

**EMPLOYMENT AGREEMENT**

**between**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE of NOVA SCOTIA**

**represented by the**

**NOVA SCOTIA PUBLIC SERVICE COMMISSION**

**and the**

**THE NOVA SCOTIA CROWN ATTORNEYS' ASSOCIATION**

**April 1, 2023- March 31, 2027**

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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 Association, to improve the quality of the Public Prosecution Service and to promote the well-being and the increased productivity of its employees to the end that the justice system 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 purposes of this Agreement:

“Employee Group” means all the probationary, permanent, and term Crown Attorneys, and Senior Crown Attorneys appointed under the *Public Prosecutions Act, S.N.S. 1990, Chapter 21* excluding Casual Crown Attorneys, Per Diem Crown Attorneys, Regional Crown Attorneys (Administrative – Halifax Region), Chief Crown Attorneys, the Deputy Director of Public Prosecutions and the Director of Public Prosecutions.

- (1) “Daily rate of pay” means an employee’s bi-weekly rate of pay divided by ten (10).
- (2) Day:
  - (a) “Business Day” means Monday through Friday, excluding holidays.
  - (b) “Calendar Day” means any day of the week, including holidays.
  - (c) “Work Day” means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.
- (3) “Employee” means a person who is included in the Employee Group.
- (4) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (5) “Employer” means His Majesty the King in the Right of the Province as represented by the Public Service Commission.
- (6) “Holiday” means the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.
- (7) “Leave of Absence” means absent from work with permission.



- (8) “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.
- (9) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (10) “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.
- (11) “Term Employee” means an employee in an assignment of work up to a maximum of three (3) years.
- (12) “Week” means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours.
- (13) “Association” means the Nova Scotia Crown Attorneys’ Association.

**1.02 Service**

For the purposes of this Agreement, “service” means:

- (a)
  - (1) total accumulated months of employment for employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*; and
  - (2) total accumulated months of unbroken full-time employment where the unbroken employment in Departments, Boards, Commissions and Agencies enumerated in Schedule F has been a combination of full-time and unbroken non-civil service and civil service employment.
- (b)
  - (1) Notwithstanding Article 1.02 (a) except as otherwise provided in this Agreement, one (1) month of service and therefore one (1) month of service related benefits shall be credited to an employee who receives salary for more than ten (10) days during that calendar month.
  - (2) For the purposes of Article 1.02 (b) (1), service related benefits are vacation, sick leave, Public Service Awards and severance.

### **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 *Public Prosecutions Act* have the same meaning as given to them in the *Civil Service Act* and Regulations or the *Public Prosecutions Act*.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Association as the Exclusive Negotiating Agent for all employees of the Employer in the Employee Group.

### **2.01 No Discrimination for Association 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 Association.

## **ARTICLE 3 – EQUITY AND DIVERSITY**

### **3.01 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.

### **3.02 Equity and Diversity Initiatives**

The Employer and the Association are committed to a workplace that is free of discrimination, values diversity and is representative of the people of Nova Scotia. The Employer and the Association agree to meet semiannually to identify initiatives that support equity of opportunity, reasonable accommodations and diversity in the workplace.

## **ARTICLE 4 – APPLICATION**

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

## **ARTICLE 5 – 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 6 – FUTURE LEGISLATION**

### **6.01 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.

### **6.02 Conflict with Regulations**

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

## **ARTICLE 7 – MANAGEMENT RIGHTS**

### **7.01 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 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 Association as being retained by the Employer.

### **7.02 Safety Regulations**

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

### **7.03 Consistent Application**

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

#### **7.04 Delegation of Authority**

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

### **ARTICLE 8 – RIGHTS AND PROHIBITIONS**

#### **8.01 No Lockout or Strike**

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

#### **8.02 Sanction of Strike**

The Association shall not sanction, encourage, or support financially or otherwise, a strike by its members.

### **ARTICLE 9 – ASSOCIATION INFORMATION**

#### **9.01 Bulletin Boards**

The Employer will provide, upon request by the Association, adequate and visible bulletin board space in each work area for the posting of notices by the Association pertaining to elections, appointments, meeting dates, news items, social and recreational affairs. The Association and the Employer may bring to the attention of the other party 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.

#### **9.02 Distribution of Association Literature**

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

### **ARTICLE 10 – INFORMATION**

#### **10.01 Copies of Agreement**

The Employer agrees to supply each employee with an electronic copy of the Agreement within ninety (90) days of the signing unless the Employer and the Association agree otherwise. Upon employee request, the Employer will also supply a hard copy of the Agreement.

### **10.02 Letter of Appointment**

An employee, upon hiring, shall be provided with a statement of their classification and employment status and applicable rate of pay.

### **10.03 Employer to Acquaint New Employees**

The Employer agrees to provide new employees at the time of hiring, or as soon as practicable thereafter, with an electronic copy of the agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and Association Regional Representatives. Upon employee request, the Employer will also supply a hard copy of the Agreement.

### **10.04 Association to Acquaint New Employees**

The Employer agrees to provide the Association at the time of hiring, or as soon as practicable thereafter, an opportunity to meet, in the workplace, each new member to explain rights and obligations of Association membership, the role and structure of the Association, including Association Regional Representatives, and the provisions of the agreement.

### **10.05 Employee Information Provided to Association**

- (a) Within 60 days of the signing of the agreement, the Employer shall provide to the Association the names, classifications, positions, employment status (permanent, term, probationary), pay rates and the last known home address of all employees who are covered by this Agreement.
- (b) The Employer shall provide to the Association, on at least a monthly basis, a report containing any changes to the information specified in Article 10.05 (a).
- (c) Should the Employer be unable to comply with either Article 10.05 (a) or 10.05 (b) due to operational capabilities, the Employer shall provide the Association with reasonable notice.
- (d) The Association is committed to protecting the privacy and confidentiality of employees' personal information. Employee home addresses shall be used for the purpose of Association business only.
- (e) The Employer agrees to provide the Association such information relating to employees in the employee group that in the opinion of the Employer may be required for bargaining purposes.

## **10.06 Position Descriptions**

- (a) A new employee or an employee who is appointed to a new position shall receive, upon commencement in the new position, information related to their role and the work environment, and be provided a position description outlining the duties and responsibilities assigned to their position.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once the review and revision has been concluded, the affected employees (s) shall be provided a copy of the position description.
- (c) All position descriptions shall be signed by the Public Service Commission and copies shall be forwarded to the Association.

## **ARTICLE 11 – APPOINTMENT**

### **11.01 Probationary Period**

Except as provided in 11.02(b) and 11.03, an employee may be appointed to their permanent position on a probationary basis for a period not to exceed twelve (12) months. Where an employee is appointed to a permanent position on a probationary basis, time worked by the employee in a term position shall count towards the twelve (12) month probationary period provided the term appointment concluded no longer than four (4) calendar weeks preceding the appointment.

### **11.02 Confirmation of Permanent Appointment**

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

### **11.03 Extension of Probationary Period**

- (a) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for a period not to exceed six (6) months, providing the employee is not under constant supervision due to a requirement to travel in the performance of their duties or required to work for extended periods in a location separate from their immediate supervisor.
- (b) When an employee's probationary appointment is to be extended as provided in Article 11.03(a), the Director of Public Prosecutions shall notify the employee one (1) calendar month prior to the expiry of the probationary period setting out the reasons for the extension.

- (c) The Employer may, before the expiration of the employee's initial twelve (12) month period of appointment on a probationary basis, extend the probationary appointment for the length of time that the employee may have been on leave during the probationary period, where such leave exceeds forty (40) continuous work days.

#### **11.04 Termination of Probationary Appointment**

The Director of Public Prosecutions may terminate a probationary appointment at any time.

#### **11.05 Term Appointment**

“Term Employee” means an employee appointed on a term basis in an assignment of work up to a maximum of three (3) years.

#### **11.06 Termination of Term Appointment**

The Director of Public Prosecutions may terminate a term appointment at any time.

#### **11.07 Change of Term Status**

- (a) The Employer may change the status of an employee appointed under the provisions of Article 11.05 to probationary or permanent in accordance with the applicable provisions of the Agreement.
- (b) In the event that
  - (i) a term appointment exceeds three (3) years, or
  - (ii) the initial term appointment is renewed resulting in total combined periods of more than three (3) consecutive years,

the Employer shall change the status of the employee appointed to the position from term to permanent upon completion of the three (3) years (156 continuous weeks) service and shall notify the employee in writing. For the purpose of this Article, “service” is calculated from the date of last appointment to the Public Prosecution Service.

#### **11.08 Termination Notice**

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

### **11.09 Pay in Lieu of Termination Notice**

Where less notice in writing is given than provided for, an employee terminated in accordance with the provisions of Article 11.08, shall continue to receive their pay for the number of work days prior to the date of termination.

### **11.10 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 within the period of notice pursuant to Article 11.08.

### **11.11 Re-employment in Former Position**

Where a permanent employee terminated or resigns for any reason and is re-hired through the competition process within one year of the termination or resignation they shall be appointed as a permanent employee and not subject to a probationary period.

### **11.12 Permanent Employees Appointed to Term Positions**

- (a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a permanent position in their same geographic location. Such employees shall be entitled to ten (10) business day's written notice in the event there is to be an earlier expiry date of the term appointments.
- (b) Provided there is no present incumbent, and where the term exceeds three (3) years or the position is determined permanent prior to three (3) years, the Employer shall declare as the incumbent the employee who occupies that term position, unless the employee chooses to return to a permanent position in their same geographic region or unless the parties agree otherwise.

### **11.13 No Avoidance**

The Employer will not utilize per diem crown attorneys and term appointments to avoid filling a permanent position.

## **ARTICLE 12 – RE-ASSIGNMENT AND JOB POSTING**

### **12.01 Re-Assignment**

- (a) Notwithstanding any other provision in this agreement, the Employer has the right to assign or re-assign employees or work as required within the 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, requests for internal reassignment may be invited by the Employer.
- (c) The Employer will notify the Association 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 their concern with their immediate supervisor through the established informal step in the grievance procedure.

## **12.02 Job Posting**

- (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, prior to filling new positions or vacancies by job posting, the Employer will invite employees who have been appointed on a permanent basis to submit an expression of interest. Where more than one expression of interest is received, the employee with the greatest length of service with the Public Prosecution Service will fill the position. All applicants for an expression of interest must have a minimum of a “competent” rating on their most recent performance appraisal.
  - (i) Employees with 2 years or less of service with Public Prosecution Service, who are successful for a Crown Attorney competition outside of Halifax Metro are required to serve for 24 months in that position prior to being eligible to compete for other Crown Attorney postings.
  - (ii) A Term Employee with 12 months or more of service with the Public Prosecution Service may submit an expression of interest for term positions.
  - (iii) A Term Employee with 24 months or more of service with the Public Prosecution Service may submit an expression of interest for permanent positions.
- (b) When a new position or vacancy in the employee group is to be filled by job posting, the Employer shall post, for a minimum of ten (10) work days, notice of such new position or vacancy electronically.
- (c) 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, all new positions or vacancies to be filled by job posting shall be subject to competition. The Employer reserves the right to post, screen and interview simultaneously for such positions both internally and externally.
- (d)
  - (i) The Employer may decide that a new or vacant position be restricted to Indigenous persons, racially visible persons, persons with disabilities, African Nova Scotians and/or other persons in non-traditional roles. The Employer shall provide the Association with the rationale it relied upon in restricting any position.
  - (ii) A position restricted under Article 12.02(d)(i) shall be posted for a maximum of thirty (30) days. Subject to agreement of the Association and the Employer, if a restricted position is not filled within thirty (30) days of the closing date of the posting, the position shall revert to unrestricted.

- (iii) A restriction under Article 12.02(d)(i) will apply at all stages of filling the vacancy, specifically including the EOI process reflected in Article 12.02(a).
- (e) Where no employee group applicant is determined to be qualified by the Employer, the Employer may proceed to offer positions to applicants from outside the employee group.
- (f) In the event that a vacancy arises within a twelve (12) month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing competition within the twelve (12) month period.

### **12.03 Hiring Pool**

- (a) Where the Employer anticipates that ongoing vacancies will arise for positions for Crown Attorney positions the Employer may create a hiring pool.
- (b) The Employer shall post, for a minimum of ten (10) work days, notice of such hiring pool electronically.
- (c) The Employer reserves the right to post simultaneously for expression of interest, internal competition and external competition to create the hiring pool.
- (d) When a new vacancy arises, the following process will apply:
  - The employer will post internally for 10 days, inviting applicants to apply (simultaneously) via EOI (permanent Crowns) and internally (term Crowns)
  - If the vacancy is not filled by way of EOI 1<sup>st</sup>, or internal term 2<sup>nd</sup>, the employer may then move to the roster for offer of employment (external candidates)
- (e) The hiring pool exists to fill vacancies for a 12-month period from the date the hiring pool is approved by the Employer.
- (f) A term employee whose assignment is expected to or does expire during the life of the hiring pool is eligible to apply for the pool.

### **12.04 Filling Vacancies**

Where it is the opinion of the Employer that:

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

## **ARTICLE 13 – TEMPORARILY WORKING IN AN EXCLUDED POSITION**

### **13.01**

- (a) Where an employee successfully competes for an excluded position and takes an approved leave from their employee group position to work in an excluded position, the employee has a right to return to their employee group position at the expiry of the excluded position.
- (b) While in the excluded position, the employee shall not pay Association dues nor shall the Association have a duty to represent the employee in any matter arising out of their excluded position. However, the Association reserves the right to represent the employee in relation to their right to return to their employee group position.
- (c) Should the employee apply for an employee group position while on an approved leave from their employee group position, the employee shall be considered an internal applicant.

### **13.02 Acting in an Excluded Position**

- (a) Where an employee is designated to perform the principal duties of a higher position, for three (3) or more consecutive working days they shall receive payment of acting pay, at the rate of pay of the higher paying position.
- (b) Acting pay provisions do not preclude the right of the Director of Public Prosecutions to assign duties of any employee among remaining employees of the work unit where temporary absences occur.
- (c) An employee who is appointed to an excluded position on an acting basis shall remain in the employee group for the duration of the acting position.

### **13.03 Returning to an Association Position**

Where a Management Employee requests to return to an Association position, upon approval of the Director of Public Prosecutions and with agreement from the Association, which neither approval nor agreement will be withheld arbitrarily by either party, the Management position will be posted internally to all Nova Scotia Crown Attorneys with the successful candidate placed in the Management position. The requesting Manager will be placed in the now vacant Association position.

## **ARTICLE 14 – CHECKOFF**

### **14.01 Deduction of Association 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 employee group.

The Association will not deduct dues when an employee is on a leave without pay.

### **14.02 Notification of Deduction**

The Association shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 14.01.

#### **14.03 Religious Exclusions**

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Association dues provided they make a contribution equal to said Association dues to some recognized charitable cause.

#### **14.04 Remittance of Association Dues**

The amounts deducted in accordance with Article 14.01 shall be remitted to the Treasurer of the Association by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

#### **14.05 Liability**

The Association 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 15 – ASSOCIATION REGIONAL REPRESENTATIVES**

#### **15.01 Recognition**

The Employer acknowledges the right of the Association to appoint employees as Association Regional Representatives.

#### **15.02 Notification**

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

#### **15.03 Association Representatives**

The Employer will advise an employee that they have the right to Association representation where an employee is required to attend a meeting with the Employer for the purpose of being advised of a verbal warning, written warning, suspension without pay or discharge. Should the Association be unavailable to participate within a reasonable amount of time, the Employer may proceed with the suspension or discharge meeting in the Association's absence.

#### **15.04 Servicing of Grievances**

It is understood that the officers, Association Regional Representatives, and members of the Association 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 Association Regional Representative will not leave the job without giving an explanation for leaving and obtaining the Supervisor's permission.

Permission will not be unreasonably withheld. The Association Regional Representative shall report back to the Supervisor before resuming the normal duties of their position.

## **ARTICLE 16 – TIME OFF FOR ASSOCIATION BUSINESS**

### **16.01 Leave Without Pay for Association President**

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to the President of the Association for Association business. Such permission shall not be unreasonably withheld.

### **16.02 Notification to Employer**

The Association shall notify the Employer of the names, of the members of the Association Executive and Regional Representatives.

### **16.03 Meetings**

A meeting may be conducted in conjunction with the Public Prosecution Service Annual Conference in which case one half day with pay will be provided during the Conference for this meeting.

For clarity, this Article is intended to provide time for the Association to perform Association business only. The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the conduct of the Association Members.

### **16.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay for not more than three (3) representatives of the employee group for the purpose of attending contract negotiation meetings with the Employer on behalf of the Association. Such permission shall not be unreasonably withheld.

### **16.05 Grievance Meetings**

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

### **16.06 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) grievors for the purpose of attending their own grievance hearing;

(b) called as a witness by an Adjudicator prescribed by Article 28; (c)

meeting with management in joint consultation prescribed by Article 29.

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Hours of Work**

The normal hours of work shall be 8:30 a.m. to 4:30 p.m. Monday to Friday.

### **17.02 Flexible Working Hours**

- (a) The Employer shall authorize a flexible working hours schedule, if the Employer is satisfied that operational requirements and the efficiency of the service permit.
- (b) The Employer may approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

### **17.03 Modified Work Week**

- (a) Where employees in a unit have indicated a desire to work a modified work week, the Director of Public Prosecutions or delegated official may authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall be three (3) calendar weeks, and the work day shall not exceed (7.5) hours.
- (b) The Employer may approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

### **17.04 Return to Regular Times of Work**

In the event that a modified work week or flexible working hours system provided for in Article 17.02 and 17.03:

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

### **17.05 Conversion of Hours**

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

- calculation of service under Article 1.02 (b)
- annual vacation entitlement
- vacation carry over
- paid holidays under Article 20.01
- bereavement leave
- leave for family illness

- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period
- rest periods

## **ARTICLE 18 – After Hours “On-Call” Compensation**

### **18.01 On Call Period**

“On Call” duty will run each week from Friday 4:30 p.m. through to the following Friday at 8:30 a.m.

### **18.02 On Call Compensation**

Effective April 1, 2023 where an Employee is required to provide “On Call” duty the Employee will be compensated as follows:

- (a) \$251.46 for regular shifts on Monday, Tuesday, Wednesday and Thursday from 4:30 p.m. to 8:30 a.m.
- (b) \$1257.30 for regular shifts on Friday at 4:30 p.m. until Monday at 8:30 a.m.
- (c) \$388.00 for shifts on a holiday from 8:30 a.m. until 8:30 a.m.

### **18.03 On Call Assignment**

It is the intent of the Employer that, whenever possible, “On Call” duty will be performed on a voluntary basis.

If there are insufficient volunteers available to provide “On Call” duty, the Employer reserves the right to assign Employees.

In the event the Employer determines that mandatory assignments are required, the Employer shall provide formal notice of at least two (2) weeks to the intended assignees and provide a copy of the notice to the Association.

An employee must possess two years of prosecutorial experience, in order to be eligible to perform “On Call” duty.

## **ARTICLE 19 – VACATIONS**

### **19.01 Annual Vacation Entitlement**

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

- (a) each year during their first sixty (60) months of service at the rate of one and one-quarter (1 ¼) days for each month of service; three (3) weeks during first five (5) years of service.

- (b) each year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after five (5) years of service.
- (c) each year after one-hundred and eighty (180) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after fifteen (15) years of service.
- (d) each year after two hundred and eighty-eight (288) months of service at the rate of two and one-half (2 1/2) days for each month of service; six (6) weeks after twenty four (24) years of service.

### **19.02 Annual Vacation Entitlement & Previous Employment**

Where an employee is able to satisfy the requirements of Section 72(2A) or (2B) of the General Civil Service Regulations, they shall receive the applicable annual vacation entitlement listed in these provisions.

### **19.03 Vacation Year**

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

### **19.04 Authorization**

An employee shall be granted vacation leave at such time during the year as the Director of Public Prosecutions or their designate determines.

### **19.05 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 Director of Public Prosecutions or delegated official in writing of their vacation preference as soon as possible for the following vacation year but before February 15<sup>th</sup> in each year. The Director of Public Prosecutions will respond in writing by March 15<sup>th</sup> 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 operational requirements necessitate a decision by the Director of Public Prosecutions to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to the employees with greatest length of service.
- (d) The Director of Public Prosecutions shall post the approved vacation schedule no later than March 15<sup>th</sup>.
- (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 Director of Public Prosecutions 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.

#### **19.06 Employee Request**

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

#### **19.07 Unbroken Vacation**

Where operational requirements permit, the Director of Public Prosecutions shall make every reasonable effort to grant to an employee their request to enjoy their vacation entitlement in a single unbroken period of leave.

#### **19.08 Vacation Carry Over**

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days shall be carried over to the following year, but shall lapse if not used before the close of that year unless the Employee requests and receives in writing permission to carry over the vacation leave as Accumulative Vacation Carry Over under Article 19.09.
- (b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year. Notwithstanding 19.08(a) and 19.08 (b), upon return from one of the above noted leaves, where there is sufficient time available and operational requirements permit, the employee shall use their remaining vacation entitlement within the current vacation year.

#### **19.09 Accumulative Vacation Carry Over**

- (a) An employee may be granted permission to carry over five (5) days of vacation leave each year to a maximum of four (4) weeks if, in the opinion of the Director of Public Prosecutions, it will not interfere with the efficient operation of the Department.
- (b) The scheduling of any vacation carryover accumulated pursuant to 19.09(a) is subject to authorization and scheduling in accordance with Article 19.04, Article 19.05, Article 19.06 and Article 19.07.

### **19.10 Borrowing of Unearned Vacation Credits**

On the recommendation of the Director of Public Prosecutions and with the approval of the Employer, an employee who has been employed in the Civil 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 their separation from the Civil Service, shall be compensated for vacation leave to which they are entitled.

### **19.12 Employer Compensation Upon Separation**

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

### **19.13 Vacation Credits Upon Death**

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

### **19.14 Vacation Records**

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

### **19.15 Recall from Vacation**

The Director of Public Prosecutions will make every reasonable effort not to recall an employee to duty after they have proceeded on vacation leave.

### **19.16 Reimbursement of Expenses Upon Recall**

Where, during any period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses, subject to the provisions of Article 30 that they incur:

- (a) in proceeding to their place of duty; and
- (b) in returning to the place from which they was recalled if they immediately resumes vacation leave upon completing the assignment for which they 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 Director of Public Prosecutions, 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 work days, and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee will be granted sick leave and their 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) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) National Day for Truth and Reconciliation
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) 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 civil holiday, the first Monday in August.
- (n) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon
- (o) 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 work day immediately preceding and the work 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:

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

### **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.

## **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, an employee shall be entitled to special leave with pay for a period of up to five (5) consecutive work days for each death. Immediate family is defined as father, mother, step-parents, sibling, half-sibling, step-sibling, spouse, child of the employee, father-in law, mother-in law, child-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.
- (b) The paid leave entitlement in (a) will expire after (7) calendar days commencing midnight following the death, except that the employee may seek approval from the Employer or delegated official at the time of the death to defer a portion of the leave to a later date due to the burial and/or service relating to the death taking place beyond this timeframe. The deferral will be limited to one (1) year beyond the expiration of seven (7) calendar days commencing midnight following the death.
- (c) An employee shall be entitled to special leave with pay up to a maximum of one (1) work day in the event of death of the employee's sibling-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.

- (d) In the event of a death of the employee's sibling-in-law and subject to the paid leave provided pursuant to Article 21.02(c) above, upon request, an employee shall be granted up to an additional four (4) days of unpaid leave. For clarity, the paid and unpaid leave days under Article 21.02(c) and (d) cannot exceed a total of five (5) consecutive working days.
- (e) Every employee shall be entitled to an unpaid leave of absence of up to five (5) consecutive work days upon the death of the employee's guardian.
- (f) The above entitlement is subject to the proviso that proper notification is made by the employee to their Director of Public Prosecutions or delegated official.
- (g) 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 their 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:

by subpoena or summons to attend as a witness in any proceeding held:

- (1) in or under the authority of a court; or
- (2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
- (3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Where an employee notifies the Employer in advance, where possible, that they are required to serve pursuant to Article 21.03, as a result of the functions they fulfill on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked.

### **21.04 Selection and Promotion Leave**

When an employee participates in a personnel selection process for a position in the Civil Service or for promotion, they 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 their 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 their supervisor as soon as possible after the requirement of their presence is known.

### **21.05 Leave for Family Illness**

- (a) In this article family member means spouse, child, parent, sibling, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee.
- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying their Director of Public Prosecutions or delegated official, leave with pay up to a maximum of five (5) work days per annum except where otherwise provided in (c). The Director of Public Prosecutions may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.
- (c) In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence and/or support of the employee is required, the employee may be granted, after notifying their Director of Public Prosecutions or delegated official, approval to access leave credits provided for pursuant to 21.05(b). The Director of Public Prosecutions may require proof of need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

### **21.06 Pregnancy Leave**

- (a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to sixteen (16) weeks as provided herein.
- (b) No later than the fifth (5<sup>th</sup>) month of pregnancy, the employee shall submit to the Employer through the Director of Public Prosecutions 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 sixteen (16) weeks after the pregnancy leave began pursuant to Article 21.06 (d).
- (f) A pregnant employee shall provide the Employer with a 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 they will take the maximum leave to which the employee is entitled.

- (g) The notice referred to in Article 21.06 (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 21.06 (g) is not possible, the employee shall give the Employer through the Director of Public Prosecutions as much notice as reasonably practicable of:
  - (i) the date the employee will begin the pregnancy leave where they have advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from their pregnancy;
  - (ii) the delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 21.06 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 21.06, the employee shall resume work in the same position they 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 their leave, and their 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 receives salary for more than ten (10) days during that calendar month.

- (m) Leave for illness of an employee arising out of or associated with their pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 21.06 may be granted in accordance with the provisions of Article 23.

### **21.07 Pregnancy Leave Allowance**

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that the Employee 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 one (1) week before receiving E.I. benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
  - (ii) where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
  - (iii) 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 (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
- (c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of their 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 employees' classification.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefits period, benefits under the S.E.B. Plan will be adjusted accordingly.



- (e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Skills Development Canada, where their annual income exceeds one and one-half (1 ½) 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.

## **21.08 Parental Leave**

### **(a) Parental Leave**

Subject to 21.08 (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 seventy-seven (77) weeks upon giving the Employer through the Director of Public Prosecutions, 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 21.06 (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 sixty-one (61) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 21.06.

### **(c) Parental Leave other than in Article 21.08 (b)**

For an employee other than one whom Article 21.08 (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 seventy-seven (77) 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 21.08(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 21.08(b) or (c), the employee shall resume work in the same position they 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 their leave, and their 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 purpose 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 receives salary for more than ten (10) days during that calendar month.
- (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 Director of Public Prosecutions at least (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.

### **21.09 Adoption Leave**

- (a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed seventy-seven (77) weeks upon giving the Employer, through the Director of Public Prosecutions, 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 21.09 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption Leave:
  - (i) may begin, in the case of international adoption, upon the arrival of the Employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and

- (ii) shall end not later than seventy-seven (77) 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 21.09 (c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- (e) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- (f) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who receives salary for more than ten (10) days during that calendar month.

#### **21.10 Parental and Adoption Leave Allowance**

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have 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 Benefits (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 one (1) week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
  - (ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

(iii) Up to a maximum of ten (10) additional weeks as follows;

where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay regardless of whether the employee is in receipt of standard or extended E.I. parental benefits;

- (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 their 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 they are required to remit to Human Resources and Skills Development Canada where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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

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

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

### **21.12 Leave for Emergency**

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

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

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

#### **21.14 Leave for Storms or Hazardous Conditions**

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
- (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
  - (ii) charged to the employee's accumulated vacation; or
  - (iii) otherwise deemed to be leave without pay.
  - (iv) Notwithstanding 21.14 (a), reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 21.14(a)(i), (ii) or (iii), where reasonable efforts have been made by the employee to arrive at their 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 21.14 (a) (i), (ii), or (iii). Decisions by the Employer in regard to the application of Article 21.14 (b) shall not be made the subject of employee or Association 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.

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

Where an employee is granted time off work as a result of elected activity pursuant to Section 9 of the Politically Limited Employee Exclusions Regulations, such time off work will be without pay.

#### **21.16 Military Leave**

Military leave shall be as provided for in Section 124, General Regulations made pursuant to the *Civil Service Act*.

#### **21.17 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 Association 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 provided the leave is for a period of one (1) year.
- (iii) Applications under this Plan will not be unreasonably denied, and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (iv) It is understood that the Plan shall comply with Canada Revenue Agency requirements.

**(c) Eligibility**

Any permanent employee is eligible to participate in the Plan.

**(d) Application**

- (i) An employee must make written application to their Director of Public Prosecutions 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 Director of Public Prosecutions. 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 no less than six (6) consecutive months and no more than twelve (12) consecutive months, except where the leave of absence is to be taken by the employee for the purpose of permitting the full-time attendance of the employee at a designated educational institution (within the meaning assigned by subsection 118.6(1) of the Income Tax Act, R.S.C. 1985, c. 1(5<sup>th</sup> Supp.)), in which case the period of leave will be no less than three (3) consecutive months and no more than twelve (12) consecutive months.
- (ii) On return from leave, the employee will be assigned to their 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 their 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 and Canada Pension Plan 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 they not been enrolled in the Plan.
- (ii) An employee's benefits will be maintained by the Employer during their 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 they 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 they 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) therefore, 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.

**21.18 Education Leave**

- (a) The Employer agrees to be consistent in its application and administration of the Employee Development Policy pursuant to Manual 500 Human Resource Management.
- (b) Subject to operational requirements, leave of absence with or without pay may be granted to allow an employee to participate in continuing professional development as approved by the Employer.
- (c) Leaves of absence for education purposes shall not be unreasonably denied.



## **21.19 Family and Personal Care Leaves**

Leaves in relation to Compassionate Care, Critically Ill Child, Critically Ill Adult, and Crime-Related Child Death or Disappearance are available on the terms and conditions established by the *Labour Standards Code* and *General Labour Standards Code Regulations*, as amended from time to time.

## **21.20 Domestic Violence Leave**

The Employer will provide Domestic Violence Leave in accordance with the Labour Standards Code. The three (3) days of paid leave provided under the Labour Standards Code Regulations may be taken continuously or intermittently in days or hours, as needed.

## **ARTICLE 22 – GROUP INSURANCE**

The Employer will continue to participate with employees in the provision of a group life and medical plan. The Employer agrees to pay 65% of the total premium cost for all employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

## **ARTICLE 23 – SICK LEAVE**

### **23.01 General Illness Leave Benefit**

- (a) An employee who is unable to perform their 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 their maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service they 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.

### **23.02 Short-Term Illness Leave Benefit**

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

the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) work days of absence;

- (3) Employees with credits from accumulated sick leave bank may top-up each day of benefits granted at 75% of normal salary on the basis of one-half (1/2) work 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 23.02(a) applicable during the year in which the short-term illness commenced.

### **23.03 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, whether the illness or injury would qualify for general illness, will be considered to be within the original short-term leave period as defined in Article 23.02(a). Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (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 23.02. Where an employee is on an approved leave during the thirty (30) consecutive work day period, the leave days shall not be considered in the thirty (30) consecutive work day count.
- (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 23.02.
- (d) The provisions of Article 23.03(b) shall not apply to an employee who has returned to work on a medically approved trial basis. In such a case, the employee will be considered to be within the original short term leave period as defined in Article 23.02 (a). The length of a medically approved trial basis shall be determined in agreement with the Association, but in no case shall the trial period exceed three (3) months.

### **23.04 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 Association business pursuant to Article 16 of the Agreement or in the case of circumstance covered under Article 23.05.

### **23.05 Benefits/Layoff**

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, they 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 they shall be covered by the provision of Article 35.
- (b) During the period an employee is on layoff status, they shall not be entitled to benefits under Article 23 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, they shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 23.05 shall include any benefits payable in accordance with the Long-Term Disability Plan.

### **23.06 Long-Term Disability**

The Employer 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.

### **23.07 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 23 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

### **23.08 Proof of Illness**

An employee may be required by the Director of Public Prosecutions 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 Director of Public Prosecutions has reason to believe an employee is misusing sick leave privileges, the Director of Public Prosecutions 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.

### **23.09 Sick Leave Application**

Application for sick leave for a period of more than three (3) consecutive work days but not more than five (5) consecutive work 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 work days, it shall be supported by a certificate from a medical practitioner.

### **23.10 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.

### **23.11 Unearned Credits Upon Death**

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

### **23.12 Sick Leave Records**

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

### **23.13 Director of Public Prosecution's Approval**

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

### **23.14 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 Association agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

### **23.15 Alternate Licensed Healthcare Practitioner**

For the purpose of this Article,

- (a) The Employer may require that the employee be examined by an alternate licensed healthcare practitioner. If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.
- (b) Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

### **23.16 Ongoing Treatments**

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 30 calendar days.

## **ARTICLE 24 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### **24.01 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 two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

### **24.02 Notice of Performance Improvement Requirements**

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

### **24.03 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 personnel 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.

### **24.04 Employee Access to Personnel File**

Employees shall have access to their personnel and medical files during regular business hours.

## **ARTICLE 25 – DISCIPLINE AND DISCHARGE, SUSPENSION WITHOUT PAY, AND DOCUMENTED REPRIMAND**

### **25.01 Just Cause**

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

### **25.02 Notification**

- (a) Where an employee is disciplined, suspended without pay or discharged, the Employer shall provide the employee at the time disciplinary action or discharge is imposed, with written notice advising of the reason(s) for the discipline or discharge.
- (b) The Employer shall provide the Association with a copy of the written notice within ten (10) calendar days.

### **25.03 Grievances**

Where an employee alleges that they have been suspended or discharged in violation of Article 25.01, they may within ten (10) business days of the date on which they were notified in writing or within twenty (20) business days of the date of their suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Adjudication and for the purpose of a grievance, alleging violation of Article 25.01 they shall lodge their grievance at the final level of the grievance procedure.

## **ARTICLE 26 – NOTICE OF RESIGNATION**

### **26.01 Notice of Resignation**

If an employee desires to terminate their employment, they shall forward a letter of resignation to the Director of Public Prosecutions or delegated official not less than ten (10) calendar days prior to the effective date of termination, provided however that the Director of Public Prosecutions may accept a shorter period of notice.

### **26.02 Failure to Give Notice**

An employee who fails to give notice required by Article 26.01, shall be struck from the payroll effective the day they absent themselves without leave, and shall have deducted from monies owed to them by the Employer, a sum equivalent to the salary payable to them for the period of notice which they failed to work.

### **26.03 Absence Without Permission**

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

### **26.04 Withdrawal of Resignation**

An employee who has terminated their employment through resignation, may withdraw their resignation within five (5) work days of the date of the employee's resignation letter. In the event that the employee fails to provide a dated resignation letter, the five (5) work days will commence on the date that it was received by the Employer.

## **ARTICLE 27 – GRIEVANCE PROCEDURE**

### **27.01 Grievances**

- (a) An employee (s) who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Employer, in relation to any article in this agreement shall first discuss the matter with their immediate supervisor no later than twenty-five (25) work days after the date on which they became aware of the action or

circumstance. The employee (s) may have an Association Regional Representative present if so desired.

- (b) The supervisor shall answer the dispute within two (2) work days of the discussions unless the Association 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) Throughout the following steps of the grievance procedure, the Employer’s designated representative shall arrange at least one meeting with the Association Regional Representative named in the grievance at the earliest mutually agreeable time.

### **27.02 Association 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 they have the approval in writing of the Association or is represented by the Association.

### **27.03 Grievance Procedure**

The parties may agree at any time in the grievance or adjudication process to refer the dispute to mediation. In the event mediation is unsuccessful the grievance or adjudication shall resume at the point in the process where the dispute was before referral to mediation.

The following grievance procedure shall apply.

#### **STEP 1**

If the employee(s) or the Association 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) work 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.

#### **Disclosure of Job Posting File**

Where the step 1 grievance relates to the outcome of a job posting process, upon request by the Association, the Employer shall provide all of the records generated in the evaluation and assessment of applicants and the selection of the successful applicant, including interview questions, correct answers, notes of interviews, interview scores and recommendations of the interview panel.

Except in relation to the grievor, names, contact information and other identifying information of all applicants and third parties shall be redacted, to the full extent possible, prior to provision of the information. The Association may review the information with the grievor but shall not provide the grievor or any other employee with a copy of the information.

## **STEP 2**

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

### **27.04 Decision by Director of Public Prosecutions**

The decision given by the Director of Public Prosecutions at the final step in the grievance procedure shall be final and binding upon the employee(s) and the Association unless the grievance is referred to adjudication. This will be the final step in the grievance procedure for oral or written reprimands. It is understood that a reprimand does not include a suspension with or without pay.

### **27.05 Association Referral to Adjudication**

Failing satisfactory settlement at Step 2 or upon expiration of the fifteen (15) work day period referred to in Step 2 of the grievance procedure, the Association may, within ninety (90) calendar days refer the grievance to adjudication. Oral or written reprimands shall not be referred to adjudication.

### **27.06 Association Representation**

In any case where the employee(s) presents their 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 Association.

### **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 in writing 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 Association, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved by 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 Association at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Association and the Employer.

## **ARTICLE 28 – ADJUDICATION**

### **28.01 Referral to Adjudication**

If the Association wishes to refer a matter to adjudication after the grievance procedure has been exhausted, it shall advise the Director and the Employer by written notice of its intent to proceed to adjudication. The notice shall contain the name of the adjudicator the Association proposes to hear the matter.

### **28.02 Selection of the Adjudicator**

If the parties cannot agree on an adjudicator within twenty (20) work days of receipt of the notice referred to in Article 28.01, the parties shall refer the selection of the adjudicator to the Dean of Schulich Law School. The Dean shall, within fifteen (15) work days, appoint an adjudicator to hear the matter.

### **28.03 Jurisdiction of Adjudicator**

- (a) The adjudicator will determine the dispute in accordance with the provisions of this Agreement. The adjudicator shall have all the powers of an adjudicator under the *Civil Service Collective Bargaining Act*.
- (b) Nothing in subsection 28.03 is intended to affect the jurisdiction of the Nova Scotia Barristers' Society with respect to the conduct of Crown Attorneys.

### **28.04 Decision Affecting Agreement**

No adjudicator shall render any decision the effect of which would be to require the amendment of any Agreement between the parties or the enactment or amendment of legislation or regulations.

### **28.05 Powers of the Adjudicator**

On the hearing of matters under this Article, an adjudicator:

- (a) may decide on the relevance and admissibility of evidence and is not bound by the rules of evidence applicable to judicial proceedings:
- (b) may require that evidence be given under oath or solemn affirmation:
- (c) shall allow the parties the opportunity for cross-examination, rebuttal and summation:
- (d) may order such adjournments as they consider necessary: and

- (e) may extend any time limits in the interest of fairness.

#### **28.06 Remedial Powers in Disciplinary Matters**

- (a) An adjudicator may order an Employee to be re-instated without loss of seniority or other benefit that would have accrued to them if they have not been suspended or dismissed.
- (b) When an adjudicator determines an Employee has been disciplined for just cause, and there is no specific penalty provided in any agreement between the parties for the type of conduct at issue, the adjudicator has the power to substitute for the dismissal or discipline any other penalty the adjudicator deems just and reasonable in the circumstances.
- (c) Where the matter in dispute falls within the application or interpretation of the Agreement, the adjudicator may make any such order that they determine will fairly remedy any breach of the Agreement.
- (d) The Adjudicator has the authority to determine whether independent counsel ought to be obtained pursuant to Article 40.

#### **28.07 Issuance of Decision**

The adjudicator shall issue their decision within thirty (30) work days of the last day of the hearing.

#### **28.08 Final and Binding**

The decision of the adjudicator will be final and binding on the parties.

#### **28.09 Costs**

The parties shall share the costs of the adjudicator equally. This includes the adjudicator's fees and any costs relating to the conduct of the adjudication hearing.

### **ARTICLE 29 – JOINT CONSULTATION**

- (a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of providing joint consultation on matters of common interest.
- (b) The parties agree to establish a joint committee, comprised of an equal number of representatives from the Employer and the Association, to address issues of accommodation of employees.

## **ARTICLE 30 – TRAVEL REGULATIONS**

### **30.01 Kilometrage Allowance**

(a) An employee authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance in accordance with the following kilometrage categories:

- 0 – 16,000 kms
- Over 16,000 kms

(b) An employee who has been designated by the Public Service 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 plus an amount per kilometer.

The rates in (a) and (b) will be adjusted annually (up or down) on April 1. 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.

Link to current rates:

[kilometrage-and-transportation-allowance-rates-government-and-public-sector-body-employees-en.pdf](#)

### **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 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) The Employer shall take the following into consideration when determining which employees are required to provide an automobile:
  - (1) nature of function;
  - (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 kilometrage traveled by an incumbent in this position in the previous fiscal year; and
  - (5) the incidence of usage.
- (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 kilometrage or monthly allowance plus kilometrage.
  - (d) Existing or new employees who move into a class of employment during the fiscal year, which requires provision of an automobile by the employee, shall have thirty (30) calendar days to opt for their preferred method of kilometrage 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 kilometrage rates on the effective date of the job change if they have been in receipt of monthly allowance provisions.
  - (f) If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus kilometrage there will be no reduction in monthly allowance if the employee:
    - (1) is on vacation;
    - (2) has been granted special leave with pay for a period of thirty (30) calendar days or less;
    - (3) has been granted sick leave for a period of thirty (30) calendar 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.
  - (g) (i) An employee designated as being required to provide an automobile for their employment function must have the vehicle available for use at all times.
  - (ii) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months notice of the end of the requirement.

#### **30.04 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 \$8.00 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 \$15.00 per day

Dinner \$20.00 per day may be claimed when the employee is not expected to return to their residence before 6:30 pm.

### **30.05 Private Accommodation**

Where the employee is required to be away overnight on the Employer's business and their supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of \$40.00 per night.

## **ARTICLE 31 – MOVING EXPENSES**

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

## **ARTICLE 32 – PUBLIC SERVICE AWARD**

### **32.01 Public Service Award**

- (a) Subject to Article 32.02(a) below, an employee who was employed on or before April 1, 2015 and who ceases to be employed after April 1, 2015 either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated 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:

$$\underline{\text{Annual Salary}} = 1 \text{ week} \times \text{years of service}$$

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### **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, as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service shall not be entitled to a Public Service Award.
- (b) In addition to the months of service upon which an employee's Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the *Public Service Superannuation Act* shall be included as months of service for the purpose of the Public Service Award entitlement calculation.

- (c) An employee who resigns in accordance with the provisions of Article 35 is not entitled to a Public Service Award.

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

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

- (a) to their beneficiary under the Group Life Insurance Policy, or
- (b) to their 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 their 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 their 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 – HEALTH AND SAFETY**

### **34.01 Health and Safety 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 Association and 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 Security Provisions**

The Employer recognizes that given the nature of the work performed by Association members personal security issues are of the utmost importance. The Employer shall continue to take reasonable actions when necessary to ensure the security of all members as it relates to occupational health and safety; including, but not limited to, taking appropriate actions related to home security, and will continue to utilize government resources to assess risk and security protocols.

### **34.03 Occupational Health and Safety Act**

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

### **34.04 Joint Occupational Health and Safety Master Committee**

The Employer and the Director of Public Prosecutions agree to meet with the Association quarterly to discuss matters of Occupational Health and Safety that affect Crown Attorneys. The Association shall provide an adequate number of delegates and alternates for these meetings.

### **34.05 Right to Refuse Work**

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

### **34.06 Discrimination, Harassment and Workplace Safety**

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

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

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

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

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

## **ARTICLE 35 – EMPLOYMENT STABILITY**

### **35.01 Consultation**

- (a) The Employer and the Association agree to establish a joint committee for the purpose of cooperation and consultation on employment stability. The committee shall appoint additional representatives as needed and shall meet as required to discuss matters of concern between the parties related to technological change and circumstance identified in Article 35.06.
- (b) The joint committee shall be responsible for:
  - (1) defining problems;
  - (2) developing viable solutions to such problems; and
  - (3) recommending the proposed solution to the Employer.
- (c) The Employer will provide the joint committee with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, and technological change.
- (d) It is understood that the joint committee provided for herein shall be a single committee to cover all employees represented by the Association.

### **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 endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

### **35.04 Notice to Association**

The Employer will give the Association written notice of technological change at least six (6) 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 shortage of work or funds, discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position is relocated, they shall be offered the position in the new location. The employee may decline the offer pursuant to this section, in which case the provisions of Article 35.12 shall apply.
- (c) Where an employee's position becomes redundant the provisions of Article 35.12 shall apply.

### **35.07 Application**

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

### **35.08 Association Consultation**

Where employees are to be laid off, the Employer will advise and consult with the Association as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to layoff 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**

- (a) 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.
- (b) In the event that two or more employees have the same date of appointment to the Civil Service, the employee with the earliest date of hire will be considered as having greater seniority. However, where an employee was hired, left the employ of the Province, and was later rehired, the most recent date of hire rather than the earliest date of hire, will be the date applied.

### **35.11 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 35.16;
- (d) the employee is laid off for more than twenty-four (24) consecutive months without recall.

### **35.12 Notice of Layoff**

- (a) Forty (40) work days notice of layoff shall be sent by the Employer to the Association and the employee(s) who is/are to be laid off.
- (b) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- (c) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
  - (1) To exercise placement/displacement rights in accordance with the procedures set out in Article 35.14; or
  - (2) To accept layoff and be entitled to recall in accordance with Article 35.16
  - (3) To resign with severance pay in accordance with Article 35.18

An employee who intends to exercise placement/displacement rights pursuant to (c)(1) above will indicate such intent to the Employer within eight (8) business days following receipt of the layoff notice. If the employee does not indicate such intent within this period, they will be deemed to have opted to accept layoff in accordance with (c)(2) above.

### **35.13 Pay in Lieu of Notice**

Where the notice required by Article 35.12 is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled. Pay-in-lieu in this Article includes coverage for all of the benefits which are associated with the position over the period of notice to which the payment relates.

### **35.14 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 following rights to be placed in a vacancy in the following manner and sequence:
  - (1) the employee shall have the right to be placed in a vacancy in their geographic location, or where no vacancy exists, displace the least senior employee in that geographic location;
  - (2) where a position is not available under (1) above, the employee shall have the right to be placed in a vacancy in their Region, or where no vacancy exists, displace the least senior employee in that Region;
  - (3) where a position is not available under (1) or (2) above, the employee shall have the right to be placed in a vacancy within the Province, or where no vacancy exists, displace the least senior employee in the Province.

At each of the foregoing steps, all applicable vacancies shall be identified and the employee

shall be assigned to the position of their 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 length of seniority.

- (b) An employee who chooses to exercise rights in accordance with 35.14 may elect at any step, beginning with Article 35.14(a)(1), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 35.18.
- (c) A permanent employee who is placed in a term position shall retain their status as a permanent employee.
- (d) An employee who is displaced pursuant to Article 35.14 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 35.12, but shall be entitled only to the number of work days' notice remaining there under from the time the employee initially in receipt of notice exercised their displacement rights under this Article.
- (e) An employee will have a maximum of two (2) business days to exercise their rights at any of the foregoing steps of the placement/displacement procedures provided for herein.

### **35.15 Transfer Expenses**

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

### **35.16 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 the length of seniority to any vacant position. 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.
- (c) 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 they are 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 they will be struck from the recall list.
- (d) Employees on the recall list shall be given first option of filling work normally filled by per diem crown attorneys, providing they possess the necessary qualifications, skills and abilities, as determined by the Employer, reflecting the functions of the work concerned.

The acceptance of such per diem work shall not in any way alter or affect the employee's employment status, and they shall be eligible for all associated rights and benefits under the collective agreement. During such periods of per diem work, the employee shall remain on the recall list, and once the per diem work is completed, the employee shall remain on layoff without the need for any further layoff notice.

### **35.17 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.

### **35.18 Severance Pay**

- (a) At the end of the twenty-four (24) month period referred to in 35.15, or at any earlier time as an employee in receipt of notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay equal to four (4) weeks for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance payment will be 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.

### **35.19 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.

### **35.20 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.

### **35.21 Contracting Out**

The Employer and the Director of Public Prosecutions agree that the duties of Crown Attorneys under the Public Prosecutions Act shall, as far as possible, be performed only by employees in the employee group. The utilization of non employee group positions will be determined by the Director of Public Prosecutions in consultation with the Association. The final determination will be made by the Director of Public Prosecution. For greater clarity per diem work is not considered to be contracting out.

## 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 and include the following economic adjustments as agreed to by the parties:

April 1, 2023 (Pay Plan Restructure) as set out in Schedule “A”	
April 1, 2023	3.0%
March 31, 2024	0.5%
April 1, 2024	3.0%
April 1, 2025	2.0%
April 1, 2026	2.0%

### 36.02 Career Development Levels

There are two levels of career development for a Crown Attorney

#### (a) Crown Attorney

This is a level applicable to a lawyer from the commencement of their career as a Crown Attorney until they attain six (6) years’ relevant experience as defined in Article 4 herein. Pay increases in this level will occur on an incremental basis each year effective on the lawyer’s anniversary date (see Articles 36.03 and 36.04), provided the lawyer maintains a rating of at least competent in each evaluation year.

#### (b) Crown Attorney II

This is the working level applicable to a lawyer with six (6) or more years’ relevant experience as defined in Article 36.03 herein.

### 36.03 Relevant Experience

Relevant experience will be determined in units of one (1) year (the “evaluation year”), and such determination will be used to place a new employee on the salary scale at the time of initial appointment or on a subsequent reappointment, and in relation to movement on the salary steps of the Pay Plan pursuant to Article 36.04.

The initial reference points for determining relevant experience will be the employee’s most recent appointment date and the most recent anniversary thereof (“anniversary date”). The anniversary date shall be moved forward by amounts of time equal to periods of service for which the employee does not receive credit i.e., those months in which the employee does not earn salary from the Employer for more than ten (10) days.

The purpose of determining relevant experience is to recognize the career development of each employee in the employee group. The following will apply relative to such determinations.

#### (a) Work as a Crown Attorney or criminal defense lawyer

Work performed as a trial lawyer doing criminal trial practice on a full time, full year basis will be deemed equal to one year’s relevant experience for each year so worked.

(b) **Work as a Litigation Lawyer**

Work performed as a litigation lawyer doing non-criminal litigation on a full time, full year basis will be deemed equal to one (1) year of relevant experience for each year so worked.

(c) **Work as a Practicing Non-Litigation Lawyer**

Work performed as a practicing non-litigation lawyer on a full time, full year basis will be deemed equal to one-half (0.5) of one (1) year of relevant experience for each year so worked.

(d) **Other relevant experience and/or qualifications**

If an employee submits that experience or qualifications (e.g., academic qualifications beyond an LL.B./J.D.) other than those described in paragraphs (a) and (b) above deserve credit as relevant experience, the Employer shall determine whether such experience and/or qualifications are deemed to be relevant experience, and if so, the length of time credit to be assigned to them. Where such determination, considered on a cumulative basis, results in the total claimed experience or qualifications being valued at less than one-half (0.5) of one year, no credit shall be given for it, but if the determination is valued at one-half (0.5) of one year or more, it shall be deemed equal to one (1) year's relevant experience.

**36.04 Crown Attorney's Pay Plan**

(a) Effective April 1, 2023 and continuing through March 31, 2027, there shall be a Crown Attorneys' Pay Plan (the "Pay Plan" or "Salary Scale") as set forth in Schedule A attached hereto.

(b) The Pay Plan has two essential ingredients:

(i) A series of salary steps

Pay increases for each salary step will occur on an incremental basis each year effective on the lawyer's anniversary date, provided the lawyer maintains a rating of competent in each evaluation year.

If an employee's rating for that evaluation period is less than competent, their pay rate shall remain at its current level until they attain at least a competent rating at the time the next or subsequent annual evaluation is done.

In the event that the annual evaluation upon which a salary step movement is based is not completed until after the employee's anniversary date, if a salary step movement is warranted, the new salary step placement and pay rate will be assigned and paid retroactive to the first pay day after the employee's anniversary date.

(ii) Performance Evaluation Criteria

The criteria for such performance evaluation are set forth in Schedule "B" attached hereto. The particular application of the criteria for each employee will take into account the specific role and normal work activities performed by the employee being assessed,

i.e., some of the criteria may have more or less relevance to that employee and will be weighted accordingly. The weighting of targets to be set by the employee and Manager shall not be greater than 50% of the weighting accorded to the total performance evaluation.

- (c) At or before the beginning of the evaluation period, the employee and their Manager will meet to identify how the performance in each required competency and criteria will be demonstrated, with particular reference to those behaviors and activities that they determine are most critical for the employee's successful achievement of the current year's performance targets. If the employee and the Manager cannot reach agreement on this issue, the Manager will make the final determination and provide their rationale therefore in writing to the employee.
- (d) Notwithstanding Article 36.03 (a) of this Agreement, where an employee is on any of a pregnancy, parental or adoption leave during the evaluation period such that the Employer is unable to conduct the usual yearly performance evaluation, where warranted the employee will nonetheless be moved to the next higher salary and experience level for which they would have been eligible if they had not been on such leave.
- (e) For the purpose of merit increment, an employee continues to accumulate service during the pregnancy, parental or adoption leave.
- (f) Performance evaluation and ratings are not subject to the grievance process and therefore, cannot be grieved.

## **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 their duties to their 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 their 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 this Article,

- (a) The Employer may require that the employee be examined by an alternate licensed healthcare practitioner. If the employee is dissatisfied with the alternate licensed healthcare practitioner selected by the Employer, the employee shall advise the Employer accordingly, in which case the Employer will provide the employee with the names of three (3) practitioners, where possible, and the employee will select one (1) of the names provided.
- (b) Where the Employer refers an employee to an alternate licensed healthcare practitioner pursuant to this Article, and where healthcare fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Employer shall pay the cost of these fees.

## **ARTICLE 38 – AMENDMENT**

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

## **ARTICLE 39 – PROFESSIONAL OBLIGATIONS**

- (a) The Employer agrees to pay the fees and other amounts required by the Nova Scotia Barristers' Society for Crown Attorneys and Cape Breton Barristers' Society to receive and maintain a practicing certificate.
  - (i) Where an employee has been in receipt of Long-Term Disability for a period exceeding twenty-four (24) months, the Employer shall only pay the fees and other amounts required by the Nova Scotia Barristers' Society for Crown Attorneys and Cape Breton Barristers' Society to receive and maintain a non-practicing certificate.
  - (ii) Where an employee is in receipt of Pregnancy Leave, Parental Leave, and/or Adoption Leave, as per the provisions of this Agreement, the Employer shall pay the fees and other amounts required by the Nova Scotia Barristers' Society for Crown Attorneys and Cape Breton Barristers' Society to receive and/or maintain a practicing certificate.



- (iii) Where an employee is in receipt of Special Leave without pay, as defined in Article 21.01(a), for a period exceeding twelve (12) months, the Employer shall only pay the fees and other amounts required by the Nova Scotia Barristers' Society for Crown Attorneys and Cape Breton Barristers' Society to receive and maintain a non-practicing certificate.
- (b) The Employer shall not pay any fines, levies, or other costs that an employee incurs prior to their employment as a result of professional disciplinary proceedings.
- (c) The Employer agrees to reimburse employees for the cost of taking mandatory continuing professional development required to maintain a practicing certificate with the Nova Scotia Barristers' Society and Cape Breton Barristers' Society, where applicable.
- (d) The Employer agrees to reimburse Crown Attorneys for the of cost Barristers' clothing or King's Counsel clothing required to appear in court.

## **ARTICLE 40 - INDEMNIFICATION**

Employees will be covered by the Employer's "Employee Indemnification and Legal Assistance Policy" except in the event the Association is of the view that a conflict of interest exists and the parties are unable to agree whether independent counsel should be retained. In this event, the issue of whether independent counsel ought to be obtained will be referred to adjudication in accordance with Article 28 for final and binding resolution.

## **ARTICLE 41 – TERM OF AGREEMENT**

### **41.01 Duration and Renewal**

This Agreement shall be in effect for a term beginning from April 1, 2023 to March 31, 2027 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

### **41.02 Effective Date of Agreement**

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

### **41.03 Retroactive Pay for Terminated Employees**

Employees who have left their employment in the employee group between April 1, 2023 and date of signing shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

#### **41.04 Notice of Intent to Amend This Agreement**

The Employer and the Association agree that, upon either party giving Notice of Intention to Amend this Agreement within three (3) months prior to its expiry date, the parties will, within twenty (20) days after the receipt of the Notice or such other period as is mutually agreed by the parties, meet, negotiate in good faith and make reasonable efforts to conclude a renewed Agreement between the Employer and the Association.

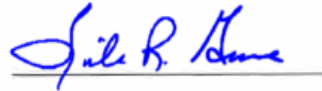
DATED at Halifax Regional Municipality, Province of Nova Scotia, January 31, 2025

Signed on behalf of the Association:

Signed on behalf of the Employer:



Brian Cox  
President, NSCAA



Hon. Twila Grosse  
Minister  
Nova Scotia  
Public Service Commission



Emma Woodburn  
Vice President, NSCAA



Melissa MacKinnon  
Commissioner  
Nova Scotia  
Public Service Commission

**Schedule A**

**Crown Attorney Pay Plan**

**Approximate Annual Salary = Bi-weekly Salary \* 26 Pay periods**

**Effective April 1, 2023**

Title	YRE	Step	Bi-Weekly	Annual
Crown Attorney I	0	1	\$3,379.78	\$87,874
Crown Attorney I	1	2	\$3,573.83	\$92,920
Crown Attorney I	2	3	\$3,779.02	\$98,254
Crown Attorney I	3	4	\$3,995.99	\$103,896
Crown Attorney I	4	5	\$4,225.41	\$109,861
Crown Attorney I	5	6	\$4,468.01	\$116,168
Crown Attorney II	6	7	\$4,724.54	\$122,838
Crown Attorney II	7	8	\$4,924.26	\$128,031
Crown Attorney II	8	9	\$5,132.42	\$133,443
Crown Attorney II	9	10	\$5,349.38	\$139,084
Crown Attorney II	10	11	\$5,575.51	\$144,963
Crown Attorney II	11	12	\$5,811.20	\$151,091
Crown Attorney II	12	13	\$6,056.85	\$157,478
Crown Attorney II	13	14	\$6,312.89	\$164,135
Crown Attorney II	14	15	\$6,579.76	\$171,074
Crown Attorney II	15	16	\$6,857.90	\$178,305
Crown Attorney II	16	17	\$7,147.80	\$185,843

**Crown Attorney Pay Plan**  
**Approximate Annual Salary = Bi-weekly Salary \* 26 Pay periods**  
**Effective March 31, 2024**

Title	YRE	Step	Bi-Weekly	Annual
Crown Attorney I	0	1	\$3,396.68	\$88,314
Crown Attorney I	1	2	\$3,591.70	\$93,384
Crown Attorney I	2	3	\$3,797.91	\$98,746
Crown Attorney I	3	4	\$4,015.97	\$104,415
Crown Attorney I	4	5	\$4,246.54	\$110,410
Crown Attorney I	5	6	\$4,490.35	\$116,749
Crown Attorney II	6	7	\$4,748.88	\$123,452
Crown Attorney II	7	8	\$4,948.88	\$128,674
Crown Attorney II	8	9	\$5,158.08	\$134,110
Crown Attorney II	9	10	\$5,376.12	\$139,779
Crown Attorney II	10	11	\$5,603.39	\$145,688
Crown Attorney II	11	12	\$5,840.26	\$151,847
Crown Attorney II	12	13	\$6,087.14	\$158,266
Crown Attorney II	13	14	\$6,344.46	\$164,956
Crown Attorney II	14	15	\$6,612.65	\$171,929
Crown Attorney II	15	16	\$6,892.19	\$179,197
Crown Attorney II	16	17	\$7,183.54	\$186,772

**Crown Attorney Pay Plan**  
**Approximate Annual Salary = Bi-weekly Salary \* 26 Pay periods**  
**Effective April 1, 2024**

Title	YRE	Step	Bi-Weekly	Annual
Crown Attorney I	0	1	\$3,498.58	\$90,963
Crown Attorney I	1	2	\$3,699.45	\$96,186
Crown Attorney I	2	3	\$3,911.85	\$101,708
Crown Attorney I	3	4	\$4,136.45	\$107,548
Crown Attorney I	4	5	\$4,373.94	\$113,722
Crown Attorney I	5	6	\$4,625.06	\$120,252
Crown Attorney II	6	7	\$4,890.61	\$127,156
Crown Attorney II	7	8	\$5,097.34	\$132,531
Crown Attorney II	8	9	\$5,312.82	\$138,133
Crown Attorney II	9	10	\$5,537.41	\$143,973
Crown Attorney II	10	11	\$5,771.49	\$150,059
Crown Attorney II	11	12	\$6,015.46	\$156,402
Crown Attorney II	12	13	\$6,269.75	\$163,014
Crown Attorney II	13	14	\$6,534.79	\$169,905
Crown Attorney II	14	15	\$6,811.03	\$177,087
Crown Attorney II	15	16	\$7,098.95	\$184,573
Crown Attorney II	16	17	\$7,399.04	\$192,375

**Crown Attorney Pay Plan**  
**Approximate Annual Salary = Bi-weekly Salary \* 26 Pay periods**  
**Effective April 1, 2025**

Title	YRE	Step	Bi-Weekly	Annual
Crown Attorney I	0	1	\$3,568.55	\$92,782
Crown Attorney I	1	2	\$3,773.44	\$98,109
Crown Attorney I	2	3	\$3,990.09	\$103,742
Crown Attorney I	3	4	\$4,219.18	\$109,699
Crown Attorney I	4	5	\$4,461.42	\$115,997
Crown Attorney I	5	6	\$4,717.56	\$122,657
Crown Attorney II	6	7	\$4,988.42	\$129,699
Crown Attorney II	7	8	\$5,199.29	\$135,182
Crown Attorney II	8	9	\$5,419.08	\$140,896
Crown Attorney II	9	10	\$5,648.16	\$146,852
Crown Attorney II	10	11	\$5,886.92	\$153,060
Crown Attorney II	11	12	\$6,135.77	\$159,530
Crown Attorney II	12	13	\$6,395.15	\$166,274
Crown Attorney II	13	14	\$6,665.49	\$173,303
Crown Attorney II	14	15	\$6,947.25	\$180,629
Crown Attorney II	15	16	\$7,240.93	\$188,264
Crown Attorney II	16	17	\$7,547.03	\$196,223

**Crown Attorney Pay Plan**  
**Approximate Annual Salary = Bi-weekly Salary \* 26 Pay periods**  
**Effective April 1, 2026**

Title	YRE	Step	Bi-Weekly	Annual
Crown Attorney I	0	1	\$3,639.93	\$94,638
Crown Attorney I	1	2	\$3,848.91	\$100,072
Crown Attorney I	2	3	\$4,069.89	\$105,817
Crown Attorney I	3	4	\$4,303.56	\$111,893
Crown Attorney I	4	5	\$4,550.64	\$118,317
Crown Attorney I	5	6	\$4,811.91	\$125,110
Crown Attorney II	6	7	\$5,088.19	\$132,293
Crown Attorney II	7	8	\$5,303.28	\$137,885
Crown Attorney II	8	9	\$5,527.46	\$143,714
Crown Attorney II	9	10	\$5,761.12	\$149,789
Crown Attorney II	10	11	\$6,004.66	\$156,121
Crown Attorney II	11	12	\$6,258.49	\$162,721
Crown Attorney II	12	13	\$6,523.05	\$169,599
Crown Attorney II	13	14	\$6,798.80	\$176,769
Crown Attorney II	14	15	\$7,086.20	\$184,241
Crown Attorney II	15	16	\$7,385.75	\$192,030
Crown Attorney II	16	17	\$7,697.97	\$200,147



## SCHEDULE B Performance

### Assessment Criteria'

The performance and continuing professional development of all Crown Attorneys will be reviewed and assessed annually based on the achievement of specific performance targets and the demonstration of the following core competencies:

1. **Communication** – shared information/ideas clearly and listens for understanding to promote productive work relationships.
  - (a) Provides a clear sense of direction for police, witnesses, support staff and other co-workers
  - (b) Communicates and acts in accordance with the mission statement of the PPS, directives and protocols of the Attorney General and the D.P.P.
  - (c) Communicates in a manner which is specific, timely, and issue-focused.
  - (d) Tailors communication style to suite the audience and situation.
  - (e) Communicates and effectively listens, in a manner which encourages an open and productive exchange of ideas, directed toward a positive outcome.
  - (f) Promotes the self- confidence and self-esteem of others by showing respect for people.
  - (g) Demonstrates good and advocacy skills including argument and examination of witnesses, through organized and persuasive presentation.
2. **Ethical Behaviour** – Understands and actively supports the integrity of the public service
  - (a) Lead by example through consistent actions that impact positively on PPS.
  - (b) Acts responsibly in the best interest of the public.
  - (c) Demonstrates integrity and builds trust in relationships through fair and honest behaviour.
  - (d) Maintains confidentiality when appropriate including dealing with personal sensitive and operational situations.
  - (e) Recognizes and responds to ethical issues and conflicts of interest.
  - (f) Supports an environment which treats others with dignity by respecting cross-cultural and diverse perspectives;

3. **Knowledge** – Possesses knowledge and professional competence relative to work function.
  - (a) Works toward creating practical and fair solutions to criminal law problems in accordance with criminal law principles and the mandate of the PPS.
  - (b) Produces sound conclusions and recommendations that contribute to effective decision making consistent with the core function of the PPS.
  - (c) Knows when and where to obtain assistance when faced with challenging criminal law problems and, as required, consults the Director of Public Prosecutions and/or the Chief Crown attorney to ensure continued compliance with all PPS policies, protocols and directives.
  - (d) Applies expertise that includes using a balanced and common sense approach to perform the job effectively.
  - (e) Deals with complex, sometimes ambiguous information, revising court and/or office priorities as necessary without compromising acceptable standards.
  - (f) Keeps up to date with knowledge of criminal law issues and development of legal/advocacy skills.
  - (g) Assesses pertinent information to better understand and anticipate its impact prior to making decisions.
4. **Development of People** – Works to develop people’s contribution and potential.
  - (a) Supports and advances the mission and business plan of the PPS and works with others to achieve them.
  - (b) Helps people to learn about developments in the law, learn from previous experiences and build on past successes. People include police, provincial enforcement officers, crown attorneys, and support staff.
  - (c) Being accessible and sharing information and expertise with others to increase understanding and informed decision making or offering suggestions that help people find solutions to their questions.
  - (d) Contributes to the maintenance of a collegial/professional atmosphere by recognizing people’s work and effort which benefits the service.
  - (e) Is a good role model.

- (f) Initiates or participates in educational and other special projects within or outside the PPS as circumstances permit.
5. **Client Orientation** – Develops and maintains strong relationships with clients. In this section “Client” mean parties to the criminal justice system.
- (a) Sets and achieves individual performance targets aligned with mission statement/business plan of the PPS.
  - (b) Organizes own work to stay on track toward targets, keeping others informed of progress.
  - (c) Organizes people, prioritizes and delegates tasks and responsibilities so that objectives can be accomplished.
  - (d) Is accountable for actions and keeps commitments.
  - (e) Develops core leadership competencies to meet individual performance targets.
  - (f) Is receptive to feedback from others on ideas and procedures and works toward effective solutions.
  - (g) Encourages others by providing meaningful constructive feedback.
6. **Team Orientation** – Works collaboratively with others to achieve common goals.
- (a) Creates a team identity by jointly working to achieve a shared vision, mission, and goals. “Team” mean all PPS personnel.
  - (b) Fosters an open exchange of ideas with a cooperative professional disposition.
  - (c) Recognizes team members for their achievements and contributions.
  - (d) Raises difficult issues for discussion within the team environment in advance of any decision.
  - (e) Supports team decisions.

## SCHEDULE C

### LONG TERM DISABILITY PLAN

#### **Plan Document**

The Plan Document is the official agreement between the Nova Scotia Government and the Nova Scotia Government and General Employees Union which states the terms and conditions applicable to all participating employers and plan members covered under the LTD Plan.

To review plan members' rights and obligations, refer to the Plan Document. To download the complete document, click the link below:

- [Plan Document - Amended January 1st, 2013](#)
- [Plan Document - Amended December 31st, 2015](#)

## SCHEDULE D

### MOA REMOVAL EXPENSE

#### PROVINCE OF NOVA SCOTIA

#### “REMOVAL EXPENSE MEMORANDUM”

#### 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 “Director of Public Prosecutions” 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 their 19<sup>th</sup> 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 who is dependent of them for support by reason of incapacity of ill health, provided the employee certifies that they are 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 their 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 affect the transfer.
- 1.8 “Household Effects” means the furniture, household equipment and personal effects of an employee and their 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 of the employee.

2.3 For any transfer, the terms and conditions of reimbursement are to be discussed with the employee at the time of their 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:

- (a) the new place of duty is outside a radius of 32 kilometres (20 miles) from the old place of duty, and
- (b) 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 the total costs of such does not exceed the cost of comparable removal expenses involving conventional housing.

2.6 Upon authorization of the Director of Public Prosecutions of the department in which they are 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 their account for the removal expenses.

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

2.7 If an employee incurs expenses related to their transfer/relocation before they have 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 Director of Public Prosecutions 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 their residence by reason that:
  - (a) the employee is granted a transfer at their 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 Director of Public Prosecutions.

### REMOVAL EXPENSES MAY INCLUDE:

- 3.2.1 travelling expenses incurred by the employee and their 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 their 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 and Policy Board;
- 3.2.4 packing, unpacking, cartage and freight of their 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 Director of Public Prosecutions 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 their 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 their relocation, at the discretion of the Director of Public Prosecutions;
  - 3.2.6 realty agency costs actually incurred by the employee in selling their 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 sixty (60) days of the relocation notification, the Director of Public Prosecutions 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 they are 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 their 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 their household effects as economically as is consistent with the 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 Director of Public Prosecutions should so certify in cases where it is not possible to obtain three competitive bids.
- 3.5 The employee and their 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 Director of Public Prosecutions, 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 of 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 and 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 their 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.

## **SCHEDULE E**

### **EXPEDITED ADJUDICATION – RULES OF PROCEDURE**

1. A single adjudicator shall be appointed to decide the grievance.
2. The parties will agree to a roster of single adjudicators who will be appointed pursuant to these Rules of Procedure. The parties may agree at any time to remove an adjudicator's name from the roster or to add an adjudicator's name to the roster.
3. The adjudicators will be paid in accordance with a schedule agreed to by the parties.
4. On a rotating basis, an adjudicator's availability will be reviewed. Where the parties are able to schedule dates which are agreeable to all and which allow the hearing of the grievance to be convened not later than ninety (90) calendar days from the date of the adjudicator's appointment, the parties will make arrangements to have the adjudicator appointed. Where, however, the parties are unable to schedule dates which are agreeable to all, the availability of the next adjudicator in the rotation shall be reviewed, and so on, until an adjudicator is appointed.
5. At least ten (10) business days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
  - to exchange copies of any documents that either party intends to rely on in the hearing;
  - to establish and attempt to agree on the facts relevant to the grievance;
  - to exchange copies of any precedents and authorities; and
  - to engage in discussions regarding the possible settlement of the grievance
6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the adjudicator. This may be done by conference call between the adjudicator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the adjudicator the employment agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
8. The adjudication hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:
  - The hearing shall be completed within a single day. At the commencement of the hearing the parties and the adjudicator shall attempt to agree upon the allocation of time and if agreement cannot be reached the adjudicator shall decide upon such allocation.

- The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
  - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
  - The adjudicator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with their determination as to its relevance to the outcome.
9. The decision of the adjudicator on the merits of the grievance shall be rendered within fourteen (14) calendar days of the hearing. The adjudicator may provide brief written reasons for the decision.
10. The decision of the adjudicator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this employment agreement or otherwise.

## **SCHEDULE F**

### **DEPARTMENTS, AGENCIES, BOARDS, & COMMISSIONS**

#### **DEPARTMENTS**

Advanced Education  
Agriculture  
Communities, Culture and Heritage  
Cyber Security & Digital Solutions  
Economic Development  
Education and Early Childhood Development  
Energy  
Environment and Climate Change  
Finance and Treasury Board  
Fisheries and Aquaculture  
Growth and Development  
Health and Wellness Intergovernmental Affairs  
Justice  
Labour Skills and Immigration  
Municipal Affairs  
Opportunities and Social Development  
Natural Resources & Renewables  
Public Service Commission  
Public Works  
Seniors and Long-term Care  
Service Nova Scotia

#### **AGENCIES, BOARDS, & COMMISSIONS**

Acadian Affairs and Francophonie  
Accessibility Directorate  
African Nova Scotian Affairs  
Advisory Council on the Status of Women  
Alcohol and Gaming Division  
Chief Information Office  
Communications Nova Scotia  
Elections Nova Scotia  
Emergency Management Office  
Executive Council Office  
Gaelic Affairs  
Government House  
Human Rights Commission  
Legal Aid Commission  
Office of the Auditor General Office  
Office of Equity and Anti-Racism Initiatives  
Office of L'nu Affairs  
Office of the Legislative Counsel

Office of the Ombudsman  
Office of the Premier  
Office of the Speaker  
Public Prosecution Service  
Utility and Review Board  
Workers' Compensation Appeals Tribunal

## **SCHEDULE G**

### **REGIONS PURSUANT TO ARTICLE 35:**

#### **REGIONS**

Cape Breton

Central

Western

Halifax