with a meal break and allowance (or meal), in accordance with (a) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

16.07 Advance Notice of Overtime Requirements

An employee who is required to work overtime which does not immediately follow his regular shift shall be given not less than four (4) hours' prior notice. If such notice is not given, the provisions of Article 17.04 shall apply.

*16.08 Overtime on First Day of Rest

An employee, other than an employee excluded from overtime entitlement pursuant to Appendix 6 – P1.02 or Appendix 8 – T1.02, who is required to work overtime on his first scheduled day of rest shall be paid at the overtime rate as provided in Article 16.04.

*16.09 Overtime on Second Day of Rest

An employee, other than an employee excluded from overtime entitlement pursuant to Appendix 6 – P1.02 or Appendix 8 – T1.02, who is required to work overtime on his second or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

16.10 Computation of Overtime

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

16.11 Compensation for Performing Other Duties

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

16.12 Form of Compensation

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

16.13 Time Off in Lieu of Overtime (CL, HSA, HSB, HSN, MOS, SE)

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

16.14 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work, established in accordance with Article 15, in order to equalize any overtime worked.

16.15 Daylight Saving Time

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

ARTICLE 17 – STANDBY AND CALLBACK

*17.01 Standby Compensation

Except as provided in Article 17.06, employees who are required by the Employer to standby shall receive standby pay of \$12.50, effective April 1, 1998, for each standby period of eight (8) hours or less.

17.02 Employee Availability

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

17.03 Failure to Report

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

17.04 Callback Compensation

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

*17.05 Transportation Allowance

Employees called back shall be reimbursed for transportation to and from the place of work to a maximum of \$7.25 per call effective April 1, 1998.

17.06 Standby – Lands and Forests

Where employees employed by the Department of Lands and Forests are required by an official of the Department of Lands and Forests to be available for immediate work, the period of such availability shall be called "standby time" and upon the certificate of the Deputy Head as to the amount of and reason for such standby time, such persons shall be entitled to compensation or leave with pay for one-third (1/3) of their standby time.

ARTICLE 18 – VACATIONS

18.01 Annual Vacation Entitlement

- (a) Effective April 1, 1998, an employee shall be entitled to receive annual vacation leave with pay:
- * (i) each year during her/his first seventy-two (72) months of service at the rate of one and one quarter ($1\frac{1}{4}$) days for each month of service;
 - * (ii) each year after seventy-two (72) months of service at the rate of one and two-thirds ($1\frac{2}{3}$) days for each month of service;
 - (iii) each year after two hundred and four (204) months of service at the rate of two and one twelfth ($2\frac{1}{12}$) days for each month of service; and
 - (iv) each year after three hundred (300) months of service at the rate of two and one-half ($2\frac{1}{2}$) days for each month of service.
- * (b) Existing employees as of the date of signing of this Collective Agreement in the HSA, HSB, or HSN bargaining units shall be entitled to receive annual vacation leave with pay:
- (i) each year during his/her first forty-eight (48) months of service at the rate of one and one quarter ($1\frac{1}{4}$) days for each month of service; and
 - (ii) each year after his/her first forty-eight (48) month of service at the rate of one and two-thirds ($1\frac{2}{3}$) days for each month of service; and
 - (iii) as in 18.01 (a) (iii) and (a) (iv).

18.02 Vacation Year

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

18.03 Authorization

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

18.04 Vacation Scheduling

- * (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Deputy Head or delegated official in writing of his/her vacation preference as soon as possible for the following vacation year but before February 15th in each year. The Deputy Head will respond in writing by March 15th indicating whether or not the employee's vacation request is authorized.
- (b) Preference of vacation schedule shall be given to those employees with greater length of service as defined in Article 1.02; however, those employees must be

transferred into the work unit for six (6) months before they can use length of service to provide priority for selection of vacations.

- * (c) Where occupational requirements necessitate a decision by the Deputy Head to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of service.
- * (d) The Deputy Head shall post the approved vacation schedule no later than March 15th.
- * (e) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees on a work unit by length of service.
- * (f) By mutual agreement between the Deputy Head and employee, vacation days may be granted at times other than scheduled in accordance with this Article. When more than one employee wishes to take vacation under this paragraph, such vacation shall be offered to employees on a work unit by length of service.

18.05 Employee Request

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

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

18.06 Unbroken Vacation

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

18.07 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Head or the Deputy Head, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Deputy Head not later than January 31st of the year in which the vacation is earned, provided however that the Deputy may accept a shorter period of notice of the request. The Deputy Head shall respond in writing within one (1) calendar month of receiving an employee's request.

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

18.08 Accumulative Vacation Carry Over

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

18.09 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 18.08 shall be used within five (5) years subsequent to the date on which it was approved, and shall lapse if not used within that period unless the Deputy Head recommends that the time be extended and the recommendation is approved by the Employer.

18.10 Borrowing of Unearned Vacation Credits

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

18.11 Employee Compensation Upon Separation

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

18.12 Employer Compensation Upon Separation

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

18.13 Vacation Credits Upon Death

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

*18.14 Vacation Records

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

18.15 Recall from Vacation

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

18.16 Reimbursement of Expenses upon Recall

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

- (a) in proceeding to her/his 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.

18.17 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 18.15 and 18.16, shall either be added to the vacation period, if requested by the employee and approved by the Deputy Head, or reinstated for use at a later date.

*18.18 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 her/his vacation credit restored to the extent of the sick leave.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

The holidays for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Sunday (HSN bargaining unit only)
- (d) Easter Monday (All Others)
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day

- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (m) one-half ($\frac{1}{2}$) day on Christmas Eve Day beginning at 12:00 noon
- (n) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

19.02 Exception

Article 19.01 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.

19.03 Holiday Falling on a Day of Rest

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

- (1) the working day immediately following her day of rest; or
- (2) the day following the employee's annual vacation; or
- (3) another mutually acceptable day between the Employer and the employee.

19.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 19.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

19.05 Compensation for Work on a Holiday

Where an employee is regularly scheduled to work and his regularly scheduled day of work falls on a paid holiday, as defined in Article 19.01, he shall receive compensation equal to two and one-half ($2\frac{1}{2}$) times her regular rate as follows:

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

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 19.05(b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

19.06 Overtime on a Holiday (CL, MOS, SE, TE)

When an employee is required to work overtime on a paid holiday, as defined in Article 19.01, she will receive compensation equal to three (3) times her regular rate as follows:

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

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 19.06 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

19.07 Time off In Lieu of Holiday (CL, MOS, SE, TE)

In no case shall the total time off in lieu of the holiday referred to in 19.05(b), and 19.06(b) above exceed the equivalent of one (1) complete shift.

19.08 Overtime on a Holiday (HSA, HSN)

An employee is entitled to double time (2T) compensation for overtime worked on a paid holiday, as defined in Article 19.01, calculated in accordance with the provisions of Article 16.01, based on the employee's regular bi weekly rate of pay in effect for the regular shift prior to the period in which the overtime is worked.

19.09 Overtime on a Holiday (HSB)

An employee who is required to work overtime on a paid holiday, as defined in Article 19.01, shall receive compensation at the rate of double time (2T) for all hours worked.

19.10 Christmas or New Year's Day Off (HSA, HSN)

Each employee shall receive either Christmas or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

ARTICLE 20 – SPECIAL LEAVE

20.01 Special Leave

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

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

20.02 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-parents, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, step child, ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

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

- (b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- * (c) Every employee shall be entitled to one (1) day leave per annum without pay for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee.
- (d) The above entitlement is subject to the proviso that proper notification is made by the employee to his Deputy Head or delegated official.
- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to her/his vacation or sick leave credits.

20.03 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.

*Where an employee notifies the Employer in advance, where possible, that he is required to serve pursuant to Article 20.03(b), as a result of the functions he fulfills on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked. Compensation shall be in the form of time off with pay on an hour for hour basis to be taken at a time mutually acceptable between the Employer and the employee.

20.04 Jury Compensation

Any employee given leave of absence with pay to serve on a jury pursuant to Article 20.03(a), shall have deducted from her/his salary an amount equal to the amount that the employee receives for such jury duty.

20.05 Examination Leave

When an employee participates in a personnel selection process for a position in the Civil Service or for promotion, he shall be granted leave of absence with pay for the period during which the employee's presence is required for purposes of the selection or promotion process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. Such leave of absence shall not be considered to be "on the Employer's business", for purposes of expenses incurred under Article 29. Such leave of absence shall be requested by the employee of his supervisor as soon as possible after the requirement of his presence is known.

*20.06 Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning spouse, son, daughter, or parent, for whose needs no one except the employee can provide, the employee may be granted, after notifying his Deputy Head or delegated official, leave with pay up to a maximum of five (5) days per annum. This leave is for the employee to provide for the temporary care of the employee's immediate family and for reasonable time to make alternate care arrangements. The Deputy Head may require proof of the need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

*20.07 Pregnancy Leave

- (a) After completion of twelve (12) months continuous employment, an employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.

- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer through the Deputy Head a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request and the employee shall then provide, a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 20.07 (d).
- (f) A pregnant employee shall provide the Employer with at least four (4) weeks written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates she will take the maximum leave to which the employee is entitled.
- (g) The notice referred to in Article 20.07 (f) may be amended by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) Where notice as required under Article 20.07 (g) is not possible, the employee shall give the Employer through the Deputy Head as much notice as reasonably practicable of:
 - (i) the date the employee will begin the pregnancy leave where she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (ii) the delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee who has been employed for more than twelve (12) continuous months because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 20.07 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

- (j) Where an employee reports for work upon the expiration of the period referred to in Article 20.07, the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (l) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 20.07.
- (m) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 20.07 may be granted in accordance with the provisions of Article 22.

***20.08 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 (EI) benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- (b) In respect to the period of pregnancy leave, payment made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI 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 EI benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the employee is entitled for her classification on the day 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 (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

*20.09 Parental Leave

(a) *Parental Leave*

An employee who has completed twelve (12) months continuous employment and who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Employer through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice in accordance with the provisions of Article 20.07 (g) or (h).

(b) *Parental Leave following Pregnancy Leave*

For an employee who has taken pregnancy leave pursuant to Article 20.07 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, Parental Leave:

- (i) shall begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
- (ii) shall end not later than seventeen (17) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 20.07.

(c) *Parental Leave other than in Article 20.09 (b)*

For an employee other than one to whom Article 20.09 (b) applies, Parental Leave:

- (i) shall begin on a date coinciding with or after the birth of the child or children; and
- (ii) shall end not later than seventeen (17) weeks after the Parental Leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
- (d) The Employer may require an employee who takes Parental Leave pursuant to Article 20.09 (c) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 20.09 (b) or (c), the employee shall resume work in the same position she/he held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- (f) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
- (g) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave, and his/her service and seniority shall be deemed to be continuous. However, service accumulated during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Parental Leave granted under Article 20.09.
- (h) Where an employee has commenced the Parental Leave pursuant to this Article and the child to whom the Parental Leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Deputy Head at least two (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

*20.10 Adoption Leave

- (a) An employee who has completed twelve (12) months continuous employment and who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed six (6) months upon giving the Employer, through the Deputy

Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.

- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 20.10 (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.
- (c) The Adoption Leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home, and
 - (ii) shall end not later than six (6) months from the date the Adoption Leave began.
- (d) If both adoptive parents are eligible for Adoption Leave under a Civil Service collective agreement between the Union and the Employer, the provisions of Article 20.10 shall only be available to one of those employees.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 20.10 (c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- (f) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- (g) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Adoption Leave granted under Article 20.10.

*20.11 Adoption Leave Allowance

- (a) An employee entitled to Adoption Leave under the provision of this Agreement, who provides the Employer with proof that he/she has applied for and is eligible

to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.

- (b) In respect to the period of Adoption Leave, payments made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly EI benefits the employee is eligible to receive and ninety-three percent (93%) of his/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 EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for his/her classification on the day immediately preceding the commencement of the 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 (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount he/she is required to remit to Human Resources Development Canada where his/her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

*20.12 Leave for Birth of Child/or Adoption

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

An employee shall be granted one (1) day special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents

are eligible for such leave under this agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) day.

*20.13 Leave for Emergency

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

20.14 Leave for Medical and Dental Appointments

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

20.15 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
 - (iv) Notwithstanding 20.15(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 20.15(a)(i), (ii) or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate supervisor that every reasonable effort has been made by the employee to arrive at his/her work station at the scheduled time.
- * (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 20.15 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 20.15 (b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.

- (c) No discrimination is to be practised in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

20.16 Leave of Absence for Public Office

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

*20.17 Military Leave

Military leave shall be as provided for in Section 80, General Regulations made pursuant to the *Civil Service Act*.

*20.18 Prepaid Leave

(a) *Purpose*

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

(b) *Terms of Reference*

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) 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.
- (iii) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.

(c) *Eligibility*

Any permanent employee is eligible to participate in the Plan.

(d) *Application*

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

(e) *Leave*

- * (i) The period of leave will be a period from six (6) months up to one (1) year.
- (ii) 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.
- (iii) After the leave, the employee is required to return to regular employment with the 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.

(f) *Payment Formula and Leave of Absence*

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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer.
- (v) 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.
- (vi) The employee may arrange for any length of deferral period in accordance with the provisions set out under (f)(v).

(g) *Benefits*

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Superannuation deductions shall be continued during the period of leave. The period of leave shall be a period of pensionable service and service.
- (v) Superannuation deductions shall be made on the salary the employee would have received had he/she not entered the Plan or gone on leave.
- (vi) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.

(h) *Withdrawal*

- (i) 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.
- (ii) 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.
- (iii) An employee who is laid off during the deferral period will be required to withdraw from the Plan.
- (iv) 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.

(i) *Written Contract*

- (i) 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.
- (ii) 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.

20.19 Education Leave

- (a) The Employer agrees to be consistent in its application and administration of the Education Leave Policy pursuant to Manual 500 Human Resource Management.
- (b) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.

ARTICLE 21 – GROUP INSURANCE

The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended by mutual consent. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

ARTICLE 22 – SICK LEAVE

22.01 General Illness Leave Benefit

- (a) An employee who is unable to perform her/his duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have her/his maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she/he will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

*22.02 Short-Term Illness Leave Benefit

- (a) An employee who is unable to perform her/his duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - (1) for employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;

- (2) for employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;
 - (3) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (1/2) day sick leave bank deduction per day of top up.
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 22.02(a) applicable during the year in which the short-term illness commenced.

*22.03 Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury, will be considered to be within the original short-term leave period as defined in Article 22.02(a).
- (b) An employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (c) An employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article 22.02.
- (d) The provisions of Article 22.03(b) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short term leave period as defined in Article 22.02 (a). Trial periods shall be as determined by the Joint Rehabilitation Committee, but in no case shall the trial period exceed three (3) months.

22.04 Benefits Not Paid During Certain Periods

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

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 14 of the Agreement or in the case of circumstances covered under Article 22.05.

22.05 Benefits/Layoff

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, he/she shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work he/she shall be covered by the provisions of Article 34.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 22 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 22.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

*22.06 Long-Term Disability

The Employer and the Union shall continue to participate in the provision of a Long Term Disability plan as exists on the coming into force of this Agreement. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan set out in Appendix 9. Exclusive jurisdiction with respect to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund. The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties in accordance with the provisions of the Collective Agreement.

22.07 Deemed Salary

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

22.08 Proof of Illness

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

22.09 Sick Leave Application

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

22.10 Workers' Compensation

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

22.11 Unearned Credits Upon Death

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

22.12 Sick Leave Records

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

22.13 Deputy Head Approval

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

22.14 Alcoholism and Drug Abuse

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

22.15 Alternate Medical Practitioner

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

ARTICLE 23 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

***23.01 Employee Performance Review**

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of forty-eight (48) hours to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

23.02 Notice of Performance Improvement Requirements

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

23.03 Record of Disciplinary Action

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- * (b) Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

***23.04 Employee Access to Personnel File**

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

ARTICLE 24 – DISCIPLINE AND DISCHARGE

24.01 Just Cause

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

24.02 Notification

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

- (b) The Employer or Deputy Head will notify the Union when an employee is suspended or discharged.

24.03 Grievances

Where an employee alleges that he has been suspended or discharged in violation of Article 24.01, he may within ten (10) days of the date on which he was notified in writing or within twenty (20) days of the date of his suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Adjudication contained in the *Civil Service Collective Bargaining Act*, and for the purpose of a grievance, alleging violation of Article 24.01 he shall lodge his grievance at the final level of the grievance procedure.

24.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 24.01, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following the reinstatement.

ARTICLE 25 – NOTICE OF RESIGNATION

25.01 Notice of Resignation

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

25.02 Failure to Give Notice

An employee who fails to give notice required by Article 25.01, shall be struck from the payroll effective the day he absents himself without leave, and shall have deducted from monies owed him by the Employer, a sum equivalent to the salary payable to him for the period of notice which he failed to work.

25.03 Absence Without Permission

- (a) An employee who is absent from her/his employment without permission for ten (10) consecutive days, shall be deemed to have resigned her/his position effective the first day of her/his absence.

- (b) The employee may be reinstated if he establishes to the satisfaction of the Employer, that her/his absence arose from a cause beyond her/his control and it was not possible for the employee to notify the Department of the reason for her/his absence.

*25.04 Withdrawal of Resignation

An employee who has terminated her employment through resignation, may withdraw her resignation within two (2) working days of the time it has been acknowledged by the Deputy Head or delegated official pursuant to Article 25.01.

ARTICLE 26 – GRIEVANCE PROCEDURE

26.01 Grievances

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

26.02 Union Approval

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

26.03 Grievance Procedure

The following grievance procedure shall apply:

Step 1

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 the grievance in writing to the Employer’s designate at Step 1 of

the grievance procedure. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

Step 3

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Deputy Head of the Department concerned accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The Deputy Head shall reply to the grievance in writing within fifteen (15) days from the date the grievance was presented to him.

26.04 Decision by Deputy Head

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

***26.05 Union Referral to Adjudication**

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to adjudication under Article 27.

26.06 Union Representation

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

26.07 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 27 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

26.08 Amending of Time Limits

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

*26.09 Policy Grievance

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

26.10 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and a matter for grievance and adjudication. Such grievances may be filed by the aggrieved employee and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 27 – ADJUDICATION

27.01 Adjudication

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

*27.02 Adjudication Award

The parties agree to enforce the provisions of Section 35(6) of the *Civil Service Collective Bargaining Act*.

ARTICLE 28 – JOINT CONSULTATION

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

ARTICLE 29 – TRAVEL REGULATIONS

29.01 Mileage Allowance

An employee who is authorized to use a privately owned automobile on the Employer's

business shall be paid a mileage allowance in accordance with the rates as laid down by Order-in-Council from time to time.

29.02 Other Expenses

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

*29.03 Transportation (CL, HSA, HSB, HSN, MOS)

An employee who is required to travel to and from work between the hours of 12:00 midnight and 6:00 a.m. shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$6.00 per shift, effective April 1, 1998.

29.04 Use of Automobile on Employer Business

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

- (5) the incidence of usage.
- (g) If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus mileage there will be no reduction in monthly allowance if the employee:
 - (1) is on vacation;
 - (2) has been granted special leave with pay for a period of thirty (30) days or less;
 - (3) has been granted sick leave for a period of thirty (30) days or less;
 - (4) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.
- (h) 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.

***ARTICLE 30 – MOVING EXPENSES**

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

ARTICLE 31 – PUBLIC SERVICE AWARD

31.01 Public Service Award

- (a) An employee who is retired because of age, or mental or physical incapacity shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty six (26) years. The amount will include a prorated payment for a partial year of service.
- (b) The amount of Public Service Award provided under Article 31.01 (a) shall be calculated by the formula:

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

31.02 Entitlement

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

31.03 Death Prior to Retirement

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

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

31.04 Trustee

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

*31.05 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of her employment or the salary used in the calculation of a pension under the *Public Service Superannuation Act*, whichever is greater.

ARTICLE 32 – PENSION

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

ARTICLE 33 – SAFETY AND HEALTH

33.01 Safety and Health Provisions

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

*33.02 Occupational Health and Safety Act

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

3.03 Joint Occupational Health and Safety Master Committee

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

33.04 First-Aid Training

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

33.05 First-Aid Kits

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

33.06 Safety Equipment

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

*33.07 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 her/his 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 fetus, 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 the medical basis on which a threat may exist. 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.

*33.08 Right to Refuse Work

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

ARTICLE 34 – EMPLOYMENT STABILITY

34.01 Consultation

- (a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a joint committee of equal representation of the Union and the Department of Human Resources, as represented by the Staff Relations Division, for the purpose of maintaining continuing cooperation and consultation on employment stability. The committee shall appoint additional representatives as required.
- (b) The joint committee shall meet as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 34.06.
- (c) The joint committee shall be responsible for:
 - (1) defining problems;
 - (2) developing viable solutions to such problems;
 - (3) recommending the proposed solution to the Employer.
- (d) The Employer will provide the joint committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, and technological change.
- (e) It is understood that the joint committee provided for herein shall be a single committee to cover all civil service bargaining units represented by the Union.

34.02 Definition

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

34.03 Introduction

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

34.04 Notice to Union

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

34.05 Retraining

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

34.06 Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position is relocated, he/she shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 34.16 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 34.16 shall apply.

34.07 Application

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

34.08 Union Consultation

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

34.09 Layoff Procedure

In cases where ability, experience, qualifications, special skills, and physical fitness, where applicable, as determined by the Employer, are equal according to objective tests or standards reflecting the functions of the job concerned, employees shall be laid off in reverse order of seniority.

34.10 Seniority Defined

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

*34.11 Seniority Information

The Employer agrees to provide the Union with seniority lists within thirty (30) days of a request to do so.

34.12 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is struck from the recall list in accordance with Article 34.18(d);
- * (d) the employee is laid off for more than eighteen (18) consecutive months without recall.

*34.13 Prior to Issuing Layoff Notice

The Employer shall not give a notice of layoff to any employee before the Employer has first attempted, in the following sequence:

- (a) in a departmental reorganization, to fill vacancies with qualified employees whose positions are eliminated as a result of the same reorganization in accordance with the placement procedures in Articles 34.16 (a) (1) and 34.16 (a) (3).
- (b) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 34.16(a) (1) and 34.16(a) (3).
- (c) where the Employer is able to identify that a layoff is expected, to provide the affected employee(s) with the opportunity to exercise deemed placement rights in accordance with Articles 34.16(a) (1) and 34.16(a) (3) with respect to bargaining unit positions where a casual is employed. An employee who is placed in such a bargaining unit position shall maintain their existing status with all associated rights and benefits under the Collective Agreement.

- (d) to complete each of the steps in the EDIP process as set out in the Memorandum of Agreement #1 between the Union and the Employer.

34.14 Notice of Layoff

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:
 - (1) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (2) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (3) sixteen (16) weeks if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this section shall include the effective date of layoff and the reasons therefor.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
 - (1) to exercise placement/displacement rights in accordance with the procedures set out in Article 34.16; or
 - (2) accept layoff and be entitled to recall in accordance with Article 34.18; or
 - (3) to resign with severance pay in accordance with Article 34.20.

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

34.15 Pay in Lieu of Notice

Where the notice required by 34.14 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

34.16 Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, who has not been placed in accordance with

Article 34.06(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:

- (1) a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location and the same Department, Board, Commission or Agency;
- (2) if a vacancy is not available under (1) above, then a position in the employee's same position classification title, or position classification title series, within the employee's same geographic location, in any other Department, Board, Commission or Agency;
- (3) if a vacancy is not available under (2) above, then any position for which the employee is qualified within the employee's same geographic location and same Department, Board, Commission or Agency;
- (4) if a vacancy is not available under (3) above, or the employee has declined a vacancy in accordance with the provisions of 34.16(b), then any position for which the employee is qualified within the employee's same geographic location in any other Department, Board, Commission or Agency.

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

- (b) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy at any step in the placement/displacement procedures under Article 34.16 shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
- (c) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with 34.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same geographic location and the same Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 34.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (d) An employee who has elected to exercise displacement rights in accordance with (c) above and has been unable to do so, shall be entitled to exercise placement rights to vacant position(s) in respect to other locations in his/her Region, as outlined in Appendix 12. Such placement rights shall be exercised in respect to any

location on a Region-wide basis, in accordance with the provisions and sequence set out in 34.16(a) and 34.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.

- (e) If a vacancy is not available under (d) above or has been declined in accordance with 34.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, within the same Region and the same Department, Board, Commission or Agency. Such displacement is subject to consideration of Article 34.09 and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
- (f) An employee who has elected to exercise displacement rights in accordance with (e) above and has been unable to do so, shall be entitled to exercise placement rights to vacant positions in respect to locations in other Regions. Such placement rights shall be exercised in respect to any location on a province wide basis, in accordance with the provisions and sequence set out in 34.16(a) and 34.16(b) and, wherein the employee is entitled to a choice of position, such entitlement shall also apply to choice of location.
- (g) If a vacancy is not available under (f) above or has been declined in accordance with 34.16(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, and the same Department, Board, Commission or Agency, in any Region. Such displacement is subject to consideration of Article 34.09 and the employee to be displaced shall be one who has the least seniority, among those whom the employee in receipt of layoff notice is entitled to displace.
- (h) An employee who chooses to exercise rights in accordance with 34.16 may elect at any step, beginning with Article 34.16(a) (1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 34.20.
- (i) A permanent employee who is placed in a term position shall retain his/her status as a permanent employee.
- * (j) An employee placed or recalled to a vacancy which has a lower maximum rate of pay than that applicable to the employee's classification, shall be paid the maximum rate of pay of the lower classification.
- (k) An employee who is displaced pursuant to Article 34.16 shall be entitled to the full rights contained in Article 34 and shall be considered to be in receipt of a layoff notice from the Employer. A displaced employee shall not be considered to be laid off for purposes of the period of notice required under 34.14, but shall be entitled only to the full number of days' notice remaining thereunder from the time the employee initially in receipt of notice exercised his/her displacement rights under this Article.

- (l) 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.

34.17 Transfer Expenses

An employee transferred pursuant to the provisions of Article 34 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 30.

34.18 Recall Procedure

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

*34.19 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than eighteen (18) consecutive months without recall.

34.20 Severance Pay

- (a) At the end of the eighteen (18) month period referred to in 34.19 or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay as follows:
- (1) one-half (1/2) months pay, if he/she has been employed for three (3) years but less than ten (10) years;
 - (2) one (1) months pay, if he/she has been employed for ten (10) years but less than fifteen (15) years;
 - (3) two (2) months pay, if he/she has been employed for fifteen (15) years but less than twenty (20) years;
 - (4) three (3) months pay, if he/she has been employed for twenty (20) years but less than twenty-five (25) years;
 - (5) four (4) months pay, if he/she has been employed for twenty-five (25) years but less than thirty (30) years;
 - (6) five (5) months pay, if he/she has been employed for thirty (30) or more years.
- (b) The amount of severance pay provided herein shall be calculated by the formula:
- $$\text{bi-weekly rate} \times \frac{26}{12} = \text{one month}$$
- (c) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.

34.21 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.

34.22 Geographic Location

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

*34.23 Contracting Out

- (a) The Employer will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for employees whose work is to be contracted out. The employer will have made reasonable efforts where the employer has:
- (1) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options within the civil service for employees whose work is to be contracted out;
 - (2) included the plans and capacity of bidders for the hiring of employees whose work is to be contracted out, and the intended salary and benefits levels, as criteria in the tendering process to be applied in the evaluation of bids;
 - (3) consulted with the union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities for employees with the contractor;
 - (4) met with the successful bidder and sought to make it a term of the contract that the contractor must:
 - (i) interview employees for available job opportunities with the contractor to perform the contracted out work;
 - (ii) where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;
 - (iii) extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and
 - (iv) where there are more qualified employees than the contractor has opportunities due to the contracted out work, extend job offers on the basis of seniority.
- (b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the contractor, the Employer can still proceed with the contracting out with the contractor.
- (c) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the Employer. Such employees, who subsequently are terminated or who resign employment with the contractor, within twelve (12) months of the commencement of their employment with the contractor shall, on application to the Employer and subject to verification of their employment status with the contractor, be placed on the recall list for a twelve (12) month period. Employees placed on the recall list pursuant to this Article shall have seniority reinstated and be otherwise treated as though there had been no employment break. For greater clarity such employees shall be eligible for a severance payment if they resign or if they are not recalled to employment during the twelve (12) month recall period. Employees whose work is contracted out and do not receive a job

offer from the contractor or who turn down a job offer will be treated in accordance with the Collective Agreement.

- (d) In the event of a devolution of bargaining unit work to an employer in the broader public sector of the Province that would be considered a sale, lease, transfer, annexation or amalgamation under the *Trade Union Act*, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the *Trade Union Act* were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance with subsection 34.23(a) (1), (3), and (4).

ARTICLE 35 – PAY PROVISIONS

35.01 Rates of Pay

The rates of pay as set out in the Appendix for each bargaining unit shall form part of this Agreement.

35.02 Rate of Pay Upon Appointment

Subject to Article 35.03, the rate of compensation of the person upon appointment to a position in the Civil Service shall be the minimum rate prescribed for the class to which he is appointed.

35.03 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 requirements for the position.

35.04 Rate of Pay Upon Promotion

Subject to Article 35.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the employee before the promotion.

35.05 Exception

The rate of compensation of an employee upon promotion to a position may be at a rate higher than that prescribed in Article 35.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

35.06 Rate of Pay Upon Demotion

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

35.07 Anniversary Date

The anniversary date of an employee shall be the first day of the month in which employment occurs if the employee reported for duty during the first five (5) working days of the month in which he was employed, or the first day of the following month if the employee reported for duty later than the fifth working day of the month. The anniversary date will only change to the first day of another month if:

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

35.08 Rate of Pay Upon Reclassification

Where an employee is recommended for a reclassification which falls on his anniversary date the employee's salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and an increment is available in his present pay range, and on the same date his salary shall be adjusted upward to comply with the provisions of Articles 35.04 and 35.05.

35.09 Salary Increments

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of twelve (12) months following the first day of the month established in Article 35.07 or twelve (12) months following the date of a change in his rate of compensation as established in Articles 35.04, 35.05, or 35.06.

35.10 Notice of Withheld Increment

When an increase provided for in Article 35.09 is withheld, the reason for withholding shall be given to the employee in writing by the Deputy Head or delegated official.

35.11 Granting of Withheld Increment

When an increase provided for in Article 35.09 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

35.12 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, equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) Acting pay shall not be paid to an employee where the employee's current position normally requires periodic substitution in the higher position, as defined by the position specification title, and salary range.
- (c) Acting pay provisions shall not apply in series classifications of positions.
- (d) Acting pay provisions do not preclude the right of the Deputy Head to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

35.13 Implementation of Negotiated Increases

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

*35.14 Shift Premium

Effective April 1, 1998, an employee shall receive a shift premium of three dollars and fifty cents (\$3.50) per shift, for all complete shifts worked, including overtime shifts worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

Notwithstanding the foregoing provisions, an employee working a twelve (12) hour shift shall receive a shift premium of five dollars and twenty-five cents (\$5.25) for all complete twelve (12) hour shifts worked, including overtime shifts worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

ARTICLE 36 – INJURY ON DUTY

36.01 Reporting of Injuries

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

*36.02 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 duties, the Employer shall grant to the employee injury on duty leave with pay at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to top-up injury on duty pay to eighty-five percent (85%) of net average earnings, as provided for in Section 49 of the *Workers' Compensation Act*.

36.03 Record of Injury

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

36.04 Recurring Disability

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Employer will receive benefits in accordance with the provisions of the Workers' Compensation Board.

36.05 Alternate Medical Practitioner

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

ARTICLE 37 – PART-TIME EMPLOYEES

*37.01 Part-Time Employees

- (a) Part-time employees employed on a regular basis in position titles and classifications included in the bargaining unit who work not less than 40% of the full-time hours will be covered by the collective agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties.
- (b) For the purposes of earning entitlement to a benefit (eg. vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.
- (c) Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.
- (d) Paid sick leave benefits will be pro-rated on the basis of 12 days per annum and accumulate to a maximum of 150 days.

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

37.02 Service

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

37.03 Overtime

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

37.04 Group Insurance

- (a) Part-time employees will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time employees, exclusive of dental care coverage. The Employer will pay 65% of the total premium cost for such health care coverage.
- (b) Part-time employees will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. An employee scheduled to work 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.

37.05 Superannuation

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

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

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

*37.06 Long Term Disability

Subject to approval by the Board of Trustees of the Long Term Disability Plan to extend LTD coverage to part time employees, the parties agree to include part-time employees.

ARTICLE 38 – JOB SHARING

38.01 Existing Employees Only

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

38.02 Operational Requirements

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

*38.03 Qualifications

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

38.04 Identification of Job Share

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

requesting approval to implement a job sharing arrangement will submit the appropriate application form to the immediate superior of the position to be job shared.

*38.05 Period of Job Share

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

38.06 Work Schedule Requirements

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

38.07 Service

Employees will be credited with one-half ($\frac{1}{2}$) 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.

38.08 Regular Work Hours

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job-sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside her/his scheduled hours of work will be compensated as overtime in accordance with Article 16 of the Agreement, with the employee's bi-weekly rate being determined on the basis as if she/he were working the normal full-time hours.

38.09 Pro-Ration of Benefits

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

(a) *Holidays*

Each employee will be entitled to one-half ($\frac{1}{2}$) the paid holidays provided for under Article 19 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 percentage of the full-time salary level.

(d) *Long Term Disability*

During the job sharing period, Employer and employee contributions to the LTD Fund will continue to be based upon the employee's normal pre-job share salary. For the purposes of determining an employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the employee's approved application, the amount of coverage will be based upon the normal full-time salary the employee would be entitled to receive in the position she/he held prior to entering the job-sharing arrangement.

(e) *Other Paid Leaves*

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

(f) *Group Life Assurance*

Cost sharing of premiums and benefit entitlement will be based on one-half the employee's normal full-time salary.

(g) *Monthly Allowances/Premiums*

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

38.10 Pension

Pursuant to Article 32 of the Agreement, employees shall continue to be covered by the provisions of the *Public Service Superannuation Act*. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article 38.07 and her/his pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

38.11 Termination

In the event one of the participants leaves the job-shared position (e.g. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job-sharing arrangement will terminate and the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

38.12 Notice

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

38.13 Extension

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

38.14 Filling of Vacancy

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

38.15 Costs

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

ARTICLE 39 – AMENDMENT

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

ARTICLE 40 – CLASSIFICATION AND RECLASSIFICATION

40.01 Classification and Salary Adjustments

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

40.02 Classification Appeal Procedure

An employee shall have the right to appeal the classification of the position he/she occupies. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 26 of the Agreement. The provisions of Articles 14.06 and 14.07 shall apply in respect to the appeal procedures set out in this Article.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she will discuss the classification with his/her immediate supervisor.
- (b) The Deputy Head or delegated official shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Deputy Head of his/her Department. The Deputy Head shall respond in writing to the employee within fifteen (15) days of the receipt of such appeal.
- (d) If there remains a dispute respecting the classification, the employee may submit the appeal to the Department of Human Resources. Within sixty (60) days of the date of the submission, the Department of Human Resources shall review the appeal and respond in writing with an explanation of its decision.
- (e) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal Tribunal who shall make a final and binding decision in accordance with the procedures set out in this Article.
- (f) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.
- (g) The time limits referred to in this Article will only apply to disputes arising subsequent to the date of signing of this Agreement, and may be extended by mutual agreement.
- (h) The effective date of any resulting upward revision in classification shall be the first day of the bi weekly period immediately following the date of receipt by the Deputy Head of the employee's written appeal submitted pursuant to 40.02(c).

40.03 Classification Appeal Tribunal

- (a) A Classification Appeal Tribunal shall be established to make final and binding decision on a dispute concerning the classification of the position an employee occupies.

- (b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Department of Human Resources, and one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the Civil Service Employee Relations Board.
- (c) The members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office he/she may be re-appointed for a term not exceeding five (5) years. The re-appointment of a member or the appointment of his/her successor shall be in accordance with the provisions set out in 40.03(b) above.
- (d) Notwithstanding the provisions of 40.03(c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of 40.03(b).
- (e) The members of the Tribunal shall be paid remuneration as may be fixed by the Governor in Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.
- (f) The Tribunal shall, within thirty (30) days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- (g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.
- (h) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the *Arbitration Act*.
- (i) The Tribunal shall not:
 - (1) alter any position descriptions and/or classification standards determined by the Employer;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;

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

*40.04 Stand Alone Review

The parties commit to their best efforts to complete the stand alone classification review for the HSB, PR, and TE Bargaining Units within six (6) months of the signing of this Collective Agreement.

*40.05 Classification Review

- (a) Upon completion of the stand alone review in Article 40.04 the parties agree to their best efforts to complete a classification review, within eighteen (18) months, of all bargaining unit classifications in the Civil Service. This shall involve, but not be limited to, the selection of a new classification system and appeal mechanism.
- (b) The parties further agree that the existing appeal mechanism will continue throughout the review period but will expire upon implementation of the new classification system.
- (c) Those employed in bargaining unit positions effective the signing date of this collective agreement and who remain employees effective the date of implementation of a new classification system will not incur a salary reduction as a result of the implementation of the new classification system.

In such circumstances the new classification system will be in effect, the employees who would otherwise incur a salary reduction, shall be granted PIO (present incumbent only) status and may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system.

ARTICLE 41 – TERM OF AGREEMENT

*41.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from November 1, 1997 to March 31, 2000 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

*41.02 Effective Date of Agreement

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

*41.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between November 1, 1997 and the signing date of this Agreement, shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that she/he has sixty (60) calendar days in which to claim any retroactive payment.

Signed on behalf of the Union:

David Peters, President
Nova Scotia Government Employees Union

Barbara Larade, Chairperson
CL Bargaining Unit Negotiating Council

Don Goss, Vice Chairperson
CL Bargaining Unit Negotiating Council

Arlene Michaud, Chairperson
HSA Bargaining Unit Negotiating Council

Karen Peters-Newell, Vice Chairperson
HSA Bargaining Unit Negotiating Council

Linda Sirota, Chairperson
HSN Bargaining Unit Negotiating Council

Darla MacPherson, Vice Chairperson
HSN Bargaining Unit Negotiating Council

James Kaiser, Chairperson
MOS Bargaining Unit Negotiating Council

Lawrence Elliott, Vice Chairperson
MOS Bargaining Unit Negotiating Council

Marvin Turner, Chairperson
PR Bargaining Unit Negotiating Council

M.D. MacKenzie, Vice Chairperson
PR Bargaining Unit Negotiating Council

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Charlotte Martin, Vice Chairperson
SE Bargaining Unit Negotiating Council

Terry Chisholm, Chairperson
TE Bargaining Unit Negotiating Council

Eric LeFort, Vice Chairperson
TE Bargaining Unit Negotiating Council

Dane Percy, Director, Negotiations and Servicing
Nova Scotia Government Employees Union

William McMullin, Negotiator
Nova Scotia Government Employees Union

Signed on behalf of the Employer:

Wayne Gaudet, Minister
Department of Human Resources

Mildred M. Royer, Deputy Minister
Department of Human Resources

William Lahey, Director, Corporate Services
Department of Human Resources

Don Nelson, Manager, Staff Relations
Department of Human Resources

Paula M. Wedge, Staff Relations Consultant
Department of Human Resources

***MEMORANDUM OF AGREEMENT #1
EARLY DEPARTMENT INCENTIVE PLAN (EDIP)**

The parties agree that an Early Departure Incentive Plan (EDIP) as set out in this Memorandum of Agreement shall have effect from May 1, 1998 until March 31, 2000.

This agreement applies to all civil service bargaining units with the exception of EDC.

Nothing in this Memorandum of Agreement shall have any effect after March 31, 2000, except for the implementation of payments or entitlements established under this agreement prior to March 31, 2000.

1. EDIP Procedure

- # a) Subject to authorization by the Department of Human Resources, an EDIP severance payment in return for a voluntary resignation shall be offered to employees who would otherwise be issued layoff notices, prior to the issuance of the layoff notice pursuant to the provisions of the collective agreement.
- b) If an employee eligible for an EDIP severance payment does not accept such payment, it shall be offered to other permanent bargaining unit employees in the same classification, same department and same geographic location as the employee who was offered the initial severance payment. Where an EDIP offer to other permanent bargaining unit employees in the same classification, same department and same geographic location results in more volunteers than are required to meet the need, the decision as to who receives an EDIP severance payment will be determined on the basis of seniority. Acceptance of an alternate employee for an EDIP severance payment is conditional on the Employer being satisfied that the surplus employee is qualified to perform the duties of the position to be vacated by the alternate employee and will be subject to operational considerations. A surplus employee who declines a reassignment opportunity as provided for herein shall be issued a layoff notice in accordance with the collective agreement and shall not be eligible for further EDIP severance payment consideration or reassignment opportunity.
- c) Employees who receive EDIP severance payment offers in accordance with paragraphs (a) or (b) above shall have 72 hours following receipt of the offer to indicate to the Employer on the prescribed form their interest in accepting the EDIP severance payment.
- d) The Employer shall advise employees who express interest in accepting the EDIP severance payment of the requirement for mandatory financial counselling prior to accepting payment from the Employer in respect of the resignation/severance packages under the EDIP Memorandum.

- e) Employees shall, within seven (7) days following the mandatory financial counselling, indicate to the Employer in writing their decision to accept voluntary resignation in return for an EDIP severance payment. The actual date of resignation will be determined with the agreement of the Deputy Head of the department. An employee who resigns with an EDIP payment shall waive entitlement to the severance payment pursuant to the current Layoff and Recall provisions of the collective agreement. Such waiver shall be indicated through the Release Form as described below.
- f) If surplus employees remain following (a) through (e), such employees shall be issued layoff notices in accordance with the provisions of the collective agreement.
- g) Positions to which employees are reassigned pursuant to this Memorandum are not considered “vacancies” and filling them in the manner described herein is not a violation of any provision of the collective agreement. Nothing in this Memorandum limits the effect of the collective agreement provisions for the filling of vacancies other than those positions vacated by EDIP resignation to which employees are reassigned pursuant to this Memorandum.

2. EDIP Severance Payment

The amount of the EDIP severance payment shall be equivalent to four (4) weeks pay for each year of service to a maximum payment of fifty-two (52) weeks pay and for a minimum payment of eight (8) weeks pay. Where there is a partial year of service, the EDIP payment will be prorated on the basis of the number of months of service.

3. EDIP Benefits

a) *Financial Counselling*

- (1) The Employer will arrange financial counselling for employees who express interest in accepting an EDIP severance payment. This counselling will be arranged as soon as reasonably possible. The cost of the financial counselling shall be borne by the Employer, payable to an approved service provider. Matters pertaining to financial counselling may be discussed through the Joint Consultation Forum.
- (2) An employee who has completed financial counselling will be deemed to have rejected the EDIP severance payment offer if no written confirmation of his/her decision to accept the EDIP severance payment is received by the Employer within seven (7) days following the mandatory financial counselling session.

b) *Continuation of Benefits*

Employees in receipt of an EDIP severance payment shall be permitted to continue their participation in the Group Life Assurance and the Consolidated Health and Dental plans for the length of the EDIP payment period. The Employer shall pay the full cost of the contributions for the period.

c) *Re-employment Considerations*

It is intended that EDIP participants not be re-employed during their EDIP payment period. An employee in receipt of an EDIP payment who is re-employed in the Nova Scotia Civil Service will be required to repay an amount equal to the remaining portion of the EDIP payment period. The repayment may be achieved through a payroll deduction plan that provides for full recovery over a period that is no more than twice the length of the remaining EDIP payment period or through a lump sum repayment.

The employee has the right to determine the method of repayment.

d) *Notice to Employment Insurance*

The Employee shall notify Human Resources Development Canada (EI) of the EDIP severance payment as soon as possible following the date of severance/resignation.

e) *Release Form*

Employees accepting an EDIP severance payment will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation from the Employer or obligation by the Union for further services, except as provided in this Memorandum.

f) *Casual Shifts*

It shall only be for extraordinary operational needs that the Employer will utilize on a casual basis an employee who has resigned with an EDIP severance payment under this Memorandum during the period covered by the applicable notice payment period.

(g) *Severance Payment Method*

It is understood that the method of payment of the severance shall be determined by the employee, provided that the total amount of payment is fully paid within the applicable EDIP payment period (not greater than 52 weeks).

h) *Transition Services*

i) Purpose

Employees who resign with EDIP severance shall be provided with direct access to assistance in adjusting to their resignation and assistance in finding alternate employment. There shall be no charge to the employees for access-

ing these transition services. The development of the Program details, service delivery plans and related matters will be done in consultation with the Union.

ii) Scope of Services

The Program will provide assistance in the areas of resume writing, job search skills, personal skills assessment and assistance in linking to the Canada Employment Centre services. Other services as determined necessary may be provided.

The Employer will ensure transition services are made available throughout the province at no cost to employees, with the specific services and manner of providing the services determined on the basis of the local need.

iii) Staffing

The Employer will commit the resources necessary to deliver the transition services, which will be determined in consultation with the Union and may include:

- (a) staff of the Department of Human Resources
- (b) other resources within the Civil Service
- (c) external resources (consultants, Human Resources Development Canada, etc.)

Wherever possible, public service and community resources will be utilized. However, it is recognized that time constraints and other practical considerations may make it necessary to contract with external consultants to provide some of the transition services required.

iv) Transition Services Coordinator

The Employer will designate a Department of Human Resources staff person as the Transition Services Coordinator.

i) *Employee Assistance Program*

The current Employee Assistance Program (EAP) will remain in effect for all employees, as presently provided by the Employer.

The services of the EAP program will continue to be available to employees who receive an EDIP payment and their immediate dependent family for the duration of the employee's EDIP payment period. This service will cease to be available upon re-employment with a new employer.

j) *Relocation Assistance*

i) Program overview

The assistance available for relocation is applied in conjunction with any claim for Retraining Allowance. The total amount available during the

twenty-four (24) months following the date of resignation shall be five thousand dollars (\$5000.00) inclusive of amounts paid for Retraining Allowance.

ii) Reimbursement

Relocation expenses are reimbursed on a receipt basis. That is, employees will be required to first pay expenses and subsequently reclaim their eligible costs upon providing a receipt to their previous employer. In the event relocation expenses are provided by a new employer, the employee will not be entitled to receive monies under 3(j) which would result in the employee receiving reimbursement over and above the actual expenses incurred.

iii) Permissible expenses

Actual and reasonable expenses such as rental of moving vans and U-Haul vehicles are permissible. Fees to moving firms should be determined on the basis of best quote from three moving firms.

iv) Alternate employment

The claim will be payable only where the employee can verify their relocation is in conjunction with accepting employment in another area that is a minimum of 50 kilometres from their present residence. The position to be occupied, the new employer, and any relocation monies paid by the new employer must be made known in writing to support the claim.

v) Eligibility

This benefit is only available to employees who have resigned under EDIP.

iv) Claims Submission

The employee will submit to the Human Resource unit of the last Department of employment a written record of all claims/receipts to be paid under this Program.

k) *Retraining Allowance*

i) Program overview

Retraining Allowance is available to employees up to a maximum of five thousand dollars (\$5000.00), inclusive of amounts paid for Relocation Assistance during the twenty-four (24) month period following the date of the resignation.

ii) Purpose

The purpose of the Retraining Allowance is to support the costs of tuition fees for participation in programs at Nova Scotia educational institutions and will include the costs of approved specialized training programs.

iii) Permissible expenses

Tuition fees to institutions outside of Nova Scotia may be payable and will be considered on a case-by-case basis. The discretion for this payment shall rest with the Employer.

In addition to tuition fees recoverable, the costs of books in support of the training program will also be recoverable.

Where EDIP participants have an opportunity for re-employment within the Nova Scotia Civil Service and where this re-employment is contingent upon on-the-job training and orientation costs, such costs may be recoverable from this Retraining Allowance. This will require approval from the Employer prior to the employee engaging in the training or orientation programming.

iv) Eligibility

This benefit is only available to employees who have resigned under EDIP.

v) Claims Submission

The employee will submit to the Human Resource unit of the last Department of employment a record of all retraining expenses to be paid under this Program. Such record will include the nature of the program of training.

Signed on behalf of the Union:

David Peters, President
Nova Scotia Government Employees Union

Barbara Larade, Chairperson
CL Bargaining Unit Negotiating Council

Don Goss, Vice Chairperson
CL Bargaining Unit Negotiating Council

Arlene Michaud, Chairperson
HSA Bargaining Unit Negotiating Council

Karen Peters-Newell, Vice Chairperson
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Linda Sirota, Chairperson
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Signed on behalf of the Employer:

Wayne Gaudet, Minister
Department of Human Resources

Mildred M. Royer, Deputy Minister
Department of Human Resources

William Lahey, Director, Corporate Services
Department of Human Resources

Don Nelson, Manager, Staff Relations
Department of Human Resources

Paula M. Wedge, Staff Relations Consultant
Department of Human Resources

APPENDIX 1 – CLERICAL AND RELATED CLASSIFICATION AND PAY PLAN (CL)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to employees of the Clerical and Related (CL) bargaining unit.

ARTICLE C1 – HOURS OF WORK

C1.01 Hours of Work

When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees on a weekly basis, work thirty-five (35) hours, exclusive of meal break.

C1.02 Rotating and Irregular Hours

When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees on a fortnightly basis, work an average of seventy (70) hours exclusive of meal break.

C1.03 Shift Changeover

Every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift and to avoid excessive fluctuations in hours of work.

C1.04 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article C1.06.

C1.05 New Shifts

The Employer agrees that, before new shifts are introduced, the change will be discussed with the employees who will be affected.

C1.06 Exchange of Shifts

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

C1.07 No Guarantee of Hours

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

C1.08 Meal Breaks

Meal breaks shall not be less than thirty (30) minutes in a shift for employees whose work schedules are provided for in Articles C1.01 and C1.02.

C1.09 Work Schedules

- (a) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (b) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3) and will ensure one (1) weekend in four (4).

C1.10 Rest Periods

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

ARTICLE C2 – PAY

C2.01 Pay

Employees in the Clerical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

C2.02 Salary Increments

The Employer, on the recommendation of the Head of the Department, may grant an increment for meritorious service after an employee has served for a period of at least six (6) months following the first day of the month established in Article 35.07, provided the rate of compensation including the increment does not exceed the amount of the bi-weekly rate of CL 2(4) on the scale of rates as shown in Appendix 1.

*CLERICAL CLASSIFICATIONS - CL			PAY GRADE		
Clerk	1	(A)	CL	5	
		(B)	CL	9	
	2		CL	13	
		3		CL	18
		4		CL	22
Clerk Typist	1	(A)	CL	3	
		(B)	CL	5	
		(C)	CL	9	
	2		CL	9	
Court Reporter	1	(A)	CL	18	
		(B)	CL	21	
		(C)	CL	24	
Data Processing Clerk	1	(A)	CL	3	
		(B)	CL	7	
		(C)	CL	11	
	2		CL	15	
		3		CL	22
Equipment Operator	1	(A)	CL	4	
		(B)	CL	6	
		(C)	CL	10	
	2		CL	13	
		3		CL	16
Secretary	1		CL	14	
	2		CL	18	
	3		CL	22	
Stenographer	1	(A)	CL	6	
		(B)	CL	11	
	2		CL	14	
Word Processing Operator	1		CL	13	
	2		CL	17	
	3		CL	20	

Schedule "A"

***CLERICAL PAY PLAN - BI-WEEKLY RATES
EFFECTIVE FROM NOVEMBER 1, 1997–MARCH 31, 2000**

	I	II	III	IV	V
CL 2					
Nov. 1/97	703.57	719.89	736.28	752.58	
Nov. 1/98	716.94	733.57	750.27	766.88	
Apr.1/99	732.71	749.71	766.78	783.75	
CL 3					
Nov. 1/97	703.57	719.89	736.28	752.58	768.98
Nov. 1/98	716.94	733.57	750.27	766.88	783.59
Apr.1/99	732.71	749.71	766.78	783.75	800.83
CL 4					
Nov. 1/97	719.89	736.28	752.58	768.98	785.38
Nov. 1/98	733.57	750.27	766.88	783.59	800.30
Apr.1/99	749.71	766.78	783.75	800.83	817.91
CL 5					
Nov. 1/97	736.28	752.58	768.98	785.38	801.69
Nov. 1/98	750.27	766.88	783.59	800.30	816.92
Apr.1/99	766.78	783.75	800.83	817.91	834.89
CL 6					
Nov. 1/97	752.58	768.98	785.38	801.69	818.08
Nov. 1/98	766.88	783.59	800.30	816.92	833.62
Apr.1/99	783.75	800.83	817.91	834.89	851.96
CL 7					
Nov. 1/97	768.98	785.38	801.69	818.08	834.40
Nov. 1/98	783.59	800.30	816.92	833.62	850.25
Apr.1/99	800.83	817.91	834.89	851.96	868.96

	I	II	III	IV	V
CL 8					
Nov. 1/97	785.38	801.69	818.08	834.40	850.81
Nov. 1/98	800.30	816.92	833.62	850.25	866.98
Apr.1/99	817.91	834.89	851.96	868.96	886.05
CL 9					
Nov. 1/97	801.69	818.08	834.40	850.81	867.16
Nov. 1/98	816.92	833.62	850.25	866.98	883.64
Apr.1/99	834.89	851.96	868.96	886.05	903.08
CL 10					
Nov. 1/97	818.08	834.40	850.81	867.16	883.50
Nov. 1/98	833.62	850.25	866.98	883.64	900.29
Apr.1/99	851.96	868.96	886.05	903.08	920.10
CL 11					
Nov. 1/97	834.40	850.81	867.16	883.50	899.91
Nov. 1/98	850.25	866.98	883.64	900.29	917.01
Apr.1/99	868.96	886.05	903.08	920.10	937.18
CL 12					
Nov. 1/97	850.81	867.16	883.50	899.91	921.78
Nov. 1/98	866.98	883.64	900.29	917.01	939.29
Apr.1/99	886.05	903.08	920.10	937.18	959.95
CL 13					
Nov. 1/97	867.16	883.50	899.91	921.78	943.92
Nov. 1/98	883.64	900.29	917.01	939.29	961.85
Apr.1/99	903.08	920.10	937.18	959.95	983.01
CL 14					
Nov. 1/97	883.50	899.91	921.78	943.92	972.81
Nov. 1/98	900.29	917.01	939.29	961.85	991.29
Apr.1/99	920.10	937.18	959.95	983.01	1,013.10

	I	II	III	IV	V
CL 15					
Nov. 1/97	899.91	921.78	943.92	972.81	1,001.69
Nov. 1/98	917.01	939.29	961.85	991.29	1,020.72
Apr.1/99	937.18	959.95	983.01	1,013.10	1,043.18
CL 16					
Nov. 1/97	921.78	943.92	972.81	1,001.69	1,030.64
Nov. 1/98	939.29	961.85	991.29	1,020.72	1,050.22
Apr.1/99	959.95	983.01	1,013.10	1,043.18	1,073.32
CL 17					
Nov. 1/97	943.92	972.81	1,001.69	1,030.64	1,059.51
Nov. 1/98	961.85	991.29	1,020.72	1,050.22	1,079.64
Apr.1/99	983.01	1,013.10	1,043.18	1,073.32	1,103.39
CL 18					
Nov. 1/97	972.81	1,001.69	1,030.64	1,059.51	1,088.44
Nov. 1/98	991.29	1,020.72	1,050.22	1,079.64	1,109.12
Apr.1/99	1,013.10	1,043.18	1,073.32	1,103.39	1,133.52
CL 19					
Nov. 1/97	1,001.69	1,030.64	1,059.51	1,088.44	1,117.35
Nov. 1/98	1,020.72	1,050.22	1,079.64	1,109.12	1,138.58
Apr.1/99	1,043.18	1,073.32	1,103.39	1,133.52	1,163.63
CL 20					
Nov. 1/97	1,030.64	1,059.51	1,088.44	1,117.35	1,146.25
Nov. 1/98	1,050.22	1,079.64	1,109.12	1,138.58	1,168.03
Apr.1/99	1,073.32	1,103.39	1,133.52	1,163.63	1,193.73
CL 21					
Nov. 1/97	1,059.51	1,088.44	1,117.35	1,146.25	1,181.02
Nov. 1/98	1,079.64	1,109.12	1,138.58	1,168.03	1,203.46
Apr.1/99	1,103.39	1,133.52	1,163.63	1,193.73	1,229.94

	I	II	III	IV	V
CL 22					
Nov. 1/97	1,117.35	1,146.25	1,181.02	1,206.92	1,235.86
Nov. 1/98	1,138.58	1,168.03	1,203.46	1,229.85	1,259.34
Apr.1/99	1,163.63	1,193.73	1,229.94	1,256.91	1,287.05
CL 23					
Nov. 1/97	1,181.02	1,206.92	1,235.86	1,259.42	1,288.40
Nov. 1/98	1,203.46	1,229.85	1,259.34	1,283.35	1,312.88
Apr.1/99	1,229.94	1,256.91	1,287.05	1,311.58	1,341.76
CL 24					
Nov. 1/97	1,235.86	1,259.42	1,288.40	1,317.26	1,346.20
Nov. 1/98	1,259.34	1,283.35	1,312.88	1,342.29	1,371.78
Apr.1/99	1,287.05	1,311.58	1,341.76	1,371.82	1,401.96
CL 25					
Nov. 1/97	1,259.42	1,288.40	1,317.26	1,346.20	1,413.47
Nov. 1/98	1,283.35	1,312.88	1,342.29	1,371.78	1,440.33
Apr.1/99	1,311.58	1,341.76	1,371.82	1,401.96	1,472.02

APPENDIX 2 – HEALTH SERVICES CLASSIFICATION AND PAY PLAN – (HSA)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to employees of the Health Services (HSA) bargaining unit.

ARTICLE HSA1 – HOURS OF WORK

HSA1.01 Hours of Work

(a) *Institutional Hours*

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which, in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSA1.01(a)(2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the time provided in HSA1.01(a)(3) and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered overtime and compensated for in accordance with the provisions of Article 16.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from the employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.
- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week

period. This does not preclude shift arrangements, acceptable to both the Employer and the employees, in variance to the foregoing.

- (8) Subject to the limitations of Article HSA1.04, the Employer shall provide that no employee should be scheduled to work more than five (5) consecutive night shifts in a two week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee in variance to the foregoing.
 - (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
 - (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSA1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer in variance to the foregoing shall not constitute a violation of this provision.
 - (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
 - (12) Employees required to work rotating shifts (day, evening, and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
 - (13) The Employer shall provide each shift employee one (1) weekend in three (3).
- (b) *Non-Institutional Hours*
- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
 - (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSA1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.
 - (3) Employees shall be entitled to two (2) rest periods per day totalling not more than thirty (30) minutes.
 - (4) The provisions of HSA1.01(a)(7) and HSA1.01(a)(8) shall apply.

HSA1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

HSA1.03 Flexible Working Hours

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

HSA1.04 Deviations from Scheduled Hours

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

HSA1.05 No Split Shifts

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

ARTICLE HSA2 – PAY

HSA2.01 Pay

Employees in the HSA bargaining unit shall be paid in accordance with the wage schedule attached to this appendix.

HSA2.02 Education Premium – Psychiatric Training

A Licensed Practical Nurse with post-graduate psychiatric training, recognized by the Employer, of three (3) months or more, who is employed in a capacity utilizing this course in the Nova Scotia Hospital, shall be paid an additional \$25.00 per month, provided the employee has been actively employed in a recognized psychiatric facility within the last four (4) years.

HSA3 – UNIFORMS AND PROTECTIVE CLOTHING

HSA3.01 Uniforms and Protective Clothing

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

HSA4 - UNIT PREMIUM

*HSA4.01 Unit Premium

A Psychiatric Attendant assigned to the Forensic Unit of the Nova Scotia Hospital shall receive a premium of:

\$2.15 effective April 1, 1998, per completed eight (8) hour shift; and

\$3.23 effective April 1, 1998, per completed twelve (12) hour shift.

HEALTH SERVICES JOB CLASSIFICATIONS - HSA	PAY GRADE
Developmental Worker	HSA 17
Licensed Practical Nurse	HSA 15
Psychiatric Attendant	HSA 6

Schedule "A"

*HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSA - BI-WEEKLY RATES EFFECTIVE NOVEMBER 1, 1997 - MARCH 31, 2000

	I	II	III	IV	V	VI
HSA 2						
Nov. 1/97	753.43	767.49	781.52	795.76	809.90	
Nov. 1/98	767.75	782.07	796.37	810.88	825.29	
Apr. 1/99	784.64	799.28	813.89	828.72	843.45	
HSA 4						
Nov. 1/97	753.43	778.10	803.77	830.50	858.30	887.57
Nov. 1/98	767.75	792.88	819.04	846.28	874.61	904.43
Apr. 1/99	784.64	810.32	837.06	864.90	893.85	924.33
HSA 5						
Nov. 1/97	774.59	799.48	825.38	852.31	880.36	908.74
Nov. 1/98	789.31	814.67	841.06	868.50	897.09	926.01
Apr. 1/99	806.67	832.59	859.56	887.61	916.83	946.38

	I	II	III	IV	V	VI
HSA 6	Psychiatric Attendant					
Nov. 1/97	824.03	846.57	869.84	893.89	918.74	944.08
Nov. 1/98	839.69	862.65	886.37	910.87	936.20	962.02
Apr. 1/99	858.16	881.63	905.87	930.91	956.80	983.18
HSA 7						
Nov. 1/97	829.43	857.92	887.56	918.48	950.64	984.88
Nov. 1/98	845.19	874.22	904.42	935.93	968.70	1,003.59
Apr. 1/99	863.78	893.45	924.32	956.52	990.01	1,025.67
HSA 8						
Nov. 1/97	838.09	866.58	896.22	927.15	959.30	993.55
Nov. 1/98	854.01	883.05	913.25	944.77	977.53	1,012.43
Apr. 1/99	872.80	902.48	933.34	965.55	999.04	1,034.70
HSA 9						
Nov. 1/97	850.73	880.44	911.41	943.69	977.31	1,013.18
Nov. 1/98	866.89	897.17	928.73	961.62	995.88	1,032.43
Apr. 1/99	885.96	916.91	949.16	982.78	1,017.79	1,055.14
HSA 10						
Nov. 1/97	859.39	889.11	920.08	952.35	986.00	1,021.85
Nov. 1/98	875.72	906.00	937.56	970.44	1,004.73	1,041.27
Apr. 1/99	894.99	925.93	958.19	991.79	1,026.83	1,064.18
HSA 11						
Nov. 1/97	880.58	906.84	933.98	962.15	991.32	1,021.85
Nov. 1/98	897.31	924.07	951.73	980.43	1,010.16	1,041.27
Apr. 1/99	917.05	944.40	972.67	1,002.00	1,032.38	1,064.18
HSA 12						
Nov. 1/97	859.39	895.11	932.66	972.11	1,013.53	1,056.36
Nov. 1/98	875.72	912.12	950.38	990.58	1,032.79	1,076.43
Apr. 1/99	894.99	932.19	971.29	1,012.37	1,055.51	1,100.11

	I	II	III	IV	V	VI
HSA 13						
Nov. 1/97	944.08	965.38	993.38	1,021.85	1,056.36	
Nov. 1/98	962.02	983.72	1,012.43	1,041.27	1,076.43	
Apr. 1/99	983.18	1,005.36	1,034.70	1,064.18	1,100.11	
HSA 14						
Nov. 1/97	965.38	993.55	1,021.85	1,056.36	1,082.53	
Nov. 1/98	983.72	1,012.43	1,041.27	1,076.43	1,103.10	
Apr. 1/99	1,005.36	1,034.70	1,064.18	1,100.11	1,127.37	
HSA 15 Licensed Practical Nurse						
Nov. 1/97	1,021.85	1,056.36	1,082.53	1,113.09	1,148.01	
Nov. 1/98	1,041.27	1,076.43	1,103.10	1,134.24	1,169.82	
Apr. 1/99	1,064.18	1,100.11	1,127.37	1,159.19	1,195.56	
HSA 16						
Nov. 1/97	1,056.36	1,082.53	1,113.09	1,148.01	1,199.90	
Nov. 1/98	1,076.43	1,103.10	1,134.24	1,169.82	1,222.70	
Apr. 1/99	1,100.11	1,127.37	1,159.19	1,195.56	1,249.60	
HSA 17 Developmental Worker						
Nov. 1/97	1,082.53	1,113.09	1,148.01	1,199.90	1,254.45	
Nov. 1/98	1,103.10	1,134.24	1,169.82	1,222.70	1,278.28	
Apr. 1/99	1,127.37	1,159.19	1,195.56	1,249.60	1,306.40	

APPENDIX 3 – HEALTH SERVICES CLASSIFICATION AND PAY PLAN – (HSB)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to all employees of the Health Services (HSB) bargaining unit.

ARTICLE HSB1 – HOURS OF WORK

HSB1.01 Hours of Work

(a) Institutional Hours

- (1) The normal work week for employees engaged in shift work shall average five (5) shifts per week over the period of a shift schedule. Each shift shall cover a seven and one-half (7¹/₂) hour period exclusive of meal breaks.
- (2) The normal work week for employees not engaged in shift work shall be thirty-seven and one half (37¹/₂) hours and the normal daily hours shall be seven and one-half (7¹/₂) hours, exclusive of meal breaks.
- (3) The normal work week for Instructors shall be thirty-five (35) hours and the normal daily hours shall be seven (7) hours, exclusive of meal breaks.

(b) Non-Institutional Hours

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

HSB1.02 Shift Changeover

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

HSB1.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article HSB1.04.

HSB1.04 Exchange of Shifts

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

HSB1.05 Rotation of Shifts

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

HSB1.06 Rest Periods

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

ARTICLE HSB2 – PAY

HSB2.01 Pay

Employees in the HSB bargaining unit shall be paid in accordance with the wage schedule attached to this appendix.

*HEALTH SERVICES JOB CLASSIFICATIONS - HSB			PAY GRADE
Health Records Technician		(A)	HSB 9
		(B)	HSB 13
Laboratory Assistant	1	(A)	HSB 2
		(B)	HSB 4
		(C)	HSB 8
	2		HSB 9
Laboratory Technologist	1	(A)	HSB 13
		(B)	HSB 15
		(C)	HSB 17
	2		HSB 20
Morgue Attendant			HSB 8
Occupational Therapy Assistant		(A)	HSB 7
		(B)	HSB 10
		(C)	HSB 12
Occupational Therapist	1	(A)	HSB 18
		(B)	HSB 23
	2		HSB 25
X-Ray Technician	1		HSB 13
	2	(A)	HSB 15
		(B)	HSB 17
	3		HSB 23
4		HSB 24	

Schedule "A"

*HEALTH SERVICES PAY PLAN - HSB - BI-WEEKLY RATES
EFFECTIVE NOVEMBER 1, 1997 – MARCH 31, 2000

	I	II	III	IV
HSB 1				
Nov. 1/97	897.69	920.68	934.09	952.29
Nov. 1/98	914.75	938.17	951.84	970.38
Apr. 1/99	934.87	958.81	972.78	991.73
HSB 2				
Nov. 1/97	920.68	934.09	952.29	969.52
Nov. 1/98	938.17	951.84	970.38	987.94
Apr. 1/99	958.81	972.78	991.73	1,009.67
HSB 3				
Nov. 1/97	934.09	952.29	969.52	988.69
Nov. 1/98	951.84	970.38	987.94	1,007.48
Apr. 1/99	972.78	991.73	1,009.67	1,029.64
HSB 4				
Nov. 1/97	952.29	969.52	988.69	1,016.48
Nov. 1/98	970.38	987.94	1,007.48	1,035.79
Apr. 1/99	991.73	1,009.67	1,029.64	1,058.58
HSB 5				
Nov. 1/97	969.52	988.69	1,016.48	1,042.35
Nov. 1/98	987.94	1,007.48	1,035.79	1,062.15
Apr. 1/99	1,009.67	1,029.64	1,058.58	1,085.52
HSB 6				
Nov. 1/97	988.69	1,016.48	1,042.35	1,070.14
Nov. 1/98	1,007.48	1,035.79	1,062.15	1,090.47
Apr. 1/99	1,029.64	1,058.58	1,085.52	1,114.46

	I	II	III	IV
HSB 7				
Nov. 1/97	1,016.48	1,042.35	1,070.14	1,096.94
Nov. 1/98	1,035.79	1,062.15	1,090.47	1,117.78
Apr. 1/99	1,058.58	1,085.52	1,114.46	1,142.37
HSB 8				
Nov. 1/97	1,042.35	1,070.14	1,096.94	1,124.75
Nov. 1/98	1,062.15	1,090.47	1,117.78	1,146.12
Apr. 1/99	1,085.52	1,114.46	1,142.37	1,171.33
HSB 9				
Nov. 1/97	1,070.14	1,096.94	1,124.75	1,151.56
Nov. 1/98	1,090.47	1,117.78	1,146.12	1,173.44
Apr. 1/99	1,114.46	1,142.37	1,171.33	1,199.26
HSB 10				
Nov. 1/97	1,096.94	1,124.75	1,151.56	1,178.40
Nov. 1/98	1,117.78	1,146.12	1,173.44	1,200.79
Apr. 1/99	1,142.37	1,171.33	1,199.26	1,227.21
HSB 11				
Nov. 1/97	1,124.75	1,151.56	1,178.40	1,206.16
Nov. 1/98	1,146.12	1,173.44	1,200.79	1,229.08
Apr. 1/99	1,171.33	1,199.26	1,227.21	1,256.12
HSB 12				
Nov. 1/97	1,178.40	1,206.16	1,233.96	1,260.77
Nov. 1/98	1,200.79	1,229.08	1,257.41	1,284.72
Apr. 1/99	1,227.21	1,256.12	1,285.07	1,312.98
HSB 13				
Nov. 1/97	1,206.16	1,233.96	1,260.77	1,296.21
Nov. 1/98	1,229.08	1,257.41	1,284.72	1,320.84
Apr. 1/99	1,256.12	1,285.07	1,312.98	1,349.90

	I	II	III	IV
HSB 14				
Nov. 1/97	1,233.96	1,260.77	1,296.21	1,332.62
Nov. 1/98	1,257.41	1,284.72	1,320.84	1,357.94
Apr. 1/99	1,285.07	1,312.98	1,349.90	1,387.81
HSB 15				
Nov. 1/97	1,260.77	1,296.21	1,332.62	1,378.61
Nov. 1/98	1,284.72	1,320.84	1,357.94	1,404.80
Apr. 1/99	1,312.98	1,349.90	1,387.81	1,435.71
HSB 16				
Nov. 1/97	1,296.21	1,332.62	1,378.61	1,423.63
Nov. 1/98	1,320.84	1,357.94	1,404.80	1,450.68
Apr. 1/99	1,349.90	1,387.81	1,435.71	1,482.59
HSB 17				
Nov. 1/97	1,332.62	1,378.61	1,423.63	1,468.57
Nov. 1/98	1,357.94	1,404.80	1,450.68	1,496.47
Apr. 1/99	1,387.81	1,435.71	1,482.59	1,529.39
HSB 18				
Nov. 1/97	1,378.61	1,423.63	1,468.57	1,514.65
Nov. 1/98	1,404.80	1,450.68	1,496.47	1,543.43
Apr. 1/99	1,435.71	1,482.59	1,529.39	1,577.39
HSB 19				
Nov. 1/97	1,423.63	1,468.57	1,514.65	1,559.68
Nov. 1/98	1,450.68	1,496.47	1,543.43	1,589.31
Apr. 1/99	1,482.59	1,529.39	1,577.39	1,624.27
HSB 20				
Nov. 1/97	1,468.57	1,514.65	1,559.68	1,614.29
Nov. 1/98	1,496.47	1,543.43	1,589.31	1,644.96
Apr. 1/99	1,529.39	1,577.39	1,624.27	1,681.15

	I	II	III	IV
HSB 21				
Nov. 1/97	1,514.65	1,559.68	1,614.29	1,671.77
Nov. 1/98	1,543.43	1,589.31	1,644.96	1,703.53
Apr. 1/99	1,577.39	1,624.27	1,681.15	1,741.01
HSB 22				
Nov. 1/97	1,559.68	1,614.29	1,671.77	1,728.30
Nov. 1/98	1,589.31	1,644.96	1,703.53	1,761.14
Apr. 1/99	1,624.27	1,681.15	1,741.01	1,799.89
HSB 23				
Nov. 1/97	1,614.29	1,671.77	1,728.30	1,783.87
Nov. 1/98	1,644.96	1,703.53	1,761.14	1,817.76
Apr. 1/99	1,681.15	1,741.01	1,799.89	1,857.75
HSB 24				
Nov. 1/97	1,671.77	1,728.30	1,783.87	1,841.35
Nov. 1/98	1,703.53	1,761.14	1,817.76	1,876.34
Apr. 1/99	1,741.01	1,799.89	1,857.75	1,917.62
HSB 25				
Nov. 1/97	1,728.30	1,783.87	1,841.35	1,907.45
Nov. 1/98	1,761.14	1,817.76	1,876.34	1,943.69
Apr. 1/99	1,799.89	1,857.75	1,917.62	1,986.45
HSB 26				
Nov. 1/97	1,783.87	1,841.35	1,907.45	1,974.25
Nov. 1/98	1,817.76	1,876.34	1,943.69	2,011.76
Apr. 1/99	1,857.75	1,917.62	1,986.45	2,056.02

APPENDIX 4 – HEALTH SERVICES CLASSIFICATION AND PAY PLAN – NURSING SERVICES PERSONNEL (HSN)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to employees of the Health Services (HSN) bargaining unit.

ARTICLE HSN1 – HOURS OF WORK

HSN1.01 Hours of Work

(a) *Institutional*

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) The employees agree to maintain nursing coverage which in the opinion of the Employer, is adequate for all units during the shift change, meal periods and rest periods.
- (3) During each shift, and subject to the provisions of Article HSN1.01(a)(2), the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (4) Should an employee be recalled to duty during the designated one-half ($\frac{1}{2}$) hour meal period as provided for in Article HSN1.01(a)(3) and the entire one-half ($\frac{1}{2}$) hour meal period cannot be rescheduled during the shift, the one-half ($\frac{1}{2}$) hour meal period shall be deemed to be time worked and compensated for at the applicable overtime rates set out in Article 15. Should an employee be recalled to duty during the time provided in HSN1.01(a)(3), other than during the designated one-half ($\frac{1}{2}$) hour meal period, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 16.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. Disciplinary action may be taken for continuing lateness, including but not limited to the penalties of reprimand, deduction from the employee's pay, suspension, up to and including dismissal. The Deputy Head or delegated official shall notify the employee where a lateness is charged to an employee.

- (6) During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (8) Subject to the limitations of Article HSN1.04, the Employer shall provide that no employee is scheduled to work more than five (5) consecutive night shifts in a two (2) week period. This does not preclude shift arrangements requested by the employee, in writing, acceptable to both Employer and employee, in variance to the foregoing.
- (9) Where during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
- (10) Schedules shall be posted at least two (2) weeks in advance of shift changes, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to Article HSN1.04, shift arrangements, requested by the employee(s) in writing and approved by the Employer, in variance to the foregoing shall not constitute a violation of this provision.
- (11) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- (12) Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
- (13) The Employer shall provide each shift employee one (1) weekend in three (3).
- (14) The hours of work for Nursing Instructors shall be seventy (70) hours per two (2) week period exclusive of meal breaks. Where classes are in abeyance in either December or March owing to the normal academic breaks, these Instructors shall be allowed five (5) days' leave with pay at a time agreeable to both the employee and the Employer.
- (15) No shifts shall be split for a period longer than the regularly scheduled meal and rest periods as provided for in Article HSN1.01(a)(3).

(b) *Non-Institutional*

- (1) The hours of work shall be seventy (70) hours per two (2) week period exclusive of meal breaks.
- (2) Schedules shall be posted at least two (2) weeks in advance, and the Employer will provide for sixteen (16) hours between shift changes. In addition to situations arising pursuant to HSN1.04, shift arrangements requested by the employee(s) in writing, and approved by the Employer, or vice versa, in variance to the foregoing shall not constitute a violation of this provision.
- (3) Employees shall be entitled to two (2) rest periods per day totalling not more than thirty (30) minutes.
- (4) No shifts shall be split for a period longer than the regularly scheduled meal period, except as otherwise requested by the employee.
- (5) The provisions of HSN1.01(a)(7) and HSN1.01(a)(8) shall apply.

HSN1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work but is a basis for computing overtime.

HSN1.03 Flexible Working Hours

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

HSN1.04 Deviations from Scheduled Hours

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

ARTICLE HSN2 – PAY

HSN2.01 Pay

Employees in the HSN bargaining unit shall be paid in accordance with the wage schedule attached to this appendix.

*HSN2.02 Unit Premium

An employee assigned to the Forensic Unit of the Nova Scotia Hospital shall receive a premium of:

\$2.30 per completed eight (8) hour shift

\$3.45 per completed twelve (12) hour shift

HSN2.03 Educational Premiums

* (a) *The Canadian Nurses' Association Certificate*

A Head Nurse who has successfully completed the Canadian Nurses' Association Certificate shall be paid an additional:

\$20.00 (effective April 1, 1998) per month.

* (b) *University Diploma*

A Head Nurse with one (1) year University Diploma in Nursing Service and Administration shall be paid an additional:

\$36.00 (effective April 1, 1998)

per month, provided that she has utilized the course within four (4) years prior to employment.

* (c) *Post Graduate Training – 3 Months*

A Staff Nurse or Head Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid an additional:

\$15.00 (effective April 1, 1998)

per month, provided that she has utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration shall be given for the purpose of this Article.

* (d) *Post-Graduate Training – 6 Months*

A Staff Nurse or Head Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid an additional:

\$30.00 (effective April 1, 1998)

per month, provided that she has utilized the course within four (4) years prior to employment.

* (e) *Baccalaureate Degree*

(1) A Staff Nurse or Head Nurse who has received a Baccalaureate Degree and has completed four (4) months' continuous service shall be paid an additional:

\$65.00 (effective April 1, 1998) per month.

(2) An additional:

\$30.00 (effective April 1, 1998)

per month shall be paid where an employee has received a Baccalaureate Degree and has completed four (4) months' continuous service in the following positions:

Community Health Nurse – Health

Occupational Health Nurse

* (f) *Masters Degree*

(1) A Staff Nurse or Head Nurse who has received a Masters Degree and has completed four (4) months' continuous service shall be paid an additional:

\$88.00 (effective April 1, 1998) per month.

(2) An additional:

\$55.00 (effective April 1, 1998)

per month shall be paid where an employee listed in Article HSN2.03(e)(2) has received a Masters Degree and has completed four (4) months' continuous service.

(3) An additional:

\$25.00 (effective April 1, 1998)

per month shall be paid where an employee has received a Masters Degree and has completed four (4) months continuous service in the following positions:

Community Mental Health Nurse – NS Hospital

(g) *Nursing Instructor*

A Nursing Instructor who has received a Masters Degree in Nursing, or a Masters degree in an education-related field, and has completed four (4) months' continuous service, shall be paid an additional:

\$25.00 (effective April 1, 1998) per month.

(h) *No Pyramiding of Benefits*

An employee may not qualify for more than one payment under Articles HSN2.03(b), (c), (d), (e), (f), or (g).

(i) *Discontinuance of Premium*

Education Premium shall be discontinued where:

(1) the employee is on leave of absence with pay or part pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.

(2) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

(j) *Employer Conducted Post-Graduate Training*

An employee enrolled in post-graduate training courses, pursuant to Article HSN2.03(c) and HSN2.03(d), conducted by the Nova Scotia Hospital shall continue to receive an Education Premium which she is in receipt of prior to the commencement of the course of study.

*HSN2.04 In Charge Pay

During the off duty hours of the Head Nurse, a nurse designated as being “in charge” shall be paid a premium of 0.70¢ per hour effective April 1, 1998. The off duty hours are those hours when the Head Nurse is not normally on duty (e.g. evenings, nights, weekends, paid holidays).

HSN3.01 Uniforms and Protective Clothing

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

*HEALTH SERVICES JOB CLASSIFICATIONS - HSN		PAY GRADE
Care Coordinator		HSN 27
Community Health Nurse		HSN 26
Community Mental Health Nurse		HSN 26
Field Assessment Officer		HSN 27
Head Nurse		HSN 31
Nursing Instructor	4	HSN 29
Occupational Health Nurse		HSN 24
Program Unit Nurse	1	HSN 26
	2	HSN 28
Staff Nurse		HSN 25

Schedule "A"

***HEALTH SERVICES CLASSIFICATION AND PAY PLAN - HSN - BI-WEEKLY RATES
EFFECTIVE NOVEMBER 1, 1997 - MARCH 31, 2000**

	I	II	III	IV	V	VI
HSN 20						
Nov. 1/97	1,265.29	1,298.46	1,337.15	1,381.39	1,431.16	1,486.41
Nov. 1/98	1,289.33	1,323.13	1,362.56	1,407.64	1,458.35	1,514.65
Apr. 1/99	1,317.70	1,352.24	1,392.54	1,438.61	1,490.43	1,547.97
HSN 21						
Nov. 1/97	1,282.60	1,315.78	1,354.43	1,398.73	1,448.46	1,503.74
Nov. 1/98	1,306.97	1,340.78	1,380.16	1,425.31	1,475.98	1,532.31
Apr. 1/99	1,335.72	1,370.28	1,410.52	1,456.67	1,508.45	1,566.02
HSN 22						
Nov. 1/97	1,337.34	1,376.01	1,420.31	1,470.00	1,525.33	
Nov. 1/98	1,362.75	1,402.15	1,447.30	1,497.93	1,554.31	
Apr. 1/99	1,392.73	1,433.00	1,479.14	1,530.88	1,588.50	
HSN 23						
Nov. 1/97	1,382.13	1,415.30	1,454.02	1,498.24	1,547.99	
Nov. 1/98	1,408.39	1,442.19	1,481.65	1,526.71	1,577.40	
Apr. 1/99	1,439.37	1,473.92	1,514.25	1,560.30	1,612.10	
HSN 24						
Nov. 1/97	1,382.13	1,415.30	1,454.02	1,498.24	1,547.99	1,603.31
Nov. 1/98	1,408.39	1,442.19	1,481.65	1,526.71	1,577.40	1,633.77
Apr. 1/99	1,439.37	1,473.92	1,514.25	1,560.30	1,612.10	1,669.71
HSN 25						
Nov. 1/97	1,415.30	1,454.02	1,498.24	1,547.99	1,603.31	1,660.56
Nov. 1/98	1,442.19	1,481.65	1,526.71	1,577.40	1,633.77	1,692.11
Apr. 1/99	1,473.92	1,514.25	1,560.30	1,612.10	1,669.71	1,729.34

	I	II	III	IV	V	VI
HSN 26						
Nov. 1/97	1,454.02	1,498.24	1,547.99	1,603.31	1,660.56	1,718.06
Nov. 1/98	1,481.65	1,526.71	1,577.40	1,633.77	1,692.11	1,750.70
Apr. 1/99	1,514.25	1,560.30	1,612.10	1,669.71	1,729.34	1,789.22
HSN 27						
Nov. 1/97	1,547.99	1,603.31	1,660.56	1,718.06	1,775.55	
Nov. 1/98	1,577.40	1,633.77	1,692.11	1,750.70	1,809.29	
Apr. 1/99	1,612.10	1,669.71	1,729.34	1,789.22	1,849.09	
HSN 28						
Nov. 1/97	1,603.31	1,660.56	1,718.06	1,775.55	1,833.04	
Nov. 1/98	1,633.77	1,692.11	1,750.70	1,809.29	1,867.87	
Apr. 1/99	1,669.71	1,729.34	1,789.22	1,849.09	1,908.96	
HSN 29						
Nov. 1/97	1,660.56	1,718.06	1,775.55	1,833.04	1,890.60	
Nov. 1/98	1,692.11	1,750.70	1,809.29	1,867.87	1,926.52	
Apr. 1/99	1,729.34	1,789.22	1,849.09	1,908.96	1,968.90	
HSN 30						
Nov. 1/97	1,718.06	1,775.55	1,833.04	1,890.60	1,977.58	
Nov. 1/98	1,750.70	1,809.29	1,867.87	1,926.52	2,015.15	
Apr. 1/99	1,789.22	1,849.08	1,908.96	1,968.90	2,059.48	
HSN 31						
Nov. 1/97	1,819.36	1,858.09	1,902.32	1,952.03	2,007.37	2,064.61
Nov. 1/98	1,853.93	1,893.39	1,938.46	1,989.12	2,045.51	2,103.84
Apr. 1/99	1,894.72	1,935.04	1,981.11	2,032.88	2,090.51	2,150.12

**APPENDIX 5 – MAINTENANCE AND OPERATIONAL SERVICES
CLASSIFICATION AND PAY PLAN (MOS)**

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to all employees of the Maintenance and Operational Services (MOS) bargaining unit.

ARTICLE M1 – HOURS OF WORK

M1.01 Hours of Work

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

* (b) The normal work week for employees in positions listed below shall be forty (40) hours per week.

Position Title	Department
Captain 1, 2, and 3	Transportation and Public Works
Deckhands (Tancook Ferry)	Transportation and Public Works
Electrician	Environment
Equipment Instructor/Inspector	Transportation and Public Works
Fire Tender 1 and 2	Any Department
Fire Tender 1 in-Charge	Any Department
Fire Tender Helper 1 and 2	Any Department
Foreperson, Provincial Forest Nursery	Natural Resources
Maintenance Worker 3A	Natural Resources
Mates and Marine Engineers (Ferry Service)	Transportation and Public Works
Senior Utility Technician	Environment
Shift Operator 1 and 2	Any Department
Shop Supervisor	Transportation and Public Works
Utility Operator	Environment
Utility Technician	Environment
Water Treatment Plant Operator	Environment
Wood Bridge Superintendent	Transportation and Public Works

(c) The normal work week for employees classified as Farm Workers shall be thirty-seven and one-half (37½) hours per week.

(d) Employees who are covered by M1.01(b) shall be entitled to five (5) additional days' leave with pay each year. Employees who are covered by M1.01(c) shall be entitled to three (3) additional days' leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 18.05.

M1.02 Variance in Hours

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

M1.03 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article M1.04.

M1.04 Exchange of Shifts

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

M1.05 No Guarantee of Hours

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

M1.06 Work Schedules

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

M1.07 Continuous Operations

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

M1.08 Rotation of Shifts

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

M1.09 No Split Shifts

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

M1.10 Rest Period

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

ARTICLE M2 – PAY

M2.01 Pay

Employees in the Maintenance and Operational Service bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE M3 – WASH-UP TIME

M3.01 Wash-Up Time

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

ARTICLE M4 – CLOTHING ALLOWANCE

M4.01 Uniforms

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

M4.02 Protective Clothing

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

*JOB CLASSIFICATIONS – MOS		PAY GRADE
Aircraft Maintenance Engineer I		MOS 18
Aircraft Maintenance Engineer II		MOS 22
Aircraft Maintenance Engineer III		MOS 24
Animal Attendant		MOS 5
Area Operations Supervisor		MOS 16
Area Operations Supervisor (Environment)		MOS 17
Assistant Building Superintendent		MOS 9
Assistant Supervisor Building Services (Halifax/Dartmouth)		MOS 15
Building Supervisor		MOS 13
Building Watchperson		MOS 1
Captain	1	MOS 18
	2	MOS 22
	3	MOS 24
Caretaker		MOS 3
Caretaker (Haliburton House)		MOS 6
Caretaker (Halifax)		MOS 5
Caretaker (Transportation)		MOS 5
Caretaker (Yarmouth)		MOS 6
Carpenter		MOS 14
Chauffeur to Lieutenant Governor		MOS 9
Chief Stationary Engineer		MOS 16
Deckhand Tancook Ferry		MOS 4
Dozer/Heavy Equipment Operator		MOS 10
Driver/Messenger		MOS 5
Driver/Shipper		MOS 5
Electrician		MOS 17
Equipment Coordinator		MOS 22
Equipment Instructor/Inspector		MOS 16
Equipment Maintenance Coordinator		MOS 22
Facilities Coordinator		MOS 18
Farm Worker		MOS 8
Ferry Fleet Service Coordinator		MOS 24
Fleet Service Coordinator		MOS 24
Fire Tender	1	MOS 9
	1 (B)	MOS 11
	3	MOS 15
Fire Tender Helper	1	MOS 5
	2	MOS 9

JOB CLASSIFICATIONS – MOS		PAY GRADE
Fire Tender-in-Charge	1	MOS 12
Foreperson (Transportation)		MOS 13
Foreperson Provincial Forest Nursery		MOS 13
Janitor		MOS 1
Janitor-in-Charge		MOS 5
Maintenance Foreperson (Natural Resources)		MOS 15
Maintenance Planner		MOS 18
Maintenance Supervisor (Shelburne)		MOS 12
Maintenance Worker	1	MOS 4
	2	(A) MOS 7
		(B) MOS 9
	3	(A) MOS 10
		(B) MOS 12
Manager Steam Mill Grain Centre		MOS 20
Marine Engineer	1	MOS 13
	2	MOS 14
Mate	1	MOS 10
	2	MOS 11
Mechanic	1	MOS 8
	2	MOS 12
	3	MOS 14
Plumber		MOS 17
Senior Utility Technician		MOS 14
Shift Operator	1	MOS 13
	2	MOS 16
	3	MOS 18
Shop Supervisor		MOS 22
Steamfitter		MOS 15
Supervisor Maintenance		MOS 18
Truck Driver - Heavy		MOS 7
Utility Operator	1	MOS 6
	2	MOS 12
Utility Technician		MOS 13
Utility Truck Driver		MOS 5
Water Treatment Plant Operator		MOS 14
Welder		MOS 12
Wildlife Park Attendant		MOS 8
Wood Bridge Superintendent		MOS 15

Schedule "A"

***MAINTENANCE AND OPERATIONAL SERVICES PAY PLAN – MOS BI-WEEKLY RATES
EFFECTIVE FROM NOVEMBER 1, 1997 – MARCH 31, 2000**

	I	II
MOS 1		
Nov. 1/97	842.41	859.43
Nov. 1/98	858.42	875.76
Apr. 1/99	877.31	895.03
MOS 3		
Nov. 1/97	876.33	893.26
Nov. 1/98	892.98	910.23
Apr. 1/99	912.63	930.26
MOS 4		
Nov. 1/97	893.26	910.23
Nov. 1/98	910.23	927.52
Apr. 1/99	930.26	947.93
MOS 5		
Nov. 1/97	910.23	927.17
Nov. 1/98	927.52	944.79
Apr. 1/99	947.93	965.58
MOS 6		
Nov. 1/97	927.17	950.44
Nov. 1/98	944.79	968.50
Apr. 1/99	965.58	989.81
MOS 7		
Nov. 1/97	950.44	974.41
Nov. 1/98	968.50	992.92
Apr. 1/99	989.81	1,014.76

	I	II
MOS 8		
Nov. 1/97	974.41	998.34
Nov. 1/98	992.92	1,017.31
Apr. 1/99	1,014.76	1,039.69
MOS 9		
Nov. 1/97	998.34	1,022.27
Nov. 1/98	1,017.31	1,041.69
Apr. 1/99	1,039.69	1,064.61
MOS 10		
Nov. 1/97	1,022.27	1,046.25
Nov. 1/98	1,041.69	1,066.13
Apr. 1/99	1,064.61	1,089.58
MOS 11		
Nov. 1/97	1,046.25	1,076.19
Nov. 1/98	1,066.13	1,096.64
Apr. 1/99	1,089.58	1,120.77
MOS 12		
Nov. 1/97	1,076.19	1,106.09
Nov. 1/98	1,096.64	1,127.11
Apr. 1/99	1,120.77	1,151.91
MOS 13		
Nov. 1/97	1,106.09	1,136.04
Nov. 1/98	1,127.11	1,157.62
Apr. 1/99	1,151.91	1,183.09
MOS 14		
Nov. 1/97	1,136.04	1,171.98
Nov. 1/98	1,157.62	1,194.25
Apr. 1/99	1,183.09	1,220.52

	I	II
MOS 15		
Nov. 1/97	1,171.98	1,231.80
Nov. 1/98	1,194.25	1,255.20
Apr. 1/99	1,220.52	1,282.81
MOS 16		
Nov. 1/97	1,231.80	1,273.73
Nov. 1/98	1,255.20	1,297.93
Apr. 1/99	1,282.81	1,326.48
MOS 17		
Nov. 1/97	1,273.73	1,315.61
Nov. 1/98	1,297.93	1,340.61
Apr. 1/99	1,326.48	1,370.10
MOS 18		
Nov. 1/97	1,315.61	1,357.55
Nov. 1/98	1,340.61	1,383.34
Apr. 1/99	1,370.10	1,413.77
MOS 19		
Nov. 1/97	1,357.55	1,399.45
Nov. 1/98	1,383.34	1,426.04
Apr. 1/99	1,413.77	1,457.41
MOS 20		
Nov. 1/97	1,399.45	1,441.33
Nov. 1/98	1,426.04	1,468.72
Apr. 1/99	1,457.41	1,501.03
MOS 21		
Nov. 1/97	1,441.33	1,490.00
Nov. 1/98	1,468.72	1,518.31
Apr. 1/99	1,501.03	1,551.71

	I	II
MOS 22		
Nov. 1/97	1,490.00	1,540.38
Nov. 1/98	1,518.31	1,569.65
Apr. 1/99	1,551.71	1,604.18
MOS 23		
Nov. 1/ 97	1,540.38	1,605.84
Nov. 1/98	1,569.65	1,636.35
Apr. 1/99	1,604.18	1,672.35
MOS 24		
Nov. 1/97	1,605.84	1,674.09
Nov. 1/98	1,636.35	1,705.90
Apr. 1/99	1,672.35	1,743.43
MOS 25		
Nov. 1/97	1,600.83	
Nov. 1/98	1,631.25	
Apr. 1/99	1,667.14	

APPENDIX 6 – PROFESSIONAL CLASSIFICATION AND PAY PLAN (PR)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to all employees of the Professional (PR) bargaining unit.

ARTICLE P1 – HOURS OF WORK

P1.01 Hours of Work

Employees shall be required to work thirty-five (35) hours per week exclusive of meal breaks, except as provided in Article P3. Subject to operational requirements and efficiency of the service, as determined by the Deputy Head or delegated official daily hours of work may be flexible.

P1.02 Compensation for Work in Excess of Normal Hours

- (a) Where, due to operational requirements, an employee is required and authorized, by the Deputy Head or delegated official, to work hours in excess of normal working hours, the Deputy Head or delegated official shall, with mutual agreement of the employee, and as operational requirements permit, correspondingly adjust subsequent hours of work.
- (b) Where operational requirements do not permit the employee to be granted time off with pay in lieu of the additional hours worked within a 12-month period, he/she shall be entitled to receive compensation for such accumulated hours. Compensation will be paid once per year, at the employee's regular straight-time rate of pay in respect to the hours accumulated as at March 1 in any year for which time off has not been scheduled.

***P1.03 Resident Engineers – Transportation and Public Works**

- (a) The normal work week for Resident Engineers, Department of Transportation and Public Works, shall be forty (40) hours per week, exclusive of meal breaks.
- (b) The employees covered by P1.03(a) shall be entitled to five (5) additional days leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 18.03.

P1.04 Posting of Shift Schedules

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

P1.05 No Guarantee of Hours

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

P1.06 Rest Periods

Where operational requirements permit, employees shall be entitled to two (2) rest periods per shift day, totalling not more than thirty (30) minutes.

P1.07 Amendments to Overtime Exclusions

The Employer will consult with the Union, where new positions and position titles are added to this occupational category, before deeming the positions to be eligible or ineligible for overtime.

ARTICLE P2 – PAY

P2.01 Pay

Employees in the Professional bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE P3 – YOUTH WORKERS – YOUNG OFFENDERS

P3.01 Youth Workers – Young Offenders

- (a) The hours of work for the Youth Worker – Young Offenders classification shall be thirty-seven and one-half (37½) hours per week. Where, because of the operational requirements of the service, hours of work for employees are scheduled on a rotating basis, the employees shall work an average of seventy-five (75) hours bi-weekly, exclusive of meal breaks. Employees scheduled to work twelve (12) hour shifts are entitled to three (3) paid rest periods per shift, totalling not more than forty-five (45) minutes.
- (b) Article P1.02 of the Agreement will not apply to Youth Workers – Young Offenders, who will be entitled to the following overtime provisions:
 - (i) “overtime” means authorized work in excess of the employee’s regular work day or regular work week and all time worked in excess of seventy-five (75) hours bi-weekly.
“time and one-half” means one and one-half (1½) times the straight time rate calculated by the formula:

bi-weekly rate x 1.5

75

“double time” means two (2) times the straight time rate calculated by the formula:

$$\frac{\text{bi weekly rate} \times 2}{75}$$

- (ii) An employee is entitled to time and one-half ($1\frac{1}{2}T$) compensation for each hour of overtime worked.
 - (iii) An employee who is required to work overtime on his/her first scheduled day of rest shall be paid at the overtime rate as provided for in (b)(ii) above.
 - (iv) An employee who is required to work overtime on his/her second or subsequent day of rest is entitled to compensation at double time ($2T$) for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.
 - (v) Where an employee is required to work overtime on a paid holiday, as defined in Article 19.01, he/she will receive compensation equal to three (3) times his/her regular rate as follows:
 - (1) compensation at two (2) times his/her regular rate, including the holiday pay, for the hours worked on the holiday; and
 - (2) 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 (v) (2) above, compensation shall be granted at the employee’s regular rate of pay for those hours worked on the holiday.
- (vi) In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ($1/2$) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
 - (vii) Compensation for overtime shall be paid except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked.
 - (viii) 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. Where operational requirements permit, the Deputy Head may authorize an extension of the time limits provided herein.
 - (ix) An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

*JOB CLASSIFICATIONS - PR			PAY GRADE	
Agrologist	1	(A)	PR 6	
		(B)	PR 8	
	2	(A)	PR 10	
		(B)	PR 12	
(Restricted)	3		PR 14	
Architect	1	(A)	PR 8	
		(B)	PR 9	
	2	(A)	PR 13	
		(B)	PR 14	
Biologist	1	(A)	PR 5	
		(B)	PR 7	
	2	(A)	PR 10	
		(B)	PR 12	
Caseworker	1	(A)	PR 4	
		(B)	PR 6	
Caseworker (Interim)	2		PR 6	
			PR 8	
	(Restricted)	3	(A)	PR 11
			(B)	PR 14
(Restricted)	4	(A)	PR 16	
Computer Services Officer	1	(A)	PR 1	
		(B)	PR 4	
	2	(A)	PR 7	
		(B)	PR 9	
		(C)	PR 11	
	(Restricted)	3		PR 14
(Restricted)	4		PR 17	
Dietitian	1		PR 7	
			PR 10	
	2	(A)	PR 12	
Economist	1		PR 10	
			PR 13	
	(Restricted)	3		PR 15

JOB CLASSIFICATIONS - PR		PAY GRADE	
Engineer	1	PR 8	
	2	PR 9	
	3	PR 14	
(Restricted)	4	PR 17	
Environmental Analyst	1	(A) PR 10	
		(B) PR 12	
	2	PR 15	
Forester	1	(A) PR 7	
		(B) PR 9	
	2	(A) PR 10	
		(B) PR 12	
	(Restricted)	3	PR 14
Geologist	1	PR 7	
	2	PR 12	
	(Restricted)	3	PR 15
	(Restricted)	4	PR 18
Health Care Worker	1	(A) PR 1	
		(B) PR 4	
	2	PR 6	
Health Care Social Worker	1	(A) PR 6	
		(B) PR 9	
	2	(A) PR 10	
		(B) PR 12	
	(Restricted)	3	PR 14
Historical/Archival/ Cultural Officer (Res.)	1	PR 6	
	2	PR 10	
	3	PR 13	
	4	PR 17	
Home Economist	1	PR 5	
	2	(A) PR 8	
		(B) PR 10	
Human Rights Officer	1	(A) PR 4	
		(B) PR 6	
	2	(A) PR 8	
		(B) PR 10	
	(Restricted)	3	PR 12

JOB CLASSIFICATIONS - PR			PAY GRADE
Hydrogeologist	1	(A)	PR 7
		(B)	PR 10
	2	(A)	PR 12
		(B)	PR 15
Librarian			
(Restricted)	1		PR 7
(Restricted)	2		PR 12
(Restricted)	3		PR 13
(Restricted)	4		PR 14
Loan Officer	1		PR 8
	2		PR 13
	(Restricted)	3	PR 15
Occupational Hygienist	1		PR 13
	2		PR 16
Pharmacist	1	(A)	PR 10
		(B)	PR 12
	(Restricted)	2	PR 14
Planner	1	(A)	PR 8
		(B)	PR 10
	2		PR 14
		(Restricted)	3
Planning and Development Officer	1	(A)	PR 8
		(B)	PR 9
	2	(A)	PR 11
		(B)	PR 13
	(Restricted)	3	PR 17
Probation Officer	1		PR 6
	2	(A)	PR 8
		(B)	PR 11
	(Restricted)	3	PR 13
Program Administration Officer	1		PR 6
	2		PR 10
	(Restricted)	3	PR 13
	(Restricted)	4	PR 17

JOB CLASSIFICATIONS - PR		PAY GRADE
Program Worker	1	PR 6
- Young Offenders	2	PR 8
	3	PR 10
Program Worker	1	PR 6
- Young Offenders	2	PR 8
(Leisure Time Activities)	3	PR 10
Psychological Services	1	(A) PR 4
Officer		(B) PR 7
(Restricted)	2	(A) PR 9
		(B) PR 11
(Restricted)	3	PR 14
(PhD Candidate Register) (Res.)	4	(A) PR 16
(PhD Registered) (Res.)		(B) PR 20
Public Information Officer	1	PR 5
	2	PR 8
(Restricted)	3	PR 13
(Restricted)	4	PR 16
Research and Statistical	1	(A) PR 4
Officer		(B) PR 7
(Restricted)	2	PR 10
(Restricted)	3	PR 13
(Restricted)	4	PR 15
Social Development and	1	PR 6
Rehabilitation Officer	2	(A) PR 8
		(B) PR 11
Social Worker	1	(A) PR 8
		(B) PR 11
	2	PR 14
(Restricted)	3	PR 16
Youth Worker	1	PR 4
- Young Offenders	2	PR 6
	3	PR 8
Youth Worker	1	PR 4
- Young Offenders	2	PR 6
(Recreation)	3	PR 8

JOB CLASSIFICATIONS - PR

PAY GRADE

Veterinarian

1
2 (A)
(B)

PR 14
PR 16
PR 19

STAND-ALONE "A"

Administrative Officer – Administration (Tourism/Justice)	PR 7
Advisor Marine Resources (Fisheries)	PR 16
Appraiser (Housing and Municipal Affairs)	PR 16
Assistant Chief Electoral Officer (Public Service)	PR 10
Building Code and Training Coordinator (Housing and Municipal Affairs)	PR 16
Chief Pension Analyst (Finance)	PR 15
Coal Development Officer (Natural Resources)	PR 17
Contract Officer (Transportation and Public Works)	PR 10
Cost Accountant (Education/Housing and Municipal Affairs)	PR 12
Development Officer (Economic Development and Tourism)	PR 13
District Supervisor (Environment)	PR 15
Electrical/Mechanical Officer (Labour)	PR 16
Examination Officer, Financial Institutes (Housing and Municipal Affairs)	PR 12
Financial Coordinator Homes for Special Care (Community Services)	PR 12
Graphic Artist (Transportation and Public Works)	PR 8
Investment and Trade Officer	PR 18
Market Consultant	PR 15
Marketing Officer	PR 7
Pension Analyst (Finance)	PR 10
Petroleum Engineer (Natural Resources)	PR 20
Petroleum Operations Officer (Natural Resources)	PR 19
Program Specialist (Community Services)	PR 12
Property Officer (Transportation and Public Works)	PR 14
Records Analyst (Education)	PR 8
Senior Auditor (Finance-PTC)	PR 12
Senior Licensing Officer (Housing and Municipal Affairs)	PR 16
Staff Trainer	PR 10
Supervisor Residential Energy Programs (Natural Resources)	PR 14
Supervisor Training Programs (Health)	PR 12
Training Officer (Nova Scotia Hospital)	PR 7
Trust Officer (Justice)	PR 12

STAND-ALONE "B"

Energy Officer - Industrial Programs (Natural Resources)	PR 14
Environmental Engineer (Environment)	PR 15
Senior Program Officer (Economic Development and Tourism)	PR 14
Small Business Officer (Economic Development and Tourism)	PR 14

Schedule "A"

*PROFESSIONAL CLASSIFICATION AND PAY PLAN – PR – BI-WEEKLY RATES
EFFECTIVE FROM NOVEMBER 1, 1997 – MARCH 31, 2000

	I	II	III	IV	V	VI
PR 1						
Nov. 1/97	916.90	952.80	988.73	1,024.68	1,065.79	1,111.99
Nov. 1/98	934.32	970.90	1,007.52	1,044.15	1,086.04	1,133.12
Apr. 1/99	954.88	992.26	1,029.69	1,067.12	1,109.93	1,158.05
PR 2						
Nov. 1/97	952.80	988.73	1,024.68	1,065.79	1,111.99	1,158.22
Nov. 1/98	970.90	1,007.52	1,044.15	1,086.04	1,133.12	1,180.23
Apr. 1/99	992.26	1,029.69	1,067.12	1,109.93	1,158.05	1,206.20
PR 3						
Nov. 1/97	988.73	1,024.68	1,065.79	1,111.99	1,158.22	1,204.45
Nov. 1/98	1,007.52	1,044.15	1,086.04	1,133.12	1,180.23	1,227.33
Apr. 1/99	1,029.69	1,067.12	1,109.93	1,158.05	1,206.20	1,254.33
PR 4						
Nov. 1/97	1,024.68	1,065.79	1,111.99	1,158.22	1,204.45	1,255.75
Nov. 1/98	1,044.15	1,086.04	1,133.12	1,180.23	1,227.33	1,279.61
Apr. 1/99	1,067.12	1,109.93	1,158.05	1,206.20	1,254.33	1,307.76
PR 5						
Nov. 1/97	1,065.79	1,111.99	1,158.22	1,204.45	1,255.75	1,307.13
Nov. 1/98	1,086.04	1,133.12	1,180.23	1,227.33	1,279.61	1,331.97
Apr. 1/99	1,109.93	1,158.05	1,206.20	1,254.33	1,307.76	1,361.27
PR 6						
Nov. 1/97	1,111.99	1,158.22	1,204.45	1,255.75	1,307.13	1,363.58
Nov. 1/98	1,133.12	1,180.23	1,227.33	1,279.61	1,331.97	1,389.49
Apr. 1/99	1,158.05	1,206.20	1,254.33	1,307.76	1,361.27	1,420.06

	I	II	III	IV	V	VI
PR 7						
Nov. 1/97	1,158.22	1,204.45	1,255.75	1,307.13	1,363.58	1,420.07
Nov. 1/98	1,180.23	1,227.33	1,279.61	1,331.97	1,389.49	1,447.05
Apr. 1/99	1,206.20	1,254.33	1,307.76	1,361.27	1,420.06	1,478.89
PR 8						
Nov. 1/97	1,204.45	1,255.75	1,307.13	1,363.58	1,420.07	1,476.59
Nov. 1/98	1,227.33	1,279.61	1,331.97	1,389.49	1,447.05	1,504.65
Apr. 1/99	1,254.33	1,307.76	1,361.27	1,420.06	1,478.89	1,537.75
PR 9						
Nov. 1/97	1,255.75	1,307.13	1,363.58	1,420.07	1,476.59	1,533.08
Nov. 1/98	1,279.61	1,331.97	1,389.49	1,447.05	1,504.65	1,562.21
Apr. 1/99	1,307.76	1,361.27	1,420.06	1,478.89	1,537.75	1,596.58
PR 10						
Nov. 1/97	1,307.13	1,363.58	1,420.07	1,476.59	1,533.08	1,594.65
Nov. 1/98	1,331.97	1,389.49	1,447.05	1,504.65	1,562.21	1,624.95
Apr. 1/99	1,361.27	1,420.06	1,478.89	1,537.75	1,596.58	1,660.70
PR 11						
Nov. 1/97	1,363.58	1,420.07	1,476.59	1,533.08	1,594.65	1,656.27
Nov. 1/98	1,389.49	1,447.05	1,504.65	1,562.21	1,624.95	1,687.74
Apr. 1/99	1,420.06	1,478.89	1,537.75	1,596.58	1,660.70	1,724.87
PR 12						
Nov. 1/97	1,420.07	1,476.59	1,533.08	1,594.65	1,656.27	1,723.02
Nov. 1/98	1,447.05	1,504.65	1,562.21	1,624.95	1,687.74	1,755.76
Apr. 1/99	1,478.89	1,537.75	1,596.58	1,660.70	1,724.87	1,794.39
PR 13						
Nov. 1/97	1,476.59	1,533.08	1,594.65	1,656.27	1,723.02	1,794.95
Nov. 1/98	1,504.65	1,562.21	1,624.95	1,687.74	1,755.76	1,829.05
Apr. 1/99	1,537.75	1,596.58	1,660.70	1,724.87	1,794.39	1,869.29

	I	II	III	IV	V	VI
PR 14						
Nov. 1/97	1,533.08	1,594.65	1,656.27	1,723.02	1,794.95	1,866.82
Nov. 1/98	1,562.21	1,624.95	1,687.74	1,755.76	1,829.05	1,902.29
Apr. 1/99	1,596.58	1,660.70	1,724.87	1,794.39	1,869.29	1,944.14
PR 15						
Nov. 1/97	1,594.65	1,656.27	1,723.02	1,794.95	1,866.82	1,943.83
Nov. 1/98	1,624.95	1,687.74	1,755.76	1,829.05	1,902.29	1,980.76
Apr. 1/99	1,660.70	1,724.87	1,794.39	1,869.29	1,944.14	2,024.34
PR 16						
Nov. 1/97	1,656.27	1,723.02	1,794.95	1,866.82	1,943.83	2,025.97
Nov. 1/98	1,687.74	1,755.76	1,829.05	1,902.29	1,980.76	2,064.46
Apr. 1/99	1,724.87	1,794.39	1,869.29	1,944.14	2,024.34	2,109.88
PR 17						
Nov. 1/97	1,794.95	1,866.82	1,943.83	2,025.97	2,108.15	
Nov. 1/98	1,829.05	1,902.29	1,980.76	2,064.46	2,148.20	
Apr. 1/99	1,869.29	1,944.14	2,024.34	2,109.88	2,195.46	
PR 18						
Nov. 1/97	1,866.82	1,943.83	2,025.97	2,108.15	2,195.44	
Nov. 1/98	1,902.29	1,980.76	2,064.46	2,148.20	2,237.15	
Apr. 1/99	1,944.14	2,024.34	2,109.88	2,195.46	2,286.37	
PR 19						
Nov. 1/97	1,943.83	2,025.97	2,108.15	2,195.44	2,287.87	
Nov. 1/98	1,980.76	2,064.46	2,148.20	2,237.15	2,331.34	
Apr. 1/99	2,024.34	2,109.88	2,195.46	2,286.37	2,382.63	
PR 20						
Nov. 1/97	2,025.97	2,108.15	2,195.44	2,287.87	2,385.41	
Nov. 1/98	2,064.46	2,148.20	2,237.15	2,331.34	2,430.73	
Apr. 1/99	2,109.88	2,195.46	2,286.37	2,382.63	2,484.21	

APPENDIX 7 – SERVICE CLASSIFICATION AND PAY PLAN (SE)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to all employees of the Service (SE) bargaining unit.

ARTICLE S1 – HOURS OF WORK

S1.01 Hours of Work

S1.01 (a) *Institutional*

- (1) The hours of work shall be eighty (80) hours per two (2) week period, normally consisting of ten (10) eight (8) hour shifts.
- (2) During each shift, the Employer shall provide a period of sixty (60) minutes to provide for meal and rest periods, not to be taken in less than two breaks. Operational requirements may be such that these breaks may not be able to be taken off the premises.
- (3) Should an employee be recalled to duty during the time provided in Article S1.01(a)(2), time off during the shift shall be granted equal to the difference between the break time taken and the total break allowance. This provision shall be non-cumulative from one shift to another.
- (4) Where, in accordance with Article S1.01(a)(3), the difference between the break time taken and the break time allowance cannot be granted during the shift, the time shall be compensated at straight time rates and calculated at the end of each two (2) week period. The amount shall be calculated to the nearest half ($\frac{1}{2}$) hour.
- (5) The employees agree that lateness at the beginning or during a shift is to be avoided. An employee shall be noted as late for work if the employee does not report ready for work at the work station at the specified times. The cumulative latenesses shall be calculated at the end of each two (2) week period. The amount to be deducted shall be calculated at straight time rates to the nearest half ($\frac{1}{2}$) hour, and deducted from the employee's pay.
- (6) During the two (2) week period, employees shall wherever possible, receive two (2) days off in each calendar week, or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.
- (7) The Employer will endeavour, where possible, to provide that no employee will be scheduled to work more than seven (7) consecutive days in a two (2) week period.

- (8) Subject to the limitations of Article S1.04, the Employer shall provide that no employee will be scheduled to work more than five (5) consecutive night shifts in a two (2) week period.
- (9) The provisions of Article S1.01(a)(6), (7) and (8), do not preclude shift arrangements, acceptable to both the Employer and the employee(s).
- (10) Where, during a shift rotation, an employee may be required to work eleven (11) shifts in a two (2) week period, the eleventh shift shall not constitute overtime in that two (2) week period. Any time worked beyond nine (9) shifts in the succeeding two (2) week period will be paid for at overtime rates.
- (11) The Employer agrees to post shift schedules at least two (2) weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s) or for reasons as provided in Article S1.04.
- (12) Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- (13) Employees required to work rotating shifts (day, evening and night duty), shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Employer.
- (14) The Employer shall endeavour to provide each shift employee one (1) weekend in three (3), and will ensure one (1) weekend in four (4). This does not preclude shift arrangements, acceptable to both the Employer and the employee(s), in variance to the foregoing.
- (15) The Employer shall provide to all employees employed in laundries, one break period of ten (10) minutes per hour for each hour that the temperature continuously exceeds 95°F.
- (16) In no case shall the total break periods as defined in Articles S1.01(a)(2) and S1.01(a)(15) exceed one hundred (100) minutes.

(b) *Non-Institutional*

The normal work week for employees shall be thirty-five (35) hours per week and the normal daily hours shall be seven (7) hours, exclusive of meal breaks. Employees shall be entitled to two (2) rest periods per day totalling not more than thirty (30) minutes.

S1.02 No Guarantee of Hours

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work, but is a basis for computing overtime.

S1.03 Continuation of Existing Hours

It is agreed that hours of work now in effect shall remain unchanged during the lifetime of this Agreement.

S1.04 Deviations from Regular Schedules

It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, leaves of absence, absenteeism, temporary shortage of personnel and emergencies. Such deviations shall not be a violation of this contract.

ARTICLE S2 – PAY

S2.01 Pay

Employees in the Services bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

*S2.02 Split Shift Premium

An employee who is required to work a split shift shall receive a split shift premium of:

\$3.50 (effective April 1, 1998)

ARTICLE S3 – UNIFORMS AND PROTECTIVE CLOTHING

S3.01 Uniforms and Protective Clothing

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

*JOB CLASSIFICATIONS – SE		PAY GRADE
Assistant Chief Cook		SE 25
Assistant Food Service Supervisor		SE 20
Barber		SE 11
Chief Housekeeper		SE 23
Cook	3	SE 23
Cook's Helper		SE 18
Cosmetologist		SE 11
Domestic		SE 2
Food Service Supervisor	2	SE 26
	3	SE 27
Food Service Worker		SE 18
General Laundry Worker	1	SE 11
	2	SE 13
Head Food Service Worker		SE 20
Housekeeping Aide	1	SE 12
	2	SE 12
Laundry Worker	1	SE 13
	2	SE 18
Museum Assistant	1	SE 6
	2	SE 11
	3	SE 12
Museum Attendant	1	SE 2
	2	SE 4
Tailor		SE 15
Unit Housekeeping Supervisor		SE 14

Note 1: The Department of Human Resources, on the recommendation of the Deputy Head of the Department, may grant an increment for meritorious service after an employee, who is classified within SE 2 and SE 4, has served for a period of six (6) months following the effective date of appointment, or a change in his rate of compensation, whichever is later.

Note 2: An employee who is classified within the SE 2 and SE 4 and who has five (5) years of continuous employment shall receive a \$10.00 per month premium.

Schedule "A"

*SERVICE PAY PLAN – SE – BI-WEEKLY RATES
EFFECTIVE FROM NOVEMBER 1, 1997 – MARCH 31, 2000

	I	II	III
SE 2			
Nov. 1/97	679.44	689.09	
Nov. 1/98	692.35	702.18	
Apr. 1/99	707.58	717.63	
SE 4			
Nov. 1/97	698.73	708.36	
Nov. 1/98	712.01	721.82	
Apr. 1/99	727.67	737.70	
SE 5			
Nov. 1/97	708.36	717.95	727.60
Nov. 1/98	721.82	731.59	741.42
Apr. 1/99	737.70	747.68	757.73
SE 6			
Nov. 1/97	717.95	727.60	742.03
Nov. 1/98	731.59	741.42	756.13
Apr. 1/99	747.68	757.73	772.76
SE 7			
Nov. 1/97	732.45	746.86	756.51
Nov. 1/98	746.37	761.05	770.88
Apr. 1/99	762.79	777.79	787.84
SE 8			
Nov. 1/97	751.67	761.31	770.95
Nov. 1/98	765.95	775.77	785.60
Apr. 1/99	782.80	792.84	802.88

	I	II	III
SE 10			
Nov. 1/97	775.77	785.39	799.84
Nov. 1/98	790.51	800.31	815.04
Apr. 1/99	807.90	817.92	832.97
SE 11			
Nov. 1/97	785.39	799.84	814.26
Nov. 1/98	800.31	815.04	829.73
Apr. 1/99	817.92	832.97	847.98
SE 12			
Nov. 1/97	799.84	814.26	828.76
Nov. 1/98	815.04	829.73	844.51
Apr. 1/99	832.97	847.98	863.09
SE 13			
Nov. 1/97	814.26	833.56	852.81
Nov. 1/98	829.73	849.40	869.01
Apr. 1/99	847.98	868.09	888.13
SE 14			
Nov. 1/97	833.56	852.81	867.28
Nov. 1/98	849.40	869.01	883.76
Apr. 1/99	868.09	888.13	903.20
SE 15			
Nov. 1/97	852.81	867.28	886.59
Nov. 1/98	869.01	883.76	903.44
Apr. 1/99	888.13	903.20	923.32
SE 17			
Nov. 1/97	886.59	912.13	932.52
Nov. 1/98	903.44	929.46	950.24
Apr. 1/99	923.32	949.91	971.15

	I	II	III
SE 18			
Nov. 1/97	912.13	932.52	952.95
Nov. 1/98	929.46	950.24	971.06
Apr. 1/99	949.91	971.15	992.42
SE 20			
Nov. 1/97	952.95	978.48	1,004.00
Nov. 1/98	971.06	997.07	1,023.08
Apr. 1/99	992.42	1,019.01	1,045.59
SE 21			
Nov. 1/97	978.48	1,004.00	1,042.17
Nov. 1/98	997.07	1,023.08	1,061.97
Apr. 1/99	1,019.01	1,045.59	1,085.33
SE 22			
Nov. 1/97	1,004.00	1,042.17	1,081.78
Nov. 1/98	1,023.08	1,061.97	1,102.33
Apr. 1/99	1,045.59	1,085.33	1,126.58
SE 23			
Nov. 1/97	1,042.17	1,081.78	1,122.97
Nov. 1/98	1,061.97	1,102.33	1,144.31
Apr. 1/99	1,085.33	1,126.58	1,169.48
SE 24			
Nov. 1/97	1,081.78	1,122.97	1,165.57
Nov. 1/98	1,102.33	1,144.31	1,187.72
Apr. 1/99	1,126.58	1,169.48	1,213.85
SE 25			
Nov. 1/97	1,165.57	1,191.88	1,235.53
Nov. 1/98	1,187.72	1,214.53	1,259.01
Apr. 1/99	1,213.85	1,241.25	1,286.71

	I	II	III
SE 26			
Nov. 1/97	1,191.88	1,235.53	1,254.77
Nov. 1/98	1,214.53	1,259.01	1,278.61
Apr. 1/99	1,241.25	1,286.71	1,306.74
SE 27			
Nov. 1/97	1,235.53	1,254.77	1,290.75
Nov. 1/98	1,259.01	1,278.61	1,315.27
Apr. 1/99	1,286.71	1,306.74	1,344.21

APPENDIX 8 – TECHNICAL CLASSIFICATION AND PAY PLAN (TE)

In addition to those terms and conditions set forth in the Master Agreement, the following terms and conditions of employment shall apply to all employees of the Technical bargaining unit.

ARTICLE T1 – HOURS OF WORK

T1.01 Hours of Work

- (a) The normal work week shall be thirty-five (35) hours per week exclusive of meal breaks, except as provided in (b) and (c) below. When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, the employees shall work an average of seventy (70) hours, exclusive of meal breaks, on a fortnightly basis.
- (b) The normal hours of work for Counsellors employed with the Department of Community Services shall be nineteen hundred and fifty hours (1950) per year inclusive of meal breaks, rest periods, vacations and paid holidays. Working hours shall be averaged over a period not exceeding two hundred and twenty (220) days.
- (c) The normal work weeks for Stockkeepers, Road Transport Inspectors, Engineering Aides, Engineering and Survey Technicians, and Operations Supervisors shall be forty (40) hours per week.
- (d) Employees who are covered by T1.01(c) shall be entitled to five (5) additional days leave with pay each year. Such leave shall be granted in accordance with the provisions of Article 18.05.

T1.02 Overtime – Definitions

- (a) The present exclusions to overtime entitlement shall remain for the duration of this Agreement, with the exception that Senior Survey Technicians shall be deemed eligible for overtime compensation.
- (b) Employees excluded from overtime entitlement shall be entitled to time off with pay for overtime worked, with such time off to be at the straight time rate. Such time off will be scheduled in accordance with the mutual agreement of the employee and as operational requirements permit.

T1.03 Time Off in Lieu of Overtime

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

- (b) Where operational requirements permit, the Deputy Head may authorize an extension of time limits provided in (a) above.

T1.04 Compensation for Employees Excluded from Overtime Entitlement

Where operational requirements do not permit an employee who is excluded from overtime entitlement under Article T1.02(b) to be granted time off with pay in lieu of the overtime hours worked within a 12-month period, he/she shall be entitled to receive compensation for such accumulated hours. Compensation will be paid once per year, at the employee's regular straight-time rate of pay in respect to the hours accumulated as at March 1 in any year for which time off has not been scheduled.

T1.05 Variance in Hours

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

T1.06 Posting of Shift Schedules

The Employer agrees to post shift schedules at least two weeks in advance and that there will be no change in the posted shift schedules except with the consent of the employee(s), or in the event of an emergency or as provided in Article T1.07.

T1.07 Exchange of Shifts

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

T1.08 No Guarantee of Hours

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

T1.09 Work Schedules

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

T1.10 No Split Shifts

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

T1.11 Rotation of Shifts

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

T1.12 Rest Periods

Employees shall be entitled to two (2) rest periods per day totalling not more than thirty (30) minutes.

ARTICLE T2 – PAY

T2.01 Pay

Employees in the Technical bargaining unit shall be paid in accordance with the wage schedule attached to this Appendix.

ARTICLE T3 – PROTECTIVE CLOTHING

T3.01 Protective Clothing

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

*JOB CLASSIFICATIONS - TE			PAY GRADE
Agricultural Technician	1		TE 16
	2		TE 18
(Restricted)	3		TE 20
(Restricted)	4		TE 22
Aircraft Pilot	1		TE 25
(Restricted)	2		TE 27
Architectural Assistant	1		TE 22
	2		TE 24
(Restricted)	3		TE 26
Assessor			
(Restricted)	1		TE 18
(Restricted)	2		TE 23
(Restricted)	3		TE 25
(Restricted)	4		TE 28
Audio Visual Technician	1		TE 15
(Restricted)	2	(A)	TE 18
		(B)	TE 20
Auditor	1		TE 18
	2		TE 22
	3		TE 24
Buyer	1		TE 9
	2		TE 15
(Restricted)	3		TE 19
(Restricted)	4		TE 25
Case Aide			TE 10
Collection Officer	1		TE 20
(Restricted)	2		TE 22
(Restricted)	3		TE 25
Compliance Officer	1		TE 18
	2		TE 22
(Restricted)	3		TE 24
Construction Supervisor			TE 22
Counsellor	1		TE 13
	2	(A)	TE 18
		(B)	TE 21

JOB CLASSIFICATIONS - TE			PAY GRADE	
Dental Assistant	1	(A)	TE 6	
		(B)	TE 8	
	2		TE 11	
Deputy Sheriffs			TE 20	
Drafting and Illustration Technician	1	(A)	TE 11	
		(B)	TE 13	
	2	(A)	TE 17	
		(B)	TE 19	
(Restricted)	3		TE 22	
Energy Analyst			TE 22	
Environmental Technologist	1		TE 16	
	2	(A)	TE 18	
		(B)	TE 22	
Equipment Repair	1		TE 10	
Technician (Restricted)	2	(A)	TE 16	
		(B)	TE 18	
Financial Services Officer (Restricted)	1		TE 18	
	2		TE 22	
	3		TE 24	
Fisheries Technician (Restricted)	1		TE 11	
	2		TE 14	
	3		TE 19	
	4	(A)	TE 21	
		(B)	TE 24	
	5		TE 27	
(Restricted)	6		TE 29	
Forestry Technician (Restricted)	1	(A)	TE 11	
		(B)	TE 14	
	(Restricted)	2	(A)	TE 13
		(B)	TE 16	
		3		TE 19
	(Restricted)	4		TE 21
(Restricted)	5		TE 24	
Industrial Training and Certification Officer (Res.)	1		TE 23	
	2		TE 25	

JOB CLASSIFICATIONS - TE			PAY GRADE
Information Processing Technician (Restricted)	1		TE 9
(Restricted)	2		TE 13
(Restricted)	3		TE 17
(Restricted)	4		TE 19
(Restricted)	5		TE 22
Inspector (General)	1	(A)	TE 16
		(B)	TE 18
(Restricted)	2		TE 20
Inspector (Specialist)	1	(A)	TE 17
		(B)	TE 22
(Restricted)	2		TE 24
(Restricted)	3		TE 27
Legal Services Technician	1	(A)	TE 13
		(B)	TE 16
	2		TE 19
Library Assistant	1		TE 10
	2		TE 13
(Restricted)	3		TE 16
Mineral Technician	1		TE 14
	2		TE 17
Motor Vehicle Officer	1	(A)	TE 18
		(B)	TE 19
(Restricted)	2		TE 21
(Restricted)	3		TE 23
(Restricted)	4		TE 25
Museum Technician	1		TE 12
	2		TE 16
(Restricted)	3		TE 17
(Restricted)	4		TE 19
Photographer	1		TE 20
	2		TE 23
Photographic Technician	1		TE 6
(Restricted)	2		TE 10
(Restricted)	3	(A)	TE 13
		(B)	TE 17

Planning Technician	1		TE 16
	2	(A)	TE 19
		(B)	TE 22
(Restricted)	3		TE 24
Printing Technician	1		TE 5
	2	(A)	TE 9
		(B)	TE 12
(Restricted)	3		TE 15
(Restricted)	4		TE 24
Right of Way Officer	1	(A)	TE 17
		(B)	TE 19
	2		TE 23
Supply Technician	1		TE 16
(Restricted)	2		TE 18
(Restricted)	3		TE 23
Surveyor	1	(A)	TE 18
		(B)	TE 20
	2	(A)	TE 22
		(B)	TE 24
Survey Technician	1	(A)	TE 16
		(B)	TE 18
		(C)	TE 20
Engineering and Survey Technician	1	(A)	TE 16
		(B)	TE 18
		(C)	TE 20
		(D)	TE 22
Traffic and Engineering Technician (Restricted)	1		TE 16
	2		TE 19
	3		TE 22
Transportation/Court Security Officer (Justice)			TE 16

STAND-ALONE "A"

Accountant Dairy Commission (Agriculture and Marketing)	TE 24
Administrative Officer (Housing and Municipal Affairs)	TE 17
Administrative Officer (Environment/Natural Resources)	TE 21
Assistant Registrar Mineral Petroleum Titles (Natural Resources)	TE 24
Assistant Supervisor Public Health Inspectors (Health)	TE 25
Audio Production Controller (Speaker's Office)	TE 18
Chief Liquefied Petroleum Gas Inspector (Labour)	TE 23
Communications Technician (Transportation and Public Works)	TE 17
Contracts Technician (Housing and Municipal Affairs)	TE 18
Coordinator Assessment Manuals and Special Properties (Housing and Municipal Affairs)	TE 26
Coordinator Mapping and Technical Services (Housing and Municipal Affairs)	TE 25
Coordinator Marketing Services (Economic Development and Tourism)	TE 22
Coordinator of Revenue and Audit Services (Justice)	TE 24
Coordinator Vocational and Continuing Education (Agriculture and Marketing)	TE 22
Engineering Aide	1 TE 11
(Transportation and Public Works)	2 TE 16
Field Services Assistant (Natural Resources)	TE 13
Financial Aid Counsellor – Student Aid (Education)	TE 18
Financial Reporting Technician (Finance)	TE 18
Fishing Vessel Inspector (Fisheries)	TE 27
Incentive Program Assistant (Fisheries)	TE 16
Investment Officer (Finance)	TE 22
Marketing Assistant	TE 15
Master Chef (Government House)	TE 19
Mineral Technologist (Natural Resources)	TE 20
Operations Supervisor (Transportation and Public Works)	TE 24
Pharmacy Clerk (Nova Scotia Hospital)	TE 14
Public Health Inspector/Educator	TE 25
Public Health Inspector-in-Training (Health)	TE 3
Public Health Inspector (non-certified) (Health)	TE 12
Senior Communications Technician (Transportation and Public Works)	TE 19
Senior Reporting Technician (Finance)	TE 20
Senior Research Technician Crown Lands (Natural Resources)	TE 24

Supervisor, Volunteer Services (Nova Scotia Hospital)	TE 19
Stockkeeper – Fairview #5932 (Transportation and Public Works)	TE 19
Supervisor Ambulance Subsidy Programs (Health)	TE 22
Supervisor Athletic Centre (Agriculture and Marketing)	TE 18
Supervisor Outdoor Lighting Systems (Transportation and Public Works)	TE 24
Supervisor, Provincial Outfits	TE 24
Supervisor Residence Facilities #7447 (Agriculture and Marketing)	TE 20
Supervisor Special Services (Economic Development and Tourism)	TE 24
Supervisor Traffic Signal Systems (Transportation and Public Works)	TE 27
Supervisor Vendor Records/Tax Receipts (Finance)	TE 22
Technician, Air Photo Library and Whiteprint Unit	TE 14
Travel Counsellor (Economic Development and Tourism)	TE 18
Vendor Services Officer (Finance)	TE 22
Video Controller/Editor (Speakers Office)	TE 2
Whiteprint Machine Operator (Agriculture and Marketing/Natural Resources)	TE 7
Zone Controller (Emergency Measures Organization)	TE 22

STAND-ALONE "B"

Chief Accountant (Fisheries)	TE 25
Electronics Technologist (Transportation and Public Works)	TE 20
Financial Analyst Municipal Programs (Community Services)	TE 23
Inspector-Examiner Engine Operator License (Labour)	TE 27
Microphotography Technician (Transportation and Public Works)	TE 18
Payment Counsellor/Collection Officer 2 (Housing and Municipal Affairs)	TE 22
Photogrammetric Technician- 4 #1346, 1347 (Natural Resources)	TE 20
Senior Inspector Boiler Pressure Vessels (Labour)	TE 25
Supervisor Data Entry and Verification (Finance)	TE 24
Trust Accountant #128,132 (Justice)	TE 22

Schedule "A"

***TECHNICAL CLASSIFICATION AND PAY PLAN – TE – BI-WEEKLY RATES
EFFECTIVE FROM NOVEMBER 1, 1997 – MARCH 31, 2000**

	I	II	III	IV	V
TE 2					
Nov. 1/97	699.83	712.23	724.66	737.14	755.77
Nov. 1/98	713.13	725.76	738.43	751.15	770.13
Apr. 1/99	728.82	741.73	754.68	767.68	787.07
TE 3					
Nov. 1/97	712.23	724.66	737.14	755.77	774.49
Nov. 1/98	725.76	738.43	751.15	770.13	789.21
Apr. 1/99	741.73	754.68	767.68	787.07	806.57
TE 4					
Nov. 1/97	724.66	737.14	755.77	774.49	793.08
Nov. 1/98	738.43	751.15	770.13	789.21	808.15
Apr. 1/99	754.68	767.68	787.07	806.57	825.93
TE 5					
Nov. 1/97	737.14	755.77	774.49	793.08	811.74
Nov. 1/98	751.15	770.13	789.21	808.15	827.16
Apr. 1/99	767.68	787.07	806.57	825.93	845.36
TE 6					
Nov. 1/97	755.77	774.49	793.08	811.74	830.39
Nov. 1/98	770.13	789.21	808.15	827.16	846.17
Apr. 1/99	787.07	806.57	825.93	845.36	864.79
TE 7					
Nov. 1/97	774.49	793.08	811.74	830.39	855.27
Nov. 1/98	789.21	808.15	827.16	846.17	871.52
Apr. 1/99	806.57	825.93	845.36	864.79	890.69

	I	II	III	IV	V
TE 8					
Nov. 1/97	793.08	811.74	830.39	855.27	880.19
Nov. 1/98	808.15	827.16	846.17	871.52	896.91
Apr. 1/99	825.93	845.36	864.79	890.69	916.64
TE 9					
Nov. 1/97	811.74	830.39	855.27	880.19	905.03
Nov. 1/98	827.16	846.17	871.52	896.91	922.23
Apr. 1/99	845.36	864.79	890.69	916.64	942.52
TE 10					
Nov. 1/97	830.39	855.27	880.19	905.03	938.15
Nov. 1/98	846.17	871.52	896.91	922.23	955.97
Apr. 1/99	864.79	890.69	916.64	942.52	977.00
TE 11					
Nov. 1/97	855.27	880.19	905.03	938.15	969.62
Nov. 1/98	871.52	896.91	922.23	955.97	988.04
Apr. 1/99	890.69	916.64	942.52	977.00	1,009.78
TE 12					
Nov. 1/97	880.19	905.03	938.15	969.62	1,002.61
Nov. 1/98	896.91	922.23	955.97	988.04	1,021.66
Apr. 1/99	916.64	942.52	977.00	1,009.78	1,044.14
TE 13					
Nov. 1/97	905.03	938.15	969.62	1,002.61	1,035.57
Nov. 1/98	922.23	955.97	988.04	1,021.66	1,055.25
Apr. 1/99	942.52	977.00	1,009.78	1,044.14	1,078.47
TE 14					
Nov. 1/97	938.15	969.62	1,002.61	1,035.57	1,076.94
Nov. 1/98	955.97	988.04	1,021.66	1,055.25	1,097.40
Apr. 1/99	977.00	1,009.78	1,044.14	1,078.47	1,121.54

	I	II	III	IV	V
TE 15					
Nov. 1/97	969.62	1,002.61	1,035.57	1,076.94	1,118.67
Nov. 1/98	988.04	1,021.66	1,055.25	1,097.40	1,139.92
Apr. 1/99	1,009.78	1,044.14	1,078.47	1,121.54	1,165.00
TE 16					
Nov. 1/97	1,002.61	1,035.57	1,076.94	1,118.67	1,167.39
Nov. 1/98	1,021.66	1,055.25	1,097.40	1,139.92	1,189.57
Apr. 1/99	1,044.14	1,078.47	1,121.54	1,165.00	1,215.74
TE 17					
Nov. 1/97	1,035.57	1,076.94	1,118.67	1,167.39	1,216.04
Nov. 1/98	1,055.25	1,097.40	1,139.92	1,189.57	1,239.14
Apr. 1/99	1,078.47	1,121.54	1,165.00	1,215.74	1,266.40
TE 18					
Nov. 1/97	1,076.94	1,118.67	1,167.39	1,216.04	1,264.73
Nov. 1/98	1,097.40	1,139.92	1,189.57	1,239.14	1,288.76
Apr. 1/99	1,121.54	1,165.00	1,215.74	1,266.40	1,317.11
TE 19					
Nov. 1/97	1,118.67	1,167.39	1,216.04	1,264.73	1,313.46
Nov. 1/98	1,139.92	1,189.57	1,239.14	1,288.76	1,338.42
Apr. 1/99	1,165.00	1,215.74	1,266.40	1,317.11	1,367.87
TE 20					
Nov. 1/97	1,167.39	1,216.04	1,264.73	1,313.46	1,369.08
Nov. 1/98	1,189.57	1,239.14	1,288.76	1,338.42	1,395.09
Apr. 1/99	1,215.74	1,266.40	1,317.11	1,367.87	1,425.78
TE 21					
Nov. 1/97	1,216.04	1,264.73	1,313.46	1,369.08	1,424.70
Nov. 1/98	1,239.14	1,288.76	1,338.42	1,395.09	1,451.77
Apr. 1/99	1,266.40	1,317.11	1,367.87	1,425.78	1,483.71

	I	II	III	IV	V
TE 22					
Nov. 1/97	1,264.73	1,313.46	1,369.08	1,424.70	1,487.34
Nov. 1/98	1,288.76	1,338.42	1,395.09	1,451.77	1,515.60
Apr. 1/99	1,317.11	1,367.87	1,425.78	1,483.71	1,548.94
TE 23					
Nov. 1/97	1,313.46	1,369.08	1,424.70	1,487.34	1,549.90
Nov. 1/98	1,338.42	1,395.09	1,451.77	1,515.60	1,579.35
Apr. 1/99	1,367.87	1,425.78	1,483.71	1,548.94	1,614.10
TE 24					
Nov. 1/97	1,369.08	1,424.70	1,487.34	1,549.90	1,612.52
Nov. 1/98	1,395.09	1,451.77	1,515.60	1,579.35	1,643.16
Apr. 1/99	1,425.78	1,483.71	1,548.94	1,614.10	1,679.31
TE 25					
Nov. 1/97	1,424.70	1,487.34	1,549.90	1,612.52	1,675.04
Nov. 1/98	1,451.77	1,515.60	1,579.35	1,643.16	1,706.87
Apr. 1/99	1,483.71	1,548.94	1,614.10	1,679.31	1,744.42
TE 26					
Nov. 1/97	1,487.34	1,549.90	1,612.52	1,675.04	1,737.69
Nov. 1/98	1,515.60	1,579.35	1,643.16	1,706.87	1,770.71
Apr. 1/99	1,548.94	1,614.10	1,679.31	1,744.42	1,809.67
TE 27					
Nov. 1/97	1,549.90	1,612.52	1,675.04	1,737.69	1,800.22
Nov. 1/98	1,579.35	1,643.16	1,706.87	1,770.71	1,834.42
Apr. 1/99	1,614.10	1,679.31	1,744.42	1,809.67	1,874.78
TE 28					
Nov. 1/97	1,612.52	1,675.04	1,737.69	1,800.22	1,869.78
Nov. 1/98	1,643.16	1,706.87	1,770.71	1,834.42	1,905.31
Apr. 1/99	1,679.31	1,744.42	1,809.67	1,874.78	1,947.23

	I	II	III	IV	V
TE 29					
Nov. 1/97	1,675.04	1,737.69	1,800.22	1,869.78	1,946.33
Nov. 1/98	1,706.87	1,770.71	1,834.42	1,905.31	1,983.31
Apr. 1/99	1,744.42	1,809.67	1,874.78	1,947.23	2,026.94

APPENDIX 9 – LONG TERM DISABILITY PLAN

1. In this plan,
 - (a) “administrator” means the Plan Administrator appointed by the Trustees to administer the plan;
 - (b) “amount of coverage” means an employee’s bi-weekly benefit expressed as a percentage of normal salary;
 - (c) “disability”/“disabled” means the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupations pays not less than 80% of the current rate of the position, class and step he/she held prior to disability.
 - (d) “elimination period” means 100 consecutive work days of short-term illness leave or 100 days of short term illness due to the same or related causes, as defined in Article 22 of the applicable collective agreement;
 - (e) “normal salary” means an employee’s regular bi-weekly salary including any educational premium or unit premium received by the employee;
 - (f) “plan” means the Nova Scotia Public Service Long-Term Disability Plan;
 - (g) “pre-disability salary” means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;
 - (h) “regular duties” means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
 - (i) “rehabilitation employment program” means a mandatory program, as contained in Guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment as determined by the Trustees.
 - (j) “service” has the same meaning as defined in the applicable collective agreement;
 - (k) “Trustee” means a member of the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan.
2. In this plan,
 - (1) words importing male persons include female persons and corporations;
 - (2) words in the singular include the plural, and words in the plural include the singular.

Application

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

Effective Date of Coverage

4. (1) Participation in the Plan shall be a condition of employment.
- (2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.

Funding of the Plan

5. (1) The Plan will be funded from:
- (a) the monies in the Premium Stabilization Fund on the signing date of the agreement;
 - (b) any future premium, reductions from the Unemployment Insurance Commission and refunds from Group Life Insurance Premiums; in respect of employees participating in the Plan.
 - (c) income accruing to the Fund;
 - (d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 1.1% of the employee’s normal salary, to a maximum normal bi-weekly salary of \$2,857.14.
 - (e) contributions in respect of persons entering the plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan;
- (2) (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;
- (b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under this Plan.

Adjudication Right of Review

6. (1) When the Administrator has ruled that an employee is not eligible for benefits hereunder, the employee can appeal the decision through the Board of

Trustees of the Nova Scotia Public Service Long-Term Disability Plan, who will be responsible to schedule a medical appeal hearing in accordance with the Letter of Understanding #6 attached hereto.

- (2) The decision resulting from the appeal hearing shall be final and not subject to further review.

Eligibility for Benefits

7. (1) Subject to subsection (6), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period.
- (2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Section 8(7) during any one period of disability (and benefits shall cease at the cessation of the disability as determined by the administrator).
- (3) If the administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program he/she shall receive benefits as provided in Section 8(5).
- (4) An employee may be required by the Trustees to be assessed in accordance with Guidelines made pursuant to this Plan, and may be required by the Trustees to participate in a Rehabilitation Employment Program in accordance with guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits.
- (5) The Trustees shall have the absolute right to determine if an employee is capable of participating in an approved Rehabilitation Employment Program.
- (6) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless:
 - (a) the later disability is for causes unrelated to the prior disability, or;
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for 30 consecutive work days or more before the related disability recurred.
- (7) No benefits shall be payable under the Plan because of:
 - (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self-inflicted disability, or attempted self-destruction;

- (d) disability due to alcoholism or drug addiction, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and is under the continuous care of a licensed physician;
- (e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
- (f) where the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator.
- (g) pregnancy-related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;
- (h) disability which occurred at work and is deemed to be a fully compensable injury by the Workers' Compensation Board;
- (i) disability due to illness or injury which occurred after the employee was placed on layoff status.
- (j) an employee shall not be entitled to long-term disability benefits from this Plan if his/her disability resulted from illness or injury with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he has not been absent from work due to the aforementioned illness or injury;
- (k) an employee shall not be entitled to long term disability benefits from this Plan if he/she refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if he/she refuses to participate in a Rehabilitation Employment Program approved by the Trustees, unless the Trustees determine otherwise.

Amount of Coverage

- 8. (1) (a) The bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her pre disability salary to a maximum benefit of \$2,000.00 bi-weekly;
- (b) Where an employee, on the signing date of this agreement, has accumulated sick leave days available to him/her under the sick leave plan in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she will receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 70% under Section 8(1)(a). For each day topped up the employee's accumulated sickleave days shall be reduced by one full day.

- (2) For employees who are in receipt of benefits, contributions to the Public Service Superannuation Plan shall be made by the employee and contributions to the Canada Pension Plan shall be made by the Fund, on behalf of the employee, based on the current rate of pay for the position, class, and step he/she held prior to disability.
 - (3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long-term disability benefits. The premiums for the consolidated health care plan shall be paid by the employer.
 - (4) Employees, while on long-term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class, and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the employer.
 - (5) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay.
 - (6) Benefits under this plan will be increased annually on January 1, based on the statistics as published by Statistics Canada for the average increase to the Consumer Price Index for Canada for the preceding twelve-month period ending October 31 of each year, providing that in no case shall the increase exceed 6%.
 - (7) The benefits shall cease at the earliest of:
 - (a) the last day of the month in which the employee attains 65 years of age;
 - (b) returning to work;
 - (c) death of the employee;
 - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan.
 - (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the *Public Service Superannuation Act*.
9. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan at the date of disability;

- (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the employer;
- (3) the amount of income received from rehabilitative employment in accordance with subsection 5 of Section 8;
- (4) the amount of Workers' Compensation payments, received by the employee, except permanent partial disability awards;
- (5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan.
- (6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than seventy percent (70%) compensable by the Workers' Compensation Board;
- (7) the amount of income received by an employee from self-employment as set out in Guidelines made pursuant to this Plan;
- (8) the amount of earnings recovered through a legally enforceable cause of action against some other person or corporation.

Termination of an Employee's Coverage

10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
 - (1) one hundred days prior to the end of the month in which the employee reaches age 65;
 - (2) the date the employee occupies a position that is not eligible for coverage in accordance with Section 3;
 - (3) the date of the employee's termination of service.
11. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions.

Amendments

12.
 - (1) This Plan may be amended from time to time by the Parties, after consultation with the Trustees.
 - (2) The Plan Administrator shall consistently apply the Plan in accordance with the Guidelines made pursuant to the Plan.
 - (3) The Trustees shall make Guidelines for the purpose of administration of the Plan respecting:
 - (a) Rehabilitation Employment Programs,
 - (b) medical assessments,
 - (c) self-employment,

- (d) determination of eligibility, including the definition of “complete inability”, and may make Guidelines respecting such other matters as are necessary in the opinion of the Trustees, to administer the Plan.

Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees.

Termination of the Plan

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

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

15. Transition

Notwithstanding any provision of this Plan, as amended, any employee who, as of April 6, 1992, or within six months following that date,

- (a) met the definition of "disability" under the old Plan,
- (b) is receiving benefits pursuant to the old Plan, and
- (c) becomes disentitled to benefits as a result of the amendments to the old Plan, shall continue to receive the benefit set out in Section 8(1) of the Plan for a maximum of six months, or until October 6, 1992, whichever occurs first.

In addition, such employee who meets (a), (b), and (c) above shall be entitled to return to his/her own job until October 6, 1992, or a total of 36 months from the date of his/her disability, whichever occurs first.

16. Placement/Severance

- (1) An employee who is not entitled to return to his/her own position, and who has been disentitled to benefits pursuant to this Plan, and who within 15 days of receipt by registered mail of notice that he/she has been disentitled to benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, but not the displacement rights, as contained in the layoff and recall provisions of the collective agreement.
- (2) The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt to facilitate the placement of all affected employees.

17. Severance

Employees who have been disentitled to benefits under this Plan shall be entitled to receive severance payments in accordance with the provisions of the collective agreement.

18. Subrogation

- (1) Where a long-term disability benefit is payable for an injury or illness for which any third party is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee against the third party, to recover damages

in respect of the injury or death, and may maintain an action in the name of such employee against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to

- (a) payment of the costs actually incurred in respect of the action, and
 - (b) reimbursement to the Trustees of any disability benefits paid, and the balance, if any, shall be paid to the employee whose rights were subrogated.
- (2) Any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein.
- (3) An employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation.

Scheduled On-going Medical Treatments or Therapy

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

Medical Appeal System

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

Geographic Location for the Purposes of Job Placement

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

**APPENDIX 10 – 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.

***APPENDIX 11 – DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS**

DEPARTMENTS

Agriculture and Marketing
Business and Consumer Services
Community Services
Economic Development and Tourism
Education and Culture
Environment
Finance
Fisheries and Aquaculture
Health
Housing and Municipal Affairs
Human Resources
Justice
Labour
Natural Resources
Nova Scotia Hospital
Transportation and Public Works

AGENCIES, BOARDS, AND COMMISSIONS

Aboriginal Affairs
Acadian Affairs
Communications Nova Scotia
Executive Council Office
Government House
Human Rights Commission
Intergovernmental Affairs
NS Utility and Review Board
NS Sport and Recreation Commission
NS Securities Commission
NS Primary Forest Marketing Board
NS Advisory Council on the Status of Women
NS Alcohol and Gaming Authority

AGENCIES, BOARDS, AND COMMISSIONS (continued)

NS Boxing Authority
NS Gaming Corporation
NS Police Commission
Office of the Legislative Counsel
Office of the Speaker
Office of the Premier
Office of the Ombudsman
Office of the Auditor General
Priorities and Planning Secretariat
Protocol Office
Public Prosecutions Services
Technology and Science Secretariat
Workers' Compensation Appeal Tribunal

APPENDIX 12 – REGIONS PURSUANT TO ARTICLE 34

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