

**MEMORANDUM OF AGREEMENT #5
ALTERNATE HOURS OF WORK**

Between

THE WORKERS' COMPENSATION BOARD OF NOVA SCOTIA

(herein known as the "Employer")

And

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

(herein known as the "Union")

The parties acknowledge that there are established hours of work for all positions, based on a thirty-five (35) hours work week (see Article 15.01). These set hours may vary depending upon operational requirements, and approved Flexible Working Hours (see article 15.05) and/or Modified Work Week (see article 15.06) schedules.

The parties further acknowledge the value of providing a work environment whereby employees in designated positions may schedule alternate hours of work that may vary, in part, from the established hours of work for their positions on a given day, to meet operational needs.

The positions eligible to schedule alternate hours of work under this agreement are those that have historically exercised this practice informally to provide service to clients. This MOA is intended to formalize the existing practice, including but not limited to the method of compensation and the manner in which scheduling alternate hours of work is utilized. For clarity, the volume of alternate hours of work scheduled and the frequency with which schedules vary from the established hours of work shall not change as a result of this MOA.

The Union and Employer agree that employees in the designated positions specified below are eligible to schedule alternate hours of work under the terms as outlined in this agreement.

1. Employees in the designated positions have the option to schedule alternate hours of work. This option extends to employees in term positions, as well as those in permanent positions. Upon signing of this MOA, employees opting to schedule alternate hours of work shall notify their manager in writing via the specified form of their wish to exercise this option. Employees may change their option once every six (6) months, or sooner if mutually agreed by the employee and Manager.

2. Alternate hours that are worked may be outside of the established hours of work and may include but are not limited to: shifts that are longer or shorter than 7.0 hrs and splitting on one day. Where the employee schedules alternate hours of work and works more than 7.0 hours in a day or more than 70 hours biweekly, the time worked outside of the normal hours will be accumulated at straight time. Employees shall not work more than twelve (12) hours per day, including travel time. No more than 15 hours in total may be accumulated. Accumulated time shall be taken in the form of time off and shall not be paid out.

3. Notwithstanding item #2 above, time worked on weekends shall be considered overtime and as such must be pre-approved by management. 13 2632441 v5 - October 25, 2013

4. Where an employee exercises his/her option to schedule alternate hours, and where the employee works an extension of the normal workday for circumstances that could not be anticipated in advance, he/she will inform his manager as soon as reasonably possible. This time shall be review and compensated as per the overtime provisions in the collective agreement, as applicable.

5. Employees exercising the option to schedule alternate hours are responsible to track, document and submit as per the unit's established process all hours worked, banked and taken off.

Designated Positions:

Adjudicator (in ISTs and WSTs)

Case Manager (in ISTs and WSTs including Floats)

Education Consultant

Ergonomist

Ergonomist Process Leader

Field Services Coordinator

Field Services Representative

Prevention Information Officer

Rate Coordinator

Relationship Manager

Workplace Consultant

15.05 Flexible Working Hours

The Employer shall, where operational requirements and efficiency of the Employer permit, authorize a flexible working hours schedule.

15.06 Modified Work Week

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

(b) Employees on a two (2) week cycle must schedule their modified days on Mondays or Fridays, in consultation with management and where operational requirements make it feasible.

(c) Where an employee's modified day falls on a holiday, the Employer shall permit the employee to take his/her modified day on another day.

(d) New employees who are eligible to work a modified work week will be ineligible to work a modified work schedule for their first three (3) months of employment.

ARTICLE 16 - JOB SHARING

16.01 Job Sharing Conditions

The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.

16.02 Existing Employees Only

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

16.03 Rights and Benefits

Except as otherwise provided herein, employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the collective agreement.

16.04 Operational Requirements

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

16.05 Qualifications

Both employees in a job sharing arrangement must be permanent employees, one of whom is the incumbent of the position to be shared. Both employees must share the same job level and be suitably qualified and capable of carrying out the full time duties and responsibilities of the position to be shared.

16.06 Identification of Job Share

An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job sharing arrangement. The two (2) 32 2632441 v5 - October 25, 2013

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

16.07 Period of Job Share

A position will be shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two (2) year maximum period must be mutually acceptable to both employees, the Employer, and the Union. At the end of the job sharing period, the employees will resume the full time positions they held prior to entering into the job sharing arrangement.

16.08 Work Schedule Requirements

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

16.09 Service

Employees will be credited with one-half (1/2) month's service each calendar month of the job sharing arrangement and not be subject to the provisions of Article 1.01(i) (2) of the Collective Agreement. An employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the employee were working on a full time basis.

16.10 Regular Work Hours

For the purposes of the collective agreement, an employee's regular work day or regular work week will be the employee's scheduled hours of work under the job sharing arrangement. A day on which an employee is not scheduled to work will be considered as the employee's rest day. Time worked by an employee outside his/her scheduled hours of work will be compensated as overtime in accordance with Article 17 of the Agreement, with the employee's bi-weekly rate being determined on the basis as if he/she were working the normal full time hours.