

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

NOVA SCOTIA GOVERNMENT LAWYERS' ASSOCIATION

APRIL 1, 2021 – MARCH 31, 2024

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PREAMBLE

It is the intention and purpose of the parties to this Agreement (“this Agreement” or “the 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 Legal Services Division and to promote the well-being and the productivity of its Employees who, through the Division, are responsible for the provision of quality, reliable and useful legal services (excluding prosecution services pursuant to the *Public Prosecutions Act*) to the Crown.

Accordingly, the parties 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.

The Employer acknowledges that the Attorney General is unique among Ministers of the Executive Council as the law officer of the Crown. The Attorney General has responsibilities under the Constitution and the *Public Service Act*, in addition to their responsibilities as Minister of Justice and as a member of Executive Council.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.1 Definitions

For the purposes of this Agreement:

“Association” means the Nova Scotia Government Lawyers’ Association.

“Daily rate of pay” means an Employee’s bi-weekly rate of pay divided by ten (10).

“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.

“Deputy Head” means the Deputy Minister of Justice or their delegate.

“Employee” means a person who is included in the Employee Group.

“Employee Group” means all government lawyers employed with the Legal Services Division, Nova Scotia Department of Justice, excluding:

- (a) casual Employees with less than three months’ service,

- (b) Managing Lawyers and lawyers above Managing Lawyers, including the classification of Senior Counsel reporting to the Executive Director, and
- (c) the government lawyer positions employed with the Legal Services Division known as the labour group.

“Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.

“Employer” means Her Majesty the Queen in the Right of the Province as represented by the Public Service Commission.

“Fiscal Year” means April 1 to March 31.

“Framework Agreement” means the agreement between the Employer and the Association entered into on the 2nd day of May, 2019, which recognizes the Association as the exclusive bargaining agent for the Employees and the terms governing the negotiation of this Employment Agreement.

“Holiday” means the twenty-four (24) hour period commencing at 12:01 am of a holiday designated in this Agreement.

“Leave of Absence” means absent from work with permission consistent with the terms of this Agreement.

“Lockout” includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of Employees to compel the Employees, or to aid another employer to compel its employees, to agree to terms or conditions of employment.

“Long Term Disability Plan” means the Nova Scotia Public Service Long Term Disability Plan as amended from time to time.

“Managing Lawyer” means the manager of a Team to whom a group of Employees report.

“Practice Area” includes solicitor services, litigation, child protection, and labour.

“Rest Day” means a day on which an Employee is not scheduled to work.

“Spouse” means a person who is married to the Employee or a non-married person who is cohabitating in a conjugal relationship with the Employee and has done so continuously for a period of at least one (1) year.

“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.

“Team” means a group of Employees reporting to a Managing Lawyer.

“Term Employee” means an Employee in a term position in the Legal Services Division up to a maximum of five (5) years.

“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.

1.2 Service

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

- (a) total accumulated months of employment for Employees where appointments have been made by the Employer under the provisions of the *Civil Service Act*
- (b) Notwithstanding Article 1.2(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.
- (c) Calculation of service under Article 1.2(b) is subject to Article 20.6, Conversion of Hours.
- (d) For the purposes of Article 1.2(b), service-related benefits are vacation, sick leave, Public Service Awards and severance.

1.3 Civil Service Terms

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

ARTICLE 2 - RECOGNITION

2.1 Exclusive Bargaining Agent

The Employer recognizes the Association as the exclusive bargaining agent for all persons in the Employee Group.

2.2 Labour Group

It is expressly agreed by the parties that, while the government lawyers’ positions employed with the Legal Services Division known as the labour group are excluded from the Employee Group, Employees occupying those positions shall have full rights and benefits under any Employment Agreement negotiated between the parties, shall pay Association dues, and shall have any available rights to grieve/arbitrate.

2.3 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 - INCLUSION AND DIVERSITY

3.1 No Discrimination

The Employer and the Association support the creation of a respectful, inclusive workplace, and value the human rights of all Employees. 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.

3.2 Inclusion and Diversity Initiatives

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

ARTICLE 4 - APPLICATION

*4.1 Binding

This Agreement, including each Memoranda of Agreement and the Schedules 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

5.1 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 – LEGISLATION AND POLICY

6.1 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.

6.2 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.

6.3 Policy

Departmental and corporate policies dealing with matters not otherwise addressed by this Agreement apply to Employees, unless inconsistent with the terms of this Agreement. In the case of inconsistency, the Agreement prevails. Applicable policies will be posted electronically for Employee access.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 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.

7.2 Safety Regulations

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

7.3 Consistent Application

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

7.4 Delegation of Authority

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

ARTICLE 8 – RIGHTS AND PROHIBITIONS

8.1 No Lockout or Strike During Employment Agreement

The Employer shall not lockout, and the persons in the Employee Group shall not strike, during the period of any Employment Agreement negotiated pursuant to the Framework Agreement.

8.2 Right to Strike and Right to Lock Out

- (a) Subject to Article 8.3, if the Employer and Association are unable to conclude an Employment Agreement, and a conciliator has filed their report pursuant to clause 10 of the Framework Agreement, the Association may strike and the Employer may lock out.
- (b) The right to strike and the right to lock out shall be governed by the provisions of the Nova Scotia *Trade Union Act* sections 2(1), 47, 48, 49, 50 and 51, except as modified by the Framework Agreement.
- (c) The time limits set out in section 47(1)(c) and 47(3)(b) of the *Trade Union Act* shall be amended as follows:
 - (i) s. 47(1)(c) shall be 30 days, not 14 days;
 - (ii) s. 47(3)(b) shall be 7 days, not 48 hours.

8.3 Essential Services

- (a) The Association shall not strike, and the Employer shall not lockout, unless the parties have an agreement for the provision of essential services in the Child Protection Practice Area and for Adult Protection work.
- (b) The parties have reached a binding essential services framework which is attached at Schedule E.

ARTICLE 9 – ASSOCIATION INFORMATION

9.1 Bulletin Boards

The Employer shall 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.

9.2 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. Reasonable use of an

Employee's government email address is permitted for the purpose of Employees receiving notices of meetings and other Association business, provided such email originates from a non-government email address.

ARTICLE 10 – INFORMATION

10.1 Copies of Agreement

The Employer agrees to post an electronic version of this Agreement on the Employer's website and to supply each Employee with an electronic copy of the Agreement within ninety (90) days of the signing, unless the Employer and Association agree otherwise. Upon Employee request, the Employer will also supply a paper copy of the Agreement.

10.2 Letter of Appointment

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

10.3 Employer to Acquaint New Employees

The Employer agrees to provide new Employees at the time of hiring, or as soon as practicable, an electronic copy of this Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and Association representatives.

10.4 Association to Acquaint New Employees

The Employer agrees to provide the Association at the time of hiring, or as soon as practicable, 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 Representatives, and the provisions of the Agreement.

*10.5 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, every thirty (30) days, a report containing any changes to the information specified in Article 10.5(a).
- (c) 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.

- (d) In addition to the information provided pursuant to (a) and (b) above, the Employer agrees to provide the Association such information relating to Employees in the Employee Group that the Parties agree is required for bargaining purposes.

10.6 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. Once the review and revision has been concluded, the affected Employee(s) shall be provided a copy of the position description.
- (c) All position descriptions shall be approved and dated by the Public Service Commission and copies shall be forwarded to the Association.

ARTICLE 11 – APPOINTMENT TO LEGAL SERVICES DIVISION

11.1 Appointment

Appointments may be made on a permanent, term or casual basis.

11.2 No Avoidance

The Employer will not utilize a casual or Term Employee to avoid filling a permanent position.

11.3 Casual Employees

In the event that a casual appointment exceeds three (3) months, the employee shall become a Term Employee.

11.4 Probationary Period

- (a) Except as provided in (b) and 11.6, an Employee may be appointed to a 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 as a Term Employee shall count towards the twelve (12) month probationary period provided the term concluded no longer than four (4) calendar weeks preceding the permanent appointment.
- (b) Where an Employee changes Practice Area during their probationary period, the Employee shall work at least six (6) months in the new Practice Area before their appointment is

confirmed on a permanent basis. The entire probationary period will not exceed eighteen (18) months.

11.5 Confirmation of Permanent Appointment

- (a) The Employer may, after an Employee has worked 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 worked in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis, except as provided in Article 11.4(b) and 11.6.

11.6 Extension of Probationary Period

- (a) Where the Employee works in a location separate from their immediate supervisor, the Employer may, before the expiration of the Employee's twelve (12) month probationary period, extend the probation for up to another six (6) months.
- (b) When an Employee's probation is extended, the Employer shall notify the Employee one (1) calendar month prior to the expiry of the twelve (12) month probationary period, setting out the reasons for the extension.
- (c) Where an Employee has been on leave exceeding two (2) continuous calendar months during the probationary period, the Employer may, before the expiration of the twelve (12) month probationary period, extend the probation for the length of time that the Employee has been on leave.

11.7 Re-employment in Former Position

Where a permanent Employee is severed for any reason and is re-hired through the competition process within one (1) year of the termination, they shall be appointed as a permanent Employee and not subject to a probation period.

11.8 Change of Term Status

- (a) The Employer may change the status of a Term Employee to probationary or permanent in accordance with the applicable provisions of this Agreement.
- (b) In the event that
 - (1) a term position exceeds three (3) years, or
 - (2) the initial term position is renewed or successive term positions result in total combined term appointments of more than three (3) consecutive years,

the Employer shall change the status of the Term Employee to permanent Employee upon completion of the three (3) years with the Legal Services Division and shall notify the Employee in writing.

- (c) Notwithstanding (b), where the Employer has funding from outside the Legal Services Division which will support a specific project for a term of more than three (3) years, the Employer may appoint an Employee for the term of the funding to a maximum of five (5) years.
- (d) Where an Employee is in or has been in a position funded from outside the Legal Services Division during the three (3) consecutive year period, (b) does not apply.
- (e) The Employer shall change the status of a Term Employee to permanent upon the completion of five (5) years consecutive service in:
 - (i) a position that is externally funded; or
 - (ii) a combination of consecutive positions that have been internally and externally funded.

The Employer shall notify the Employee in writing of this change in status.

ARTICLE 12 – PROBATIONARY OR TERM EMPLOYEE TERMINATION

12.1 Termination of Probationary or Term Employee

Subject to 12.2, the Deputy Head may terminate a probationary or Term Employee at any time prior to the end of their probationary period or expected end of their term appointment.

12.2 Termination Notice

- (a) If a probationary or Term Employee is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Deputy Head shall advise the Employee in writing not less than ten (10) Business Days prior to the date of termination, with the reasons for the termination.
- (b) The Employer shall notify the Association when a probationary or Term Employee is terminated, inclusive of the reason(s) for termination.
- (c) Notwithstanding (a), where an Employee is employed in a term position of more than two (2) years and is terminated early for reasons other than willful misconduct or disobedience or neglect of duty, the Deputy Head shall advise the Employee in writing not less than fifteen (15) Business Days prior to the date of termination, the reasons for the termination. For clarity, this provision does not apply to an Employee employed in successive term positions for more than two (2) years or where a term position is extended beyond two (2) years.

12.3 Pay in Lieu of Termination Notice

Where the Employer provides notice of less than ten (10) Business Days under Article 12.2(a) or less than fifteen (15) Business Days under (c), the Employee shall receive pay in lieu for the remainder of the notice period.

ARTICLE 13 – TEMPORARY ABSENCE FROM THE ASSOCIATION

- (a) Where an Employee takes an approved leave from their permanent Employee Group position to work elsewhere, the Employee shall not pay Association dues and the Association shall not have a duty to represent the Employee, except in relation to the rights set out in (b) and (c).
- (b) The Employee shall have a right to return to a position in their same Practice Area and geographic location at the end of the approved leave.
- (c) During the period of leave, the Employee shall be considered an internal applicant.
- (d) The rights set out in (b) and (c) shall expire if the period of leave extends beyond thirty (30) months and the Employee shall lose seniority.

This Article applies to temporary absences commencing on or after the [date of signing].

ARTICLE 14 – REASSIGNMENT

- (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 39.13. The Employer shall not exercise the right to assign or re-assign in an arbitrary, discriminatory or bad faith manner.
- (b) Where consistent with the operational requirements of the Employer, requests for internal reassignment may be invited by the Employer.
- (c) The Employer shall notify the Association of all Employees reassigned pursuant to this provision within ten (10) Business Days of notice of reassignment.
- (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.

ARTICLE 15 – VACANCIES

*15.1 Restricted Posting

- a) The Employer may decide that a new or vacant position be restricted to aboriginal 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.
- b) A position restricted under Article 15.1 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 sixty (60) days of the closing date of the posting, the position shall revert to unrestricted.

*15.2 Expression of Interest

- (a) When a new or vacant (permanent or term greater than two (2) years) position has not been filled by internal reassignment pursuant to Article 14, the Employer will invite Employees with two (2) or more years of service as a permanent Employee to submit an Expression of Interest.
- (b) When a new or vacant term position of less than two years has not been filled by internal reassignment pursuant to Article 14, the Employer may invite Employees in a Term position of less than two years to submit an Expression of Interest.
- (c) The Expression of Interest will be assessed by the Employer objectively against the skills, experience, and qualifications required for the specific position.
- (d) Where more than one (1) applicant is determined to be suitable for a position and the Employees are of equal merit, the Employer may choose an Employee who is an aboriginal person, a racially visible person, a person with a disability, an African Nova Scotian, and/or another person in a non-traditional role. If the Employer does not choose on this basis, then the Employee with the greatest length of service will fill the position.
- (e) If the length of service is the same, the Employee with the earliest date of hire shall be offered the position. Where an Employee 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 applied.
- (f) If a position is filled by Expression of Interest pursuant to Article 15.2(a), the successful Employee cannot submit another Expression of Interest for twenty-four (24) months following the start date in the new position.
- (g) Notwithstanding the above, there may be occasions whereby the Employer refuses to grant an Expression of Interest based on the operational requirements, this will not be exercised unreasonably.

*15.3 Job Posting

- (a) When a new or vacant position has not been filled by Expression of Interest pursuant to Article 15.2, the Employer shall post, for a minimum of ten (10) Business Days, notice of such vacancy electronically.

- (b) The Employer can post for internal and external applicants simultaneously.
- (c) The Employer will consider internal Employee Group applicants prior to consideration of applicants external to the Employee Group.
- (d) Where no internal Employee Group applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants external to the Employee Group. Applicants will be assessed by the Employer objectively against the skills, experience and qualifications required for the specific position.
- (e) If a vacancy arises within six (6) months of the closing date of a competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing expression of interest or job competition within the six (6) month period.

15.4 Application

Articles 15.1, 15.2 and 15.3 do not apply to new or vacant Lawyer IV positions.

*15.5 Criteria and Selection Process for Lawyer IV

- (a) Appointment to a Lawyer IV position shall be through a merit-based competition as described in this Agreement.
- (b) Lawyer IVs will have distinguished themselves in the practice of their profession as exceptional senior lawyers with specialized or expert abilities, both by example and reputation.
- (c) To be eligible for appointment as a Lawyer IV, an Employee must satisfy the following minimum requirements:
 - (i) be a Lawyer III;
 - (ii) have a minimum of ten (10) years practicing experience;
 - (iii) have been employed with the Legal Services Division for a minimum of four (4) consecutive years; and
 - (iv) consistently and on an ongoing basis, demonstrate to the Employer's satisfaction exceptional competence.
- (d) Applicants must apply in writing for a posted Lawyer IV position by the competition closing date.
- (e) For any given Lawyer IV competition, a selection committee will be appointed by the Executive Director of Legal Services and will consist of:
 - (i) two (2) representatives of the Employer;

- (ii) one (1) Lawyer IV; and
- (iii) one (1) non-applicant Lawyer III

At the time of appointment to the selection committee the Employer shall acquaint each member with the criteria and selection process as outlined in this Article 15.5.

- (f) The criteria to be used by the selection committee shall be demonstrated qualifications, attributes and commitment from which there is a substantial likelihood that the lawyer, throughout the rest of their career, will attain and maintain the abilities to:
 - (1) be recognized as a subject matter expert in an area of law that supports the work of the Crown;
 - (2) provide unsupervised, sound advice on complex or sensitive legal matters;
 - (3) handle demanding, high-profile, difficult and complex files, including those with significant legal, evidentiary or policy issues, the outcome of which is critical to the administration of justice or the interest of the Crown;
 - (4) deal competently and expeditiously with a high volume of legal work without comprising standards and ensuring excellent client relations;
 - (5) routinely exercise superior independent judgement and decision-making;
 - (6) demonstrate leadership qualities;
 - (7) assist other lawyers in the Legal Services Division with subject matter expertise, career development and day-to-day activities; and
- (g) The selection committee shall conduct a fair procedure, which will include but not be limited to an interview. Where there is only one (1) candidate, the selection committee will make a recommendation to the Deputy Head as to whether the candidate has met the required qualifications and abilities and should be appointed.
- (h) If there is more than one (1) qualified candidate, the selection committee will rank the candidates in order. If more than one (1) are equal in qualifications and abilities with reference to the selection criteria, the Employer may choose an Employee who is an aboriginal person, a racially visible person, a person with a disability, an African Nova Scotian, and/or another person in a non-traditional role. If the Employer does not choose on this basis, then the lawyer with the most seniority in the Employee Group will be ranked higher.
- (i) If following the process described above in (h), the selection committee has ranked more than one (1) candidate as equal, the selection committee shall consider involvement in activities beyond regular job duties which serve the legal profession or the community and positively enhance the reputation and profile of the Legal Services Division or the public service as a tie breaker.

- (j) In the event of a tie vote among the members of the committee, the vote of the Lawyer III will not count.
- (k) The top ranked candidate will be recommended by the selection committee to the Deputy Head for appointment. The decision of the Deputy Head will be final.
- (l) In the event a Lawyer IV vacancy arises within twelve (12) months of the closing date for the most recent Lawyer IV competition, the Employer is not required to post the vacancy and may fill the position through the results of the prior competition. For clarity, the closing date is the competition closing date referred to in Article 15.5(d), not the date the posting is filled.

ARTICLE 16 – ARTICLING STUDENTS

16.1

The Association and Employer agree that articling students who have articulated with the Legal Services Division may be hired into a term position of up to one (1) year immediately upon successful completion of articling and call to the bar. For the purpose of filling this term position, the reassignment and job posting provisions of this Agreement do not apply.

16.2

Articling students become members of the Employee Group and the terms and conditions of this Agreement apply to them once they fill a term position under this Article.

ARTICLE 17 – CHECKOFF

17.1 Deduction of Association Dues

The Employer shall, 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.

17.2 Notification of Deduction

The Association shall inform the Employer in writing of the authorized deduction to be paid by Employees as set out in Article 17.1.

17.3 Remittance of Association Dues

The amounts deducted in accordance with Article 17.1 shall be remitted to the Treasurer of the Association within thirty (30) Calendar Days after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on their behalf.

17.4 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 18 – ASSOCIATION REPRESENTATIVES

18.1 Recognition

The Employer acknowledges the right of the Association to appoint Employees as Association representatives.

*18.2 Notification

The Association shall have a right to appoint a maximum of four (4) Association representatives from each of the three (3) Practice Areas included in the Employee Group. The Association agrees to provide the Employer with a list of employees appointed as Association representatives.

*18.3 Association Representation

The Employer shall 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. The Employer will make best efforts to schedule the meeting during a time that an Association representative is available to attend. Should an Association representative be unavailable, the Employer may proceed with the verbal warning, written warning, suspension or discharge meeting in the Association's absence.

18.4 Servicing of Grievances

It is understood that Association executives, Association 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 representative will seek approval for the leave from their Managing Lawyer pursuant to Article 19.

ARTICLE 19 – TIME OFF FOR ASSOCIATION BUSINESS

*19.1 Time Off for Association Business

Where operational requirements permit and on reasonable notice, the Employer will approve the following leaves of absence. Such approval will not be unreasonably withheld.

Employees granted special leave pursuant to this Article shall record their absence in the proper reporting system.

- (a) Special leave without pay to the President of the Association for Association business.
- (b) Leave with pay for one half day to Employees in the Employee Group to attend an Association annual meeting.
- (c) Special leave with pay for up to four (4) representatives of the Employee Group to attend employment agreement negotiation meetings with the Employer on behalf of the Association.
- (d) Leave with pay to an Employee to attend their own grievance meetings with the Employer and leave with pay to an Association representative who accompanies the Employee.
- (e) Leave with pay to Employees who are:
 - (i) called as a witness by an arbitrator prescribed by Article 31;
 - (ii) meeting with management in joint consultation prescribed by Article 33.

19.2 Travel

Travel carried out during Association business leaves shall not be considered to be “on the Employer’s business” for the purposes of any travel expenses.

ARTICLE 20 – HOURS OF WORK

20.1 Hours of Work

The regular hours of work shall be 8:30 a.m. to 4:30 p.m. Monday to Friday, subject to Articles 20.2 and 20.3. It is understood that in order to meet professional obligations, Employees may be required to work beyond these hours.

20.2 Flexible Working Hours

- (a) The Employer may 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.

20.3 Modified Work Week

- (a) The Employer may authorize a modified work week schedule, provided that 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 regular Work Day shall be 7.5 hours. An Employee shall be entitled to one (1) Earned Day Off for every three (3) calendar weeks.

- (b) An Employee will take their Earned Day Off on the scheduled day, but may, with the approval of the Managing Lawyer, defer it to a mutually agreeable date that is within the three (3) week period prior to the next regularly scheduled Earned Day Off.

20.4 Working Remotely

The Employer may authorize an Employee to work from a location outside of their regular office, from time to time, provided that operational requirements permit and the provision of services are not adversely affected.

20.5 Notice of Return to Regular Times of Work

If the Employer determines that a modified work week or flexible working hours schedule provided for in Articles 20.2 or 20.3 no longer meets operational requirements or the provision of services is adversely affected, the Employer may require a return to regular times of work, in which case Employees and the Association shall be provided with sixty (60) Calendar Days advance notice.

20.6 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 (1) day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the Employee's classification:

- calculation of service under Article 1.2(b)
- annual vacation entitlement
- vacation carry over
- paid holidays under Article 23.1
- bereavement leave
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave
- acting pay qualifying period

- rest periods

*ARTICLE 21 – TIME OFF WITH PAY IN LIEU OF OVERTIME

- (a) In addition to any other vacation or leave, an Employee is entitled to five (5) Work Days of paid leave, in lieu of overtime in every full fiscal year worked. The Employee will have no obligation to track the overtime hours worked. The entitlement shall accrue to the Employee on the first day of the fiscal year and, shall lapse if not used before the end of that fiscal year. If the Employee is not actively at work for the full fiscal year, the five (5) days shall be prorated. The time off with pay shall be taken at a time that is mutually acceptable to the Employer and Employee.
- (b) Notwithstanding (a), an Employee who is unable to take time off with pay in lieu of overtime within the fiscal year because of illness, injury, pregnancy, parental or adoption leave may seek approval to carry over their unused time off to the subsequent fiscal year. Where there is sufficient time available and operational requirements permit, the Employee shall use their remaining time off entitlement within the fiscal year that it is earned.
- (c) Where an Employee works a modified work week pursuant to Article 20.3, the Employee's entitlement to five (5) Work Days of paid leave of overtime shall reflect that the Employee's Regular Work Day on a modified work week schedule is seven and one-half (7.5) hours.

ARTICLE 22 – VACATIONS

*22.1 Annual Vacation Entitlement

An employee shall be entitled to receive annual vacation with pay as set out below:

- (a) each year during their first sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; for a total of three (3) weeks' vacation during each of the 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; for a total of four (4) weeks' vacation in each year after five (5) years of service;
- (c) each year after months one hundred and sixty-eight (168) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; for a total of five (5) weeks vacation in each year after fourteen (14) 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; for a total of six (6) weeks' vacation in each year after twenty-four (24) years of service.

22.2 Annual Vacation Entitlement and Previous Employment

- (a) Where an Employee is able to satisfy the requirements of Section 72(2A) or (2B) and (2C) of the *General Civil Service Regulations*, they shall receive the applicable annual vacation entitlement listed in these provisions.
- (b) For greater certainty, for the purposes of Section 72(2A), (2B) and (2C) of the *General Civil Service Regulations*:
 - (1) an employee who was a partner in a law firm immediately before their appointment is considered to be an “employee”;
 - (2) any service accumulated in a law firm is considered to be “non-civil-service employment”;
and
 - (3) the employee’s previous law firm is considered to be their “place of employment”.

22.3 Vacation Year

The vacation year shall be April 1 to March 31, inclusive. Except as otherwise provided in this Agreement, vacation leave entitlement shall be used within the year in which it is earned.

22.4 Vacation Leave Approval

- (a) Requests for vacation leave must be provided to the Managing Lawyer for approval.
- (b) Preference of vacation schedule within Teams may be given to those Employees with greater length of service, as defined in Article 1.2.
- (c) If an Employee wishes to use their length of service to obtain priority over other vacation requests within their Team pursuant to 22.4(b), the Employee shall advise their Managing Lawyer, in writing, of their vacation preference for the following vacation year as soon as possible, and in any event no later than March 31. The Managing Lawyer will respond in writing by April 15 indicating whether or not the Employee’s vacation request is authorized.
- (d) If operational requirements permit, the Managing Lawyer must make every reasonable effort to ensure that an Employee’s written request for vacation leave is granted, including any request to take their vacation leave in a single unbroken period of leave.
- (e) Vacation leave approval after March 31, including vacation leave approval for an Employee transferred into a Team during a vacation year, shall not result in the displacement of another Employee’s previously approved vacation.
- (f) If the Managing Lawyer is unable to accommodate an Employee’s written request for vacation leave, the Managing Lawyer shall:
 - (1) give the reason(s) for why the leave was not approved;

(2) make every reasonable effort to grant alternate vacation leave the Employee requests.

22.5 Carry-over and Accumulative Carry over of Vacation Leave Entitlement

- (a) An Employee may carry over all of the following vacation leave entitlement as specified:
- (i) up to a maximum of five (5) days of vacation leave entitlement into the vacation carryover bank for use in the following fiscal year or the entitlement lapses, unless the Employee requests in writing that this vacation leave be carried over into the accumulative vacation carryover bank pursuant to 22.5(a)(ii) below;
 - (ii) with the Dep Head's consent, up to a maximum of five (5) days of vacation leave entitlement each year, to a maximum accumulation of twenty (20) days into the accumulated vacation carryover bank.
- (b) A request for carry-over of vacation leave entitlement under Article 22.5(a)(ii) into the accumulative carryover bank must be made in writing by the Employee to the Deputy Head not later than January 31st of the fiscal year in which the vacation is earned unless the Deputy Head accepts a later date.

22.6 Vacation Leave Entitlement from Subsequent Year for Use in Current Year

The Deputy Head may grant an employee who has five (5) years service or longer a maximum of five (5) days of vacation leave entitlement from vacation leave entitlement to be earned in the next fiscal year for use in the current fiscal year.

22.7 Employee Compensation Upon Separation

Upon their separation from the Civil Service, an Employee shall be paid any unused vacation.

22.8 Employer Compensation Upon Separation

Upon their separation from the Civil Service, an Employee shall compensate the Employer for vacation and time off with pay in lieu of overtime which was taken but not earned.

22.9 Illness During Vacation

An Employee who becomes ill during a vacation leave and who is granted short-term illness leave pursuant to Article 27.2 will be placed on short-term illness leave and their vacation entitlement restored to the extent of the STI Leave.

ARTICLE 23 – HOLIDAYS

*23.1 Paid Holidays

Subject to Article 20.6, the paid 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 is recognized to be a provincial or civic holiday in the area in which the Employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August;
- (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.

23.2 Exception

Article 23.1 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.

23.3 Holiday Falling on a Rest Day

(a) If a paid holiday set out in Article 23.1 coincides with an Employee's rest day, the Deputy Head must grant the Employee a day of leave with pay, or in the case of Christmas Eve, a half-day leave with pay, for the holiday on one of the following dates:

(1) the Employee's 1st working day immediately following the rest day;

(2) a day that is acceptable to the Deputy Head and the Employee.

23.4 Holiday Coinciding with Paid Leave

If a paid holiday set out in Article 23.1 occurs during the Employee's leave with pay, the holiday does not count as a day of leave with pay.

ARTICLE 24 – SPECIAL LEAVE

24.1 Special Leave

(a) Subject to the provisions of this Agreement, in any one fiscal year, the Deputy Head may grant special leave with pay, special leave with partial pay or special leave without pay to an Employee for any period and under any terms that the Deputy Head determines circumstances warrant.

(b) Before an Employee's special leave without pay begins, an Employee must pay the Employee's portion of the Consolidated Health and Dental Plan, Basic Group Life Insurance Plan and Optional Group Life Insurance Plan premiums for the entire period of the Employee's special leave. If an Employee does not pay these premiums for the entire period of their special leave, the benefits for which premiums have not been paid are suspended for the period of the Employee's special leave.

(c) Before an Employee's special leave without pay begins, the Employee must pay their portion of the Nova Scotia Long Term Disability Plan premiums for the entire period of their leave, unless they are employed by another employer during their leave who requires participation in the Nova Scotia Long Term Disability Plan or another long-term disability plan and provides the Employer with confirmation of such coverage.

(d) Pensionable service and pensionable earnings for an Employee on special leave without pay are determined in accordance with the *Public Service Superannuation Plan Regulations* made under the *Public Service Superannuation Act*.

(e) Payment of premiums under (b), (c) and (d) above must be made by one (1) of the following methods:

(i) post-dated cheques;

(ii) money order; or

(iii) deductions from the Employee's salary;

- (f) The Employer must notify an Employee by certified mail if payments received from the Employee under clause (b), (c) or (d) are not received or are insufficient. No later than fourteen (14) days after the date this certified letter is sent, the Employee must pay the amount owing, including any arrears, by money order or certified cheque. If an Employee does not make this payment, the Employer shall discontinue the Employee's benefit retroactive to the last date for which the Employee paid the premiums.
- (g) Unless the terms under which the leave was granted provide otherwise, an Employee who is on special leave is deemed to be continuously employed during their leave.

24.2 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.
- (b) Immediate family is defined as father, mother, step-parents, brother, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the Employee, father-in-law, mother-in-law, daughter-in-law, son-in-law, step child, ward of the Employee, grandparent, or grandchild of the Employee and a relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (c) An Employee's paid leave entitlement will expire after seven (7) Calendar Days commencing midnight following the death.
- (d) Notwithstanding Articles 24.2(a) and (c), some or all of an Employee's paid leave entitlement may be deferred to a later date due to the burial or service relating to the death taking place beyond the seven (7) Calendar Days. The Employee must obtain approval for the deferral from their Deputy Head at the time of the death and the deferred leave must be taken within one (1) year of the death.
- (e) 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 brother-in law, sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the Employee. An Employee may be granted special leave with pay for up to two (2) days to travel, if travel is required and the travel days do not fall on regularly scheduled days of rest.
- (f) 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.
- (g) To claim leave as bereavement leave, the Employee must notify the Deputy Head before taking the leave.

24.3 Court Leave

- (a) Leave of absence with pay shall be given to every Employee who is required to attend any proceeding by subpoena or summons.
- (b) Where an Employee is required to attend pursuant to Article 24.3, the time spent shall be considered time worked.

24.4 Leave for Job Interview

When an Employee participates as a candidate in a personnel selection process for a position in the Civil Service, 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 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 shall not be considered to be "on the Employer's business" for the purposes of expenses incurred under Article 34. Such leave shall be requested by the Employee of their Managing Lawyer as soon as possible after the requirement of their presence is known.

24.5 Leave for Family Illness

- (a) In this Article family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the Employee, whether or not living with the Employee, or any other relative of the Employee who 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 shall be granted leave with pay up to a maximum of five (5) Work Days per fiscal year. Such leave requires notification to the Deputy Head, and proof of need may be required. Such leave shall not be unreasonably withheld.
- (c) Article 24.5(b) applies to preventative medical and dental care for an Employee's family member.

24.6 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 (5th) month of pregnancy, the Employee shall submit to the Employer through the Deputy Head a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request, and the Employee shall then provide, a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery as the Employee determines, and not later than the date of delivery.

- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than sixteen (16) weeks after the pregnancy leave began pursuant to Article 25.6(d).
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks written notice of the date the Employee will begin the pregnancy leave and the date the Employee will return to work upon completion of the leave unless the Employee indicates she will take the maximum leave to which the Employee is entitled.
- (g) The notice referred to in Article 24.6(f) may be amended by the Employee:
 - (1) 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;
 - (2) 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
 - (3) 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 be required to return to work.
- (h) Where notice as required under Article 24.6(g) is not possible, the Employee shall give the Employer through the Deputy Head as much notice as reasonably practicable of:
 - (1) the date the Employee will begin the pregnancy leave where they are advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from the pregnancy;
 - (2) 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 24.6(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 person, or the performance of the Employee's work is materially affected by the pregnancy.
- (j) Where the Employee reports for work upon the expiration of the period referred to in Article 24.6, 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) Subject to 24.1(b), (c) and (d), while an Employee is on pregnancy leave, the Employer shall maintain coverage for Consolidated Health and Dental Plan and Group Life Insurance 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 the pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 24.6 may be granted in accordance with the provisions of Article 27.

24.7 Pregnancy Leave Allowance

- (a) An Employee entitled to pregnancy 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 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefits (S.E.B.) Plan.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (1) 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;
 - (2) where the Employee has served the one (1) week waiting period in 24.7(b)(1), 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.
 - (3) 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 percent (93%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during that period.
- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled on the date immediately preceding the commencement of her pregnancy leave. In the case of a part-time Employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the 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 the Employee's annual income exceed 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.

24.8 Parental Leave

(a) Parental Leave

Subject to Article 24.8(b)(2) an Employee who has become a parent of one (1) 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 Deputy Head, four (4) weeks' notice in writing of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may amend the notice in accordance with the provisions of Article 24.6 (g) or (h).

(b) Parental Leave following Pregnancy Leave

For an Employee who has taken pregnancy leave pursuant to Article 28.8 and the Employee's newborn child or children arrive in the Employee's home during the pregnancy leave, Parental leave:

- (1) shall begin immediately upon completion of the pregnancy leave and without the Employee returning to work; and
- (2) 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 24.8.

(c) Parental Leave other than in Article 24.8(b)

For an Employee other than one to whom Article 24.8(b) applies, Parental Leave:

- (1) shall begin on a date coinciding with or after the birth of the child or children; and
- (2) 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 28.8(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 24.8(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) Subject to 24.1(b), (c) and (d), while an Employee is on Parental Leave, the Employer shall maintain coverage for Consolidated Health and Dental Plan and Group Life Insurance 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 Paternal 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 Deputy Head at least two (2) weeks' notice of the date the leave is to resume. An Employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

24.9 Adoption Leave

- (a) An Employee who has become a parent of one (1) 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 Deputy Head, four (4) weeks' notice in writing of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the Employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an Employee who requests Adoption Leave pursuant to Article 24.9(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:

- (1) 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 of the child or children arrive in the Employee's home; and
 - (2) shall end not later than seventy-seven (77) weeks after the start date of the adoption leave under (1).
- (d) Where an Employee reports for work upon the expiration of the period referred to in Article 24.9(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) Subject to 24.1(b), (c) and (d), while an Employee is on Adoption Leave, the Employer shall maintain coverage for Consolidated Health and Dental Plan and Group Life Insurance 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.

24.10 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 are 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:
 - (1) 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;
 - (2) Where the Employee has served the one (1) week waiting period in 24.10(b)(1), 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.

(3) Up to a maximum of ten (10) additional weeks as follows:

- (i) 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 percent (93%) of the Employee's weekly rate of pay,
- (ii) where the Employee is in receipt of extended 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 percent (93%) of the Employee's weekly rate of pay,

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

- (c) For the purposes 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 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 the Employee's annual income exceed one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

24.11 Leave for Birth or Adoption of Child

An Employee may be granted one (1) day special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province or where an Employee's spouse gives birth to a child. This leave may be divided into two (2) separate periods and granted on separate days.

24.12 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 outside of working hours.

24.13 Leave for Medical and Dental Appointments

Employee shall be allowed paid leave of absence up to four (4) Work Days per fiscal year in order to engage in personal preventative medical or dental care. Medical and dental is counted as part of the eighteen (18) days of General Illness Leave available pursuant to Article 27.1.

*24.14 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 work day must be:
 - (i) made up by the Employee at a time and location agreed upon between the Employee and the Employee's immediate supervisor;
 - (ii) charged to the Employee's accumulated vacation; or
 - (iii) otherwise deemed to be leave without pay.
- (b) Notwithstanding Article 24.14(a), reasonable lateness beyond the beginning of an Employee's regular shift starting time shall not be subject to the provisions of Article 24.14(a) where reasonable efforts have been made by the Employee to arrive at their workstation at the scheduled time.
- (c) The Employer or the Deputy Head 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 work day, and any time missed from work in such circumstances will not be subject to the provisions of Article 24.14(a). Decisions by the Employer in regard to the application of Article 24.14(c) shall not be made the subject of Employee or Association grievances alleging inconsistent treatment of Employees.
- (d) 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.
- (e) For purposes of clarity, it is understood by the Parties that Employees will be expected to work from home during an office closure as a result of a storm, to the extent that they are able to do so, and will make every reasonable effort to prepare to do so where the office closure is reasonably foreseeable.

24.15 Leave of Absence for Public Office

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

24.16 Military Leave

Military Leave shall be as provided for in the *General Civil Service Regulations* made pursuant to the *Civil Service Act*, as amended from time to time.

24.17 Volunteer Firefighter and Ground Search and Rescue Leave

If operational requirements permit, the Deputy Head must give every consideration to granting leave with pay to an Employee who

- (a) is a registered member of a volunteer fire department or ground search and rescue organization in the Province; and
- (b) is called to volunteer in an emergency during work hours.

24.18 Education Leave

- (a) Subject to operational requirements, leave of absence with or without pay may be granted to allow an Employee to participate in continuing professional development or other relevant educational opportunities as approved by the Employer.
- (b) Leaves of absence for educational purposes shall not be unreasonably denied.

24.19 Family and Personal Care Leaves

- (a) Leaves in relation to Compassionate Care, Critically Ill Child Care, Critically Ill Adult, Crime-Related Child Death or Disappearance, and for Victims of Domestic Violence 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.

ARTICLE 25 – PREPAID LEAVE PLAN

25.1 Employee may apply to participate in Prepaid Leave Plan

- (a) A full-time permanent Employee may apply to participate in a prepaid leave plan that is financed through a deferral of their salary, and take prepaid leave for the following length of time, six (6) consecutive months or longer up to a maximum of twelve (12) consecutive months.
- (b) An application for approval to participate in a prepaid leave plan must be made in writing to the Deputy Head at least four (4) calendar months before the plan's starting date.
- (c) The Deputy Head must notify an applicant in writing whether their application is approved, or of the reasons for a rejection no later than two (2) calendar months after the date the application under (b) is made.
- (d) It is understood that the Plan shall comply with Canada Revenue Agency requirements.

25.2 Salary and benefits during deferral period

- (a) The salary of an Employee who is participating in a prepaid leave plan is deferred during the period specified in their agreement, in accordance with all of the following:
- (1) the period for deferring a salary must not be longer than 6 years;
 - (2) the Employee's salary must be reduced by a percentage specified in the agreement, to a maximum of 33 1/3% in any 1 year;
 - (3) the Employer must retain the deferred percentage of the Employee's salary, plus accrued interest earned during the deferral period, for payment to the Employee during their prepaid leave;
 - (4) the interest to be paid on the deferred salary must be calculated monthly at an interest rate that is the average of all of the following paid by the financial institution where the deferred salary account is maintained and in effect on the last day of each month:
 - (i) the interest rate for a 1-year term deposit,
 - (ii) the interest rate for a 3-year term deposit,
 - (iii) the interest rate for a 5-year term deposit;
 - (5) interest must be calculated on the average daily balance of the Employee's account and must be credited to the account on the 1st day of the next month.
- (b) The Employer must give a yearly statement of the amount of deferred salary available under a prepaid leave plan, including interest earned, to an Employee whose salary is being deferred.
- (c) While an Employee's salary is being deferred under a prepaid leave plan, the Employee's benefit plan participation continues on the same basis as if the Employee had not enrolled in the prepaid leave plan.

25.3 Deferred Salary Payments Subject to Withholding

Payments out of deferred salary made to an Employee during prepaid leave constitute salary and are subject to withholding for income taxes and for premiums payable when the salary is paid under the *Canada Pension Plan* (Canada) and its regulations.

25.4 Service and Service-related Benefits during Prepaid Leave Period

- (a) Service and pensionable service continue to accumulate on the same basis while an Employee is on prepaid leave.

- (b) Service accumulated by an Employee on prepaid leave must not be credited for vacation leave or short-term illness leave entitlement.
- (c) An Employee on prepaid leave is not entitled to sick leave or vacation leave.

25.5 Benefit Plan Coverage Continues during Prepaid Leave Period

- (a) Subject to Article (b), while an Employee's salary is being deferred and while the Employee is on prepaid leave, the Employee's benefit plan participation continues on the same basis as if the Employee had not enrolled in the prepaid leave plan.
- (b) An Employee who is on prepaid leave is responsible for both the Employer's and Employee's premiums under all benefit plans, other than the Public Service Superannuation Plan, and deductions from the Employee's salary must be made to pay for the premiums.
- (c) An Employee's participation in the Public Service Superannuation Plan, continues as if the Employee had not enrolled in the prepaid leave plan.

25.6 Return to Work after Prepaid Leave

- (a) Subject to (b), an Employee who returns to work after prepaid leave must return to regular full-time employment with the Employer for a period at least equal to the period of leave and in the position the Employee held before beginning the leave.
- (b) If an Employee's position no longer exists at the end of their prepaid leave, the Employee will be governed by the appropriate provisions of this Agreement.

25.7 Withdrawing From or Terminating Prepaid Leave Plan

- (a) An Employee who experiences unusual or extenuating circumstances, including financial hardship, serious illness or disability, or death or serious illness in the Employee's family may withdraw from a prepaid leave plan by writing the Deputy Head and detailing the reasons for their withdrawal.
- (b) An Employee who withdraws from a prepaid leave plan must be paid, no later than 60 Calendar Days after the date of withdrawal, a lump sum payment equal to the balance in the Employee's deferred salary account.
- (c) An Employee's prepaid leave is terminated if the Employee is laid off or their employment is terminated.
- (d) If an Employee dies while participating in a prepaid leave plan, the balance in the Employee's deferral salary account must be paid to the Employee's estate no later than two (2) bi-weekly pay periods after the date the Department of Finance receives notice of the Employee's death.

ARTICLE 26 – GROUP INSURANCE AND BENEFIT PLANS

26.1 Mandatory Participation in Benefit Plans

Except as provided in Article 26.2 and any applicable legislation, an Employee must participate in all of the following benefit plans as a condition of employment:

- (a) the Consolidated Health and Dental Plan;
- (b) the Basic Group Life Insurance Plan;
- (c) the Nova Scotia Public Service Long Term Disability Plan;
- (d) the Public Service Superannuation Plan.

26.2 Employee may opt out of Consolidated Health and Dental Plan

An Employee may opt out of participation in the Consolidated Health and Dental Plan if they provide proof of alternate coverage acceptable to the Employer.

26.3 Contribution and Premiums

An Employee's portion of contributions and premiums under a benefit plan must be deducted from the Employee's salary. The Employer shall pay 65% of the total premium cost for the Consolidated Health and Dental Plan.

ARTICLE 27 – SICK LEAVE

*27.1 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) 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.

27.2 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) Work 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 (40) Work Days of absence and thereafter at 75% of normal salary for the next sixty (60) Work Days of absence;
 - (3) In an incident of short-term illness continues from one (1) fiscal year to the following fiscal year, the employee's benefit entitlement for that incident is limited to the provision of Article 27.2(a) applicable when the short-term illness began.
- (b) The application process for short-term illness leave shall be as prescribed by the Employer from time to time. Short-term illness leave may be granted once the Employer is satisfied the Employee is unable to perform their duties because of illness or injury.

27.3 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 illness leave period as defined in Article 27.2(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 27.2. 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 27.2.
- (d) The provisions of Article 27.3(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 illness leave period as defined in Article 27.2(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.

27.4 General Illness and Short-Term Illness not Available During Certain Periods

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

- (a) receiving designated 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 19 or in the case of circumstances covered under Article 27.5.

27.5 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 governed by the provisions of Article 40.
- (b) During the period an Employee is on layoff status, they shall not be entitled to benefits under Article 27 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 27.5 shall include any benefits payable in accordance with the Long-Term Disability Plan.

27.6 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, as amended from time to time.

An Employee who becomes disentitled to Long-Term Disability after (2) years or more is not entitled to return to their former position. Within fifteen (15) Business Days of receipt by registered mail of notice of disentanglement, an Employee must advise the Employer whether they are fit and intend to return to work. If there is no permanent vacancy within their Practice Area at that time, they shall be deemed to be laid off and entitled to severance pay under Article 40.11 of this Agreement.

27.7 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 27 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

27.8 Workers' Compensation

The pay of an Employee who is in receipt of compensation pursuant to the *Workers Compensation Act*, arising from the same incapacity for which sick leave or special leave is granted, shall be reduced by the amount of the Workers' Compensation.

27.9 Proof of Illness

An Employee may be required by the Deputy Head to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed. Where the Deputy Head has reason to believe an Employee is misusing sick leave privileges, the Deputy Head 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. If a certificate is not produced once requested, the time absent from work will be deducted from the Employee's pay.

27.10 Deemed Status during Sick Leave

Subject to the terms under which the leave was granted, an Employee who is on sick leave is deemed to be continuously employed during their leave.

27.11 Substance Use Disorder

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 a substance use disorder to undergo a coordinated program directed to the objective of their rehabilitation. Nothing herein takes away the parties' duty to accommodate.

27.12 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 thirty (30) Calendar Days.

27.13 Independent Medical Examination

- (a) For the purposes of this Article, the Employer may require that an Employee be examined by a licensed healthcare practitioner selected by the Employer.
- (b) In advance of the examination, if the Employee is dissatisfied with the practitioner selected by the Employer:
 - (1) the Employee will advise the Employer;
 - (2) the Employer will provide the Employee with the names of three (3) practitioners, where possible; and
 - (3) the Employee shall select a practitioner from the names provided.
- (c) Fees resulting from the Employer referral, in excess of those covered by Medical Services Insurance, shall be paid by the Employer.

ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

28.1 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 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 review.

28.2 Notice of Performance Improvement Requirements

The Deputy Head will notify an Employee in writing where, during the period between formal review processes, the Employer has observed that aspects of the Employee's performance require improvement. Notice of performance improvement requirements shall not be considered to be disciplinary action.

*28.3 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 that the Employee did not have notice of 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 three (3) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. For clarity, notice of disciplinary action shall include records associated with a written warning or a verbal warning.

28.4 Employee Access to Personnel File

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

ARTICLE 29 – DISCIPLINE

29.1 Just Cause

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

29.2 Notification

- (a) Where an Employee is disciplined, suspended without pay or discharged, the Employer shall provide the Employee written notice advising of the reason(s) for the discipline or discharge at the time of the discipline or discharge.
- (b) The Employer shall provide the Association with a copy of the written notice of any action under Article 29.2 within five (5) Business Days.

29.3 Discharge and Discipline Grievances

Where an Employee alleges that they have received a written warning letter, been suspended or discharged in violation of Article 29.1, 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 Arbitration under this Agreement. Any grievance, alleging violation of Article 29.1 shall commence at Step Two of the grievance procedure as detailed in Article 30.3.

ARTICLE 30 – GRIEVANCES

30.1 Grievance

- (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 Managing Lawyer no later than twenty-five (25) Business Days after the date on which they became aware of the action or circumstance. The Employee(s) may have an Association representative present if so desired.
- (b) The Managing Lawyer shall respond within two (2) Business Days of the discussion, 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 Managing Lawyer shall be notified accordingly.

30.2 Association Approval

Where the grievance relates to the interpretation or application of this Agreement or an arbitration award, the Employee is not entitled to present the grievance unless they have the approval in writing of the Association or are represented by the Association.

30.3 Grievance Procedure

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

STEP 1

If the Employee(s) or the Association is not satisfied with the decision of the Managing Lawyer, the Employee(s) may within ten (10) Business Days of having received the Managing Lawyer's answer, present the grievance in writing to the Employer's designate at Step 1 of the grievance procedure. The Employer's designate shall reply in writing within five (5) Business Days from the date on which the grievance was submitted at Step 1.

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

If the Employee or the Association is dissatisfied with the Step 1 response, within five (5) Business Days, the grievance may be submitted in writing to the Deputy Head. The Deputy Head shall reply to the grievance in writing within fifteen (15) Business Days from the date the grievance was submitted to the Deputy Head.

30.4 Decision by Deputy Head

The decision of the Deputy Head at Step Two shall be final and binding upon the Employee and the Association, unless the grievance is a class of grievance that may be referred to arbitration pursuant to Article 30.5.

30.5 Association Referral to Arbitration

Failing satisfactory settlement at Step 2, the Association may within ninety (90) Calendar Days of the Deputy Head decision, refer the grievance to arbitration under Article 31. Arbitration is available for grievances with respect to the interpretation or application of a provision of this Agreement or disciplinary action resulting in discharge or suspension. Written reprimands shall not be referred to arbitration.

30.6 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.

30.7 Amending 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.

30.8 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 arbitration. This clause shall not apply in cases of individual grievances.

30.9 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Employee and/or the Association at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Association and the Employer.

ARTICLE 31 – ARBITRATION

31.1 Referral to Arbitration

If the Association wishes to refer a matter to a single arbitrator under the grievance procedure pursuant to Articles 30.5, 30.8 or 30.9, it shall advise the Deputy Head and the Employer by written notice of its intent to proceed to arbitration. The notice shall contain the name of the arbitrator the Association proposes to hear the matter.

31.2 Selection of the Arbitrator

If the parties cannot agree on an arbitrator within twenty (20) Business Days of receipt of the notice referred to in Article 31.1, the parties shall resort to the rotational roster in Schedule C.

31.3 Jurisdiction of Arbitrator

- (a) The arbitrator will determine the dispute in accordance with the provisions of this Agreement.
- (b) Nothing in this Article is intended to affect the jurisdiction of the Nova Scotia Barristers' Society with respect to the conduct of government lawyers.

31.4 Decision Affecting Agreement

No arbitrator 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.

31.5 Final and Binding

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

31.6 Powers of the Arbitrator

The arbitrator shall hear and determine the difference or allegation and may establish a procedure which allows the parties the opportunity for cross-examination, rebuttal and summation. Specifically, the arbitrator may:

- (a) require either party to furnish particulars before or during a hearing;
- (b) require either party to produce documents that may be relevant to the matter, after providing the parties the opportunity to make representations;
- (c) fix dates for the hearing and order such adjournments as they consider necessary;
- (d) summon and enforce attendance of witnesses and compel them to give oral or written evidence on oath or affirmation;
- (e) administer oaths and affirmations;
- (f) receive and accept oral or written evidence as relevant and admissible, whether the evidence or information is admissible in a court of law or not;
- (g) extend the time limits of the grievance procedure if satisfied that there are reasonable grounds for the extension and the opposite party will not be prejudiced by the extension;
- (h) make such remedial order as determined to be just and reasonable in the circumstances, as a fair remedy of the breach of the Agreement, subject to Article 31.4 above. For clarity, the arbitrator has the power to alter any penalty imposed by the Employer.

31.7 Issuance of Decision

The arbitrator shall issue their decision within thirty (30) Business Days of the last day of hearing.

31.8 Expedited Arbitration

Following notice pursuant to Article 30.5, the parties may mutually agree to make use of the process set out in Schedule D to this Agreement.

31.9 Costs

The parties shall each pay one half of the fees of, and the expenses incurred by, the arbitrator.

ARTICLE 32 – NOTICE OF RESIGNATION

32.1 Notice of Resignation

If an Employee desires to terminate their employment, they shall forward a letter of resignation to the Deputy Head not less than ten (10) Calendar Days prior to the effective date of resignation, provided however that the Deputy Head may accept a shorter period of notice.

32.2 Failure to Give Notice

An Employee who fails to give notice required by Article 32.1 shall not be paid for the period of notice they failed to work.

32.3 Absence without Permission

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

*ARTICLE 33 – JOINT CONSULTATION

The parties acknowledge the mutual benefits to be derived from joint consultation and cooperation.

- (a) The Employer and the Association agree to establish a joint Committee composed of at least two (2) representatives of the Employee Group and an equal number of Employer representatives. Additional representatives may be added by mutual agreement and provided that equal representation is maintained. Within thirty (30) days of the signing of this Agreement each party will inform the other of the names of their representatives.
- (b) The Committee shall deal with matters of mutual concern and interest, other than matters which are the subject of bargaining. The parties may agree that some matters, and the minutes for those matters, remain confidential.
- (c) The Committee may develop viable solutions to identified issues and may recommend solutions to the Employer, but the Committee shall have no power to alter, amend, add to, or modify the terms of this Agreement or the Framework Agreement.
- (d) Committee meetings shall normally be held on the Employer's premises during regular working hours. Each party shall bear the travel costs of its own representatives. Where meetings are held during working hours, no Employee shall lose pay as a result of attending Committee meetings as a representative. Reasonable travel time will not result in loss of pay, where applicable.

- (e) The Employer and the Association will alternate the role of Chair for each meeting. The Chairperson will determine the location of the meeting. Scheduling of meetings will be by mutual agreement, except that meetings will be held at least every three (3) months.
- (f) An agenda will be finalized and circulated by the Chair at least five (5) Work Days prior to the meeting. Matters for discussion will be limited to the agenda unless, prior to the commencement of the meeting, the parties agree on additional matters to be discussed.
- (g) Meeting minutes will be prepared by the party not chairing the meeting. Minutes will be distributed to Committee representatives within ten (10) Work Days after the meeting. Minutes will be reviewed, amended as agreed, and adopted at the start of the next Committee meeting.

ARTICLE 34 – TRAVEL

*34.1 Kilometrage/Monthly Allowance

Effective January 20, 2023, the threshold for kilometrage under Article 34 will be raised from 16000 kms to 20000 kms for all employees for the life of the current agreement. For clarity, the threshold will revert back to 16000 kms at midnight on March 31, 2024.

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

0 – 20,000 kms

Over 20,000 kms

As of April 1, 2024:

0 – 16,000 kms

Over 16,000 kms

- (b) An employee who has been designated by the Employer as requiring a motor vehicle as 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 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:

34.2 Meal Allowances

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. |

34.3 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.

34.4 Other Expenses

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

34.5 Expense Claims

Employees shall submit expense claims no later than two (2) calendar months after the expense is incurred. In the event that the expense is incurred in March, the expense claim shall be submitted no later than ten (10) Calendar Days after the fiscal year end.

ARTICLE 35 – MOVING EXPENSES

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

ARTICLE 36 – PUBLIC SERVICE AWARD

The terms and conditions established by the *General Civil Service Regulations* under the *Civil Service Act*, as amended from time to time, in relation to the Public Service Award apply to Employees.

ARTICLE 37 – 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 38 – HEALTH AND SAFETY

38.1 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 the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent and reduce the risk of employment injury and employment-related chronic illness.

38.2 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*, as amended from time to time.

38.3 Discrimination, Harassment and Workplace Safety

- (a) 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.
- (b) 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.
- (c) Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an Employee by his or her supervisor or manager.
- (d) Where 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 Agreement.

38.4 Personal Security

When necessary, the Employer shall take reasonable action to ensure the personal security of Employees, as it relates to occupational health and safety. Action may include utilization of government resources to assess risk and consider security protocols, including action related to home security where appropriate.

ARTICLE 39 – EMPLOYMENT STABILITY

39.1 Notice of Association

The Employer will advise and consult with the Association pursuant to Article 33 on issues which are likely to affect the job security of Employees.

39.2 Layoff

- (a) An Employee(s) may be laid off because of redundancy due to shortage of work or funds, discontinuance of a function or 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, in which case they are deemed to be laid off.

39.3 Application

For the purposes of this Article "Employee" means a permanent Employee.

39.4 Layoff Procedure

In cases where ability, experience, qualifications, and special skills, 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 within their Practice Area.

39.5 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 (2) or more Employees have the same seniority date, the Employee with the greatest length of service in accordance with Article 1.2 shall be considered more senior. Where two (2) or more Employees have the same length of 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.

39.6 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 39.9(f);
- (d) the Employee is laid off for more than twenty-four (24) consecutive months without recall.

*39.7 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 accept layoff and be entitled to recall in accordance with Article 39.9;
 - (2) to resign with severance pay in accordance with Article 39.11.

An Employee will advise the Employer of their selected option 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.

39.8 Pay in Lieu of Notice

Where the notice required by Article 39.7 is not given, the Employee shall receive pay in lieu of 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.

*39.9 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 skill or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, Employees placed on the recall list shall be recalled by order of seniority to any vacant position.

- (c) The Employer shall give Employees notice of recall opportunities by telephone and email and registered mail to their last recorded home address. Employees are responsible for keeping the Employer informed of their telephone number and email address and current address.
- (d) The Employee will have a maximum of five (5) Business Days to notify the Employer if they wish to be recalled to the position offered.
- (e) Where an Employee accepts to be recalled to the position offered, they will be expected to return to work within two (2) weeks of their acceptance in (d) unless on reasonable grounds they are unable to do so and an alternate start date is agreed upon. Their start date will be confirmed in writing.
- (f) 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 a position in the Employee's same Team and the same geographic location at the time of layoff, in which event they will be struck from the recall list.

39.10 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.

39.11 Severance Pay

- (a) At the end of the twenty-four (24) month period referred to in 39.10, or at any earlier time as an Employee in receipt of notice 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 1.2.

39.12 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.

39.13 Geographic Location

For the purposes of this Article, "geographic location" means that area within a radius of thirty-two (32) kilometers or twenty (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.

***ARTICLE 40 – PAY**

***40.1 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, 2021	1.5%
April 1, 2022	1.5%
April 1, 2023	3.0%
March 31, 2024	.5%

***40.2 Career Development Classifications**

(a) There are four classifications for Employees:

- Lawyer I – 0-3 YRE
- Lawyer II – 4-5 YRE
- Lawyer III – 6 or more YRE
- Lawyer IV – restricted by appointment, as set out in Article 40.6

(b) Upon hire, salary ratings are determined by years of relevant experience (YRE) and such determination will be used to place a new employee on the salary step at the time of initial appointment and in relation to movement on the Pay Plan.

(c) The Employer shall transition all current Employee’s to the revised Pay Plan effective April 1, 2021. Initial placement on the Pay Plan shall be based on Employee’s YRE as calculated on the date of hire and any additional YRE since date of hire.

(d) Notwithstanding (c), where an Employee was initially hired before April 1, 2021 and had a YRE limited to 10 YRE for placement, such Employee shall receive full credit for all YRE as of the hire date as determined by the Employer at the date of hire and any additional YRE since the date of hire.

(e) If, on implementation of the Pay Play, an Employee’s current salary exceeds the salary on the Pay Plan associated with their YRE, the Employee’s current salary will be maintained until such time as the salary on the Pay Plan associated with their YRE exceeds their current salary.

- (f) An Employee's initial evaluation on the salary step and assignment of years of relevant experience is not subject to grievance under this Agreement.

40.3 Years of Relevant Experience

- (a) Years of relevant experience upon appointment or re-hire into the civil service shall be determined by the number of years that an Employee has been working as a practicing lawyer in a sole practice, law firm, professional organization or government in a province, territory or with the federal government in Canada.
- (b) For greater certainty, maintaining status as a practicing member of a provincially regulated law society is not enough evidence of the required criteria in clause (a).
- (c) If, upon appointment or re-hire an Employee submits that experience or qualifications (e.g., academic qualifications beyond an L.L.B./JD, articling or clerkship) following their admission to the bar, other than those described in clause (a) above, deserve credit as relevant experience, the Employer shall solely 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 the Employee's years of relevant experience.
- (d) Years of relevant experience will be determined in units of one (1) year. If the determination of total relevant experience results in a portion of less than one (1) year, it will not be included as a year of relevant experience unless the portion is greater than six (6) months.

*40.4 Anniversary Date

- (a) The anniversary date of an Employee is:
 - (1) the first day of the month of the Employee's appointment if the Employee's appointment occurs during the first five (5) Calendar Days of the month; or
 - (2) the first day of the following month if the Employee's appointment occurs later than the fifth Calendar Day of the month.
- (b) The anniversary date will only change to the first day of another month in the following circumstances:
 - (1) the Employee is appointed as a Lawyer IV, in which case their anniversary date will become:
 - (i) the first day of the month in which the Employee is appointed as a Lawyer IV if the Employee's new appointment is during the first five (5) Calendar Days of the month; or
 - (ii) the first day of the following month if the Employee's new appointment is later than the fifth Calendar Day of the month.

- (2) the Employee accepts a temporary assignment with reclassification for one (1) year or more to a position in a classification with a higher maximum pay rate than the Employee's current classification. In this situation, the Employee's anniversary date will become the first day of the month in which the temporary assignment with reclassification takes effect. On the Employee's return to their original position after the temporary assignment with reclassification, their anniversary date is re-established as the anniversary date that was in effect immediately before the temporary assignment with reclassification.
 - (3) the Employee returns from a leave without pay, in which case their anniversary date will be moved forward by the amount of time they were on the leave without pay. If the resulting anniversary date does not fall on the first day of a month, it changes the first day of the following month.
- (c) An Employee whose anniversary date changes in accordance with this Agreement is not eligible for their next salary step until after twelve (12) months of service from the date of the change.

*40.5 Annual Salary Step Adjustments on Anniversary Date

- (a) Lawyers are eligible for annual salary step adjustments on their anniversary date.
- (b) Leaves for pregnancy, parental or adoption, short term illness, and secondments are considered to be working for the purpose of eligibility for an annual salary step adjustment.
- (c) An annual salary step adjustment may be withheld from an Employee because of unsatisfactory work performance.
- (d) The Deputy Head must provide an Employee whose annual salary step adjustment is being withheld with written reasons for withholding no later than sixty (60) Calendar Days prior to the effective anniversary date.
- (e) Where an annual salary step adjustment is withheld, the salary step adjustment may be granted on demonstrated satisfactory work performance on the first day of any month prior to the next anniversary date.

*40.6 Lawyer IV

- (a) Entry into this classification is by application and selection pursuant to the selection process in Article 15.5.
- (b) The number of Employees in this classification may be up to eight (8) with representation from those among the following practice areas:
 - (1) Solicitor Services – three (3);

- (2) Litigation and Labour – two (2); and
- (3) Child Protection – two (2).
- (c) Lawyer IV positions shall only be filled on a permanent basis.
- (d) When a Lawyer IV position is posted, it shall include the practice areas in which the vacancy exists.
- (e) An Employee may only be appointed to a Lawyer IV position if they are, at the time of the posting, a member of the practice group area in which the vacancy is posted.
- (f) Upon appointment, an Employee will be moved to the Lawyer IV classification salary scale in accordance with their YRE.
- (g) Once placed in the Lawyer IV classification, the Employee is eligible for an annual salary step adjustment based on their YRE until they reach the top of the Lawyer IV salary scale.

40.7 Acting Pay

- (a) Where an Employee is designated to perform the principal duties of a Managing Lawyer position for three (3) or more consecutive Working Days, they shall receive payment of acting pay up to ten percent (10%) higher than their existing rate of pay, provided that the rate for that period shall not exceed the maximum rate of the higher paying position.
- (b) This Article does not preclude the right of the Employer to assign duties of any Employee among remaining Employees in the Practice Area where temporary absences occur.
- (c) An Employee who is appointed to a Managing Lawyer position on an acting basis shall remain in the Employee Group for the duration of the acting position.

ARTICLE 41 – INJURY ON DUTY

41.1 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.

41.2 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 publicly 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.

41.3 Record of Injury

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

41.4 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 Act*.

41.5 Independent Medical Examination

For the purposes of this Article, the Employer may require an independent medical examination, on the same terms as outlined in Article 27.13.

ARTICLE 42 – AMENDMENT

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

ARTICLE 43 – PROFESSIONAL OBLIGATIONS

43.1 Fees

- (a) The Employer agrees to pay the fees and other amounts required by the Nova Scotia Barristers' Society for government lawyers and Cape Breton Barristers' Society, if applicable, to receive and maintain a practicing certificate. It is the Employee's obligation to fulfill requirements to maintain their practicing status.
- (b) Practicing fees paid for by the Employer are for the purposes of legal work performed for the Employer. Other legal work, including pro bono work, may be approved by the Employer.
- (c) Employees shall advise the Employer if they are subject to:
 - (i) complaints or disciplinary proceedings by a professional regulating body;
 - (ii) criminal charges and/or convictions; or,
 - (iii) regulatory charges and/or convictions.

- (d) When an Employee is on an approved leave of absence for more than six (6) months in any calendar year, during which they are not engaged in the practice of law on behalf of the Employer, or when an Employee is absent due to illness or injury for more than six (6) months in any calendar year, the Employee shall change their status to non-practicing and request pro-rata reimbursement of fees directly to the Employer.
- (e) When an Employee resigns, the Employee shall notify the Barristers' Society and request pro-rata reimbursement of fees directly to the Employer.

*43.2 Other Work, Professional Development and Clothing

- (a) Where an Employee intends to accept financial remuneration for performing services for a professional association or regulatory body, and the services are to be carried out during regular hours of work, the Employee must apply for a leave of absence without pay or be approved for vacation.
- (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 provide Employees with continuing professional development required to maintain a practicing certificate with the Nova Scotia Barristers' Society and Cape Breton Barristers' Society, where applicable. This includes internal and external training as approved and paid by the Employer.
- (d) The Employer agrees to provide Barristers' clothing or King's Counsel clothing required to appear in court.

43.3 CBA Memberships

The Employer will pay for annual CBA memberships for up to 25% of the Employee Group (up to a maximum of 20 memberships).

In assessing a request for a paid membership in the CBA, the Employer may consider any of the following factors:

- (a) whether the Employee has been an active participant in the CBA in the past;
- (b) whether the CBA has professional development in an Employee's preferred areas of practice or areas in which they would like to develop an expertise that is relevant to the Employer;
- (c) the number of Employees that are members of the Section;
- (d) willingness of Employee based on past experience to bring the information back to the Division and present on substantive topics;

- (e) whether the proposed Employees achieve a balance of cross-section of lawyers who wish to participate (taking into account such factors as geographical location, seniority at the bar and individual lawyers' development plan);
- (f) support of junior lawyers in the Young Lawyers' Section of the CBA; and
- (g) whether lawyer is on the Executive of the CBA or a Chair of a Section.

The Employer will notify the Association and Employees of its decision on CBA memberships no later than June 30 of a calendar year.

At anytime during the year, an Employee may make a request for consideration of a CBA membership and, provided the maximum membership numbers in this Article have not been reached, the Employer shall consider the request.

ARTICLE 44 – PART-TIME EMPLOYEES

44.1 Part-Time Employees

- (a) Part-time Employees employed on a regular basis who work not less than 40% of the full-time hours will be covered by this Agreement and entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the parties. Specifically, general illness leave under Article 27.1 and short-term illness leave under Article 27.2 shall be pro-rated on the basis of hours worked.
- (b) For the purposes of earning entitlement to a benefit (i.e. vacation leave, movement through salary steps, length of probation, public service award, pregnancy leave, etc.) calendar time of employment will be applicable.
- (c) Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

44.2 Service

For the purpose of accumulating service for part-time employment, part-time employees will not be subject to the negating provisions of Article 1.2(b)(1). Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro-rata basis in accordance with time worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

*44.3 Benefit Plans

- (a) A part-time Employee's entitlement to benefits under the Group Life Insurance Plan is pro-rated on the basis of hours worked.
- (b) Part-time Employees will be covered by the Consolidated Health and Dental Plan applicable to full-time Employees. The Employer will pay 65% of the total premium cost for such health

care coverage. The part-time Employee's entitlement is determined by the applicable Plan text.

- (c) Part-time Employees will be covered by the provisions of the Nova Scotia Public Service Long Term Disability Plan, as amended from time to time.
- (d) A part-time Employee's pensionable service and earnings are determined in accordance with the *Public Service Superannuation Act* and Regulations.

ARTICLE 45 – JOB SHARING

Job sharing arrangements shall be as provided for in the *General Civil Service Regulations* made pursuant to the *Civil Service Act*, as amended from time to time.

ARTICLE 46 – 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 arbitration in accordance with Article 31 for final and binding resolution. If independent counsel is ordered the Employer shall pay reasonable fees and disbursements as determined by the Employer based on the prevailing rates charged by counsel in a particular area of the province.

ARTICLE 47 – TERM OF AGREEMENT

*47.1 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, 2021 to March 31, 2024 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 three (3) months prior to the expiration of this Agreement or any renewal thereof.

*47.2 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after January 20, 2023.

47.3 Notice of Intention to Amend

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) Calendar 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.

47.4 Retroactive Pay for Terminated Employees

Employees who have left their employment in the Employee Group between April 1, 2021 and January 20, 2023 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.

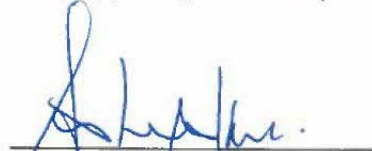
Signed on this 2 day of March 2023 at Halifax (K'jipuktuk), Nova Scotia (Mi'ma'kii) on traditional Mi'kmaq territory.



Mark Rieksts
President, NSGLA



Sean Foreman, KC
Secretary-Treasurer, NSGLA



Colton LeBlanc
Minister
Nova Scotia Public Service Commission



Andrea Anderson
Commissioner
Nova Scotia Public Service Commission

NSGLA Negotiating Committee

Mark Rieksts
Sean Foreman
Patricia McFadgen
Myles Thompson
David Wallbridge

Employer Negotiating Committee

Siobhan Ryan
Meredith Wain
Bernadette Estabrooks
Michelle Higgins
Kevin Kindred

*SCHEDULE A

Legal Services Pay Plan

Bi-weekly and Approximate Annual Rates

Approximate Annual Salary = Bi-weekly Salary * 26 Pay Periods

Effective April 2, 2021

Title	YRE	Step	Bi-weekly	Annual
Lawyer I	0	1	\$3,138.69	\$81,605.94
Lawyer I	1	2	\$3,317.60	\$86,257.48
Lawyer I	2	3	\$3,506.70	\$91,174.15
Lawyer I	3	4	\$3,706.58	\$96,371.08
Lawyer II	4	5	\$3,917.86	\$101,864.23
Lawyer II	5	6	\$4,141.17	\$107,670.49
Lawyer III	6	7	\$4,377.22	\$113,807.71
Lawyer III	7	8	\$4,515.47	\$117,402.22
Lawyer III	8	9	\$4,658.09	\$121,110.25
Lawyer III	9	10	\$4,805.21	\$124,935.39
Lawyer III	10	11	\$4,956.98	\$128,881.35
Lawyer III	11	12	\$5,113.54	\$132,951.94
Lawyer III	12	13	\$5,275.04	\$137,151.10
Lawyer III	13	14	\$5,441.65	\$141,482.88
Lawyer III	14	15	\$5,613.52	\$145,951.47
Lawyer III	15	16	\$5,790.82	\$150,561.20
Lawyer IV	10	1	\$5,104.05	\$132,705.30
Lawyer IV	11	2	\$5,251.38	\$136,535.88
Lawyer IV	12	3	\$5,402.96	\$140,476.96
Lawyer IV	13	4	\$5,558.92	\$144,531.92
Lawyer IV	14	5	\$5,719.38	\$148,703.88
Lawyer IV	15	6	\$5,884.47	\$152,996.22
Lawyer IV	16	7	\$6,054.33	\$157,412.58
Lawyer IV	17	8	\$6,229.31	\$161,962.06

Legal Services Pay Plan
 Bi-weekly and Approximate Annual Rates
 Approximate Annual Salary = Bi-weekly Salary * 26 Pay Periods
Effective April 1, 2022

Title	YRE	Step	Bi-weekly	Annual
Lawyer I	0	1	\$3,185.77	\$82,830.03
Lawyer I	1	2	\$3,367.36	\$87,551.34
Lawyer I	2	3	\$3,559.30	\$92,541.77
Lawyer I	3	4	\$3,762.18	\$97,816.65
Lawyer II	4	5	\$3,976.62	\$103,392.20
Lawyer II	5	6	\$4,203.29	\$109,285.55
Lawyer III	6	7	\$4,442.88	\$115,514.83
Lawyer III	7	8	\$4,583.20	\$119,163.25
Lawyer III	8	9	\$4,727.96	\$122,926.90
Lawyer III	9	10	\$4,877.29	\$126,809.42
Lawyer III	10	11	\$5,031.33	\$130,814.57
Lawyer III	11	12	\$5,190.24	\$134,946.22
Lawyer III	12	13	\$5,354.17	\$139,208.36
Lawyer III	13	14	\$5,523.27	\$143,605.12
Lawyer III	14	15	\$5,697.72	\$148,140.74
Lawyer III	15	16	\$5,877.68	\$152,819.62
Lawyer IV	10	1	\$5,180.61	\$134,695.88
Lawyer IV	11	2	\$5,330.15	\$138,583.92
Lawyer IV	12	3	\$5,484.00	\$142,584.11
Lawyer IV	13	4	\$5,642.30	\$146,699.90
Lawyer IV	14	5	\$5,805.17	\$150,934.44
Lawyer IV	15	6	\$5,972.74	\$155,291.16
Lawyer IV	16	7	\$6,145.14	\$159,773.77
Lawyer IV	17	8	\$6,322.75	\$164,391.49

Legal Services Pay Plan
Bi-weekly and Approximate Annual Rates
Approximate Annual Salary = Bi-weekly Salary * 26 Pay Periods
Effective April 2, 2023

Title	YRE	Step	Bi-weekly	Annual
Lawyer I	0	1	\$3,281.34	\$85,314.93
Lawyer I	1	2	\$3,468.38	\$90,177.88
Lawyer I	2	3	\$3,666.08	\$95,318.02
Lawyer I	3	4	\$3,875.04	\$100,751.15
Lawyer II	4	5	\$4,095.92	\$106,493.96
Lawyer II	5	6	\$4,329.39	\$112,564.12
Lawyer III	6	7	\$4,576.16	\$118,980.27
Lawyer III	7	8	\$4,720.70	\$122,738.15
Lawyer III	8	9	\$4,869.80	\$126,614.71
Lawyer III	9	10	\$5,023.60	\$130,613.71
Lawyer III	10	11	\$5,182.27	\$134,739.01
Lawyer III	11	12	\$5,345.95	\$138,994.61
Lawyer III	12	13	\$5,514.79	\$143,384.61
Lawyer III	13	14	\$5,688.97	\$147,913.27
Lawyer III	14	15	\$5,868.65	\$152,584.97
Lawyer III	15	16	\$6,054.01	\$157,404.21
Lawyer IV	10	1	\$5,336.03	\$138,736.76
Lawyer IV	11	2	\$5,490.06	\$142,741.44
Lawyer IV	12	3	\$5,648.52	\$146,861.64
Lawyer IV	13	4	\$5,811.57	\$151,100.90
Lawyer IV	14	5	\$5,979.33	\$155,462.47
Lawyer IV	15	6	\$6,151.92	\$159,949.90
Lawyer IV	16	7	\$6,329.50	\$164,566.98
Lawyer IV	17	8	\$6,512.43	\$169,323.24

Legal Services Pay Plan
 Bi-weekly and Approximate Annual Rates
 Approximate Annual Salary = Bi-weekly Salary * 26 Pay Periods
Effective March 31, 2024

Title	YRE	Step	Bi-weekly	Annual
Lawyer I	0	1	\$3,297.75	\$85,741.50
Lawyer I	1	2	\$3,485.72	\$90,628.77
Lawyer I	2	3	\$3,684.41	\$95,794.61
Lawyer I	3	4	\$3,894.42	\$101,254.90
Lawyer II	4	5	\$4,116.40	\$107,026.43
Lawyer II	5	6	\$4,351.04	\$113,126.94
Lawyer III	6	7	\$4,599.05	\$119,575.17
Lawyer III	7	8	\$4,744.30	\$123,351.84
Lawyer III	8	9	\$4,894.15	\$127,247.78
Lawyer III	9	10	\$5,048.72	\$131,266.78
Lawyer III	10	11	\$5,208.18	\$135,412.71
Lawyer III	11	12	\$5,372.68	\$139,689.58
Lawyer III	12	13	\$5,542.37	\$144,101.54
Lawyer III	13	14	\$5,717.42	\$148,652.84
Lawyer III	14	15	\$5,898.00	\$153,347.89
Lawyer III	15	16	\$6,084.28	\$158,191.23
Lawyer IV	10	1	\$5,362.71	\$139,430.44
Lawyer IV	11	2	\$5,517.51	\$143,455.14
Lawyer IV	12	3	\$5,676.77	\$147,595.95
Lawyer IV	13	4	\$5,840.63	\$151,856.40
Lawyer IV	14	5	\$6,009.22	\$156,239.78
Lawyer IV	15	6	\$6,182.68	\$160,749.65
Lawyer IV	16	7	\$6,361.15	\$165,389.82
Lawyer IV	17	8	\$6,544.99	\$170,169.85

*SCHEDULE B

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 the Employment Agreement.
- 1.2 “day” means calendar day;
- 1.3 “Deputy Head” has the same meaning as this expression has under the *Civil Service Act*;
- 1.4 “Dependent” means
 - 1.4.1 the spouse of the employee
 - 1.4.2 an Employee’s child who has not passed their 19th birthday, or in respect of whom the employee is entitled to an exemption under the *Income Tax Act*;
 - 1.4.3 any other relative of an employee who is a member of the employee’s household 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 effect 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 of 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 of 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 Deputy Head 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 (30) 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 Deputy Head of the employing department as being:
 - 2.8.1 in accordance with this memorandum
 - 2.8.2 just and reasonable.

EMPLOYEES MOVING EXPENSES

3.1 Consequences of Employer and Employee initiated transfers:

- 3.1.1 the transfer of an Employee which is initiated by the Employer, (excluding employment competitions) is subject to the terms and conditions set out in this Memorandum;
- 3.1.2 Where an Employee is required to change 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 Deputy Head.

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 and 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 (30) days, including insurance there on while in transit and/or in storage. Storage charges on household effects in excess of thirty (30) days shall not be considered as removal expenses, unless the Deputy Head of the employing department certifies that the excess period of storage is necessitated by circumstances outside, or beyond the control of the Employee.
- 3.2.5 up to \$2,000.00 to cover documented allowable miscellaneous expenses such as, disconnecting telephones, cable TV, computer equipment, stoves and others 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 Deputy Head.
- 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 rate 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 Deputy Head is satisfied that the expenses relate to the Employee's transfer;

3.2.7 the actual expenses of fulfilling the Employee's legal liability under a lease for accommodation at the place from which 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 and 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, licenses carrier. Wherever possible bids should be obtained from at least three recognized carriers, with the lowest bidder being engaged. The Deputy Head should so certify in cases where it is not possible to obtain three competitive bids.

3.5 The Employee and their dependants may travel by automobile and charge the allowable mileage rate 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 Deputy Head, an Employee suffers financial hardship by reason of transfer, additional assistance may be approved in compensation for such hardship by Treasury and Policy Board upon recommendation by 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 his former residence.

Such interest charges may be claimed for a period not to exceed three (3) months or five thousand (\$5,000) dollars, 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 C

ROSTER OF ARBITRATORS

1. The parties agree to the following rotational roster of arbitrators for the purposes of the Framework and Employment Agreements:
 - (i) Gus Richardson
 - (ii) Eric Slone
 - (iii) Lorraine Lafferty
 - (iv) Susan Ashley
 - (v) Frank DeMont
2. In the case of a termination grievance, policy grievances and disputes pursuant to the Framework Agreement, either party has the right to veto the next name on the roster list.
3. The parties may agree at any time to remove an arbitrator's name from the roster or to add an arbitrator's name to the roster.

SCHEDULE D

EXPEDITED ARBITRATION – RULES OF PROCEDURE

1. A single arbitrator shall be appointed from the roster in Schedule C to decide the grievance.
2. The arbitrator will be paid in accordance with a schedule agreed to by the parties.
3. On a rotating basis, an arbitrator'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 arbitrator's appointment, the parties will make arrangements to have the arbitrator appointed. Where, however, the parties are unable to schedule dates which are agreeable to all, the availability of the next arbitrator in the rotation shall be reviewed, and so on, until an arbitrator is appointed.
4. 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.
5. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 4 the issue in dispute may be referred for immediate and binding resolution to the arbitrator. This may be done by conference call between the arbitrator and the parties.
6. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the Employment Agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
7. The arbitration 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 arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator 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 arbitrator 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 his or her determination as to its relevance to the outcome.
8. The decision of the arbitrator on the merits of the grievance shall be rendered within fourteen (14) Calendar Days of the hearing. The arbitrator may provide brief written reasons for the decision.
 9. The decision of the arbitrator 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 E

ESSENTIAL SERVICES FRAMEWORK

1. **No Strike or Lockout**

The parties recognize the need to balance the Association right to strike with maintaining an appropriate level of service in relation to those legal services essential for the health, safety or security of the public, the rule of law, and the proper administration of justice. As a result, the Association shall not strike, and the Employer shall not lockout, unless the parties have an Essential Services Agreement in place.

2. **Essential Services Agreement**

The Parties shall make all reasonable efforts to conclude an Essential Services Agreement. An Essential Services Agreement must:

- (a) Identify the legal service functions that constitute an essential service;
- (b) Identify the number of Employees that are required at any one time to perform essential services during a lockout or strike;
- (c) provide for a method by which Employees competent to perform the essential services will be assigned to perform those services during a lockout or strike;
- (d) allow the Employer to respond to an unanticipated increase or change in the need for essential legal services during a lockout or strike, by setting out a procedure for identifying additional work functions or an increased number of Employees needed, as well as assigning additional Employees to perform the identified work functions; and
- (e) where the Employer uses the procedure in clause (d), require the Employer to immediately serve notice on the Association setting out the additional work functions or number of Employees required to perform the work functions as a result of the unanticipated increase or change.

3. **Failure of negotiations with regard to an Essential Services Agreement**

- (a) Where the Employer and the Association have negotiated in good faith with a view to concluding an Essential Services Agreement but have failed to reach agreement, either party may apply for conciliation as per Article 10 of the Framework Agreement.
- (b) When either the conciliator has declared an impasse by filing a report with the Minister of Labour and Advanced Education, or the parties have agreed to bypass conciliation and proceed directly to arbitration, the Employer or the Association, or both, shall refer the dispute to arbitration in accordance with paragraph 4 below.

4. Appointment of Arbitrator

- (a) If the parties cannot agree on an arbitrator within twenty (20) days of the dispute being referred to arbitration pursuant to paragraph 3(b), the parties shall resort to the rotational roster maintained pursuant to Schedule C.
- (b) The decision of the single arbitrator shall be final and binding on the parties.

5. Arbitration Procedure

- (a) The arbitrator shall determine the arbitration procedure but shall give full opportunity to the Association and the Employer to present evidence and make submissions.
- (b) As soon as possible after making an inquiry into the matters in dispute referred to it, the arbitrator shall make an award and in its award deal with each matter in dispute, but not any matter previously agreed to by the parties, with respect to the Essential Services Agreement.

6. Jurisdiction and Remuneration of the Arbitrator

- (a) The arbitrator has the jurisdiction to determine and render a decision only in respect of the concluding of an Essential Services Agreement between the Association and the Employer.
- (b) In the conduct of proceedings before it and in rendering a decision, the arbitrator may consider any factor that appears to be relevant.
- (c) The arbitrator may, upon application by either party to an arbitral award, within ten (10) days after the release of the arbitral award, give the parties an opportunity to make representations and amend the arbitral award where it is shown to the satisfaction of the arbitrator that it has failed to deal with any matter in dispute referred to the arbitrator or that an error is apparent on the face of the award.
- (d) Notwithstanding that an arbitrator has rendered an arbitral award, such arbitral award shall be of no force and effect if the Employer and the Association enter into an Essential Services Agreement concerning the subject matter of the arbitral award within seven (7) days from the time the arbitral award was rendered.
- (e) The parties shall share equally the remuneration and expenses of the arbitrator and any other costs of the arbitration.

7. Disputes

Any disputes relating to the interpretation of the Essential Services Agreement shall be resolved via the application of paragraphs 4-6 above.

8. If by the expiry of this Employment Agreement there is no Essential Services Agreement concluded, the parties agree that this Schedule is only applicable to the Child Protection Practice Area and Adult Protection work.

