



CIVIL SERVICE EDC COLLECTIVE AGREEMENT

between

**Her Majesty the Queen in Right of the Province of Nova Scotia
represented by the Public Service Commission**

and

Nova Scotia Government & General Employees Union

APRIL 1, 2008 TO MARCH 31, 2012

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PREAMBLE

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

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 DEFINITIONS

For the purpose of this Agreement:

- (a) "Bargaining Unit" means all the probationary, permanent, term and temporary employees of the Employer in the Educational Classification and Pay Plan (EDC) established under the *Civil Service Collective Bargaining Act* as set out in Article 2.01, except those employed in a managerial or confidential capacity.
- (b) "Daily rate of pay" means an employee's bi-weekly rate of pay divided by ten (10).
- (c) "Employee" means a person who is included in the bargaining unit.
- (d) "Employer" means Her Majesty the Queen in the Right of the Province through the agency of the Public Service Commission.
- (e) "Holiday" means:
 - (i) 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;
 - (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.
- (f) "Leave of Absence" means absent from work with permission.
- (g) "Lockout" includes the closing of a place of employment, a suspension of work or a refusal by the Public Service Commission 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.
- (h) "Spouse" includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.

- (i) "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.
- (j) "Union" means the Nova Scotia Government & General Employees Union.
- (k) "Seniority" shall be defined as the length of continuous service dating from the last date of appointment to the Civil Service.

1.02 SERVICE

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

- (a)
 - (i) Total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*, and
 - (ii) Total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Appendix 4, has been a combination of full-time and unbroken non-civil service and civil service employment.
- (b)
 - (i) 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.
 - (ii) 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.
 - (iii) For the purposes of Article 1.02 (b)(i) and 1.02 (b)(ii), service related benefits are vacation, sick leave and Public Service Award.
 - (iv) 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 in the Educational and related Classification and Pay Plan (EDC).

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 his/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 his/her position.
- (b) The Employer shall endeavor 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 Public Service Commission and copies shall be forwarded to the Union.

9.05 BARGAINING UNIT INFORMATION

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

ARTICLE 10 - APPOINTMENT

10.01 PROBATIONARY PERIOD

An employee may be appointed to a faculty position on a probationary basis for a period not to exceed thirty-six (36) month).

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 pre-tenure basis.
- (b) The Employer shall, after the employee has served in a position on a probationary basis for a period of thirty-six (36) months, confirm the appointment on a pre-tenure basis.
- (c) In exceptional cases, the President may award tenure on appointment.

10.03 TERMINATION OF PROBATIONARY APPOINTMENT

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

10.04 TERM APPOINTMENT

The Employer may, where it is anticipated that an assignment 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 assignment.

10.05 TERMINATION OF TERM APPOINTMENT

The Employer or Deputy Head may terminate a term appointment pursuant to Article 10.04 and Article 10.13 at any time.

10.06 CHANGE OF TERM STATUS

- (a) The Employer may change the status of an employee appointed under the provisions of Article 10.04 to probationary, permanent or temporary.
- (b) If the term appointment exceeds two (2) years, or the initial term appointment is renewed resulting in total combined periods of more than two (2) consecutive years, the incumbent term employee so affected shall have his/her status changed to that of permanent employee upon the completion of the two (2) years' service. For the purpose of this Article, "service" is calculated from the date of last appointment to the Civil Service.

10.07 RE-EMPLOYMENT IN FORMER POSITION

The Employer shall confirm the appointment permanent on the effective date of

the probationary appointment, a permanent employee whose employment was terminated for any reason and who is reappointed the employee's former position within a year from the date of such termination.

In this case, the term "former position" refers to the same position title, to the same unit, within the same department or institution where previously employed.

10.08 TERMINATION NOTICE

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

10.09 PAY IN LIEU OF TERMINATION NOTICE

Where less notice in writing is given than provided for, employees terminated in accordance with the provisions of Article 10.08, the employee shall continue to receive his/her pay for the number of days prior to the date of termination.

10.10 WRITTEN REASONS FOR TERMINATION

An employee employed in a position on a probationary or term basis shall be given the reasons for termination in writing, if he/she so requests, within the period of notice pursuant to Article 10.08.

10.11 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.

10.12 TERM APPOINTMENTS (TERMINAL)

Where an employee with pre-tenure status is denied tenure in accordance with the Promotion and Tenure article, they shall be granted a twelve (12) month term (terminal) appointment.

***10.13 TERM APPOINTMENT (INDUSTRY RESEARCH CHAIR)**

- (a) Appointments to Industry Research Chair faculty positions shall be on a term basis and may have a duration of from twelve (12) months, up to sixty (60) months. Appointments may be extended for a period up to an additional thirty-six (36) months.
- (b) In the event that an Industry Research Chair is eligible for promotion pursuant to either 11.05(c) or 11.05(d) the incumbent may apply for promotion. The provisions of Article 11 relating to promotion shall apply except that the evaluation of satisfactory teaching (when applying for Associate Professor) and excellence in teaching (when being considered for Professor) will be assessed in accordance with the nature and extent of the assigned teaching workload for an Industry Research Chair.
- (c) An Industry Research Chair appointment may be renewed without competition, the incumbent shall be notified of the renewal in a timely fashion.
- (d) Industry Research Chair appointments shall carry a maximum teaching load of two (2) courses or four (4) modules per academic year.
- (e) In the event that an Industry Research Chair is awarded a faculty position he/she shall receive credit towards his/her probationary period under Article 10.01 on a month for month basis.
- (f) Where an employee is denied tenure, they shall be granted a twelve (12) month term (terminal) appointment in accordance with Article 10.12.
- (g) In exceptional cases, the President may award tenure on appointment.

***10.14 CANADA RESEARCH CHAIRS**

- (a) Canada Research Chair appointments shall be covered by the provisions of the Collective Agreement, except that the Employer and the employee may agree to a salary modifier in addition to the rates of pay set out in Schedule "A". The salary modifier shall be in place only while the employee holds the Canada Research Chair appointment.
- (b) In the event that a Canada Research Chair is eligible for promotion and/or tenure pursuant to Article 11, the incumbent may apply for promotion and/or tenure. The provisions of Article 11 shall apply except that the evaluation of satisfactory teaching (when applying for Associate Professor) and excellence in teaching (when being considered for Professor) will be assessed in accordance with the nature and extent of the assigned

teaching workload for a Canada Research Chair.

10.15 APPLICATION

Articles 10.04, 10.06 and 10.07 will not apply to Article 10.13 or Article 10.14.

10.16 LETTER OF APPOINTMENT

All new appointees to NSAC faculty will receive a letter from the President concerning their appointment, which shall normally include the following:

- i. Date of appointment and termination date where appropriate
- ii. rank,
- iii. salary, and
- iv. nature of appointment.

ARTICLE 11 - PROMOTION & TENURE

11.01 INTRODUCTION

The objectives of the Promotion and Tenure process described in this Article are to encourage and reward excellence in teaching, research, and scholarly activity, and service. The College will assist faculty members in achieving these objectives through the provision of opportunities for professional development. The College also undertakes to respect the academic freedom of faculty members. Faculty members will strive for excellence in the discharge of their duties, and will undertake to maintain a cooperative and collegial atmosphere in the college community. Promotion will be recommended, according to the procedures outlined in this document, on the basis of merit. All academic ranks will be open to all faculty members on that basis, regardless of the candidate's terminal degree. There shall be no limit on the number of Faculty members in any rank.

11.02 COVERAGE

- (a) Faculty who had permanent status prior to July 19, 1999 are deemed to have tenure and have earned their rank.
- (b) The procedures described in this document will apply to candidates for the following:
 - (i) Awarding of tenure (permanent status)
 - (ii) Promotion from Lecturer to Assistant Professor
 - (iii) Promotion from Assistant Professor to Associate Professor

- (iv) Promotion from Associate Professor to Professor
- (c) Progress through the steps within a rank, as described in the current Collective Agreement, will be automatic if performance is determined to be satisfactory, and will be based on time served and a satisfactory annual appraisal. The onus will be on Administration to show that a faculty member does not warrant a salary increment to a higher step within a rank, if such an increment is not awarded due to unsatisfactory performance. A faculty member not awarded such an increment may appeal this decision using the grievance procedure presented in Article 27.

11.03 SPECIFIC ACTIVITIES TO BE USED FOR EVALUATION OF TEACHING, SCHOLARSHIP AND SERVICE

Specific items to be evaluated in the promotion and tenure process are listed below. This list is meant to provide guidance to the Candidate, the Promotion and Tenure Committee (PTC), and the President, but the examples listed are not exhaustive; it is not the intention that the items listed in each category be given equal weight, or that evidence of other appropriate activities be excluded. The Candidate is encouraged to submit evidence of achievement in an activity relevant to his/her position even if the activity is not listed. Note that Candidates are not expected to participate in all of the items listed.

- (a) *Teaching*
 - (i) Classroom and laboratory teaching
 - (ii) Supervision of students in research and independent study programs
 - (iii) Supervision and training of graduate students, post-doctoral fellows, visiting scientists, and others
 - (iv) Instruction in vocational, extension, international, and continuing education programs consistent with the mandate of the College
 - (v) Development and updating of courses, academic and vocational programs
 - (vi) Leadership in activities that foster academic life and enhance the experience of students (colloquia, seminars, clubs, discussion groups)
 - (vii) Professional development activities, e.g. teaching workshops and symposia
 - (viii) Other appropriate activities

(b) *Scholarship*

- (i) Original research, analysis, or criticism, and publication thereof in peer-reviewed media
- (ii) Production of original works in the arts
- (iii) Research presentations and reports (non-reviewed)
- (iv) International research and development
- (v) Design, development, and dissemination (through publication, patenting, public release, etc.) of new technology, including equipment, processes and germplasm
- (vi) Innovative demonstration, evaluation, or extension of new technology
- (vii) Editorial and reviewing activities
- (viii) Professional development activities, including participation in conferences, workshops, courses, and visits
- (ix) Development of instructional materials, textbooks, software and innovative teaching methods
- (x) Appropriate consulting activities
- (xi) Other appropriate activities

(c) *Service*

- (i) Service on College committees
- (ii) Service on external committees and boards (including those of professional, educational, and learned societies; government advisory committees; producer and industry groups; other appropriate committee service)
- (iii) Administration (including service as Department Head, other departmental administration, Associate Dean, Archivist, organizer of conferences and symposia, and other administrative duties)
- (iv) Student activities (including recruitment, academic advising, coaching, and international student exchange).

- (v) Faculty development (including assisting other faculty with research, management, and teaching skills)
- (vii) Extension (including advisory, international, and laboratory services)
- (viii) Other appropriate service

11.04 APPOINTMENTS

New faculty who possess or have completed the requirements for their Ph.D. degrees will be appointed to the rank of Assistant Professor or higher, as experience warrants. Those who possess Masters or Baccalaureates as terminal degrees will be appointed to the rank of Lecturer or higher, as experience warrants.

11.05 ELIGIBILITY FOR PROMOTION AND TENURE

Academic and Professional qualifications are normally an earned doctorate in the appropriate discipline. In exceptional cases, where the candidate has a Masters degree and experience in the discipline or profession, candidates may be awarded tenure.

DEFINITIONS

In this policy the words “satisfactory” and “excellent” are used to describe performance. These words are to be interpreted as follows:

Satisfactory teaching is teaching performance of high quality. The trend over a period of time should demonstrate continual improvement.

Satisfactory scholarship is active involvement in research or scholarly activity. The quality of the work must meet the standards appropriate to the area of activity.

Satisfactory service is a positive record of participation in service activities.

Excellent teaching is teaching that is recognized for its high quality and effectiveness by peers and students.

Excellent scholarship is work of a quality that is regionally, nationally or internationally recognized.

Excellent service is a record of outstanding leadership in service activities.

(a) Tenure

- (i) A faculty member will normally be considered for tenure (permanent appointment) on the basis of performance during the forty-eight (48) months following initial appointment. A successful Candidate will normally be awarded tenure within sixty (60) months after his/her initial appointment. In exceptional cases, the President may award tenure on appointment.
- (ii) Recommendations for tenure shall be made according to the process set out in Article 11.07.
- (iii) To be granted tenure, the candidate must have the appropriate academic and professional qualifications and demonstrate progressive satisfactory performance in teaching, scholarship and service, and is, in the judgement of the Promotion and Tenure Committee, a person who will contribute to the growth and stature of the College.

(b) Promotion from Lecturer to Assistant Professor

- (i) Lecturers hired with Master degrees and no relevant experience will be eligible to apply for promotion to the rank of Assistant Professor after three (3) years of service. Lecturers hired with Baccalaureates and no relevant experience will be eligible to apply for promotion to the rank of Assistant Professor after eight (8) years of service (reduced to three (3) years of service upon completion of a Master's degree). Length of service required before a Lecturer is eligible for promotion to Assistant Professor may be reduced for Candidates with relevant prior experience. The extent of this reduction will be determined at the time of appointment.
- (ii) For those candidates not holding an earned Doctorate, promotion will be awarded based on evidence of satisfactory teaching, scholarship, and service. Application shall be made using the process given in Article 11.06.
- (iii) Faculty at the rank of Lecturer will be automatically promoted to Assistant Professor upon completion of a Doctorate.

(c) Promotion from Assistant Professor to Associate Professor

- (i) Faculty members will be eligible to apply for promotion to the rank of

Associate Professor upon completion of five (5) years of service at the rank of Assistant Professor. Length of service required before an Assistant Professor is eligible for promotion to Associate Professor may be reduced for Candidates with relevant prior experience. The extent of this reduction will be determined at the time of appointment. Under exceptional circumstances, the required length of service may also be reduced, at the discretion of the President, in recognition of excellent performance.

- (ii) Application will be made using the process set out in Article 11.06.
 - (iii) Promotion will be awarded on the basis of evidence of satisfactory teaching, scholarship, and service.
- (d) Promotion from Associate Professor to Professor
- (i) Faculty members will be eligible to apply for promotion to the rank of Professor upon completion of eight (8) years of service at the rank of Associate Professor. Length of service required before an Associate Professor is eligible for promotion to Professor may be reduced for Candidates with relevant prior experience. The extent of this reduction will be determined at the time of appointment. Under exceptional circumstances, the required length of service may also be reduced, at the discretion of the President, in recognition of excellent performance.
 - (ii) Application shall be made using the process set out in Article 11.06.
 - (iii) Promotion will be awarded on the basis of evidence of excellent teaching, scholarship, and satisfactory service.

11.06 THE PROMOTION PROCESS

- (a) Responsibilities of the Candidates, the Promotion and Tenure Committee, Department, and President in the promotion process.

Responsibilities of the Candidate

Normally, the Candidate will initiate the promotion process. The Candidate will assemble a dossier documenting evidence of achievement in the categories listed in Article 11.03. The Candidate will request the Head of the Department to conduct a departmental assessment of his/her suitability for promotion. The Candidate is expected to pursue promotion with due diligence.

Responsibilities of the Department Head

It is the responsibility of the Department Head to ensure that applications for promotion are considered promptly, fairly, and openly in accordance with

the procedures set out in Article 11.06. When notified that a Department member is seeking promotion, a Departmental assessment of the Candidate's suitability for promotion will be prepared. This assessment, which will be based on the criteria listed in Article 11.03, must represent a summary of the opinions of tenured faculty members within the Department and contain a definitive recommendation. The assessment will be included in the dossier. The Department may initiate the promotion process for a deserving Faculty Member who has not applied for promotion. In the event that the candidate is the Department Head, the President shall designate an alternate to carry out the responsibilities of the Department Head.

Responsibilities of the President

It is the responsibility of the President to ensure that applications for promotion are considered promptly, fairly, and openly in accordance with the procedures set out in Article 11.06, and to facilitate the process as required. The President will make decisions on promotion applications, giving due consideration to the recommendations of the Promotion and Tenure Committee, and will be bound by the Appeals process outlined in Article 11.06 (c). The President may initiate the promotion process for a deserving faculty member who has not applied for promotion.

Responsibilities of the Promotion and Tenure Committee

It is the responsibility of the Promotion and Tenure Committee to ensure that applications for promotion are considered promptly, fairly, and openly in accordance with the procedures set out in Article 11.06 (b). The Committee is responsible for overseeing the progress of applications through the entire process, and for advising applicants on their rights and responsibilities. The Committee makes a recommendation regarding the suitability of the Candidate for promotion.

(b) Promotion Procedure

- (i) The promotion process is initiated when the Candidate submits a supporting dossier to the Department by April 30. The dossier shall include supporting information on teaching (see Article 11.12), scholarship and service.
- (ii) The Department Head solicits opinions of the tenured faculty members, in the Department, as to the suitability of the Candidate for promotion and prepares a written summary of these opinions and provides a definitive recommendation of the Candidate's suitability for promotion by July 31. This assessment is made available to the Candidate, who may make a written response. If the Candidate wishes to proceed with the application, the dossier, Departmental assessment, and any response by the Candidate are forwarded to the PTC by September 1.

- (iii) The PTC reviews the evidence submitted, and advises the Candidate of any missing information.
- (iv) A minimum of three external reviews of the Candidate's scholarship will normally be solicited by the Committee in the case of applications for promotion to the rank of Professor. The Candidate will submit a list of at least three qualified referees. Referees must not be NSAC faculty, the Candidate's present or former research collaborator (within the last six (6) years), or the Candidate's thesis supervisor. Of the reviews solicited by the committee, two may be from referees nominated by the Candidate. The Committee may, at its discretion, solicit additional reviews from the Candidate's nominees or from a competent authority of the Committee's choice.
- (v) Following the initial review, the PTC may meet with the Candidate. The purpose of the meeting shall be to provide an opportunity for the Candidate to present the case for promotion and to initiate discussion of the application. The PTC and/or Candidate, by mutual agreement, may invite other persons to the meeting for the purpose of clarifying information they contributed to the dossier. The PTC may choose to meet with the Candidate's Department Head(s), in the presence of the Candidate, for discussion of the departmental assessment. In the event that the Candidate is a Department Head, the Department will appoint a designate to discuss the Departmental assessment.
- (vi) The Candidate shall have an opportunity to update the dossier. The update shall be limited to material documenting activities conducted before September 1.
- (vii) In arriving at its recommendation, the PTC may consider no material in addition to that contained in the dossier or made available during the procedure outlined in Articles 11.06 (b) (i) through 11.06 (b) (vi), unless the candidate has been given the opportunity to address the additional material. It shall consider no anonymous material.
- (viii) The PTC makes a written recommendation, which is added to the dossier and forwarded to the President by March 1.
- (ix) The President evaluates the accumulated information in the dossier, makes a decision, and informs the Candidate by May 1 .
- (x) If the decision is positive, a recommendation is forwarded to the Public Service Commission for implementation on July 1.

- (xi) If the decision is negative, the Candidate is informed in writing by the President of the recommendations of the PTC and the President, and of the reasons for non-promotion. If the President's decision is counter to the recommendation of the PTC, the President shall present written reasons for the decision to the Committee.
- (c) Appeals of Promotion Decisions
- (i) There shall be no appeal when the decision to deny promotion is unanimous on the part of the President, the Department, and the PTC.
 - (ii) If the decision to deny promotion is not unanimous, the Candidate may make a request to the President, within fifteen (15) days of notice of denial of promotion, to have the application reconsidered by the Promotion and Tenure Appeal Committee (PTAC). The President will initiate the formation of this Committee.
 - (iii) The PTAC reviews the case and makes a final decision within one month after the appeal is initiated, but no later than June 16. In reaching a final decision, the PTAC shall hear arguments from the Candidate, the PTC, and the President. The PTAC may seek clarification from other persons or groups who contributed to the dossier. The PTAC advises the Candidate, the President, the Department, and the PTC of its decision.
 - (iv) The PTAC's decision is binding on all parties. If the decision is positive, the President recommends to the Public Service Commission that the Candidate be promoted retroactive to July 1.
- (d) Re-application

When promotion is denied, the faculty member will normally wait two (2) years after the original date of application before reapplying.

11.07 THE TENURE PROCESS

- (a) Responsibilities of the Candidate, the Promotion and Tenure Committee, the Department Head, and President in the tenure process.

Responsibilities of the Candidate

The Candidate will assemble a dossier documenting evidence of achievement in the categories listed in Article 11.03. The Candidate is expected to pursue tenure with due diligence.

Responsibilities of the Department Head

It is the responsibility of the Department Head to ensure that applications

for tenure are considered promptly, fairly, and openly in accordance with the procedures set out in Article 11.07. The Department Head initiates the process leading to the awarding of tenure to the Candidate. The Department Head will prepare a Departmental assessment of the Candidate's suitability for tenure. This assessment, which will be based on the criteria listed in Article 11.03, must represent a summary of the opinions of tenured faculty members within the department and contain a definitive recommendation. The assessment will be included in the dossier.

Responsibilities of President

It is the responsibility of the President to ensure that applications for tenure are considered promptly, fairly, and openly in accordance with the procedures set out in Article 11.07. The President will award tenure, giving due consideration to the recommendations of the Promotion and Tenure Committee, and the Promotion and Tenure Appeals Committee. Decisions on applications for tenure will be communicated promptly to the Public Service Commission.

Responsibilities of the Promotion and Tenure Committee

It is the responsibility of the Promotion and Tenure Committee to ensure that applications for tenure are considered promptly, fairly, and openly in accordance with the procedures set out in Article 11.07. The Committee is responsible for overseeing the progress of applications through the entire process, including appeals, and for advising applicants on their rights and responsibilities. The Committee makes a recommendation regarding the suitability of the Candidate for tenure.

(b) Tenure Procedure

- (i) The Candidate shall prepare a dossier containing supporting information on teaching (See Article 11.12), scholarship, and service. A copy of all annual appraisals made during the probationary period shall be included in the dossier. The dossier will normally be completed during the forty-eight (48) months following the Candidate's appointment, unless the candidate requests and is granted a twelve (12) month deferral (see Article 11.07 (b) (ii)). The candidate may submit the dossier to the Department Head and may request the initiation of the tenure process.
- (ii) The tenure process shall be initiated by the Candidate's Department Head no later than forty-eight (48) months after the appointment or earlier, as described in Article 11.05 (a) (i) by notifying the PTC that the Candidate must be considered for tenure. The process may be deferred for one year, by request of the Candidate to the President. This deferral may be granted at the President's discretion. Deferral must be requested, and the decision made, before the end of the forty-

eighth (48th) month following appointment.

- (iii) The Department Head shall request the Candidate's dossier.
- (iv) The Department Head solicits opinions, in written form, of the tenured faculty members, in the Department, as to the suitability of the Candidate for tenure, and prepares a written summary of these opinions and provides a definitive recommendation of the Candidate's suitability for tenure. This assessment is made available to the Candidate, who may make a written response. This material is added to the dossier and forwarded to the Promotion and Tenure Committee not more than three (3) months after the application is initiated. Candidates applying prior to forty-eight (48) months may withdraw the application at this point.
- (v) The PTC shall study the dossier submitted by the Department Head. It shall consider no anonymous material.
- (vi) Following such study, the PTC may meet jointly with the Candidate and Department Head. The purpose of the meeting is to initiate discussion and to provide opportunity for both the Candidate and the Department Head to present their positions with respect to tenure.
- (vii) In arriving at a decision, the PTC shall consider only the material made available in Article 11.07 (b) (v), unless the candidate has been given the opportunity to address the additional material.
- (viii) The PTC makes a written recommendation to award or deny tenure, which is added to the dossier and forwarded to the President no later than six (6) months after the application is initiated.
- (ix) The President evaluates the information in the dossier. Before reaching a decision, the President may choose to meet with any or all of, individually or as a group, the Candidate, the Department Head, and the PTC for the purpose of clarification of their respective positions. The President makes a decision to award or deny tenure.
- (x) The President informs the Candidate of the decision by letter no later than eight (8) months after the application is initiated.
- (xi) If the decision is positive, the President recommends to the Public Service Commission that the Candidate receive tenure (permanent status).
- (xii) If the decision is negative, the Candidate is informed in writing by the President of the recommendations of the PTC and the President, and

of the reasons for the decision. If the President's decision is counter to the recommendation of the PTC, the President shall present written reasons for the decision to the Committee.

(c) Appeals of Tenure Decisions

- (i) If tenure is not granted, the Candidate may request to the President within fifteen (15) days of notice of denial of tenure, to have the case reconsidered by the PTAC. The President will initiate formation of the PTAC.
- (ii) The PTAC shall review the case. The PTAC shall call a hearing to receive arguments from the Department Head, the PTC, the President and the Candidate. The Candidate shall be permitted to bring one (1) other colleague to assist with presentation of the case. There shall be reasonable opportunity for the Candidate to present his/her case.
- (iii) The PTAC makes a recommendation which is given to the Deputy Minister no later than twelve (12) months after the application for tenure.
- (iv) The Deputy Minister makes a final decision regarding the application, informing the Candidate, President, the PTAC and the Department. Written reasons will be supplied to support the decision.

(d) Denial of Tenure

When tenure is denied, the Candidate shall be offered a temporary appointment with the same bi-weekly salary classification for a further period of twelve (12) months, following which employment will be terminated.

11.08 PROMOTIONS AND TENURE COMMITTEE

(a) Committee membership and length of term

- (i) The PTC shall consist of six (6) tenured faculty members of which at least four (4) are full Professors who are not members of the Executive Committee. Each academic department shall have at least one (1) member on the committee and three (3) of the Professors must be from different academic departments.
- (ii) Committee members will serve staggered three (3) year appointments with two (2) members elected each year.

(b) Nomination and Election of Committee Members

- (i) Election of Committee members will take place each year when other Faculty Council Committees are elected. The Procedures Committee will call for nominations. All faculty members shall have the opportunity to nominate and vote for members from all academic departments.
 - (ii) Newly elected members will take their positions on the Committee on July 1 following the election and participate in all cases which begin on or after that date. They will not, however, serve on cases being considered before July 1.
 - (iii) Retiring Committee members will continue to serve on those cases which started before July 1, until they are completed.
- (c) Guidelines for the Committee and its Members
- (i) The Committee will elect a Chair and Secretary annually.
 - (ii) A PTC member will temporarily withdraw under the following circumstances:
 - (i) when a fellow department member is a Candidate for promotion or tenure;
 - (ii) when the Committee member is working/teaching in close association with the Candidate;
 - (iii) when the Committee member is a Candidate for promotion.

11.09 PROMOTIONS AND TENURE APPEAL COMMITTEE

This Committee shall be selected as required for each individual appeal. It shall consist of three (3) members: one (1) tenured faculty member chosen by the appellant, one (1) tenured faculty member chosen by the President and a mutually agreed-upon Chair, who may be from outside the institution.

11.10 LIMITATIONS TO THE SCOPE OF THE PROMOTION AND TENURE POLICY

It should be noted that this Policy establishes a mechanism for evaluating Faculty members on the basis of their teaching, scholarship, and service. It is not an appropriate mechanism for the assessment of other aspects of the conduct of Faculty members. Promotion or tenure may be denied on the basis of proven misconduct, even if the Candidate is otherwise fit for promotion.

11.11 APPEALS/GRIEVANCES

Employees who are subject to the Promotion and Tenure Article have access to appeal procedures set out in this Article, and such matters which may be subject to appeal cannot be made the subject of a grievance under the Collective Agreement, insofar as the decision was reached in a manner not inconsistent with procedures respecting promotion and tenure in the policy. Any remedy arising as a result of a grievance shall preclude substantive decision making by an adjudicator respecting the granting of promotion or tenure.

11.12 THE CANDIDATE'S DOSSIER

This Article is intended to assist faculty members who are preparing the teaching component of a dossier for promotion or tenure purposes. Although the actual format and contents of the dossier are determined by the individual, minimum requirements are:

- a summary of course evaluations;
- a statement of teaching objectives and philosophy;
- a list of course numbers/names and enrolment, with brief elaboration;
- evidence of course preparation and development (course descriptions, bibliographies, tests/exams, study aids, etc.);
- self-evaluation of teaching and description of steps taken for improvement.

Other items that can be included in the dossier are:

- Evidence of instructional creativity/innovation, and evaluation of same;
- Evidence of participation in professional development activities related to teaching;
- Evidence of participation in curriculum development;
- Evidence of effective supervision of technical, honours, and graduate student projects;
- Student work (creative essays, project reports, etc.);
- Evidence of recognition as a distinguished teaching by students, peers, college, or others
- List of journals read for teaching improvement;
- Testimonials by students, peers, and others;
- Textbooks and teaching aids authored or developed by candidate

***ARTICLE 12 - ACADEMIC FREEDOM**

Whereas the Nova Scotia Agricultural College Act ("the Act") received royal assent on May 27, 2008;

And whereas the Act provides that the Minister of Agriculture may identify civil service employees as designated persons under the Act and that such persons will become employees of the College and cease to be civil servants appointed in accordance with the Civil Service Act;

And whereas, at this time, it is anticipated by the Province that the designation of persons under the Act and resulting devolution of the Nova Scotia Agricultural College will occur during the life of this Collective Agreement;

The parties agree as follows:

- 12.01** The common good of society depends on the search for knowledge and its free expression. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 12.02** Academic freedom includes the right to teach, investigate, examine, question and learn; to disseminate opinions on questions relating to the employee's teaching, professional and research activities both inside and outside the classroom; to pursue, without interference or reprisal, an employee's own research, professional activities and to publish results thereof. It is understood that an employee's right to academic freedom relates to the employee's area of expertise and discipline.
- 12.03** Academic freedom allows the employee to express himself or herself without concern for neutrality. Academic freedom respects the rights of employees by protecting them from institutional censorship or reprisal.
- 12.04** In any exercise of academic freedom, employees will not purport to speak on behalf of the College unless so authorized by the Board of Governors, the President or his/her designate.
- 12.05** Academic freedom does not confer legal immunity, nor does it diminish the obligations of employees to meet their contractual responsibilities to the Employer and abide by Employer policies.
- 12.06** The right to academic freedom carries with it the duty to use that freedom in a responsible way and to respect the rights and academic freedom of others.
- 12.07** This provision shall become effective on the date of devolution of the NSAC pursuant to the Nova Scotia Agricultural College Act or on January 1, 2011, whichever comes sooner.

***ARTICLE 13 - INTELLECTUAL PROPERTY**

Whereas the Nova Scotia Agricultural College Act (“the Act”) received royal assent on May 27, 2008;

And whereas the Act provides that the Minister of Agriculture may identify civil service employees as designated persons under the Act and that such persons will become employees of the College and cease to be civil servants appointed in accordance with the Civil Service Act;

And whereas, at this time, it is anticipated by the Province that the designation of persons under the Act and resulting devolution of the Nova Scotia Agricultural College will occur during the life of this Collective Agreement;

The parties agree as follows:

Definitions

13.01 In this article:

“Intellectual Property” means rights recognized by law and protecting artistic, practical and commercial creations of the mind and shall, without limitation, include, patents, copyrights, trade-marks, trade secrets, industrial designs, plant breeders rights, and similar rights in Canada and all other countries in the world.

“Traditional Academic Material” means works protected by copyright generated by an employee in the normal course of their duties as a teacher or academic researcher and shall, without limitation, include: a) course notes and classroom material authored directly by them; b) written materials prepared by them for publication; and c) any other material prepared by them which would normally be prepared by a teacher or academic researcher in pursuit of academic objectives.

“commercialization” means the process of putting Intellectual Property into practical use outside of the academic community and the verb “commercialize” shall have a corresponding meaning.

“New Media Learning Material” means works protected by copyright where the works are intended for teaching use beyond the traditional classroom and shall, without limitation, include, audio, visual and written material in machine-readable, transmissible and storable formats such as, without limitation, websites, DVDs, distance learning materials and the like.

Guiding Principles

13.02 The following principles shall guide the parties in the interpretation and implementation of this article:

- a) Academic freedom is a paramount principle for work conducted at the Employer. Nothing shall be done nor any action taken in furtherance of any activity pursuant to this section which could be reasonably considered as requiring any employee to abrogate or otherwise infringe on their academic freedoms.
- b) The decision as to whether or not to commercialize any Intellectual Property is, in first instance, that of the original creator of the subject Intellectual Property or, in the case of two or more original creators, the decision of all of them. Where unanimous agreement of co-creators cannot be reached, the decision shall be made in accordance with Article 13.07 (c).
- c) The Employer shall not require an employee to waive their moral rights in any Intellectual Property.
- d) The parties acknowledge that, at present, the Employer has not adopted a comprehensive policy with respect to Intellectual Property. The parties agree to work together in good faith to allow the Employer to adopt such a policy provided that it encompasses the principles raised in this section.

Ownership

13.03 The Employer shall be the owner of Intellectual Property created by an employee during their employment other than Traditional Academic Material which shall be owned by the employee.

13.04 The employee shall provide the Employer with full information about any new Intellectual Property that the employee has created or co-created. The disclosure shall be in the form and manner to be established by the Vice-President, Research, Extension and Outreach of the Employer or as may be established by an intellectual property policy.

13.05 Because the ability to file intellectual property registrations may be affected by premature publication, an employee shall:

- a) In the case of externally-funded research, comply with any confidentiality provisions contained in the terms and conditions governing the research which the employee has been made aware of in writing in advance; and
- b) In all cases where the employee decides that they desire to seek the commercialization of any new Intellectual Property that they have created or co-created, keep the subject Intellectual Property confidential until the employee has consulted with the Employer on appropriate matters.

13.06 On the publication by an employee of any new Intellectual Property where that publication creates an impediment to obtaining appropriate intellectual property registrations, the subject Intellectual Property shall be deemed to be dedicated to the public domain.

13.07 New Intellectual Property may be created by more than one employee or by employees and non-employees. In such circumstances, the following shall apply:

- a) Nothing in this agreement shall affect the rights of a non-employee;
- b) If the Intellectual Property arose from externally-funded research, all co-creators shall comply with any provisions contained in the terms and conditions governing the research which they have been made aware of in writing in advance;
- c) All co-creators shall unanimously agree as to the commercialization of new Intellectual Property failing which the decision shall be made by the Employer through its Vice-President, Research, Extension and Outreach; and
- d) All co-creators shall, as early as possible, agree to their respective percentage contributions to the new Intellectual Property failing which the decision shall be made by the Employer through its Vice-President, Research, Extension and Outreach.

Rights to Use

13.08 The Employer shall have a non-exclusive, royalty-free, perpetual right to use any Traditional Academic Material of an employee for the following purposes:

- a) For academic purposes including, without limitation, the approval and modification of courses and program, the assessment of courses and providing current and prospective students with information about courses;
- b) For archival purposes including, without limitation, placing material in the Employer's library system, departmental course archives and other course archives operated by the Employer; and
- c) For publicity and communications purposes including, without limitation, placing articles on online repositories, excerpting journals or books for publicity and communications purposes and using abstracts and synopses for general communications purposes.

Transfers of Ownership

13.09 An employee may request the Employer that the ownership of any Intellectual Property that was originally created by the employee and owned by the Employer be

transferred back to the employee. The Employer may grant such a request provided that there are no agreements or other rights that would interfere with such a transfer and that the employee agrees to share any proceeds arising from the commercialization of such Intellectual Property in an amount not to exceed twenty-five percent (25%).

Commercialization and Sharing of Proceeds

13.10 The Employer shall be free to commercialize Intellectual Property owned by it in any manner that it sees fit in its sole discretion.

13.11 The Employer shall deal with proceeds arising from the commercialization of Intellectual Property as follows:

- a) The Employer shall be entitled to reimburse any expenses and costs incurred by it in the commercialization of the Intellectual Property including, without limitation, patent registration fees and expenses, marketing costs and consulting fees;
- b) After reimbursement of expenses and costs, the Employer shall share the proceeds with the original creators of the Intellectual Property in an amount of not less than forty (40%) percent of the amounts received and, where there is more than one creator, in the individual percentages that they had previously agreed to;
- c) Where proceeds are received in a form other than cash, the fair value or *in specie* value of the proceeds received may, in the Employer's sole discretion, be distributed to the co-creators; and
- d) Distributions of proceeds to the original creators shall be made no less often than annually or, when the amounts to be distributed are in excess of \$100,000 per year, quarterly.

Sponsored Research Provisions

13.12 Notwithstanding anything else contained in this article, the Employer shall be entitled to enter into agreements with external research sponsors containing provisions relating to the ownership of intellectual property and the confidentiality of information and Intellectual Property provided that any employee who shall be affected by such an agreement shall have been provided notice in writing of it and have agreed with the Employer to be bound by the terms contained in it.

New Media

13.13 Employees and the Employer shall be entitled to develop and produce New Media Learning Material. The following shall apply to such development and production:

a) The Employer may propose to an employee the development of New Media Learning Material and that notwithstanding the provisions of this article with respect to the ownership of Intellectual Property in Traditional Academic Material that the Employer shall own the Intellectual Property in the New Media Learning Material. In this case, the Employer and employee shall be free to agree on the terms and conditions including appropriate reasonable remuneration for the development;

b) The Employer may not develop any Traditional Academic Material of an employee as New Media Learning Material without the written consent of the employee and an additional agreement as to appropriate reasonable remuneration payable to the employee for the use of such material;

c) An employee may develop New Media Learning Material on their initiative. Provided that there is no use of Employer resources other than normal office facilities available to an employee in the development of such New Media Learning Material, New Media Learning Material developed by an employee shall be considered Traditional Academic Material;

d) In the event that an employee develops New Media Learning Material that uses resources in excess of normal office facilities available to an employee in the development of such New Media Learning Material, the employee and the Employer shall enter into an agreement with respect to the ownership of the New Media Learning Material which agreement shall normally provide that: i) the Employer shall own the Intellectual Property in the New Media Learning Material and; ii) the employee shall be appropriately compensated for their contribution.

Further Assurances

13.14 At the request of the Employer, employees shall sign any documents or provide such reasonable assistance as may be required to obtain or maintain any Intellectual Property protection or as may be required as part of the commercialization process.

Effective Date

13.15 This provision shall become effective on the date of devolution of the NSAC pursuant to the Nova Scotia Agricultural College Act or on January 1, 2011, whichever comes sooner.

ARTICLE 14 - RE-ASSIGNMENT AND JOB POSTING

14.01 RE-ASSIGNMENT

(a) Notwithstanding any other provision in this Collective Agreement, the Employer has the right to assign or re-assign employees or work as required within the same

classification, same department, and same geographic location as defined in Article 35. The Employer shall not exercise the right to assign or re-assign 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.

14.02 JOB POSTING

When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where employees in the bargaining unit work and in national and/or international venues.

14.03 FILLING VACANCIES

Where the Employer determines that a vacancy exists, the Employer shall establish a Selection Committee. The Selection Committee shall interview qualified candidates and recommend the appointment of a candidate to the Employer for consideration.

14.04 CROSS APPOINTMENTS

An employee may be appointed to teach in two (2) or more Academic Departments during one (1) or more teaching semesters. Where a cross appointment is authorized, the employee shall be provided with written notification of the terms of his/her cross appointment.

14.05 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 15 - CHECKOFF

15.01 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.

15.02 NOTIFICATION OF DEDUCTION

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 15.01.

15.03 RELIGIOUS EXCLUSIONS

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided he/she makes a contribution equal to said Union dues to some recognized charitable cause.

15.04 REMITTANCE OF UNION DUES

The amounts deducted in accordance with Article 15.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

15.05 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 16 - STEWARDS

16.01 RECOGNITION

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

16.02 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.

16.03 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 17 - TIME OFF FOR UNION BUSINESS

17.01 LEAVE WITHOUT PAY

- (a) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees who are elected:
 - (i) as members of the Board of Directors of the Union for the attendance at Board meetings;
 - (ii) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
 - (iii) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;
 - (iv) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
 - (v) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

Such permission shall not be unreasonably withheld.

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

Such permission shall not be unreasonably withheld.

17.02 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.

17.03 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.

17.04 NUMBER OF EMPLOYEES ELIGIBLE

The number of employees eligible for special leave provisions under Articles 17.01 and 17.03 shall be in accordance with the numbers laid down in the Nova Scotia Government & General Employees Union Constitution.

17.05 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.

17.06 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 28;

- (b) meeting with management in joint consultation prescribed by Article 29.

17.07 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.

17.08 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)(ii).

17.09 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 18 - HOURS OF WORK

18.01 Academic Year and Responsibilities

- (a) The academic year shall normally be 01 September to the following 31 August, both dates inclusive.
- (b) Employees have responsibilities throughout the academic year which shall consist of two (2) teaching semesters and one (1) non-teaching semester.
- (c) Employee workload normally includes:

- (i) technical, undergraduate and/or graduate teaching including, where appropriate to the discipline or subject areas, lectures, seminars, laboratories and tutorial classes, supervision of senior projects and graduate theses, academic advising of students;
- (ii) research, scholarly professional, or creative activity;
- (iii) supervision of the research activities of graduate students and research assistants, participation in the evaluation of theses;
- (iv) performance of departmental duties, appropriate academic administration, membership on Faculty and College committees, and contribution to student life;
- (v) interaction with industry, including the agricultural community, and the general public.

***18.02 TEACHING WORKLOAD**

(a)(1) Employee teaching workload will be assigned by the Department Head so that each employee will have an equitable teaching load comparable to that of other employees in the Department. In determining an equitable teaching load, a two (2) semester time frame will be taken into consideration, based on the consecutive semesters in which the employee has teaching responsibilities. Such teaching responsibilities will take into account:

- (i) class enrollment;
- (ii) number of separate course preparations;
- (iii) number of course sections;
- (iv) number of modules and shared teaching;
- (v) supervision of senior projects;
- (vi) supervision of graduate students;
- (vii) requirement for laboratory and tutorial participation;
- (viii) provision of lab and teaching assistants;
- (ix) research and other scholarly activities;
- (x) committee work and service;
- (xi) professional advising (internal);
- (xii) new employees in their first year of appointment who are teaching a course for the first time;
- (xiii) international activities through NSAC International;
- (xiv) special topic courses (a special topic course is not a regularly scheduled course; it is taught on the initiative of the employee with prior approval of the Department Head.)
- (xv) development and teaching of credit, continuing and distance

education courses with prior approval of the Department Head and VP Academic.

- (2) With the exception of 18.02 (a) (1) (ix) and subject to Article 18.02(b), in assigning teaching workloads, no reduction in teaching workloads will occur if it requires the Employer to hire additional staff resources that are not part of the established faculty complement for the fiscal year.
- (b) The standard assigned teaching workload should be no more than full teaching responsibilities for five (5) regularly scheduled courses or the equivalent per academic year. A regularly scheduled course is a course assigned to the employee by the Department Head with the approval of the Vice President Academic.
- (c) The standard teaching load for Employees will be increased to six (6) regularly scheduled courses or the equivalent per academic year depending on the demonstrated level of research, scholarly activity and service.
- (d) Employees with primary responsibility for supervising two (2) or more graduate students registered at NSAC will have a workload reduction of up to one (1) course per academic year and those supervising four (4) or more graduate students registered at NSAC will have a workload reduction of up to two (2) courses per academic year during the academic year in which the students are registered and actively engaged in the first two (2) years of their MSc program.

Senior projects will be assigned equitably to employees within an academic Department relative to overall teaching load and student interest. The employee will be available to assist students as required.

Employee teaching workload shall normally be assigned between the hours of 0800 and 1830. An employee may be assigned a teaching workload after 1830 hours but the teaching day will not extend beyond ten (10) hours.

The employee's teaching workload may include the teaching of "regularly scheduled courses" within the employee's professional competence, outside of the employee's department.

***18.03 ACADEMIC RESPONSIBILITY**

- (a) The employee shall prepare course outlines for each course assigned and provide a copy to the Department Head at least ten (10) days prior to the commencement of classes. Outlines shall normally include an overview of the subject matter to be taught; course objectives; student workload; the probable dates and values of any tests, examinations, term papers or

critiques; attendance requirements; and policy on supplementary examination. The employee is responsible for distributing course outlines to students during the first class.

- (b) The employee shall comply with written and circulated procedures and deadlines for reporting and reviewing grades of students as authorized by the College, provided they are published and consistent with the Collective Agreement.
- (c) The employee shall be available for academic counselling and supervision of students, the supervision of examinations, and other related activities.
- (d) In addition to the teaching workload, employees shall post a schedule of regular office hours and shall be available during that time to consult with students and to offer academic guidance to them. Minimum office hours shall be four (4) hours per week. A copy of this schedule shall be given to the Department Head at the beginning of the semester and the Department Head shall be notified of any changes.
- (e) The employee shall give prior notice to the Department Head in which the course is being taught of any absence from teaching duties for the purpose of attending conferences, delivery of lectures, presenting papers or for similar reasons. The notice shall include an outline of the arrangement to compensate for the classes missed.
- (f) Absence(s) from teaching duties by an employee for the purpose of attending conferences, delivery of lectures, presenting papers or similar reasons of more than three (3) days in a semester require(s) the written approval of the Vice President Academic. The employee shall submit a request in writing thirty (30) days prior to the planned commencement of an absence exceeding the three (3) day limit. The request shall state the dates of the absence(s) and the classes which will be missed and shall outline the alternative arrangements regarding the classes missed. The Vice President Academic shall reply within seven (7) days of the receipt of the request.

***18.04 NON-TEACHING SEMESTER DUTIES AND RESPONSIBILITIES**

- (a) The non-teaching semester for employees shall normally be the summer semester.
- (b) During the non-teaching semester, the employee is expected to pursue scholarly and professional activities, including, among others, research, designing and developing curriculum, revising and updating course outlines, preparing new courses, conducting inventory, ordering supplies and

materials, writing materials for publication, interacting with industry and external clientele and conducting and participating in committee and department meetings. Employees may teach courses during the non-teaching semester which have been approved by the Vice President Academic.

- (c) Employees are expected to contribute to the College during the non-teaching semester except for their vacation periods. Employees shall notify the Department Head of their whereabouts if absent during the non-teaching semester except during vacation periods.

18.05 OUTSIDE PROFESSIONAL AND/OR SCHOLARLY ACTIVITY

Consistent with the expectation that employees be involved with the external stakeholders, it is encouraged that they participate in the activities of appropriate professional and/or scholarly associations, insofar as such participation is consistent with their primary responsibilities to the College.

18.06 TEACHING OVERLOAD

Teaching overload occurs when more than five (5) regular courses or the equivalent per academic year are taught pursuant to Article 18.02 (b) or more than six (6) regular courses or the equivalent per academic year are taught pursuant to Article 18.02(c). The employee shall be compensated for teaching overload. Teaching overload must be approved by the Vice-Principal Academic.

18.07 RESEARCH STIPEND

An employee may request that his/her overload compensation be earmarked for research. He/she shall submit a research proposal along with an itemized budget for the proposed research to the Vice-Principal Academic through the Manager, Graduate Studies and Research. There is no guarantee from the employer that the research project expenses will be acceptable to Canada Customs and Revenue Agency.

ARTICLE 19 - VACATIONS

19.01 ANNUAL VACATION ENTITLEMENT

Effective April 1, 1998, an employee shall be entitled to receive annual vacation leave with pay:

- (a) each year during his/her first seventy-two (72) months of service at the rate of one and one-quarter (1¼) days for each month of service;
- (b) each year after seventy-two (72) months of service at the rate of one and two-thirds (1 2/3) days for each month of service;
- (c) each year after two hundred and four (204) months of service at the rate of two and one-twelfth (2 1/12) days for each month of service; and
- (d) each year after three hundred (300) months of service at the rate of two and one-half (2½) days for each month of service.

19.02 VACATION YEAR

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

19.03 AUTHORIZATION

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

19.04 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 15.
- (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.

19.05 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.

19.06 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.

19.07 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.

19.08 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/her

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.

19.09 USE OF ACCUMULATED VACATION CARRY OVER

The vacation leave approved pursuant to Article 19.08 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.

19.10 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.

19.11 EMPLOYEE COMPENSATION UPON SEPARATION

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

19.12 EMPLOYER COMPENSATION UPON SEPARATION

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

19.13 VACATION CREDITS UPON DEATH

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

19.14 VACATION RECORDS

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

19.15 RECALL FROM VACATION

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

19.16 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 30, that he/she incurs:

- (a) in proceeding to his/her place of duty; and
- (b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.

19.17 REINSTATEMENT OF VACATION UPON RECALL

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 19.15 and 19.16, 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.

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

ARTICLE 20 - HOLIDAYS

20.01 PAID HOLIDAYS

The holidays for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) one (1) additional day in each year that, in the opinion of the Employer, is

recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

- (l) one-half (½) day on Christmas Eve Day beginning at 12:00 noon
- (m) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

20.02 EXCEPTION

Article 20.01 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.

20.03 HOLIDAY FALLING ON A DAY OF REST

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

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

20.04 HOLIDAY COINCIDING WITH PAID LEAVE

Where a day that is a designated holiday for an employee as defined in Article 20.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

20.05 COMPENSATION FOR WORK ON A HOLIDAY

Where an employee is regularly scheduled to work and his/her regularly scheduled day of work falls on a paid holiday, as defined in Article 20.01, he/she shall receive compensation equal to two and one-half (2 ½) times his/her regular rate as follows:

- (a) compensation at one and one-half (1½) times his/her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the 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 20.05(b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

20.06 OVERTIME ON A HOLIDAY

When an employee works overtime on a paid holiday, as defined in Article 20.01, he/she will receive compensation equal to three (3) times his/her regular rate as follows:

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

Where time off with pay in lieu of the holiday has not been granted in accordance with Article 20.06 (b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

20.07 TIME OFF IN LIEU OF HOLIDAY

In no case shall the total time off in lieu of the holiday referred to in 20.05(b), and 20.06(b) above exceed the equivalent of one (1) complete shift.

ARTICLE 21 - SPECIAL LEAVE

21.01 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.

21.02 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, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the employee, father-in-law, mother-in-law, daughter-in-law, son-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 brother-in-law or sister-in-law, aunt, uncle, niece, nephew, foster parents, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.
- (c) The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Deputy Head or delegated official.
- (d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

21.03 COURT LEAVE

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court; or
 - (ii) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
 - (iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Where an employee notifies the Employer in advance, where possible, that he/she is required to serve pursuant to Article 21.03(b), as a result of the functions he/she fulfills on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked. Compensation shall be in the form of time off with pay on an hour for hour basis to be taken at a time mutually acceptable between the Employer and the employee.

21.04 JURY COMPENSATION

Any employee given leave of absence with pay to serve on a jury pursuant to Article 21.03(a), shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

21.05 EXAMINATION LEAVE

When an employee participates in a personnel selection process for a position in the Civil Service or for promotion, he/she 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/her 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 30. Such leave of absence shall be requested by the employee of his/her supervisor as soon as possible after the requirement of his/her presence is known.

21.06 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.

21.07 PREGNANCY LEAVE

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer 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 21.07 (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 21.07(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 21.07 (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 21.07(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 21.07, 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 21.07.
- (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 21.07 may be granted in accordance with the provisions of Article 25.

21.08 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 (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less

any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources and Social Development Canada, where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f) It is understood that employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

***21.09 PARENTAL LEAVE**

(a) **Parental Leave**

Subject to 21.09 (b)(ii) an employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer 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 21.07 (g) or (h).

(b) **Parental Leave following Pregnancy Leave**

For an employee who has taken pregnancy leave pursuant to Article 21.07 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 thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 21.07.

(c) **Parental Leave other than in Article 21.09 (b)**

For an employee other than one to whom Article 21.09 (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 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 21.09 (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 21.09 (b) or (c), the employee shall resume work in the same position he/she held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
 - (f) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
 - (g) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave, and his/her service and seniority shall be deemed to be continuous. However, service accumulated during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Parental Leave granted under Article 21.09.
 - (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.

***21.10 ADOPTION LEAVE**

- (a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer, 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 21.10 (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) Adoption leave:
 - (i) may begin, in the case of international adoption, upon the arrival of the Employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the start date of the adoption leave under (i).
- (d) Where an employee reports for work upon the expiration of the period referred to in Article 21.10 (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.
- (e) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.

- (f) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Adoption Leave granted under Article 21.10.

21.11 PARENTAL AND ADOPTION LEAVE ALLOWANCE

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to Section 23 of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her/his classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted

accordingly.

- (e) The Employer will not reimburse the employee for any amount she/he is required to remit to Human Resources and Social Development Canada where her/his annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

21.12 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.

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

21.14 LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS

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

21.15 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 Article 21.15(a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 21.15(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 21.15 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 21.15(b) shall not be made the subject of employee or Union grievances alleging inconsistent treatment of employees.
- (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

21.16 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.

21.17 MILITARY LEAVE

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

21.18 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.

21.19 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.

21.20 SABBATICAL LEAVE

- (a) Sabbatical leave is to allow a faculty member to develop as a scholar, researcher, professional and teacher in his/her discipline.
- (b) The number of sabbatical leaves in any given year is a budgetary item, and such leaves are not granted automatically. It is intended that no additional cost be added to the operation of the College or to the Province of Nova Scotia. The responsibility of faculty members on sabbatical would be met in various ways: by colleagues temporarily accepting additional responsibilities; by rescheduling responsibilities when possible; by use of part-time employees paid by the unused portion of salaries or by the reallocation of existing funds within the College.
- (c) Tenured faculty members only are eligible for a full academic year sabbatical (12 months) following not less than six (6) years of continuous service to the College, and/or a one half (½) year sabbatical (6 months) following each three (3) years of continuous service. Upon returning from sabbatical leave, faculty members shall not be eligible again until after six (6) or three (3) additional years of continuous service to the College.
- (d) Faculty members on sabbatical leave shall be paid at 80% of their basic salary. Both the employee and Employer shall continue to contribute the regular amounts to the Nova Scotia Public Service Superannuation Plan, Canada Pension Plan, Employment Insurance, Group Insurance, Health Plan, and LTD.

- (e) Faculty members on Sabbatical Leave are eligible for all salary adjustments.
- (f) The faculty member shall submit a written application to the President on or before October 15th. Sabbatical leaves will normally commence on July 1st, nine (9) months after the application date. Upon mutual agreement, sabbatical leave may commence on January 1st, fifteen (15) months after the application date. The application shall include the following:
 - (i) statement of length of service and dates of any prior sabbatical leaves taken;
 - (ii) detailed description of the nature and location of activities to be undertaken during the sabbatical leave;
 - (iii) description of the anticipated contribution of the individual's professional and/or scholarly competence and status;
 - (iv) other relevant information which may include letters of support from employees and/or colleagues;
 - (v) a sabbatical leave plan which demonstrates to the satisfaction of the President that the leave will be of sufficient benefit to the College to justify its award.
- (g) Where the faculty member has external financial support from a grant or similar funding during the Sabbatical Leave and his/her total sabbatical salary and external salary support exceed one hundred twenty percent (120%) of his/her base salary, then the Employer shall reduce its support by the excess. The faculty member accepts an ongoing obligation to advise the Employer of all external financial support.
- (h) The faculty member, upon return from the Sabbatical Leave, will submit a report to the President within three (3) months regarding the scholarly activity pursued during the leave. Failure to submit a satisfactory report may result in denial of future Sabbatical Leaves.
- (i) Any return to service commitment required by the Employer will be in accordance with the provisions of the Education Leave Policy pursuant to Manual 500 Human Resource Management.
- (j) Sabbatical Leaves shall not unreasonably be denied.

21.21 COMPASSIONATE CARE LEAVE

The Deputy Head may grant leave without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member in accordance with section 60E of the *Labour Standards Code* which, at the date of signing this Agreement, provided:

Entitlement to unpaid compassionate-care leave

60E (1) In this Section,

- (a) "common-law partner" of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least one year;
 - (b) "family member", in relation to an employee, means:
 - (i) a spouse or common-law partner of the employee,
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner,
 - (iii) a parent of the employee or a spouse or common-law partner of the parent, and
 - (iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition;
 - (c) "week" means the period between midnight on Saturday and midnight on the following Saturday.
- (2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from:
- (a) the day the certificate is issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.

(3) The leave of absence referred to in subsection (2) may only be taken during the period:

(a) that begins with:

- (i) the first day of the week in which the certificate is issued, or
- (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and

(b) that ends with the last day of the week in which either of the following occurs:

- (i) the family member dies, or
- (ii) the expiration of twenty-six weeks following the first day of the week referred to in clause (a).

(4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.

(5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

(6) For the period of time specified in subsection (2), the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days before the last day on which the option could be exercised to avoid an interruption in benefits.

(7) Where the employee opts in writing to maintain the benefit plan referred to in subsection (6), the employee shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof, and the employer shall process the documentation and payments as arranged.

(8) Nothing in subsection (7) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (6).

(9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section. 2003 (2nd Sess.), c. 4, s. 2.

21.22 ENTRY OR RE-ENTRY TO THE BARGAINING UNIT

- (a) A bargaining unit employee appointed to a position of administrator shall, upon conclusion of the appointment, re-enter the bargaining unit.
- (b) An appointment to an administrator position under (a), is normally for a period of five (5) years and may be extended. The employee shall be deemed to be outside the bargaining unit until the conclusion of the appointment.
- (c) A qualified administrator who is not an employee shall enter the bargaining unit upon conclusion of the appointment.

ARTICLE 22 - 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 sixty-five (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 23 - EMPLOYEE PERFORMANCE REVIEW & 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*.

23.05 PROMOTION & TENURE DOCUMENTS

Documents pertaining to an employee's application for promotion and tenure, including an updated curriculum vitae, recommendations and decisions of the Promotions and Tenure Committee and Promotions and Tenure Appeal Committee, shall be kept in a separate file which shall form part of the employee's personnel file.

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/she has been suspended or discharged in violation of Article 24.01, he/she may within ten (10) days of the date on which he/she was notified in writing or within twenty (20) days of the date of his/her 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/she shall lodge his/her 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/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. One of the benefits he/she shall not lose is his/her regular pay during the period of suspension or discharge which shall be paid to him/her at the end of the next complete pay period following the reinstatement.

ARTICLE 25 - SICK LEAVE

25.01 GENERAL ILLNESS LEAVE BENEFIT

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

25.02 SHORT-TERM ILLNESS LEAVE BENEFIT

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - (i) for employees with less than one (1) year'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;
 - (ii) for employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at

75% of normal salary for the next sixty (60) days of absence;

- (iii) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (1/2) day sick leave bank deduction per day of top-up.
- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 25.02(a) applicable during the year in which the short-term illness commenced.

25.03 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 25.02(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 25.02.
- (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 25.02.
- (d) The provisions of Article 25.03(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 25.02(a). Trial periods shall be as determined by the Joint Rehabilitation Committee, but in no case shall the trial period exceed three (3) months.

25.04 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 17 of the Agreement or in the case of circumstances covered under Article 25.05.

25.05 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 35.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 25 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 25.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

25.06 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 1. 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.

25.07 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 25 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

25.08 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.

25.09 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.

25.10 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.

25.11 UNEARNED CREDITS UPON DEATH

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

25.12 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.

25.13 DEPUTY HEAD APPROVAL

An employee may be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that he/she 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/she has the necessary sick leave credits.

25.14 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.

25.15 ALTERNATE MEDICAL PRACTITIONER

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

25.16 ON-GOING TREATMENTS

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

ARTICLE 26 - NOTICE OF RESIGNATION

***26.01 NOTICE OF RESIGNATION/RETIREMENT**

- (a) The Employer, the Union and the employees recognize the significance of minimizing any disruption or negative impact on student learning. As such, the parties agree that it is important for employees to provide as much notice as possible of their intention to resign or retire.
- (b) Employees shall provide a minimum of two (2) months notice of their intention to resign by way of a letter to the Deputy Head or delegated official. Resignations shall take effect on August 31st or December 31st of each year, whichever date allows for at least two (2) months notice, unless otherwise agreed to by the Employer and the employee.
- (c) Employees shall provide a minimum of two (2) months notice of their intention to retire by way of a letter to the Deputy Head or delegated official. Retirements shall take effect on August 31st or December 31st of each year, whichever date allows for a least two (2) months notice, unless otherwise agreed to by the Employer and the employee.

26.02 FAILURE TO GIVE NOTICE

- (a) The Employer, The Union and the employees recognize the significance of minimizing any disruption or negative impact on student learning. As such, the parties agree that it is important for employees to provide as much notice as possible of their intention to resign or retire.
- (b) Employees shall provide a minimum of two (2) months notice of their intention

to resign by way of a letter to the Deputy Head or delegated official. Resignations shall take effect on August 31st or December 31st of each year, whichever date allows for at least two (2) months notice, unless otherwise agreed to by the Employer and the employee.

26.03 ABSENCE WITHOUT PERMISSION

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

26.04 WITHDRAWAL OF RESIGNATION

An employee who has terminated his/her employment through resignation, may withdraw his/her resignation within two (2) working days of the time it has been acknowledged by the Deputy Head or delegated official pursuant to Article 26.01.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 GRIEVANCES

- (a) An employee(s) who feels that he/she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his/her immediate supervisor no later than twenty-five (25) days after the date on which he/she became aware of action or circumstance. The employee(s) may have a Steward present if so desired.
- (b) The supervisor shall 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.

27.02 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 he/she has the approval in writing of the Union or is represented by the Union.

27.03 GRIEVANCE PROCEDURE

The following grievance procedure shall apply:

Step 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/her.

27.04 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.

27.05 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 28.

27.06 UNION REPRESENTATION

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

27.07 TIME LIMITS

In determining the time in which any step under the foregoing proceedings or under Article 28 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.

27.08 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.

27.09 POLICY GRIEVANCE

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed with the Public Service Commission, 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.

27.10 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 28 - ADJUDICATION

28.01 ADJUDICATION

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

28.02 ADJUDICATION AWARD

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

ARTICLE 29- 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 30 - TRAVEL REGULATIONS

30.01 MILEAGE ALLOWANCE

- (a) Effective April 1, 2008, an employee authorized to use a privately owned automobile on the Employer's business shall be paid a mileage allowance in accordance with the following rates:

0 - 16,000 kms	40.51 cents/km
16,000.1 - 27,000 kms	35.74 cents/km
over 27,000 kms	27.40 cents/km

- (b) Effective April 1, 2008, an employee of the Department of Natural Resources who has been designated to be paid a supplementary reimbursement rate per km for use of their privately owned light truck on Department business shall be paid a rate in accordance with the following:

0 - 16,000 kms	44.20 cents/km
16,000.1 - 27,000 kms	39.44 cents/km
over 27,000 kms	31.09 cents/km

The rates in (a) and (b) will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2008. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to

December.

Monthly Allowances

Effective April 1, 2008, an employee who has been designated by the Commission as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of \$314.88 plus 23.23 cents per kilometer.

The rate above will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2008. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

30.02 OTHER EXPENSES

- (a) Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval.
- (b) In addition to (a) above, where an employee is traveling on the Employer's business and overnight commercial accommodations have been authorized and used, the employee will be reimbursed an allowance of five dollars (\$5.00) per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

30.03 TRANSPORTATION

An employee who is required to travel to or from work between the hours of 12:00 midnight and 6:00 am shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$7.56 per shift commencing April 1, 2008. This rate will be adjusted annually (up or down) on April 1 of any subsequent year of this Agreement after April 1, 2008. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December percentage change over January to December.

30.04 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) (1) 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.
- (2) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months notice of the end of the requirement.

30.05 MEAL ALLOWANCES

Subject to Article 30.02, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

- Breakfast \$6.00 per day may be claimed when the employee has been travelling on the Employer's business for more than one hour before the recognized time for the start of the day's work.
- Lunch \$12.00 per day
- Dinner \$20.00 per day may be claimed when the employee is not expected to return to his/her residence before 6:30 pm.

30.06 PRIVATE ACCOMMODATION

Where the employee is required to be away overnight on the Employer's business and his/her supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of \$20.00 per night. This rate is effective April 5, 2006.

ARTICLE 31 - MOVING EXPENSES

The parties agree that the Memorandum of Agreement entitled "Removal Expense" and which is attached hereto, continues in force and effect for the term of this Agreement.

ARTICLE 32 - PUBLIC SERVICE AWARD

32.01 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 32.01 (a) shall be calculated by the formula:

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

32.02 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.

32.03 DEATH PRIOR TO RETIREMENT

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

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

32.04 TRUSTEE

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

32.05 CALCULATION OF AWARD

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

ARTICLE 33 - 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 34 - SAFETY AND HEALTH

34.01 SAFETY AND HEALTH PROVISIONS

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

34.02 OCCUPATIONAL HEALTH AND SAFETY ACT

The Employer, 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.

34.03 JOINT OCCUPATIONAL HEALTH AND SAFETY MASTER COMMITTEE

- (a) The Employer agrees to the establishment of a Joint Health and Safety Master Committee comprised of equal representation of the Union and the Employer.

- (b) The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and Employer. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Employer. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- (c) The Joint Committee's responsibilities will include:
 - (i) to facilitate the establishment and proper functioning of the local committees provided for in the *Occupational Health and Safety Act*, and
 - (ii) 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
 - (iii) 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
 - (iv) such other responsibilities provided in this Agreement, or as required by the *Occupational Health and Safety Act*, or as the bargaining principals may from time to time assign to the Committee.

34.04 FIRST-AID TRAINING

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

34.05 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.

34.06 SAFETY EQUIPMENT

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

34.07 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 his/her eyes examined by a 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.

34.08 RIGHT TO REFUSE WORK

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

ARTICLE 35 - EMPLOYMENT STABILITY

35.01 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 Public Service Commission, as represented by the Employee 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 35.06.
- (c) The joint committee shall be responsible for:
 - (i) defining problems;
 - (ii) developing viable solutions to such problems;

- (iii) 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.
- (f) In the event of a decision to lay off employees as defined in Article 1.01(c), a representative of the College and a representative of the faculty shall be invited to attend any applicable Technological Change Committee meeting.

35.02 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.

35.03 INTRODUCTION

The Employer agrees that it will endeavor 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.

35.04 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.

35.05 RETRAINING

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

35.06 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 35.16 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 35.16 shall apply.

35.07 APPLICATION

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

35.08 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).

35.09 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.

35.10 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.

35.11 SENIORITY INFORMATION

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

35.12 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 35.18(d);
- (d) the employee is laid off for more than eighteen (18) consecutive months without recall.

35.13 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 35.16 (a)(i) and 35.16 (a)(iii).
- (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 35.16(a)(i) and 35.16(a)(iii).
- (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 35.16(a)(i) and 35.16(a)(iii) 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.

35.14 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:
 - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;

- (iii) 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:
 - (i) to exercise placement/displacement rights in accordance with the procedures set out in Article 35.16; or
 - (ii) to accept layoff and be entitled to recall in accordance with Article 35.18.
 - (iii) to resign with severance pay in accordance with Article 35.20.

An employee who intends to exercise placement/displacement rights pursuant to (d)(i) 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)(ii) above.

35.15 PAY IN LIEU OF NOTICE

Where the notice required by 35.14 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

35.16 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 35.06(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
 - (i) 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;

- (ii) 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;
- (iii) 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;
- (iv) if a vacancy is not available under (3) above, or the employee has declined a vacancy in accordance with the provisions of 35.16(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 35.16 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 35.16(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 35.09 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 3. 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 35.16(a) and 35.16(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 35.16(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 35.09 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 35.16(a) and 35.16(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 35.16(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 35.09 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 35.16 may elect at any step, beginning with Article 35.16(a)(i), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 35.20.
- (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 35.16 shall be entitled to the full rights contained in Article 35 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 35.14, 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.

35.17 TRANSFER EXPENSES

An employee transferred pursuant to the provisions of Article 35 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses in accordance with the provisions of Article 31.

35.18 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.

35.19 TERMINATION OF RECALL RIGHTS

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

35.20 SEVERANCE PAY

- (a) At the end of the twenty-four (24) month period referred to in Article 35.19 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 three (3) weeks severance pay for every year of service to a maximum of fifty-two (52) weeks pay for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service.
- (b) The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02.

35.21 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.

35.22 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.

35.23 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:
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) met with the successful bidder and sought to make it a term of the contract that the contractor must:
 - a. interview employees for available job opportunities with the contractor to perform the contracted out work;
 - b. where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;
 - c. extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and
 - d. 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 re-instated 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 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 35.23(a)(i), (iii), and (iv).

ARTICLE 36 - PAY PROVISIONS

36.01 RATES OF PAY

The rates of pay as set out in Schedule "A" shall form part of this Agreement.

36.02 RATE OF PAY UPON APPOINTMENT

Subject to Article 36.03, the rate of compensation of the person upon appointment to a position in the Civil Service shall be the minimum rate prescribed for the class to which he/she is appointed.

36.03 EXCEPTION

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

36.04 RATE OF PAY UPON PROMOTION

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

36.05 EXCEPTION

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

36.06 RATE OF PAY UPON DEMOTION

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

36.07 ANNIVERSARY DATE

For the purposes of receiving salary increments, each employee's anniversary date will be July 1. The Employer, on the recommendation of the President or designate, may grant an increment for meritorious service on July 1 of each year. An Employee appointed on or before January 1 may be entitled to an increment on July 1 immediately following the appointment provided the employee has at least six (6) months continuous service prior to July 1, otherwise the employee may be entitled to an increment on the subsequent July 1.

36.08 RATE OF PAY UPON RECLASSIFICATION

Where an employee is recommended for a reclassification which falls on his/her

anniversary date the employee's salary shall be adjusted first by the implementation of his/her annual increment, provided he/she is recommended and an increment is available in his/her present pay range, and on the same date his/her salary shall be adjusted upward to comply with the provisions of Articles 36.04 and 36.05.

36.09 NOTICE OF WITHHELD INCREMENT

When an increase provided for in Article 36.08 is withheld, the reason for withholding shall be given to the employee in writing by the Deputy Head or delegated official.

36.10 GRANTING OF WITHHELD INCREMENT

When an increase provided for in Article 36.08 is withheld, the increase may be granted on any subsequent first day of any month after the anniversary date upon which the increase was withheld.

36.11 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.

36.12 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.

36.13 DEPARTMENT HEAD STIPEND

An employee appointed to act as Department Head shall be paid an annual stipend as set out in Schedule "B" to be applied to his/her bi-weekly rate of pay as set out in Schedule "A".

ARTICLE 37 - INJURY ON DUTY

37.01 REPORTING OF INJURIES

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

***37.02 INJURY PAY PROVISIONS**

- (a) When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant to the employee injury on duty leave with pay representing the employee's net average pre-disability salary for a period as the Workers' Compensation Board may specify.
- (b) The Employee shall disclose and the Employer shall consider Canada Pension benefits or other publically funded third party payment received by an employee where such payment relates to employment and disability and is intended as a partial earnings loss replacement. Any such amounts shall be deducted from the payment to be paid by the Employer under (a).
- (c) Under no circumstances should injury on duty leave with pay result in an employee's post-injury earnings loss replacement exceeding the employee's net average pre-disability earnings.

37.03 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.

37.04 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.

37.05 ALTERNATE MEDICAL PRACTITIONER

For the purpose of Articles 37.03 and 37.04, the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

ARTICLE 38 - PART-TIME EMPLOYEES

38.01 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 twelve (12) days per annum and accumulate to a maximum of one hundred fifty (150) days.
- (e) The terms and conditions respecting coverage under the medical and dental plans are to be mutually determined by the parties.

38.02 SERVICE

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

38.03 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.

38.04 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. Employees 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.

38.05 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.

38.06 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 39 - JOB SHARING

39.01 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.

39.02 OPERATIONAL REQUIREMENTS

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

39.03 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.

39.04 IDENTIFICATION OF JOB SHARE

An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate superior of the position to be job shared.

39.05 PERIOD OF JOB SHARE

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

union/management process.

39.06 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.

39.07 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.

39.08 REGULAR WORK HOURS

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

39.09 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 20 of the Agreement.

(b) *General Illness*

One-half ($\frac{1}{2}$) of the entitlement provided for under Article 25 up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.

(c) *Short Term Illness*

One-half ($\frac{1}{2}$) the entitlement provided for in Article 25, up to a maximum of the equivalent of fifty (50) days at the appropriate percentage of the full-time

salary level.

(d) *Long Term Disability*

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

(e) *Other Paid Leaves*

One-half ($\frac{1}{2}$) the entitlement provided for in the Agreement.

(f) *Group Life Assurance*

Cost sharing of premiums and benefit entitlement will be based on one-half ($\frac{1}{2}$) the employee's normal full-time salary.

(g) *Monthly Allowances/Premiums*

One-half ($\frac{1}{2}$) the entitlement provided for in the Agreement.

39.10 PENSION

Pursuant to Article 33 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 39.07 and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

39.11 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.

39.12 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.

39.13 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 39.05, 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.

39.14 FILLING OF VACANCY

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

39.15 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 40 - LABOUR MANAGEMENT COMMITTEE

40.01 A Labour Management Committee shall be established consisting of three (3) employee representatives, two (2) representatives of the NSAC Administration, one (1) human resources representative from the Resources CSU, one (1) representative from the Union and one (1) representative of the Employer. A quorum will be a minimum of two (2) representatives from each party.

40.02 The Committee will meet at least once per semester. It will be responsible for discussing matters of concern between the parties.

ARTICLE 41 - AMENDMENT

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

ARTICLE 42 - CLASSIFICATION AND RECLASSIFICATION

42.01 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.

ARTICLE 43 - TERM OF AGREEMENT

***43.01 DURATION AND RENEWAL**

This Agreement shall be in effect for a term beginning from April 1, 2008 to March 31, 2012 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.

43.02 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.

43.03 RETROACTIVE PAY FOR TERMINATED EMPLOYEES

Employees who have left their employment in the bargaining unit between **April 1, 2008 and date of signing** shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that he/she has sixty (60) calendar days in which to claim any retroactive payment.

Signed on behalf of the Union:

Signed on behalf of the Employer:

Dated: April 23, 2012

~~Dated:-~~

Joan Jessome, President
Nova Scotia Government & General
Employees Union

Frank Corbett, Minister
Nova Scotia Public Service Commission

Grant Vaughan, Employee Relations Officer
Nova Scotia Government & General
Employees Union

Kelliann Dean, Commissioner
Nova Scotia Public Service Commission

Dr. Jeff Hoyle, Professor
Nova Scotia Government & General
Employees Union

Cynthia Yazbek
Director, Employee Relations
Nova Scotia Public Service Commission

John Stackhouse, Associate Professor
Nova Scotia Government & General
Employees Union

PROVINCE OF NOVA SCOTIA

****"REMOVAL EXPENSE MEMORANDUM"**

APPLIES TO THE EDC COLLECTIVE AGREEMENT

DEFINITIONS

1.1

Except as herein provided words and phrases shall have the same meaning as in Article 1 of the Collective Agreement.

1.2

"day" means calendar day;

1.3

"Deputy Head has the same meaning as this expression has under the *Civil Service Act*,

1.4

"Dependent" means

1.4.1

the spouse of an employee

1.4.2 an Employee's child who has not passed his/her 19th birthday, or in respect of whom the employee is entitled to an exemption under the *Income Tax Act*,

1.4.3

any other relative of an employee who is a member of the employee's household and who is dependent of him/her for support by reason of incapacity of ill health, provided the employee certifies that he/she is entitled to an exemption for this.

1.5

"Place of Duty" means the location of the official station or headquarters at

or from which an employee ordinarily performs his duties;

1.6

“Transfer” means the movement of an employee from one place of duty to another place of duty.

1.7

“Removal Expense” means the cost incurred by an employee, who has been transferred, to effect the transfer.

1.8

“Household Effects” means the furniture, household equipment and personal effects of an employee and his/her dependents used in the regular dwelling, but excludes livestock, lumber, heavy equipment or similar items, and any items used in connection with a secondary source of family income.

GENERAL POLICY

2.1

No Minister, Deputy Minister nor Departmental Official shall make any commitment to any employee which contravenes the terms and conditions set out in this Memorandum.

2.2

In any transfer or relocation, the objective is to relocate the employee in the most efficient manner that is at the most reasonable cost to the Employer, and having the minimum detrimental effect on the employee.

2.3

For any transfer, the terms and conditions of reimbursement are to be discussed with the employee at the time of his notification of transfer, and are to comply with this Memorandum.

2.4

Under the terms of this memorandum, there is a minimum distance qualification which governs the eligibility of an employee for reimbursement of removal expenses. Generally, expenses will not be paid where the old and new places of duty are within the same metropolitan area or are within reasonable commuting distance of each other. Moving expenses shall not be paid unless:

- (i) the new place of duty is outside a radius of 32 kilometres (20 miles) from the old place of duty, and
- (ii) the new residence is outside a radius of 32 kilometres (20 miles) from the old residence.

2.5

The Employer shall pay removal expenses, including disconnecting and reconnecting services, for a mobile home provided that the total costs of such does not exceed the cost of comparable removal expenses involving conventional housing.

2.6

Upon authorization of the Deputy Head of the department in which he/she is employed an advance may be made to an employee of the estimated cost of the removal expenses; or the Employer may be requested to pay invoices for transportation, cartage and other eligible expenses; payments so made will be considered as an advance to the employee pending the approval of his/her account for removal expenses.

2.6.1

When advance is made, the employee shall account for it within thirty days after the date of his/her arrival at the new place of duty and shall refund any unexpended balance forthwith, failing which, the Employer shall recover the amount due from his/her salary.

2.7

If an employee incurs expenses related to his/her transfer/relocation before he/she has received written notification or confirmation of transfer/relocation the Employer may reimburse the employee for such expenses where the Employer is satisfied the expenses were incurred in anticipation of the transfer/relocation.

2.8

Before payment, all claims made under this memorandum shall be certified by the Deputy Head of the employing department as being:

2.8.1

in accordance with this memorandum

2.8.2

just and reasonable.

EMPLOYEES MOVING EXPENSES

3.1

Consequences of Employer and Employee initiated transfers:

- 3.1.1 The transfer of an employee which is initiated by the Employer, (excluding employment competitions) is subject to the terms and conditions set out in this Memorandum;
- 3.1.2 Where an employee is required to change his/her residence by reason that:
 - (a) the employee is granted a transfer at his/her request, or
 - (b) the employee is successful through competitive examination for appointment to a vacant position, the employee is entitled to claim only those expenses and allowances which are authorized by the Deputy Head.

Removal expenses may include:

- 3.2.1 travelling expenses incurred by the employee and his/her spouse, including living expenses for not more than ten (10) days for the purpose of locating new housing accommodations; further extensions requiring prior approval of the Treasury & Policy Board;
- 3.2.2 the temporary living expenses of a single employee without dependents to a maximum of fourteen (14) days;
- 3.2.3 the temporary living expenses of an employee and his/her dependents to a maximum of thirty (30) days, extended, if necessary, for a further fourteen (14) days at the discretion of the Department Head. Further extensions require prior approval of Treasury & Policy Board;
- 3.2.4 packing, unpacking, cartage and freight of his/her household effects and necessary storage of these effects to a maximum of thirty days, including insurance there on while in transit and/or in storage. Storage charges on household effects in excess of thirty days shall not be considered as removal expenses, unless the Deputy Head of the employing department certifies that the excess period of storage is necessitated by circumstances

outside, or beyond the control of the employee;

- 3.2.5 up to \$2,000.00 to cover documented allowable miscellaneous expenses such as, disconnecting telephones, cable TV, computer equipment, stoves and other household equipment; connecting such equipment as was in use by the employee prior to his/her relocation; cleaning drapes and rugs or as an allowance toward the purchase of drapes and rugs similar to those in use by the employee prior to his/her relocation, at the discretion of the Deputy Head;
- 3.2.6 realty agency costs actually incurred by the employee in selling his/her old residence, including multiple listing charges, but not exceeding the prevailing rates in the area; as well as the necessary legal fees and mortgage interest penalty cost, provided that residence is listed for sale within sixty days of the relocation notification, or if not listed within 60 days of the relocation notification, the Deputy Head is satisfied that the expenses relate to the employee's transfer;
- 3.2.7 The actual expenses of fulfilling the employee's legal liability under a lease for accommodation at the place from which he/she is being relocated;
- 3.2.8 actual legal fees and disbursements including, recording fees, deed transfer taxes and survey fees, paid by the employee, pre owing his/her own home, in the purchase of a new home due to relocation;
- 3.2.9 any other expenses authorized under this memorandum or as approved by Treasury & Policy Board under Section 3.6.

3.3

If an employee has a spouse who is also an employee and both parties are transferred to the same place, the terms and conditions of this memorandum shall apply as to an employee and spouse, not as two separate employees.

3.4

An employee who is transferred, shall move his/her household effects as economically as is consistent with efficiency of service and safety in transit of such, but in no case shall the cost exceed the amount that would be charged by an efficient, licensed carrier. Wherever possible bids should be obtained from at least three recognized carriers, with the lowest bidder being engaged. The Deputy Head should so certify in cases where it is not possible to obtain three competitive bids.

3.5

The employee and his/her dependents may travel by automobile and charge the allowable mileage rates for employees or by bus, train or aircraft and the rules

applicable to such modes of travel shall pertain.

3.6

Where, in the opinion of the Department Head, an employee suffers financial hardship by reason of transfer, additional assistance may be approved in compensation for such hardship by Treasury & Policy Board upon recommendation of the Department Head as follows:

ACCOMMODATION BEING VACATED:

An employee may be reimbursed for part or all of duplicate housing costs consisting of the interest portion of a mortgage, property insurance and utility costs paid in respect of the employee's former residence for a period for which the employee is also occupying an paying mortgage or other interest in respect of a new residence.

Such reimbursement shall be limited to the lesser of the actual costs for a period not to exceed three months or two thousand dollars (\$2,000).

NEW ACCOMMODATION:

An employee may be reimbursed for part or all of interest charges for a bridging loan to enable the employee to meet the down-payment on a new residence pending the sale of his former residence.

Such interest charges may be claimed for a period not to exceed three months or \$5,000. Whichever is less.

MAXIMUM PRINCIPAL AMOUNT OF BRIDGING LOAN INTEREST CHARGES:

The maximum principal amount of the bridging loan that can be claimed shall not exceed a figure equivalent to twenty-five (25) percent of the purchase price of the new residence.

APPENDIX #1

The text set out in Appendix 1 below is the LTD Plan Text, effective May 1, 2002. It may be amended periodically pursuant to the provisions of the Plan, and questions regarding the current LTD Plan text may be directed to the LTD Plan Office; Public Service Commission (Staff Relations) or NSGEU.

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 occupation pays not less than 80% of the current rate of the position, class and step he/she held prior to disability;
 - (ca) "disability"/"disabled" means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, 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 24 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 occupation pays not less than 75% 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 24 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(f) of the Civil Service Collective Bargaining Act and all other Nova Scotia Government & General Employees Union members who are insured under the Plan;
- (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 1.77% of the employee's normal salary, to a maximum normal bi-weekly salary of \$4,615.39;
 - (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 the 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 Section 6(3).
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review.
- (3) A Medical Appeal System has been established with the following provisions:
 - (a) Such appeal system will 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 by the Fund;
 - (c) Any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Plan Administrator.

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 Sections 8(8) and 8(8A) 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.

- (6A) For greater certainty, where, pursuant to subsection 7(6), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted.

- (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 which respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless he/she has completed 12 consecutive months of service after the date of hire during which time he/she 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;
 - (aa) For employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's pre-disability salary to a maximum benefit of \$3,000.00 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) or at 65% under Section 8(1)(aa), as the case may be. For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.
- (2) For employees, who are in receipt of benefits:
 - (a) contributions to the Public Service Superannuation Plan which would

- otherwise be made by an employee, shall be made by the employee based on the current rate of pay for the position, class and step he/she held prior to disability, with matching contributions being made by the employer;
- (b) any contributions required to be made to the Canada Pension Plan in respect of the employee, including both employee and employer contributions, shall be made by the Fund.
- (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 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.
- (5) 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;
- (6) 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;
- (7) Increases to benefits under this Plan to reflect cost of living increases shall be determined as follows:
- (a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;
- (b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;

- (c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;
 - (d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-month period ending October 31st, based on the figures as published by Statistics Canada for that period.
- (8) 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.
- (8A) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:
- (a) the last day of the month during which the employee attains the age of 60 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan.
- (9) Despite subsection (6), in the case of employees
- (a) covered by the Interim Memorandum of Agreement between the

Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and

- (b) who are not members of NSGEU but who are, by agreement by the sponsors, in the same situation as those referred to in (a);

and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:

- (i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and
- (ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits.

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, 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 65 percent 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 last day of the month during which the employee attains the age of 60 years;
 - (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;
 - (4) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan.

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:
 - (1) rehabilitation employment programs,
 - (2) medical assessments,
 - (3) self-employment;

- (4) 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 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 employee 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 and General 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.

PLACEMENT/SEVERANCE

15. (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.
- (3) Employees who have been disentitled to benefits under this Plan shall be entitled to receive severance payments in accordance with provisions of the collective agreement.

SUBROGATION

16. (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 reimbursement to the Trustees of any disability benefits paid, and the balance, if any shall be paid to the employee whose rights were subrogated.
 - (b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein.

- (c) 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.

APPENDIX #2

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 #3

REGIONS PURSUANT TO ARTICLE 32

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

APPENDIX #4

DEPARTMENTS, AGENCIES, BOARDS & COMMISSIONS

DEPARTMENTS

Agriculture
Community Services
Economic and Rural Development
Education
Energy
Environment
Finance
Fisheries and Aquaculture
Health
Health Promotion and Protection
Intergovernmental Affairs
Justice
Labour and Workforce Development
Natural Resources
Public Service Commission
Seniors
Service Nova Scotia & Municipal Relations
Tourism, Culture and Heritage
Transportation and Infrastructure Renewal

AGENCIES, BOARDS, & COMMISSIONS

Acadian Affairs
Advisory Council on the Status of Women
Alcohol and Gaming Authority
Chief Information Office
Communications Nova Scotia
Disabled Persons Commission
Emergency Management Office
Executive Council Office
Gaming Corporation
Government House
Human Rights Commission
Office of Aboriginal Affairs
Office of the Auditor General
Office of Immigration
Office of the Legislative Counsel
Office of the Ombudsman
Office of the Premier
Office of the Speaker
Primary Forest Products Marketing Board
Public Prosecution Service
Securities Commission
Sydney Tar Ponds Agency
Treasury Board
Utility and Review Board
Workers' Compensation Appeal Tribunal
Youth Secretariat

Schedule "A" - Education Classification and Pay Plan - EDC Bi-Weekly Rates

Effective April 1, 2008 to March 31, 2009

	LECTURER		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR
1	\$ 1,716.94	1	\$ 2,169.00	1	\$ 2,488.99	1	\$ 3,088.14
2	\$ 1,777.03	2	\$ 2,244.91	2	\$ 2,576.09	2	\$ 3,165.36
3	\$ 1,839.20	3	\$ 2,323.51	3	\$ 2,666.26	3	\$ 3,244.50
4	\$ 1,903.61	4	\$ 2,404.82	4	\$ 2,759.57	4	\$ 3,325.60
5	\$ 1,970.22	5	\$ 2,488.99	5	\$ 2,856.16	5	\$ 3,408.76
6	\$ 2,039.19	6	\$ 2,576.09	6	\$ 2,927.57	6	\$ 3,493.97
7	\$ 2,110.54	7	\$ 2,666.26	7	\$ 3,000.75	7	\$ 3,581.31
			\$ 2,759.57	8	\$ 3,075.77	8	\$ 3,635.04
			\$ 2,856.16	9	\$ 3,152.66	9	\$ 3,689.55
				10	\$ 3,231.48	10	\$ 3,744.91
				11	\$ 3,312.28	11	\$ 3,801.08
				12	\$ 3,395.07	12	\$ 3,858.10
				13	\$ 3,479.96	13	\$ 3,915.97
						14	\$ 3,974.72
						15	\$ 4,034.33
						16	\$ 4,094.84
						17	\$ 4,156.26
						18	\$ 4,218.60

Schedule "A" - Education Classification and Pay Plan - EDC Bi-Weekly Rates

Effective April 1, 2009 to March 31, 2010

	LECTURER		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR
1	\$ 1,766.73	1	\$ 2,231.90	1	\$ 2,561.17	1	\$ 3,177.70
2	\$ 1,828.56	2	\$ 2,310.01	2	\$ 2,650.80	2	\$ 3,257.16
3	\$ 1,892.54	3	\$ 2,390.89	3	\$ 2,743.58	3	\$ 3,338.59
4	\$ 1,958.81	4	\$ 2,474.56	4	\$ 2,839.60	4	\$ 3,422.04
5	\$ 2,027.36	5	\$ 2,561.17	5	\$ 2,938.99	5	\$ 3,507.61
6	\$ 2,098.33	6	\$ 2,650.80	6	\$ 3,012.47	6	\$ 3,595.30
7	\$ 2,171.75	7	\$ 2,743.58	7	\$ 3,087.77	7	\$ 3,685.17
		8	\$ 2,839.60	8	\$ 3,164.97	8	\$ 3,740.46
		9	\$ 2,938.99	9	\$ 3,244.09	9	\$ 3,796.55
				10	\$ 3,325.19	10	\$ 3,853.51
				11	\$ 3,408.34	11	\$ 3,911.31
				12	\$ 3,493.53	12	\$ 3,969.98
				13	\$ 3,580.88	13	\$ 4,029.53
						14	\$ 4,089.99
						15	\$ 4,151.33
						16	\$ 4,213.59
						17	\$ 4,276.79
						18	\$ 4,340.94

Schedule "A" - Education Classification and Pay Plan - EDC Bi-Weekly Rates

Effective April 1, 2010 to March 31, 2011

	LECTURER		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR
1	\$ 1,810.90	1	\$ 2,287.70	1	\$ 2,625.20	1	\$ 3,257.14
2	\$ 1,874.27	2	\$ 2,367.76	2	\$ 2,717.07	2	\$ 3,338.59
3	\$ 1,939.85	3	\$ 2,450.66	3	\$ 2,812.17	3	\$ 3,422.05
4	\$ 2,007.78	4	\$ 2,536.42	4	\$ 2,910.59	4	\$ 3,507.59
5	\$ 2,078.04	5	\$ 2,625.20	5	\$ 3,012.46	5	\$ 3,595.30
6	\$ 2,150.79	6	\$ 2,717.07	6	\$ 3,087.78	6	\$ 3,685.18
7	\$ 2,226.04	7	\$ 2,812.17	7	\$ 3,164.96	7	\$ 3,777.30
		8	\$ 2,910.59	8	\$ 3,244.09	8	\$ 3,833.97
		9	\$ 3,012.46	9	\$ 3,325.19	9	\$ 3,891.46
				10	\$ 3,408.32	10	\$ 3,949.85
				11	\$ 3,493.55	11	\$ 4,009.09
				12	\$ 3,580.87	12	\$ 4,069.23
				13	\$ 3,670.40	13	\$ 4,130.27
						14	\$ 4,192.24
						15	\$ 4,255.11
						16	\$ 4,318.93
						17	\$ 4,383.71
						18	\$ 4,449.46

Schedule "A" - Education Classification and Pay Plan - EDC Bi-Weekly Rates

Effective April 1, 2011 to March 31, 2012

	LECTURER		ASSISTANT PROFESSOR		ASSOCIATE PROFESSOR		PROFESSOR
1	\$ 1,856.17	1	\$ 2,344.89	1	\$ 2,690.83	1	\$ 3,338.57
2	\$ 1,921.13	2	\$ 2,426.95	2	\$ 2,785.00	2	\$ 3,422.05
3	\$ 1,988.35	3	\$ 2,511.93	3	\$ 2,882.47	3	\$ 3,507.60
4	\$ 2,057.97	4	\$ 2,599.83	4	\$ 2,983.35	4	\$ 3,595.28
5	\$ 2,129.99	5	\$ 2,690.83	5	\$ 3,087.77	5	\$ 3,685.18
6	\$ 2,204.56	6	\$ 2,785.00	6	\$ 3,164.97	6	\$ 3,777.31
7	\$ 2,281.69	7	\$ 2,882.47	7	\$ 3,244.08	7	\$ 3,871.73
		8	\$ 2,983.35	8	\$ 3,325.19	8	\$ 3,929.82
		9	\$ 3,087.77	9	\$ 3,408.32	9	\$ 3,988.75
				10	\$ 3,493.53	10	\$ 4,048.60
				11	\$ 3,580.89	11	\$ 4,109.32
				12	\$ 3,670.39	12	\$ 4,170.96
				13	\$ 3,762.16	13	\$ 4,233.53
						14	\$ 4,297.05
						15	\$ 4,361.49
						16	\$ 4,426.90
						17	\$ 4,493.30
						18	\$ 4,560.70