

AGREEMENT

between

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE of NOVA SCOTIA

represented by the

MINISTER OF JUSTICE

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

November 1, 2003 - October 31, 2006

TABLE OF CONTENTS

ARTICLE 1	APPLICATION	1
ARTICLE 2	PURPOSE OF AGREEMENT	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	RECOGNITION	2
*ARTICLE 5	INTERPRETATIONS AND DEFINITIONS	3
ARTICLE 6	HOURS OF WORK	4
	Posting of Shift Schedules	4
	No Guarantee of Hours	4
	No Split Shifts	4
ARTICLE 7	OVERTIME	4
*ARTICLE 8	CALL BACK	5
*ARTICLE 9	COURT TIME	5
*ARTICLE 10	PART-TIME EMPLOYEES	6
ARTICLE 11	REGULAR PART-TIME EMPLOYEES	7
ARTICLE 12	CASUAL EMPLOYEES	7
ARTICLE 13	NO DISCRIMINATION	7
ARTICLE 14	UNION SECURITY	7
ARTICLE 15	UNION REPRESENTATION AND UNION LEAVE	8
*ARTICLE 16	MANAGEMENT - EMPLOYEE RELATIONS COMMITTEES CORRECTIONAL FACILITIES	9
*ARTICLE 17	MANAGEMENT - EMPLOYEE RELATIONS COMMITTEE EXECUTIVE LEVEL	9
ARTICLE 18	MEDICAL, DENTAL & INSURANCE COVERAGE	10
ARTICLE 19	COMPENSATION FOR INJURY ON DUTY	11
	Injury Pay Provisions	11
	Record of Injury	11
	Recurring Disability	11
	Alternate Medical Practitioner	11

***Denotes change from previous contract**

ARTICLE 20	CHECK-OFF	11
ARTICLE 21	SICK LEAVE	12
	General Illness Leave Benefit	12
	Short-Term Illness Leave Benefit	12
	Recurring Disabilities	13
	Benefits Not Paid During Certain Periods	13
	Benefits/Layoff	14
	Long-Term Disability	14
	Deemed Salary	14
	Proof of Illness	14
	Sick Leave Application	15
	Workers' Compensation	15
	Unearned Credits Upon Death	15
	Sick Leave Records	15
	Deputy Head Approval	15
	Alcoholism and Drug Abuse	15
	Alternate Medical Practitioner	15
ARTICLE 22	PERFORMANCE REVIEW AND PERSONNEL FILE	16
*ARTICLE 23	PUBLIC SERVICE AWARD	16
ARTICLE 24	SURVIVORS BENEFIT	17
*ARTICLE 25	NOTICE OF RESIGNATION	18
	Notice of Resignation	18
	Failure to Give Notice	18
	Absent Without Permission	18
ARTICLE 26	SENIORITY	18
ARTICLE 27	TRAVEL REGULATIONS	19
ARTICLE 28	PENSION	19
*ARTICLE 29	SALARIES	19
ARTICLE 30	OCCUPATIONAL HEALTH & SAFETY	20
ARTICLE 31	DISCIPLINE AND DISCHARGE	20
	Just Cause	20
	Notification	20
	Grievances	20
	Reinstatement	20

***Denotes change from previous contract**

*ARTICLE 32	GRIEVANCE PROCEDURES	21
	Grievances	21
	Informal Step	21
	Union Approval	21
	Grievance Procedure	22
	Decision by Deputy Head	22
	Adjudication	22
	Union Representation	23
	Time Limits	23
	Amending of Time Limits	23
	Policy Grievance	23
ARTICLE 33	TRANSFERS	23
ARTICLE 34	HOLIDAYS	24
	The Holidays for Employees	24
	Exception	24
	Holiday Falling on a Day of Rest	24
	Holiday Coinciding with Paid Leave	24
	Compensation for Work on a Holiday	24
	Overtime on a Holiday	25
	Time Off in Lieu of Holiday	25
	Definition of Holiday	25
ARTICLE 35	VACATIONS	26
	Annual Vacation Entitlement	26
	Vacation Year	26
	Authorization	26
	Vacation Scheduling	26
	Employee Request	26
	Unbroken Vacation	27
	Vacation Carry Over	27
	Accumulative Vacation Carry Over	27
	Use of Accumulated Vacation Carry Over	27
	Borrowing of Unearned Vacation Credits	27
	Employee Compensation Upon Separation	27
	Employer Compensation Upon Separation	28
	Vacation Credits upon Death	28
	Vacation Records	28
	Recall from Vacation	28
	Reinstatement of Vacation upon Recall	28
	Call Back During Vacation	28

***Denotes change from previous contract**

*ARTICLE 36	LEGAL AID AND PROTECTION	28
ARTICLE 37	TRAINING	29
ARTICLE 38	PROBATIONARY PERIOD	30
ARTICLE 39	LEAVE OF ABSENCE	30
*ARTICLE 40	PREGNANCY LEAVE	30
*ARTICLE 41	BEREAVEMENT LEAVE	36
*ARTICLE 42	RE-ASSIGNMENT & JOB POSTING	37
	Re-Assignment	37
	Job Posting	37
	Filling Vacancies	37
ARTICLE 43	LAYOFF & RECALL	38
	Layoff	38
	Union Consultation	38
	Layoff Procedure	38
	Seniority Defined	38
	Loss of Seniority	38
	Notice of Layoff	39
	Pay In Lieu of Notice	39
	Placement/Displacement Procedure	39
	Transfer Expenses	41
	Recall Procedure	41
	Termination of Recall Rights	42
	Severance Pay	42
	No New Employees	42
	Work of Bargaining Unit	43
ARTICLE 44	ACTING CLASSIFICATIONS	43
ARTICLE 45	CLASSIFICATIONS	43
ARTICLE 46	MEDICAL EXAMINATION	43
ARTICLE 47	VEHICLE COLLISION	43
ARTICLE 48	RESOLUTIONS AND REPORTS OF EMPLOYER	44
ARTICLE 49	FUTURE LEGISLATION	44
ARTICLE 50	BENEFIT AND BINDING	44

***Denotes change from previous contract**

ARTICLE 51	RE-OPENER CLAUSE	44
*ARTICLE 52	EFFECTIVE DATE OF IMPLEMENTATION	44
*ARTICLE 53	DURATION AND TERMINATION	44
*APPENDIX “A”		46
*APPENDIX “A-1”		47
MEMORANDUM OF AGREEMENT - #1		51
MEMORANDUM OF AGREEMENT - #2		52
LETTER OF UNDERSTANDING - #1		57
LETTER OF UNDERSTANDING - #2		58
*LETTER OF UNDERSTANDING - #3		59
LETTER OF UNDERSTANDING - #4		60
*LETTER OF UNDERSTANDING - #5		61
LETTER OF UNDERSTANDING - #6		62
LETTER OF UNDERSTANDING - #7		63
*LETTER OF UNDERSTANDING - #8		65
*LETTER OF UNDERSTANDING - #9		66
*LETTER OF UNDERSTANDING - #10		67

***Denotes change from previous contract**

ARTICLE 1 - APPLICATION

This agreement shall apply to all adult correctional facilities.

ARTICLE 2 - PURPOSE OF AGREEMENT

- (1) Whereas the parties are desirous of entering into a collective agreement with the following broad objectives in mind:
 - (a) to maintain and improve the harmonious relations and conditions of employment between the Employer and Union;
 - (b) to provide for the safe custody and security and the rehabilitation of offenders and for integration of offenders in the community while at the same time providing adequate safeguards for the community;
 - (c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, safety and other matters;
 - (d) to encourage efficiency in the operation of correction facilities in the Province of Nova Scotia; and
 - (e) to promote the morale, well-being, security, and safety of all the employees in the bargaining unit.
- (2) And whereas it is now desirable that all matters pertaining to the working conditions of the employees in the bargaining unit be drawn up in an Agreement, now, therefore, the Employer and the Union agree as follows:

ARTICLE 3 - MANAGEMENT RIGHTS

Unless it is otherwise provided in this collective agreement, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, reclassify, transfer, promote, demote, lay off, transfer and assign employees, determine the location of work and suspend or otherwise discipline an employee, provided that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause may be the subject of a grievance and dealt with as provided in this agreement.

- (c) without restricting the generality of the foregoing, immediately discipline an employee who is found guilty of any of the following offences:
 - (i) consuming intoxicating liquor during working hours, reporting for work or being at work in an intoxicated condition;
 - (ii) falsely and fraudulently claiming or reporting illness;
 - (iii) stealing, giving away or appropriating to that person's own use or that of another person, any money, supplies, materials or other property of value belonging to the Employer--whether property is of value or not is to be determined by the Superintendent of the facility;
 - (iv) refusing to obey a legitimate order from management or, without undue provocation, is insubordinate to representatives of management;
 - (v) making the affairs of the facility or any occurrence therein or any matter relating to an inmate or the conduct of any employee the subject of conversation or gossip, or imparting to any person any information as to such matters except when required to do so in the discharge of that person's duty by the Employer or the Superintendent of the facility;
 - (vi) bringing any intoxicating liquor or drug onto the facility premises or allowing the same to be brought in, except where the same is prescribed by a licensed medical practitioner for the use of the employee;
- (d) manage and operate its facilities in all respects and without restricting the generality of the foregoing, to select, control and direct the use of all materials required in the operation of the facility, to require suitable dress, to schedule the work and services to be provided and performed, to make, alter and enforce rules, regulations and standing orders governing the conduct of employees and the use of materials, equipment and services as may be deemed necessary in the interests of the safety and well-being of inmates of the facility and of the public.

ARTICLE 4 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent, pursuant to provisions of the *Corrections Act*, of bargaining unit employees in Adult Corrections.

***ARTICLE 5 - INTERPRETATIONS AND DEFINITIONS**

(1) Definitions

- (a) “Act” means Corrections Act.
- (b) “Employee” means a person who is employed on a full-time, regular part-time or part-time basis.
- (c) “Employer” means Her Majesty the Queen in Right of the Province of Nova Scotia through the agency of the Minister of Justice.
- (d) “Bargaining unit” means a group of employees working at adult correctional facilities within the Province of Nova Scotia with respect to whom the Union is the recognized bargaining agent.
- (e) “Board” means Correctional Facilities Employee Relations Board.
- (f) “Permanent employee” means an employee who has completed his probationary period.
- (g) “Probationary employee” means an employee who has not completed his probationary period.
- (h) “Full-time employee” means an employee who works on a full-time basis.
- (i) “Part-time employee” means an employee who has no guaranteed hours of work.
- (j) “Regular part-time employee” means an employee who is guaranteed regularly scheduled shifts averaging less than forty (40) hours per week.
- (k) “Casual employee” means a person employed on a casual basis for less than twelve (12) continuous months, as defined in Section 6 of Schedule 'A' of the *Corrections Act*.
- (l) “Member” means a member of the Correctional Officers Union of Nova Scotia, Local 480, of the Nova Scotia Government & General Employees Union.
- (m) “Union” means the Nova Scotia Government & General Employees Union.
- (n) “Geographic location” means that area within a radius of thirty-two (32) kilometers (20 miles) of the actual building or other regular place of employment of the employee; except that, within the Halifax-Dartmouth Metro area, “geographic location” is that area within a radius of sixteen (16) kilometers (10 miles) of the actual building or other place of employment of the employee.
- * (o) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.

***(2) Gender**

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

ARTICLE 6 - HOURS OF WORK

(1) The normal work week for employees shall be forty (40) hours per week, or two thousand eighty (2080) hours per annum, which may be averaged over up to a 52-week period.

(2) Posting of Shift Schedules

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

(3) No Guarantee of Hours

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

(b) An employee who is authorized to work and who does work hours in excess of their scheduled shift or shift schedule shall be eligible for overtime.

(4) No Split Shifts

The Employer agrees there will be no split shifts.

ARTICLE 7 - OVERTIME

(1) The Employer shall pay an overtime rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of the scheduled shift or shift schedule.

(2) A period of fifteen (15) minutes and not more than thirty (30) minutes shall be counted as one-half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour, but periods of less than fifteen (15) minutes shall not be counted as overtime.

(3) For the purpose of computing the hourly rate of pay, two thousand eighty (2,080) hours shall be divided into the employee's annual salary.

- (4) (a) All employees have the option of taking equivalent time off in lieu of payment for overtime hours worked, but it is expressly agreed that equivalent time off means one and one half (1 ½) hours off for each hour of overtime.

(b) The days which may be taken off in lieu of overtime shall be agreeable between the employee and the Employer.
- (5) Employees shall not be entitled to overtime pay unless their overtime work is authorized by the Employer.
- (6) Subject to operational requirements, the Employer shall make every reasonable effort:
 - (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
 - (b) to give employees who are required to work overtime, notice of this requirement when this requirement becomes evident to the Employer.
- (7) Notwithstanding (1) and (4) above, overtime compensation in relation to training and committee participation and the 104 hours described in Letter of Understanding #7, shall be at a straight-time rate.

***ARTICLE 8 - CALL BACK**

- (1) All employees called out to duty during off duty hours, shall be paid a minimum of four (4) hours at time and one-half (1 ½) for each such call out.
- (2) A call out occurs after an employee has reported off duty and before he/she is next scheduled to report for duty.
- (3) The option of taking time off in lieu of payment for call out shall apply to call out in the same manner as overtime.

***ARTICLE 9 - COURT TIME**

- (1) Any employee required to make an off-duty attendance at court as a result of his/her duties at the facility, shall receive not less than four (4) hours pay at the rate of time and one-half (1 ½) the regular hourly rate of pay for each such attendance.
- (2) If attendance is required for longer than four (4) hours, the employee shall be paid for his/her full time at the rate of time and one-half (1 ½) the regular hourly rate of pay.
- (3) The option of taking time off in lieu of payment shall apply to court time in the same

manner as overtime.

- (4) All employees summoned or subpoenaed to court to give evidence either for or against an inmate at the facility, shall be paid court time so long as the matter with respect to which evidence is to be given relates to or arose out of the employee's duties at the facility.

***ARTICLE 10 - PART-TIME EMPLOYEES**

- (1) All provisions of this Collective Agreement apply to part-time employees with the exception of the following:

Article 6 - Hours of Work

Article 7 - Overtime

*Article 8 - Call Back

*Article 9 - Court Time

Article 18 - Medical, Dental & Insurance Coverage

Article 19 - Compensation for Injury on Duty

Article 21 - Sick Leave

*Article 23 - Public Service Award

Article 26 - Seniority

Article 34 - Holidays

Article 35 - Vacations

Article 38 - Probationary Period

*Article 40 - Pregnancy Leave

*Article 41 - Bereavement Leave

Article 43 - Layoff & Recall

- (2) Notwithstanding Article 10(1), part-time employees shall be governed by the following provisions:

(a) statutory holidays and vacation leave shall be pro-rated.

(b) The Employer shall pay an overtime rate of time and one half (1 ½) for all hours worked in excess of forty-eight (48) hours per week.

(c) Part-time employee hours shall be allocated on an equitable basis.

(d) Part-time employees shall be paid at their regular rate of pay for time required in court pursuant to their duties.

* (e) Probationary period of part-time employees shall be a minimum of two thousand and eighty (2080) hours or twelve calendar months, whichever is greater.

(f) Part-time employees shall be covered by the provisions of the *Workers' Compensation Act*.

- (g) Retired employees shall have an opportunity of applying for part-time work.
- (h) Part-time employees shall be given as much notice as is reasonably possible of the requirement to work.

ARTICLE 11 - REGULAR PART-TIME EMPLOYEES

- (1) All provisions of this Collective Agreement apply to regular part-time employees with the exception of Article 7 - Overtime.
- (2) Notwithstanding Article 11(1), the Employer shall pay an overtime rate of time and one half (1 ½) for all hours worked in excess of forty-eight (48) hours per week.

ARTICLE 12 - CASUAL EMPLOYEES

The Employer agrees that there shall be no casual employees unless expressly agreed in writing by the Union.

ARTICLE 13 - NO DISCRIMINATION

The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by it with respect to any employees and without restricting the generality of the foregoing, the Employer shall not discriminate by reason of race, colour, religious or political affiliation, sex, age, marital status, physical handicap, ethnic or national origin, or by reason of membership or non-membership in the Union or activities on behalf of the Union, except where provincial legislation expressly overrides this collective agreement.

ARTICLE 14 - UNION SECURITY

- (1) It shall be a condition of employment with the Employer that all employees shall be and remain members in good standing of the Union upon commencing employment.

- (2) A representative of the Union shall be allowed a maximum of one hour within regular working hours, without loss of pay to the representative or the employee being interviewed, to interview each employee during the first month of employment for the purpose of acquainting the employee of the benefits and duties of Union membership.
- (3) The Employer shall provide and designate the location for at least one bulletin board at each correctional facility for the use of the Union. The Union shall be entitled to use such bulletin boards to post notices concerning the affairs of the Union.
- (4) The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may reasonably be required for collective bargaining purposes.
- (5) The Employer agrees to supply each employee with a copy of this agreement.

ARTICLE 15 - UNION REPRESENTATION AND UNION LEAVE

- (1) The Employer acknowledges that the Union will appoint or elect various persons to represent the Union in its dealings with the Employer. The Union shall supply the Employer with the names of such representatives including the executive of the Union, the executive, members of Management-Employee Relations Committee and grievance committee for each adult correctional facility, the members of the Union bargaining committee, and any other duly authorized representative of the Union.
- (2) No individual employee or group of employees shall be required or permitted by the Employer to represent the Union at meetings with the Employer without proper authorization of the Union and no individual employee or group of employees shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this agreement.
- (3) Employees shall have the right to have the assistance of representatives of the Union when consulting or negotiating with the Employer. Such representatives shall have access to the various adult correctional facilities subject to operational requirements in order to investigate and assist in the settlement of grievances, to participate in negotiations and any other meetings with the Employer.
- (4) Where operational requirements permit, the Employer shall grant to four (4) employees who are representatives of the Union leave of absence with pay for contract negotiations with representatives of the Employer.
- (5) Where operational requirements permit, the Employer shall grant to employees who are representatives of the Union leave of absence with pay in order to appear as a witness before an adjudication board.
- (6) The Employer shall grant to employees leave of absence with pay for representation at

Step 1 of the grievance procedure.

- (7) Where operational requirements permit and on reasonable notice, in addition to the leave provided under sub-articles (4) to (6), the Employer shall grant one thousand (1000) hours in total leave of absence with pay each year to the Union for distribution among employees at the discretion of the Union, for the purpose of those employees attending to Union business other than referred to in sub-articles (4) to (6).

***ARTICLE 16 - MANAGEMENT-EMPLOYEE RELATIONS COMMITTEES
CORRECTIONAL FACILITIES**

- * (1) A management-employment relations committee shall be maintained for each correctional facility.
- * (2) The committee shall be composed of four (4) members of equal representation, two (2) members representing the Union and two (2) members representing the Employer, of which one of the two (2) Union members is either the sub-local President or the sub-local Director.
- (3) The committee shall meet as mutually agreed between the Employer and the Union.
- (4) The Superintendent of each facility shall be chairperson of the committee and shall preside at all meetings, provide each member of the committee with notice of meetings along with an agenda for all matters which either the Employer or the Union wish to have discussed at the meeting, and shall keep minutes of all meetings and forward them to members of the committee and the Union.
- * (5) Union committee members shall be allowed time off with pay to attend committee meetings subject to operational requirements.

***ARTICLE 17 - MANAGEMENT-EMPLOYEE RELATIONS COMMITTEE
EXECUTIVE LEVEL**

- (1) An executive level management-employee relations committee shall be formed within one (1) month following the signing of this agreement.

- * (2) This committee's mandate shall include joint consultation regarding the development of correctional services in adult correctional facilities and shall include discussions on such issues as organizational structure, training and development, career opportunity, and generally the development of uniform minimum standards for adult correctional facilities. The committee may also discuss pension issues and work toward the development of programs to assist staff in their day to day working environment. The committee may also address any other issues it deems necessary for the good order of adult correctional facilities and staff therein.
- (3) A minimum of four (4) members of the committee shall be appointed by the Union and a minimum of four (4) members shall be appointed by the Employer, and each party shall notify the other, in writing of the names of its nominees within one (1) month of the signing of this agreement.
- (4) The committee shall meet on a regular basis as determined by the Employer and the Union.
- (5) The committee shall select a chairperson who shall act in this capacity for twelve (12) months and whose duty shall be to preside at all meetings and provide each member of the committee with notice of meetings along with an agenda for all matters which either the Employer or the Union wish to have discussed at the meeting.
- (6) Union committee members shall be allowed time off with pay to attend committee meetings.
- (7) The Employer shall pay the traveling expenses of employees traveling from outside metro.
- (8) The Employer shall keep minutes of all meetings and forward them to members of the committee and the Union.

ARTICLE 18 - MEDICAL, DENTAL & INSURANCE COVERAGE

- (1) The Employer agrees to pay sixty-five (65%) of the cost of the medical, dental and insurance plans.
- (2) It shall be a condition of employment that all full-time employees become members of the medical, dental and insurance plans. An employee may be granted an exemption to participate in the medical/dental plan in circumstances where proof of alternate coverage, satisfactory to the Employer, exists.

ARTICLE 19 - COMPENSATION FOR INJURY ON DUTY

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

(2) Injury Pay Provisions

When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant to the employee injury on duty leave with pay at the level of compensation and in the manner prescribed by the *Workers' Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to top-up injury on duty pay to eighty-five percent (85%) of net average earnings, as provided for in Section 49 of the *Workers' Compensation Act*.

(3) Record of Injury

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

(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 Board.

(5) Alternate Medical Practitioner

For the purpose of Articles 19(3) and 19(4), the Employer may require the employee be examined by a medical practitioner of the Employer's choice.

ARTICLE 20 - CHECK-OFF

(1) The Employer shall deduct from the wages of all employees, all union dues, initiation fees, employee's contributions to insurance, medical, long term disability and dental plans, and all other non-political assessments from time to time levied by the Union on its members and such deductions shall be transmitted monthly approximately fifteen (15) days after each four (4) week cycle, to the Union, accompanied by a list of employees showing their respective deductions.

- (2) The Employer shall make deductions in the amounts from time to time specified, by a notice in writing from the Union and such written notice shall be deemed to be sufficient evidence to the Employer that such deductions have been levied by the Union on its members.

ARTICLE 21 - SICK LEAVE

(1) General Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period not exceeding twenty-four (24) consecutive working hours may be granted leave with pay up to a maximum of one hundred and forty-four (144) working hours per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new employee who is appointed subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their one hundred and forty-four (144) working hours entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

(2) Short-Term Illness Leave Benefit

- (a) An employee who is unable to perform his/her duties because of illness or injury for a period of absence exceeding twenty-four (24) consecutive working hours, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:
 - (i) for employees with less than one (1) year's service, at 100% of normal salary for the first one hundred and sixty (160) hours of absence and thereafter at 75% of normal salary for the next six hundred and forty (640) hours of absence;
 - (ii) for employees with one (1) or more years of service, at 100% of normal salary for the first three hundred and twenty (320) hours of absence and thereafter at 75% of normal salary for the next four hundred and eighty (480) hours of absence;

- (b) If an incident of short-term illness continues from one year of employment to the following year of employment, the employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article 21(2)(a) applicable during the year in which the short-term illness commenced.

(3) Recurring Disabilities

- (a) An employee who returns to work after a period of short-term illness leave and within two hundred and forty (240) consecutive working hours, again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article 21(2)(a).
- (b) An employee who returns to work after a period of short-term illness leave and after working two hundred and forty (240) or more consecutive working hours, 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 21(2)(a).
- (c) An employee who returns to work after a period of short-term illness leave and within two hundred and forty (240) consecutive working hours, 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 21(2)(a).
- (d) The provisions of Article 21(3)(b) shall not apply to an employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short term leave period as defined in Article 21(2)(a). Trial periods shall be as determined by the Joint Rehabilitation Committee, but in no case shall the trial period exceed three (3) months.

(4) Benefits Not Paid During Certain Periods

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

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 15 of the Agreement or in the case of circumstances covered under Article 21(5).
- (d) working any or all of the 104 hours described in Letter of Understanding # 7, regardless of whether they are construed as regularly scheduled or not.

(5) Benefits/Layoff

- (a) When an employee is on short-term illness and is deemed eligible for long-term disability and is laid off, he/she shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an employee has recovered or is capable of returning to work he/she shall be covered by the provisions of Article 43.
- (b) During the period an employee is on layoff status, he/she shall not be entitled to benefits under Article 21 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
- (c) The continuation of benefits payable pursuant to Article 21(5) shall include any benefits payable in accordance with the Long Term Disability Plan.

(6) Long-Term Disability

The Employer and the Union shall continue to participate in the provision of a Long Term Disability plan as exists on the coming into force of this agreement. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan. Exclusive jurisdiction with respect to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund.

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

(8) Proof of Illness

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

(9) Sick Leave Application

Application for sick leave for a period of more than twenty-four (24) consecutive working hours, but not more than forty (40) consecutive working hours, shall be made in such manner as the Employer may from time to time prescribe, and when the application for sick leave is for a period of more than forty (40) consecutive working hours, it shall be supported by a certificate from a medical practitioner.

(10) Workers' Compensation

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

(11) Unearned Credits Upon Death

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

(12) Sick Leave Records

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

(13) Deputy Head Approval

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

(14) Alcoholism and Drug Abuse

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

(15) Alternate Medical Practitioner

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

ARTICLE 22 - PERFORMANCE REVIEW AND PERSONNEL FILE

- (1) The Employer shall make the personnel file of any employee available to that employee for review upon his/her request.
- (2) When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read.
- (3) The Employer will notify an employee in writing where during the period between the formal performance evaluation process, the Employer has observed that certain aspects of an employee's performance require improvement.

***ARTICLE 23 - PUBLIC SERVICE AWARD**

(1) Public Service Award

- *(a) A full-time employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a prorated payment for a partial year of service.
- (b) The amount of Public Service Award provided under Article 23 .01(a) shall be calculated by the formula:

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

(2) Entitlement

- (a) The entitlement of an employee to a Public Service Award shall be based on an employee's total employment service.
- (b) Total employment service shall include completed calendar months of full-time employment service with adult corrections, and may include total accumulated completed calendar months of unbroken full-time employment with an adult correctional facility operated by a municipal employer in Nova Scotia prior to 1986, provided the former municipal employer did not provide or is not obligated to provide the employee with a comparable service award or severance payment based on the employment service with the municipal employer. If such an award has been paid or is payable at a future date, the amount of the Public Service Award entitlement payable under this agreement shall be reduced by the amount of the award paid or payable by the former municipal employer. Total employment service shall not include partial calendar months of service,

periods when an employee was on a leave without pay, periods when an employee was receiving LTD benefits, and periods when an employee was serving a disciplinary suspension without pay.

(3) Death Prior to Retirement

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

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

(4) Trustee

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

(5) Calculation of Award

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

ARTICLE 24 - SURVIVORS BENEFIT

In the event that an employee dies as the direct result of injuries sustained in the course of employment and caused by the criminal act of an inmate or inmates, the Employer shall pay to the estate of the deceased employee a survivor's benefit as defined in this Article, provided that:

- (a) at the time of the act, the employee was lawfully performing his/her duties in the course of his/her employment.
- (b) the estate of the deceased employee has waived any and all claims against the Employer arising out of or from the death of the employee.

Subject to the foregoing, the Employer shall pay to the estate of its deceased employee a cash amount equivalent to three (3) times the net annual salary of the employee at the time of his/her death.

***ARTICLE 25 - NOTICE OF RESIGNATION**

***(1) Notice of Resignation**

If an employee desires to terminate his/her employment, he/she shall forward a letter of resignation to the Employer not less than ten (10) consecutive calendar days prior to the effective date of termination, provided however that the Employer may accept a shorter period of notice.

(2) Failure to Give Notice

An employee who fails to give notice required by paragraph (1) shall be struck from the payroll effective the date he/she absents himself/herself without leave, and shall have deducted from monies owed him/her by the Employer, a sum equivalent to the salary payable to him/her for the period of notice which he/she failed to work.

(3) Absent Without Permission

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

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

ARTICLE 26 - SENIORITY

(1) Seniority shall be defined as date of appointment. For employees appointed on April 1, 1986, who had continuous prior employment in adult corrections with a municipal employer, it shall be the date of appointment to the municipal employer.

(2) An employee shall lose seniority in the event that:

(a) the employee is discharged for just cause and is not re-instated;

(b) the employee resigns;

(c) the employee is struck from the recall list in accordance with provisions of Article 43;

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

(3) The Employer will provide a copy of the seniority list to the Union within one (1) month of the signing date of the agreement and once per year thereafter.

ARTICLE 27 - TRAVEL REGULATIONS

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

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

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

ARTICLE 28 - 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 29 - SALARIES**

- * (1) Effective November 1, 2003, all pay scales to be increased by 6.3%, as set out in Appendix A-1;

- * (2) Effective November 1, 2004, all pay scales to be increased by 2.9%, as set out in Appendix A-1;

and

- * (3) Effective November 1, 2005, all pay scales to be increased by 2.9%, as set out in Appendix A-1.

- * (4) Anniversary Date (Step Increments)

The anniversary date of an employee shall be the first day in which the full-time employment occurs. The anniversary date will only change if:

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

ARTICLE 30 - OCCUPATIONAL HEALTH & SAFETY

- (1) The parties agree to be bound by the provisions of the *Occupational Health & Safety Act*, S.N.S. 1996, c.7.
- (2) The parties agree to participate in the existing Department of Justice Occupational Health & Safety Master Committee.

ARTICLE 31 - DISCIPLINE AND DISCHARGE

- (1) Just Cause

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

- (2) Notification

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

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

- (3) Grievances

Where an employee alleges that he/she has been suspended or discharged in violation of Article 31(1), he/she may invoke the grievance procedure including provisions for adjudication.

- (4) Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 31(1) that employee shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. One of the benefits he/she shall not lose is his/her regular pay during the period of suspension or discharge which shall be paid to him/her at the end of the next complete pay period following the reinstatement.

***ARTICLE 32 - GRIEVANCE PROCEDURES**

(1) Grievances

Where a difference arises between an employee and/or the Union and the Employer relating to the interpretation, application, or administration of this Agreement, or where an employee(s) feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, including any question whether or not a matter is adjudicable, or where an allegation is made that this Agreement has been violated or that an employee has been demoted, discharged, suspended, or disciplined without just and sufficient cause, then such differences and allegations may be made the subject of a grievance(s) adjudicable in accordance with procedures and conditions set out in Sections 29 through 33 inclusive of Schedule "A" to the *Corrections Act*, Chapter 6, S.N.S. 1986, and in accordance with the following procedures:

(2) Informal Step

- (a) An employee(s) who feels that he/she has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his supervisor in charge no later than twenty-five (25) days after the date on which he/she became aware of the action or circumstance. The employee(s) may have a steward present if so desired.
- *(b) The supervisor shall answer the dispute within five (5) working days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.
- (d) In each of the following steps of the grievance procedure, the person designated by the Employer as the first, second, or third level of the grievance procedure, shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

(3) Union Approval

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

*** (4) Grievance Procedure**

The following grievance procedure shall apply:

***Step One**

If the employee(s) or the Union is not satisfied with the decision of the supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present his/her grievance in writing to the superintendent. If the employee(s) does not receive a satisfactory settlement within ten (10) working days from the date on which he/she presented his grievance to the superintendent, the employee(s) may proceed to Step Two.

***Step Two**

Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee(s) may present his/her grievance in writing either by personal service or by mailing by registered mail to the person designated by the Employer as the second level in the grievance procedure. If the employee(s) does not receive a reply or satisfactory settlement of his/her grievance from the person designated by the ten (10) working days from the date on which his/her grievance was received at the second level, the employee(s) may proceed to Step Three.

***Step Three**

Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee(s) may present his/her grievance in writing to the Deputy Head of the Department of Justice. Any proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is presented to the Deputy Head. The Deputy Head shall reply in writing to the employee(s) within fifteen (15) working days from the date the grievance was presented to him/her.

(5) Decision by Deputy Head

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

(6) Adjudication

Where an employee has presented a grievance up to and including the final level of the grievance procedure with respect to the application and interpretation of the provisions of this collective agreement and the grievance has not been dealt with to his/her satisfaction, the employee(s) may refer the grievance to Adjudication.

(7) Union Representation

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

(8) Time Limits

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

(9) Amending of Time Limits

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

(10) Policy Grievance

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

(11) If an alleged grievance has not been referred to adjudication by an employee or the Union within ninety (90) days of the 3rd step response or within ninety (90) days of the response by the Employer in the case of a policy grievance, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

ARTICLE 33 - TRANSFERS

No employee shall be forced to transfer from one correctional facility to another except by mutual consent of the parties.

ARTICLE 34 - HOLIDAYS

(1) The holidays for employees shall be:

- | | |
|--------------------|----------------------|
| (a) New Year's Day | (f) Labour Day |
| (b) Good Friday | (g) Thanksgiving Day |
| (c) Easter Monday | (h) Remembrance Day |
| (d) Victoria Day | (i) Christmas Day |
| (e) Canada Day | (j) Boxing Day |

- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where in the opinion of the Employer no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) 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.
- (m) holiday benefits are to be converted to eight (8) hours, i.e. one holiday equals eight (8) hours.

(2) Exception

Article 34(1) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

(3) Holiday Falling on a Day of Rest

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

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

(4) Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 34(1) falls within a period of approved leave with pay, the holiday shall not count as a day of leave.

(5) Compensation for Work on a Holiday

- (a) Where an employee is regularly scheduled to work and the regularly scheduled day of work falls on a paid holiday, as defined in Article 34(1), the employee shall receive compensation in addition to his/her regular pay, of eight (8) hours straight time or eight (8) hours time off in lieu.
- (b) Where time off with pay in lieu of the holiday has not been granted prior to December

in any given year, compensation shall be granted at the employee's regular rate of pay.

(6) Overtime on a Holiday

Where an employee is required to work overtime on a paid holiday, as defined in Article 34(1), the employee will receive compensation equal to three (3) times the regular rate as follows:

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

Where time off with pay in lieu of the holiday has not been granted in accordance with 6(b) above, the compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

(7) Time Off in Lieu of Holiday

In no case shall the total time off in lieu of the holiday referred to in 5(b) and 6(b) above exceed eight (8) hours.

(8) Definition of Holiday

(1) "Holiday" means:

- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than four (4) hours of the shift fall on a day designated as a holiday in this Agreement;
- (b) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.

ARTICLE 35 - VACATIONS

(1) Annual Vacation Entitlement

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

- (a) each year during the first seven (7) years of service at the rate of fifteen (15) days,
- (b) each year after seven (7) years of service at the rate of twenty (20) days, and
- (c) each year after seventeen (17) years of service at the rate of twenty-five (25) days; and
- (d) one (1) day pursuant to (1)(a), (b) & (c) above equals eight (8) hours.

(2) Vacation Year

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

(3) Authorization

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

(4) Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of his/her vacation preference as soon as possible for the following vacation year but before March 31st in each year. The Employer will respond in writing by April 30th indicating whether or not the employee's vacation request is authorized.
- (b) Preference of vacation schedule shall be given to those employees with greater seniority; however, those employees must have six (6) months service in the institution in which they are employed, before they can use seniority to provide priority for selection of vacations.

(5) Employee Request

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

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

(6) Unbroken Vacation

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

(7) Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than forty (40) hours may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of the year. Requests for carry over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.

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

(8) Accumulative Vacation Carry Over

An employee, with the approval of the Employer, may be granted permission to carry over forty (40) hours of vacation leave each year to a maximum of one hundred and sixty (160) hours if, in the opinion of the Employer, it will not interfere with the efficient operation of the facility.

(9) Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 35(8) shall be used within five (5) years subsequent to the date on which it was approved, and shall lapse if not used within that period unless an extension is approved by the Employer.

(10) Borrowing of Unearned Vacation Credits

With the approval of the Employer, an employee who has been employed in Adult Corrections for a period of five (5) years or more, may be granted forty (40) hours from vacation leave of the next subsequent year.

(11) Employee Compensation Upon Separation

An employee, upon separation from Adult Corrections, shall be compensated for unused vacation.

(12) Employer Compensation Upon Separation

An employee, upon separation from Adult Corrections, shall compensate the Province for vacation which was taken, but for which the employee was not entitled.

(13) Vacation Credits upon Death

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

(14) Vacation Records

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

(15) Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty after the employee has commenced vacation leave.

(16) Reinstatement of Vacation upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Article 35(15) shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

(17) Call Back During Vacation

All employees called back during vacation shall receive three (3) days leave or three (3) days pay at the option of the employee, for each day or portion of a day of vacation lost.

***ARTICLE 36 - LEGAL AID AND PROTECTION**

* (1) Employees who are formally investigated and/or charged with criminal offences as outlined in Article 36(3), and depending on the circumstances of each case, the Employer will, wherever possible and appropriate, consider reassignment options for the employee.

* (2) If an employee is accused of a criminal offence, as outlined in Article 36(3), where the police investigation proceeds beyond a preliminary stage, the Employer will consider requests to provide legal counsel. The request will be reasonably considered based on the circumstances of each case.

- (3) In all cases where an employee is sued in a civil action or charged with a criminal offence:
- (a) as a result of his/her duties at the facility;
 - (b) while acting within the scope of his/her duties;
 - (c) when the employee is not acting in contravention of this collective agreement, or any rules, regulations or standing orders made by the Employer, and
 - (d) if the employee's actions or lack of actions are/is not unlawful or grossly negligent,
- then the Employer shall provide the employee with counsel chosen by the Employer for the employee's defense to such action or charge.
- (4) Notwithstanding anything else in this Article, an employee shall be deemed to be acting within the scope of his/her duties if they make a mere error of judgement.
- (5) Each employee shall have the right at his/her own expense to retain an additional counsel of his/her choice to defend or assist in the defense of such action or charge.
- (6) The Employer shall indemnify each employee for all damages and costs awarded in court actions where the Employer is obligated by the Article to provide counsel to the employee.

The Employer waives all rights to subrogate against employees who have been so indemnified.

ARTICLE 37 - TRAINING

- (1) The Employer encourages employees to participate in training and upgrading courses and the Union agrees to support and encourage attendance at training and upgrading courses.
- (2) The Employer shall pay all or part of the tuition fees for training and upgrading courses provided that such courses are approved by the Superintendent and provided that the total amount paid by the Employer including wages for all such courses in a single calendar year shall not exceed \$3,000.00. The Employer shall pay for food, accommodation and travel expenses incurred by employees attending courses, subject to the above.
- (3) The Employer shall be reimbursed by the relevant employees for the amount of tuition fees paid by the Employer if employees leave the employment of the Employer within one (1) year of the completion of any particular course.
- (4) If an employee attends a training course or upgrading course, he/she shall be paid his/her regular pay for all regular shifts missed because of the course and in addition, he/she shall be paid for all additional hours while at the course beyond his/her regular shift hours at his/her regular rate of pay (no overtime).

ARTICLE 38 - PROBATIONARY PERIOD

- (1) Every new employee shall serve twelve (12) months of probationary period during which he/she may be dismissed without recourse to the grievance procedure, unless the Union, through the grievance procedure, establishes a clear case of discrimination, as set out in this agreement.
- (2) After completion of the twelve (12) month probationary period, seniority shall be effective from the first day of employment.

ARTICLE 39 - LEAVE OF ABSENCE

Special leaves of absence may be granted by the Superintendent at his/her discretion.

***ARTICLE 40 - PREGNANCY LEAVE**

40.01 Pregnancy Leave

- (a) After completion of twelve (12) months continuous employment, an employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer through the Deputy Head a written request for pregnancy leave.
- (c) The Employer may, prior to approving the leave, request, and the employee shall then provide, a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began pursuant to Article 40.01 (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 40.01 (f) may be amended by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;

- (ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- (h) Where notice as required under Article 40.01 (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 she is advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
 - (2) the delivery where the actual delivery occurs sooner than expected.
- (i) The Employer shall not terminate the employment of an employee who has been employed for more than twelve (12) continuous months because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 40.01 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- (j) Where an employee reports for work upon the expiration of the period referred to in Article 40.01, the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.
- (k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (l) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 40.01.
- (m) Leave for illness of an employee arising out of or associated with her pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 40.01 may be granted in accordance with the provisions of Article 21.

40.02 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- (b) In respect to the period of pregnancy leave, payment made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for her classification on the day immediately preceding the commencement of her pregnancy leave.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada where her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

40.03 Parental Leave

(a) **Parental Leave**

An employee who has completed twelve (12) months continuous employment and who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-five (35) 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 40.01 (g) or (h).

(b) Parental Leave following Pregnancy Leave

For an employee who has taken pregnancy leave pursuant to Article 40.01 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 thirty-five (35) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 40.01.

(c) Parental Leave other than in Article 40.03(b)

For an employee other than one to whom Article 40.03 (b) applies, Parental Leave:

- (i) shall begin on a date coinciding with or after the birth of the child or children; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
- (d) The Employer may require an employee who takes Parental Leave pursuant to Article 40.03(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 40.03 (b) or (c), the employee shall resume work in the same position he/she held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- (f) While an employee is on Parental Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
- (g) While on Parental Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of his/her leave, and his/her service and seniority shall be deemed to be continuous. However, service accumulated during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Parental Leave granted under Article 40.03.

- (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.

40.04 Adoption Leave

- (a) An employee who has completed twelve (12) months continuous employment and who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed fifty-two (52) weeks upon giving the Employer, through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- (b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 40.04 (a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- (c) The Adoption Leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
 - (ii) shall end not later than fifty-two (52) weeks from the date the Adoption Leave began.
- (d) If both adoptive parents are eligible for Adoption Leave under a collective agreement between the Union and the Employer, the provisions of Article 40.04 shall only be available to one of those employees.
- (e) Where an employee reports for work upon the expiration of the period referred to in Article 40.04 (c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- (f) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall

continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.

- (g) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the Adoption Leave granted under Article 40.04.

40.05 Adoption Leave Allowance

- (a) An employee entitled to Adoption Leave under the provision of this Agreement, who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan.
- (b) In respect to the period of Adoption Leave, payments made according to the SUB Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of two (2) weeks before receiving EI benefits, payments equivalent to seventy-five percent (75%) of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the benefit period;
 - (ii) up to a maximum of fifteen(15) additional weeks, payments equivalent to the difference, between the weekly EI benefits the employee is eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earning had been received during the period.
- (c) For the purposes of this allowance, an employee's weekly rate of pay will be one-half the bi-weekly rate of pay to which the employee is entitled for his/her classification on the day immediately preceding the commencement of the Adoption Leave.
- (d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SUB Plan will be adjusted accordingly.

- (e) The Employer will not reimburse the employee for any amount he/she is required to remit to Human Resources Development Canada where his/her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

40.06 Leave for Birth of Child/or Adoption

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

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

***ARTICLE 41 - BEREAVEMENT LEAVE**

- (1) Should a death occur in an employee's immediate family, (spouse, son, daughter, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, or relative who, until death resided with the employee), he/she may request a leave of absence and he/she shall be granted five (5) consecutive working days (8 hour days) with pay for the purpose of enabling the employee to look after funeral arrangements and for attending at the funeral provided that pay for such leave of absence shall be for regularly scheduled shifts actually missed.
- (2) Three (3) eight (8) hour days bereavement leave with pay shall be granted to an employee, for the purpose of attending the funeral of a grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, provided that such a day is a normal working day.
- (3) The benefits under this Article are not merely compensation for time lost while on bereavement leave, but are separate benefits to employees which cannot be offset against other benefits payable under this agreement.
- (4) Notwithstanding the benefit level of five (5) days set out in (1) above, an employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.

***ARTICLE 42 - REASSIGNMENT & JOB POSTING**

(1) Re-Assignment

- (a) Notwithstanding any other provision in this collective agreement, the Employer has the right to assign or re-assign employees or work as required within the same classification, institution and geographic location. The Employer shall not exercise the right to assign or re-assign in an unreasonable or arbitrary manner.
- (b) Where consistent with the operational requirements of the Employer, expressions of interest for assignment or reassignment may be invited by the Employer.
- (c) The Employer will notify the Union of all employees reassigned pursuant to this provision.
- (d) An employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor.
- (e) Before a grievance on reassignment is referred to adjudication the circumstances are to be reviewed by the MER (Executive level).

(2) Job Posting

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

(3) Filling Vacancies

Where it is the opinion of the Employer that:

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

ARTICLE 43 - LAYOFF & RECALL

(1) Layoff

- (a) An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function.
- (b) Where an employee's position is relocated, he/she shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 43(8) shall apply.
- (c) Where an employee's position becomes redundant, the provisions of Article 43(8) shall apply.

(2) Union Consultation

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

(3) Layoff Procedure

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

(4) Seniority Defined

For the purposes of this Article, seniority shall be defined as date of appointment. For employees appointed on April 1, 1986 who had continuous prior employment in adult corrections with a municipal employer, seniority shall be the date of appointment to the municipal employer.

(5) 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 43(10)(d);
- (d) the employee is laid off for more than eighteen (18) consecutive months without recall.

(6) Notice of Layoff

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union, and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) Where the Employer lays off ten (10) or more persons in a facility, within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union, and employees who are to be laid off, in accordance with the following:
 - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
 - (i) to exercise placement/displacement rights in accordance with the procedures set out in Article 43(8);
 - (ii) to accept layoff and be entitled to recall in accordance with Article 43(10);
 - (iii) to resign with severance pay in accordance with Article 43(12). An employee who intends to exercise placement/displacement rights pursuant to 43(6)(d)(i) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the employee does not indicate such intent within this period, he/she will be deemed to have opted to accept layoff in accordance with 43(6)(d)(ii) above.

(7) Pay in Lieu of Notice

Where the notice required by Article 43(6) is not given, the employee shall receive pay in lieu thereof for the amount of notice to which the employee is entitled.

(8) Placement/Displacement Procedures

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee in receipt of layoff notice, who has not been placed in accordance with Article 43(1)(b), or whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:
 - (i) a position in the employee's same position classification, title, within the same

facility;

- (ii) if a vacancy is not available under (i) above, then a position in the employee's same position classification, title, in the closest facility with a vacancy;
 - (iii) if a vacancy is not available under (ii) above, then any position for which the employee is qualified within the same facility;
 - (iv) if a vacancy is not available under (iii) above, or the employee has declined a vacancy in accordance with the provisions of Article 43(8)(b), then any position for which the employee is qualified in the closest facility with a vacancy;
- (b) An employee is not required to accept a vacant position which has a lower maximum salary than that of the employee's classification. An employee who declines such vacancy at any step in the placement procedures under Article 43(8) shall be entitled to exercise his/her rights at the next subsequent step in the procedures outlined herein.
 - (c) If a vacancy is not available under any of the foregoing steps or has been declined in accordance with Article 43(8)(b), the employee shall have the right to displace another employee with lesser seniority who is in the same position classification title, or position classification title series, and the same facility. Such displacement is subject to consideration of Article 43(3) and the employee to be displaced shall be one who has the least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
 - (d) If there is no displacement opportunity pursuant to Article 43(8)(c), the employee shall have the right to displace another employee with lesser seniority who is in the same classification at the next closest adult correctional facility.
 - (e) If there is no displacement opportunity pursuant to Article 43(8)(d), the employee shall have the right to be placed, subject to considerations set out in Article 43(8)(a), at any adult correctional facility.
 - (f) If there is no placement opportunity pursuant to Article 43(8)(e), or if the employee has turned down a placement opportunity pursuant to Article 43(8)(b), the employee shall have the right to displace another employee with lesser seniority who is in the same classification at any adult correctional facility. Such displacement is subject to consideration of Article 43(3) and the employee to be displaced shall be the one who has least seniority among those whom the employee in receipt of layoff notice is entitled to displace.
 - (g) An employee who chooses to exercise rights in accordance with Article 43(8) may elect at any step, beginning with Article 43(8)(a)(i), to accept layoff and be placed on the recall list or to resign with severance pay in accordance with Article 43(12).
 - (h) An employee who is displaced pursuant to Article 43(8) shall be entitled to the full rights contained in this Article and shall be considered to be in receipt of a layoff notice from the Employer. A displaced employee shall not be considered to be laid off for purposes of the period of notice required under Article 43(6), but shall be entitled only to the full number of days' notice remaining thereunder from the time

the employee initially in receipt of notice exercised his/her displacement rights under this Article.

- (i) An employee will have a minimum of two (2) full days to exercise his/her rights to any of the foregoing steps of the placement/displacement procedures provided for herein.

(9) Transfer Expenses

An employee transferred pursuant to the provisions of Article 43 outside his/her geographic location, as defined in this Article, shall be eligible for moving expenses.

(10) Recall Procedure

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

(11) Termination Of Recall Rights

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

(12) Severance Pay

(a) At the end of the eighteen (18) month period referred to in Article 43(11), or at any earlier time an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay as follows:

- (i) one-half ($\frac{1}{2}$) month's pay, if he/she has been employed for three (3) years but less than ten (10) years;
- (ii) one (1) month's pay, if he/she has been employed for ten (10) years but less than fifteen (15) years;
- (iii) two (2) months' pay, if he/she has been employed for fifteen (15) years but less than twenty (20) years;
- (iv) three (3) months' pay, if he/she has been employed for twenty (20) years but less than twenty-five (25) years;
- (v) four (4) months' pay, if he/she has been employed for twenty-five (25) years but less than thirty (30) years;
- (vi) five (5) months' pay, if he/she has been employed for thirty (30) or more years.

(b) The amount of severance pay provided herein shall be calculated by the formula:
bi-weekly rate x 26/12 = one month

(c) The entitlement of an employee to severance pay shall be based on an employee's total period of active employment with the Employer. For greater clarity, it does not include periods of leave without pay lasting in excess of one month, suspensions of greater than one month, or time spent in receipt of LTD benefits. An employee's total period of active employment includes full-time continuous employment in Adult Corrections with a municipal employer immediately prior to April 1, 1986, for those employees who transferred from a municipal jurisdiction to provincial government jurisdiction on April 1, 1986.

(13) No New Employees

No new employees 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.

(14) Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee.

ARTICLE 44 - ACTING CLASSIFICATIONS

All employees who act in a classification higher than their established classification, shall receive pay at the rate of the higher classification for each shift he/she acts in that classification.

ARTICLE 45 - CLASSIFICATIONS

Any classification, reclassification, and rates of pay within the bargaining unit not covered by this Agreement, shall be negotiated between the Employer and the Union.

ARTICLE 46 - MEDICAL EXAMINATION

Any employee required to take a medical examination for superannuation or for any other purpose arising under any requirement of the Employer during his/her employment, who is dissatisfied with the decision of the Employer doctor, or that of any duly qualified physician selected for the purpose, shall have the right to be examined by his/her own physician and if disagreement results, then after consultation with the Employer's doctor or such duly qualified physician as the case may be shall be examined by a third physician, agreeable to both previously examining physicians. Such last mentioned physician shall not be informed of the reason for such examination, but shall be required to complete a standard medical examination form in duplicate and to deliver one (1) copy thereof to the Employer doctor and one (1) to the employee but the details thereof shall only be available for submission to the Employer.

ARTICLE 47 - VEHICLE COLLISION

- (1) Employees shall not suffer any loss of pay or any other benefits under this collective agreement due to being involved in a motor vehicle accident during the course of their duties with the Employer with respect to which accident the employee is not criminally responsible or grossly negligent.
- (2) In the case of such accidents, employees shall be deemed to be not criminally responsible or grossly negligent until the employee has admitted criminal responsibility or gross negligence or until a court has determined that this is the case. Employees shall not have to repay any benefits received by him/her prior to admission to criminal responsibility or gross negligence or prior to such a determination by a court.
- (3) Employees shall not be required to use their own vehicles for transportation of inmates.

ARTICLE 48 - RESOLUTIONS AND REPORTS OF EMPLOYER

- (1) Employer shall notify Union - The Employer agrees that any reports or recommendations made by the Superintendent and/or Correctional Services dealing with conditions of employment, which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if thought necessary, of speaking to them when they are dealt with by the Employer where applicable.
- (2) Copies of Resolutions - Copies of all motions, resolutions or rules and regulations adopted by Correctional Services, which affect the members of this Union, are to be forwarded to the Union.
- (3) (1) and (2) above are subject to provisions of the *Freedom of Information and Protection of Privacy Act*.

ARTICLE 49 - FUTURE LEGISLATION

- (1) In the event that any law passed by the Legislature, applying to the employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.
- (2) A provision in a collective agreement that conflicts with a regulation affecting employees of a bargaining unit covered by a collective agreement prevails over the regulation.

ARTICLE 50 - BENEFIT AND BINDING

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

ARTICLE 51 - RE-OPENER CLAUSE

This agreement may be amended by the mutual consent of both parties in writing.

***ARTICLE 52 - EFFECTIVE DATE OF IMPLEMENTATION**

Except as otherwise stipulated in this Agreement, revisions to this Agreement shall be effective April 15, 2005.

***ARTICLE 53 - DURATION AND TERMINATION**

- * (1) This agreement shall be in effect for a term beginning November 1, 2003 to October 31, 2006 and thereafter from year to year unless either the Employer or the Union gives notice to the other as hereinafter provided that it desires that this agreement shall be revised, modified, amended, or terminated, or that terms and conditions of a new agreement be negotiated to replace this agreement.
- (2) Such “notice” to be effective, must be in writing and served in the following manner:
 - (a) if given by the Employer, it must be served by personal service or registered mail upon

the President of the Union.

- (b) if given by the Union, it must be served by personal service or registered mail upon the Minister of Justice of Nova Scotia.
- (3) This agreement shall continue in effect beyond the termination date and shall remain in effect until a new Agreement is reached.

ON BEHALF OF THE EMPLOYER	)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN	)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
)	
_____)	_____
MICHAEL G. BAKER	)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	_____
	)	Witness
)	
-----)	_____
Witness	)	MITCH SIMPSON, PRESIDENT, LOCAL 480
)	_____
	)	Witness
)	
)	_____
	)	BOB BACKMAN, BARGAINING COMMITTEE
)	_____
	)	Witness
)	
)	_____
	)	JIM GOSS, BARGAINING COMMITTEE
)	_____
	)	Witness
)	
)	_____
	)	STEVE MACDONALD, BARGAINING COMMITTEE
)	_____
	)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April, 2005.

***APPENDIX “A”**

CLASSIFICATIONS

Correctional Officer
Correctional Worker
Classification Officer
Administrative Clerk
Administrative Clerk III
Administrative Clerk V
Maintenance Officer I
Maintenance Officer II
Cook
Cook’s Helper
Food Services Officer
Sergeant

***APPENDIX A-1**

BI-WEEKLY AND APPROXIMATE ANNUAL RATES

01 - CORRECTIONAL OFFICER

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,367.50	\$1,424.48	\$1,481.52	\$1,538.62	\$1,603.76
20041101	\$1,407.16	\$1,465.79	\$1,524.48	\$1,583.24	\$1,650.27
20051101	\$1,447.97	\$1,508.30	\$1,568.69	\$1,629.15	\$1,698.13
20031101	\$35,555.00	\$37,036.48	\$38,519.52	\$40,004.12	\$41,697.76
20041101	\$36,586.16	\$38,110.54	\$39,636.48	\$41,164.24	\$42,907.02
20051101	\$37,647.22	\$39,215.80	\$40,785.94	\$42,357.90	\$44,151.38

02 - CORRECTIONAL WORKER

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
20031101	\$1,410.90	\$1,471.00	\$1,531.19	\$1,597.32	\$1,663.48	\$1,729.69
20041101	\$1,451.82	\$1,513.66	\$1,575.59	\$1,643.64	\$1,711.72	\$1,779.85
20051101	\$1,493.92	\$1,557.56	\$1,621.28	\$1,691.31	\$1,761.36	\$1,831.47
20031101	\$36,683.40	\$38,246.00	\$39,810.94	\$41,530.32	\$43,250.48	\$44,971.94
20041101	\$37,747.32	\$39,355.16	\$40,965.34	\$42,734.64	\$44,504.72	\$46,276.10
20051101	\$38,841.92	\$40,496.56	\$42,153.28	\$43,974.06	\$45,795.36	\$47,618.22

03 - CLASSIFICATION OFFICER

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
20031101	\$1,471.01	\$1,531.19	\$1,597.32	\$1,663.48	\$1,729.69	\$1,795.89
20041101	\$1,513.67	\$1,575.59	\$1,643.64	\$1,711.72	\$1,779.85	\$1,847.97
20051101	\$1,557.57	\$1,621.28	\$1,691.31	\$1,761.36	\$1,831.47	\$1,901.56
20031101	\$38,246.26	\$39,810.94	\$41,530.32	\$43,250.48	\$44,971.94	\$46,693.14
20041101	\$39,355.42	\$40,965.34	\$42,734.64	\$44,504.72	\$46,276.10	\$48,047.22
20051101	\$40,496.82	\$42,153.28	\$43,974.06	\$45,795.36	\$47,618.22	\$49,440.56

04 - ADMINISTRATIVE CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,015.80	\$1,034.95	\$1,054.16	\$1,079.77	\$1,105.71
20041101	\$1,045.26	\$1,064.96	\$1,084.73	\$1,111.08	\$1,137.78
20051101	\$1,075.57	\$1,095.84	\$1116.19	\$1,143.30	\$1,170.78
20031101	\$26,410.80	\$26,908.70	\$27,408.16	\$28,074.02	\$28,748.46
20041101	\$27,176.76	\$27,688.96	\$28,202.98	\$28,888.08	\$29,582.28
20051101	\$27,964.82	\$28,491.84	\$29,020.94	\$29,725.80	\$30,440.28

05 - ADMINISTRATIVE CLERK III

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,164.93	\$1,199.50	\$1,234.16	\$1,268.74	\$1,303.39
20041101	\$1,198.71	\$1,234.29	\$1,269.95	\$1,305.53	\$1,341.19
20051101	\$1,233.47	\$1,270.08	\$1,306.78	\$1,343.39	\$1,380.08
20031101	\$30,288.18	\$31187.00	\$32,088.16	\$32,987.24	\$33,888.14
20041101	\$31,166.46	\$32,091.54	\$33,018.70	\$33,943.78	\$34,870.94
20051101	\$32,070.22	\$33,022.08	\$33,976.28	\$34,928.14	\$35,882.08

06 - ADMINISTRATIVE CLERK V

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,220.40	\$1,256.63	\$1,292.93	\$1,329.15	\$1,365.46
20041101	\$1,255.79	\$1,293.07	\$1,330.42	\$1,367.70	\$1,405.06
20051101	\$1,292.21	\$1,330.57	\$1,369.00	\$1,407.36	\$1,445.81
20031101	\$31,730.40	\$32,672.38	\$33,616.18	\$34,557.90	\$35,501.96
20041101	\$32,650.54	\$33,619.82	\$34,590.92	\$35,560.20	\$36,531.56
20051101	\$33,597.46	\$34,594.82	\$35,594.00	\$36,591.36	\$37,591.06

07 - MAINTENANCE OFFICER 1

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,367.50	\$1,424.48	\$1,481.52	\$1,538.62	\$1,603.76
20041101	\$1,407.16	\$1,465.79	\$1,524.48	\$1,583.24	\$1,650.27
20051101	\$1,447.97	\$1,508.30	\$1,568.69	\$1,629.15	\$1,698.13
20031101	\$35,555.00	\$37,036.48	\$38,519.52	\$40,004.12	\$41,697.76
20041101	\$36,586.16	\$38,110.54	\$39,636.48	\$41,164.24	\$42,907.02
20051101	\$37,647.22	\$39,215.80	\$40,785.94	\$42,357.90	\$44,151.38

08 - MAINTENANCE OFFICER II

	Step 1	Step 2	Step 3	Step 4
20031101	\$1,570.50	\$1,633.37	\$1,696.30	\$1,768.14
20041101	\$1,616.04	\$1,680.74	\$1,745.49	\$1,819.42
20051101	\$1,662.91	\$1,729.48	\$1,796.11	\$1,872.18
20031101	\$40,833.00	\$42,467.62	\$44,103.80	\$45,971.64
20041101	\$42,017.04	\$43,699.24	\$45,382.74	\$47,304.92
20051101	\$43,235.66	\$44,966.48	\$46,698.86	\$48,676.68

09 - COOK

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,367.50	\$1,424.48	\$1,481.52	\$1,538.62	\$1,603.76
20041101	\$1,407.16	\$1,465.79	\$1,524.48	\$1,583.24	\$1,650.27
20051101	\$1,447.97	\$1,508.30	\$1,568.69	\$1,629.15	\$1,698.13
20031101	\$35,555.00	\$37,036.48	\$38,519.52	\$40,004.12	\$41,697.76
20041101	\$36,586.16	\$38,110.54	\$39,636.48	\$41,164.24	\$42,907.02
20051101	\$37,647.22	\$39,215.80	\$40,785.94	\$42,357.90	\$44,151.38

10 - COOK'S HELPER

	Step 1	Step 2	Step 3
20031101	\$1,144.28	\$1,169.86	\$1,195.48
20041101	\$1,177.46	\$1,203.79	\$1,230.15
20051101	\$1,211.61	\$1,238.70	\$1,265.82
20031101	\$29,751.28	\$30,416.36	\$31,082.48
20041101	\$30,613.96	\$31,298.54	\$31,983.90
20051101	\$31,501.86	\$32,206.20	\$32,911.32

11 - FOOD SERVICES OFFICER

	Step 1
20031101	\$1,741.20
20041101	\$1,791.69
20051101	\$1,843.65
20031101	\$45,271.20
20041101	\$46,583.94
20051101	\$47,934.90

12 - SERGEANT

	Step 1	Step 2	Step 3	Step 4	Step 5
20031101	\$1,603.76	\$1,668.91	\$1,742.30	\$1,815.57	\$1,888.92
20041101	\$1,650.27	\$1,717.31	\$1,792.83	\$1,868.22	\$1,943.70
20051101	\$1,698.13	\$1,767.11	\$1,844.82	\$1,922.40	\$2000.07
20031101	\$41,697.76	\$43,391.66	\$45,299.80	\$47,204.82	\$49,111.92
20041101	\$42,907.02	\$44,650.06	\$46,613.58	\$48,573.72	\$50,536.20
20051101	\$44,151.38	\$45,944.86	\$47,965.32	\$49,982.40	\$52,001.82

MEMORANDUM OF AGREEMENT #2

(Transition Agreement Respecting the Closures of Halifax, Lunenburg, Colchester and Kings Correctional Facilities and options available to employees at closing Correctional Facilities)

1. Full time employees at the four (4) Correctional Facilities scheduled to close in 2001 (Halifax, Lunenburg, Colchester and Kings) will have an opportunity to select from a variety of options including,
 - (a) continuing in employment at Burnside or at any other remaining correctional facility.
 - (b) resigning employment and receiving severance and benefits provided through Government's Transition Support Program (TSP).
 - (c) accepting layoff and being eligible for recall in accordance with applicable recall provisions of Article 43 of the Collective Agreement.

2. The options outlined in (1) and relevant details associated with each choice will be explained to affected employees through briefings to be scheduled as soon as practicable at each closing facility.

3. (a) Considerations applicable to those continuing or who wish to continue at Burnside:
 - (i) An employee at a closing facility may opt to relocate to a remaining facility(s) other than or including Burnside and may express an interest in relocating to more than one facility in order of preference. If the first choice of an employee is unattainable their subsequent choices will be considered in descending order of preference. Option availability will be dependent on vacancies, classifications and seniority.
 - (ii) The Sergeant vacancies in Burnside are to be staffed by the five (5) most senior Shift Supervisors and Sergeants from the four (4) closing facilities, who wish to continue in employment at Burnside. In the event that more than five (5) Shift Supervisors and Sergeants wish to continue in employment, they will be placed against Correctional Worker vacancies but will be classified as Sergeant. It is understood that the Sergeants who are placed against Correctional Worker vacancies may be required by the Employer to perform any or all duties of a Sergeant at the discretion of the Employer. The Sergeants placed against Correctional Worker vacancies shall, in order of seniority, be offered the option to be placed against any Sergeant vacancy which occurs. If, in such circumstances, the Sergeant vacancy is declined, the Sergeant will be reclassified to the Correctional Worker classification and pay and will no longer be required to perform Sergeant duties, other than in accordance with the provisions of the collective agreement (e.g., may be designated to carry out duties on an Acting basis).
 - (iii) Correctional Worker vacancies in the female unit at Burnside are to be filled

exclusively by female Correctional Workers, on the basis of seniority amongst existing female Correctional Workers. Such vacancies are not available to male Correctional Workers, regardless of seniority.

- (iv) Employees in classifications other than Correctional Worker, Sergeant or Shift Supervisor, will be offered the opportunity to transfer to vacancies at Burnside within their existing classification (e.g. Classification Officer to Classification Officer, Nurse to Nurse, Admin Clerk to Admin Clerk). Should there be more employees than vacancies, employees shall be placed in order of seniority, subject to qualifications acceptable to the Employer to perform the functions required in the vacancy.
- (v) Should the number of Classification Officers who wish to continue in employment at Burnside exceed the number of vacancies, those not placed in Classification Officer vacancies will be integrated with the Correctional Workers seniority list and have an opportunity, subject to qualifications acceptable to the Employer, for placement in a Correctional Worker vacancy based on seniority, as though they were a Correctional Worker.
- (vi) Those previously employed as 2 i/c's (Kings) who wish to continue in employment at Burnside will be integrated with the Correctional Worker seniority list and have an opportunity for placement in a Correctional Worker vacancy based on seniority, as though they were a Correctional Worker.
- (vii) Classification officers who are placed in Correctional Worker vacancies will be eligible for red circle salary protection; i.e., they will be eligible to maintain their pay at the time they transfer to the Correctional Worker vacancy in Burnside until such time as the Correctional Worker rate exceeds their pay.
- (viii) Correctional Workers and any identified through (iv) and (v) above will be offered the opportunity to transfer to Correctional Worker vacancies at Burnside, based on seniority.
- (ix) Employees transferring to Burnside will be required to attend training and orientation sessions at Burnside in the months leading up to the opening of Burnside. In addition, subject to operational requirements, staff at any of the four (4) closing facilities may be redeployed for varying periods to any of the three (3) other closing facilities. In accordance with the Government travel policy, those eligible will be reimbursed travel and meal expenses for periods prior to the date when the employee is transferred to Burnside.

- (b) For those who wish to continue at a correctional facility other than Burnside (ie. Cape Breton, Antigonish, Cumberland, Yarmouth)
 - (i) An employee at a closing facility may opt to relocate to a remaining facility(s) other than or including Burnside and may express an interest in relocating to more than one facility in order of preference. If the first choice of an employee is unattainable, their subsequent choices will be considered in descending order of preference. Option availability will be dependent on vacancies, classifications and seniority.
 - (ii) Employee relocations will be considered based on seniority of those wishing to transfer and based initially on vacancies at the correctional facility chosen. If no vacancy exists at the requested facility, a determination will be made as to whether an employee at the requested facility who has the same classification as the employee wishing to transfer, wishes to resign with severance and benefits as provided under the TSP. The order for an employee to accept displacement in this circumstance will be most senior to least senior of employees sharing the same classification as that of the employee wishing to transfer. If no applicable employee wishes to be displaced and have an option to resign with TSP, the employee wishing to transfer shall displace the most junior employee in the facility who has the same classification, provided the employee wishing to transfer is senior to the junior employee in the facility who has the same classification.
 - (iii) A junior employee displaced in the manner described in 3 (b)(ii) above has the rights of a displaced employee provided under Article 43. This includes an option for the displaced employee to resign with severance (TSP) provided the employee opts to resign for severance within five (5) days of the Employer's notice of layoff, otherwise the lesser severance as set out in Article 43 will apply if the employee so displaced subsequently chooses to resign, or exhausts recall rights and is not re-employed.

4. For employees who opt to resign with TSP.

All full-time employees at the closing facilities may opt to resign and be eligible for severance pay and other benefits associated with the TSP. For any employee who makes it their first choice, no other options or choices should be made as everyone who wishes to resign and receive TSP, will be eligible for it. The effective date of resignations shall be no later than the closing date of the facility where the employee works, unless otherwise mutually agreed. An employee at a closing facility may indicate preference to transfer to a remaining facility(s) and if unattainable choose as a second or subsequent choice to resign with TSP.

5. The letter accompanying the closing facility Employee Options Form to be forwarded to each employee is a deemed layoff notice and meets any and all obligations the Employer would normally have respecting layoff notification (time frames and options included) pursuant to the collective agreement. The time periods established by the Employer for employee responses to options under this Memorandum will be communicated to the Union and employees in advance and failure of an employee to select an option within a required time frame, absent extenuating circumstances acceptable to the Employer, will result in the employee being considered to have waived their option of choosing. In such circumstances the employee is deemed to have accepted the layoff and be entitled only to those entitlements of an employee who has accepted a layoff i.e. recall rights as set out in Article 43 Layoff and Recall Article of the Collective Agreement (No TSP, no transfer preferences available).
6.
 - (a) The date(s) on which any employee transfers occur pursuant to this Memorandum of Agreement will be determined by the Employer based on operational requirements.
 - (b) An employee who has no attainable option for continuing employment based on seniority and/or location preferences and who has not opted for TSP will be deemed to have accepted the layoff and following the notice period, to end no later than the closing date of their facility, will be eligible for recall rights set out in Article 43 (10) and subject to Article 43 (11) and 43 (12) of the Collective Agreement.
 - (c) An employee who has an attainable option for continuing employment or TSP and who subsequently rejects it, will be deemed to have accepted the layoff and following the notice period to end no later than the closing date of their centre will be eligible for recall rights set out in Article 43 (10) and subject to Article 43 (11) and 43 (12) of the Collective Agreement. The Employer has no obligation to re-offer choices or options to other employees in such a circumstance.
 - (d) An employee who is deemed to have accepted layoff or who is on the recall list pursuant to this MOA and who is not recalled to full-time employment within eighteen (18) months, will be deemed to no longer have any rights as a full-time employee, but will have an option of being placed at the top of the part-time roster at the remaining correctional facility of their choice. This option will only be available if the laid-off employee has been available for part-time work during the eighteen (18) month recall period with a response rate of 60% or greater.
7.
 - (a) It is understood and agreed that procedures set out in this Memorandum of Agreement are applicable only in relation to the closing of the four (4) Correctional Facilities noted above, the staffing of Burnside, and the transfer of affected employees to other remaining facilities, and that in agreeing to the procedures set out in this Memorandum, that several provisions in Article 43 of the Collective Agreement, including but not limited to the following are waived:

***LETTER OF UNDERSTANDING #3**

*An employee who was entitled to compensation for holidays, in a manner greater than that set out in the standard Holidays provision of this collective agreement, shall be entitled to continue to be compensated for holidays, pursuant to the Holidays provision of the collective agreement applicable to the employee, in effect immediately prior to the January 19, 1999 signing date applicable to the agreement of November 1, 1997 to October 31, 2000.

<p>ON BEHALF OF THE EMPLOYER)</p> <p>HER MAJESTY THE QUEEN)</p> <p>_____)</p> <p>MICHAEL G. BAKER)</p> <p>MINISTER OF JUSTICE)</p> <p>_____)</p> <p>Witness)</p>	<p>ON BEHALF OF THE UNION)</p> <p>NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION)</p> <p>_____)</p> <p>JOAN JESSOME, PRESIDENT, NSGEU)</p> <p>Witness)</p> <p>_____)</p> <p>MITCH SIMPSON, PRESIDENT, LOCAL 480)</p> <p>Witness)</p> <p>_____)</p> <p>BOB BACKMAN, BARGAINING COMMITTEE)</p> <p>Witness)</p> <p>_____)</p> <p>JIM GOSS, BARGAINING COMMITTEE)</p> <p>Witness)</p> <p>_____)</p> <p>STEVE MACDONALD, BARGAINING COMMITTEE)</p> <p>Witness)</p>
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DATED at Halifax, Nova Scotia, this ____ day of April, 2005.

LETTER OF UNDERSTANDING #4

(Relieving Policy) - (Part-time Employees)

- 1) All part time Correctional Officers shall have the opportunity to relieve, on regular shifts, according to length of service.
- 2) Refusal without justification by a Correctional Officer to relieve shall result in the completion of the rotation of employees before a future offer of part-time work is made.
- 3) Initial vacancy must be filled by a relieving Correctional Officer unless the Employer, in the interest of security, is of the opinion that service is warranted in another location. This does not apply to transfers between units.
- 4) No inexperienced Correctional Officer shall remain unaccompanied in the cell blocks for unreasonable periods of time i.e. thirty (30) minutes.
- 5) Correctional Officers with less than five hundred (500) working hours in cell block security shall be considered inexperienced.
- 6) Offers to relieve can only be made by Shift Supervisors/Sergeants or their superiors.
- 7) Notwithstanding 1) to 6) above, each institution can operate the part time call out in a manner that reflects the call practice that best suits the institution and part-time employees.
- 8) This policy is superseded, where appropriate, by the contents of Standing Orders. All employees should be familiar with such Standing Orders and the interpretation thereof.

ON BEHALF OF THE EMPLOYER)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
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_____)	_____
MICHAEL G. BAKER)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	_____
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_____)	_____
Witness)	MITCH SIMPSON, PRESIDENT, LOCAL 480
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)	BOB BACKMAN, BARGAINING COMMITTEE
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)	JIM GOSS, BARGAINING COMMITTEE
)	_____
)	Witness
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)	_____
)	STEVE MACDONALD, BARGAINING COMMITTEE
)	_____
)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April 2005.

***LETTER OF UNDERSTANDING #5**

Closing Facilities – Part-time Employee Transfer Option

*It is agreed that part-time employees at any closing correctional facility will be provided the opportunity to transfer to any remaining correctional facility and be integrated on the part-time roster based on length of part-time employment.

The Employer is not responsible for any relocation expenses incurred by part-time employees in transferring to a new facility pursuant to this option. The date(s) on which part-time employee transfers occur will be determined by the Employer based on operational requirements.

Employees will be requested to indicate interest in taking this option, within a period to be specified by the Employer, and indicating the facility where they wish to transfer. It is understood and agreed that any part-time employees in facilities which are closing, who do not wish to transfer, will be terminated as a part-time employee, no later than the date of the closure. For the purpose of this Article, relocation to a new facility within the region does not constitute a facility closure.

ON BEHALF OF THE EMPLOYER)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
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_____)	_____
MICHAEL G. BAKER)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	_____
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Witness)	MITCH SIMPSON, PRESIDENT, LOCAL 480
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)	JIM GOSS, BARGAINING COMMITTEE
)	_____
)	Witness
)	
)	_____
)	STEVE MACDONALD, BARGAINING COMMITTEE
)	_____
	)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April, 2005.

Subject to operational requirements, the Employer will retain paid meal breaks, and endeavour to provide uninterrupted breaks in all institutions.

ON BEHALF OF THE EMPLOYER)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
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MICHAEL G. BAKER)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	
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Witness)	MITCH SIMPSON, PRESIDENT, LOCAL 480
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)	_____
)	STEVE MACDONALD, BARGAINING COMMITTEE
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)	_____
)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April, 2005.

LETTER OF UNDERSTANDING #7

- 104 hours

1. During the life of this collective agreement, eligible employees will be provided an option once per year to request to work an additional 104 hours (or a portion thereof) beyond the regular 2080 hours. The Employer will determine in its sole discretion the scheduling of the 104 hours.

Regardless of whether the 104 hours, or portions thereof, are regularly scheduled or otherwise, it is expressly understood that compensation for such hours is only payable in circumstances where the employee who opts to work such hours, actually reports for work and performs assigned duties. For greater clarity, and as an example, where an employee is scheduled to work eight (8) hours of their 2080 annual hours immediately followed by four (4) hours of the 104 hours referred to in this Letter of Understanding, and is ill for the entire twelve (12) hours, the employee is eligible for sick leave (subject to the normal sick leave reporting and eligibility requirements) for only the eight (8) hours which are part of the employee's 2080 annual hours. No sick leave and no compensation is payable for the four (4) hours which form part of the 104 hours.

It is expressly agreed that the 104 hours described herein are to be treated differently for benefit purposes from the 2080 hours required of employees as provided in Article 6.

It is expressly agreed that insofar as benefits and compensation are concerned, the 104 hours are not part of the shift schedule.

It is expressly agreed that in circumstances where an employee eligible for the 104 hours and who has opted for it, is absent the 7th shift of a 2-week period when the last four (4) hours on the 7th shift are part of the 104 hours, compensating the employee only, insofar as a leave, holiday or vacation provision requires, to a maximum of eight (8) hours on the 7th shift, is not a violation of the collective agreement, and the Union agrees not to file a grievance asserting otherwise during the life of the collective agreement.

The Employer's obligation under this Letter of Understanding is limited to providing the opportunity for each eligible employee to work 104 hours of overtime at a straight time rate. When an employee is unable to work any of the 104 hours as determined by the Employer, there is no obligation for the Employer to provide hours to compensate for any portion of the 104 hours missed by an employee.

Those who opt to work the additional 104 hours may opt to be paid in cash or time off. For those who opt for time off, in the event the time off has not been scheduled by March 1st in any year, for hours accumulated in the prior year, it will be paid out at a straight time rate by the Employer. Scheduling of time off shall be subject to scheduling requirements.

2. Notwithstanding Article 1 above, it is agreed that in circumstances where an employee is on an Employer approved leave for union business the Employer shall pay the employee for hours

either associated with their 2080 annual hours or the 104 hours at a straight time rate. In cases where the 1000 hours of Employer paid union leave have been exceeded, the Employer will pay the employee at a straight time rate, and the Union will reimburse the Employer for the costs associated with the leave.

ON BEHALF OF THE EMPLOYER	)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
)	
_____)	_____
MICHAEL G. BAKER)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	_____
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Witness)	MITCH SIMPSON, PRESIDENT, LOCAL 480
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)	JIM GOSS, BARGAINING COMMITTEE
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)	Witness
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)	_____
)	STEVE MACDONALD, BARGAINING COMMITTEE
)	_____
)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April, 2005.

***LETTER OF UNDERSTANDING #10**

*The Employer will pay Acting Pay as Sergeant to Correctional Officers/Workers, during periods when they are temporarily designated as Officer-in-Charge at Cumberland and Antigonish.

ON BEHALF OF THE EMPLOYER)	ON BEHALF OF THE UNION
HER MAJESTY THE QUEEN)	NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
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_____)	_____
MICHAEL G. BAKER)	JOAN JESSOME, PRESIDENT, NSGEU
MINISTER OF JUSTICE)	
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Witness)	MITCH SIMPSON, PRESIDENT, LOCAL 480
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)	JIM GOSS, BARGAINING COMMITTEE
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)	STEVE MACDONALD, BARGAINING COMMITTEE
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)	_____
)	Witness

DATED at Halifax, Nova Scotia, this ____ day of April, 2005.