

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EASTERN MAINLAND HOUSING AUTHORITY**

**and**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

**APRIL 1, 2010 – MARCH 31, 2012**

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## **PREAMBLE**

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the Employees and the Union, and to promote the well-being and the increased productivity of its Employees. Accordingly the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting Employees covered by this Agreement.

## **ARTICLE 1 - DEFINITIONS**

- 1.01 "Bargaining Unit" means all Employees of the Employer employed in probationary, permanent and term positions, except those excluded pursuant to Article 2.01.
- 1.02 "Casual" is a person who works less than twenty-one (21) hours per week or one who is appointed to a term position of up to six (6) consecutive months. Casuals are not covered by the collective agreement and are not in the bargaining unit. If the casual appointment exceeds six (6) consecutive months, the Employer shall change the status of the Employee appointed to that position from casual to term upon the completion of the six (6) months service and shall notify the Employee and the Union in writing. When the Employer hires casuals under employment programs (i.e. Winter Works, Co-op etc.) these casuals shall not be subject to the provisions of this article.
- 1.03 "Employee" means a probationary or permanent Employee who is included in the bargaining unit.
- 1.04 "Employer" means the Eastern Mainland Housing Authority.
- 1.05 "Permanent Employee" is a member of the bargaining unit who is employed to work at least twenty-one (21) hours per week on a year round, regular scheduled and recurring basis and who has completed the probationary period.
- 1.06 "Probationary Employee" is one hired for a permanent position who has not completed the probationary period.
- 1.07 "Service" means paid hours from the most recent date of hire to a permanent position.
- 1.08 "Spouse" means husband, wife, common-law, or same sex partner except where prohibited or precluded by law.



- 1.09 “Term Employee” is one hired temporarily for a period exceeding six (6) consecutive months to replace a permanent Employee or for special projects. If the Employer determines that there is a need on a permanent basis to fill a position to which an employee is appointed on a term basis and there is no present incumbent, the Employer shall change the status of the Employee appointed to that position from term to permanent without posting, provided the Employee has been employed on a term basis for at least twelve (12) months and shall notify the Employee in writing. If the term appointment exceeds two (2) years, or the initial term appointment is renewed, or an employee has been continuously employed in a bargaining unit position (s), of which the most recent twelve (12) month period was in the same position, resulting in total combined periods of more than two (2) consecutive years, the Employer shall change the status of the Employee appointed to that position from term to permanent upon the completion of the two (2) year service and shall notify the Employee and the Union in writing. The term appointment shall not exceed twenty-four (24) consecutive months, unless mutually agreed otherwise by the parties. In the absence of mutual agreement, and for greater certainty, the term position and the Employee’s employment shall be terminated upon attainment of the twenty-four month period. The term Employee shall be covered only by those provisions of the collective agreement outlined in Schedule “B”.
- 1.10 “Union” means the Nova Scotia Government and General Employees Union (NSGEU).

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all probationary, permanent and term office, clerical, and technical Employees employed by Eastern Mainland Housing Authority who work in the Guysborough, Antigonish and New Glasgow offices, but excluding casuals, and director and those persons excluded by paragraphs (a) & (b) of subsection (2), of Section 2 of the *Trade Union Act*.
- 2.02 **No Discrimination for Union Activity**  
The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee for reason of membership or activity in the Union.
- 2.03 The Employer shall not discriminate against any Employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Human Rights Act*, or any other law.

- 2.04 The employer and the Union are committed to a workplace that is free of discrimination, values diversity and is representative of the people of Nova Scotia. The Employer and the Union agree to meet during the term of this Agreement to identify initiatives that support equality of opportunity, accommodations for person with disabilities and diversity in the workplace.

### **ARTICLE 3 - JOINT CONSULTATION**

- 3.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate mechanisms for the purpose of providing joint consultation on matters of common interest.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

#### 4.01 Management Rights

The management and direction of Employees, operations and services is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### 4.02 Included in Management Rights

Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;
- (b) determine the work requirements, responsibilities and standards of work to be performed;
- (c) specify assignments for Employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the Bargaining Unit;
- (e) determine the size and composition of the workforce according to the needs of the Employer;

- (f) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement;
- (g) maintain order and efficiency, manage and direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement;
- (h) to enforce safety and other regulations.

#### 4.03 Consistent Application

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

#### 4.04 Delegation of Authority

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

### **ARTICLE 5 - STRIKES AND LOCKOUTS**

#### 5.01 No Strike or Lockout

During the life of this Agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Employer shall not lock out Employees.

#### 5.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members during the life of this agreement.

#### 5.03 Definitions

The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

## **ARTICLE 6 - INFORMATION**

### **6.01 Union to Acquaint New Employees**

The employer agrees to provide the Union at the time of hiring, or as soon as practicable thereafter, an opportunity to meet, in the workplace, each new member to explain rights and obligations of Union membership, the role and structure of the Union, including shop stewards, and the provisions of the collective agreement.

### **6.02 Employee Information Provided to Union**

- a) Within 60 days of the signing of the Collective Agreement, the employer shall provide to the Union the names, classifications, positions, employment status (permanent, part-time, term), pay rates and the last known home address of all employees who are covered by this Agreement.
- b) The Employer shall provide to the Union, a report noting changes to the information specified in (a) as they occur.
- c) Should the Employer be unable to comply with either (a) or (b) due to operational capabilities, the Employer shall provide the Union with reasonable notice.
- d) The Union is committed to protecting the privacy and confidentiality of employees' personal information. Employee home addresses shall be used for the purpose of Union business only.

### **6.03 Copies of Agreement**

The Union agrees to supply the Employer with copies of the Agreement. The cost will be shared between the parties.

### **6.04 Letter of Appointment**

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

### **6.05 Employer to Acquaint New Employees**

The Employer agrees to provide new Employees at the time of hiring, or as soon as practicable thereafter, with a copy of the collective agreement in effect and acquaint them with the conditions of employment set out in the articles concerning checkoff and stewards.

## 6.06 Position Descriptions

- (a) Upon request by the Employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to her position.
- (b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once a review has been concluded the affected Employee(s) shall be provided a hard copy of the position description within two (2) weeks.
- (c) All position descriptions shall be signed by the Employer and forwarded to the Union.

## **ARTICLE 7 - PROBATIONARY PERIOD**

7.01 An Employee appointed to a permanent position shall serve a probationary period of six (6) months of work. The Employer may, before the expiration of the six (6) month period and at its sole discretion, extend the probationary appointment for a period not to exceed an additional six (6) months of work.

### 7.02 Confirmation of Permanent Employment

Pursuant to Article 7.01, the Employee shall upon successful completion of the probationary period, attain permanent status and the Employer shall confirm such, in writing, to the Employee.

### 7.03 Termination of Probationary Employee

The Probationary Employee may be discharged during the probationary period and the standard for discharge shall be determined by the Employer and shall be at the Employer's sole discretion.

7.04 Where a term employee is appointed to a permanent position for which they were previously working in a term capacity, time worked by the employee in the previous term position shall count towards the probationary period provided there was no break between the term and permanent appointment.

7.04 b) A term employee who accepts a permanent position shall serve a trail period of four hundred fifty-five (455) hours in the new position in lieu of 7.01 probationary period where:

- i) The term employee has been employed for six (6) months or more; and
- ii) The term employee was immediately previously employed in a term capacity in a different position with this employer

The employee may be discharged during this trial period and the standard for discharge shall be determined by the Employer and at the Employer's sole discretion.

## **ARTICLE 8 - JOB POSTING**

### **8.01 Job Posting**

- (a) When a new position or vacancy occurs within the bargaining unit which the Employer intends to fill, the Employer shall, within three (3) months, post a notice of such new position or vacancy where Employees work for seven (7) calendar days. The Employer reserves the right to post simultaneously such positions internally and externally.
- (b) Notwithstanding Article 8.01 (a), the Employer maintains the right to transfer Employees within the same classification according to the exigencies of the service and in such cases a posting will not be required. A transfer to a geographic location greater than thirty-two (32) kms from the Employee's work place requires consent of the Employee.

### **8.02 Filling Positions**

- (a) In filling positions, internal applicants will be considered before external applicants.
- (b) In filling positions, all applicants will be assessed on the basis of qualifications, ability and suitability. Where, in the opinion of the Employer, the qualifications, ability and suitability are relatively equal, service shall be the deciding factor.

### **8.03 Trial Period**

- (a) An Employee who is the successful applicant for promotion to a new or vacant position shall be given a trial period for four hundred fifty-five (455) hours in the new position

- (b) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, she/he shall be returned to her/his former or a similar position and salary without loss of service or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her/his same or similar position and salary without loss of service or other benefits. After the successful completion of the trial period, the promotion or transfer shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.

## **ARTICLE 9 - CHECKOFF**

### 9.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees in the Bargaining Unit.

### 9.02 Notification of Deduction

The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.

### 9.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the Employee in accordance with Article 9.01 shall be remitted to the Secretary-Treasurer of the Union within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on her behalf.

### 9.04 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 10 - TIME OFF FOR UNION ACTIVITY**

### 10.01 Notification

The Union shall notify the Employer of the names of its local Stewards and the Employer shall submit a list of Supervisors to the NSGEU.

#### 10.02 Leave of Absence for Union Business

With reasonable notice by the Union, and where operational requirements permit, leave of absence with pay shall be granted to Employees designated by the Union to attend to union business. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

#### 10.03 Grievance Meetings

Local Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement which are limited to the processing of complaints or grievances. Permission to leave work during working hours for such purposes must be obtained from the supervisor or Director. Such permission shall not be unreasonably denied.

#### 10.04 Contract Negotiations

With reasonable notice by the Union, leave of absence with pay for Union leave shall be granted to not more than three (3) Employees to attend negotiation sessions with the Employer for a renewal of this agreement. The Union shall reimburse the Employer for all costs of the leave relating to the wages and benefits for the time off.

#### 10.05 Leave of Absence for the Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An Employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of the President.
- (b) An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.
- (c) A leave of absence for a second (2<sup>nd</sup>) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.

- (e) All group insurance benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer, subject to the approval of the Plan Carrier.
- (f) Notwithstanding paragraphs (b) and (c), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of her term of office, the Employee shall be reinstated to the same or equivalent position she held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave and with no loss of seniority for the period of absence.
- (h) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be paid out to the Employee at the time she commences the leave.
- (i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Employee during the period of leave of absence. The Union shall also reimburse to the Employer the Employer's cost of re-certification for Standard First Aid.

## **ARTICLE 11 - HOURS OF WORK**

11.01 The regular hours of work shall be a maximum of thirty-five (35) hours per week, exclusive of meal break.

### 11.02 Modified Work Week

- (a) Where an Employee in a work unit requests to work a modified work week, such request may be approved where, in the opinion of the Director, it is operationally practical.
- (b) The averaging period for a modified work week shall be three (3) weeks.
- (c) Subject to the foregoing, terms and conditions of the modified work week shall be in accordance with Housing Authority Services Personnel Policy Manual (Chapter 37).

- (d) The modified work week program may be terminated by the Director with thirty (30) calendar days notice to the Employee.

### 11.03 Conversion of Hours

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

- annual vacation entitlement
- vacation carry over
- paid holidays
- bereavement leave
- leave for family illness
- leave for emergency
- leave for medical/dental appointments
- sick leave

## **ARTICLE 12 - OVERTIME**

12.01 Overtime, except where an Employee works flex or modified hours, means work authorized by the Employer in excess of thirty-five (35) hours per week or in excess of seven (7) hours per day contiguous with the Employee's regular shift. Subject to operational requirements, the Employer shall make every reasonable effort to allocate overtime work on a fair and equitable basis among readily available and qualified employees and to give employees who are required to work overtime, notice of this requirement when this requirement becomes evident to the immediate supervisor.

12.02 An Employee must work at least twenty (20) minutes beyond his normal shift to be eligible for overtime compensation.

12.03 The overtime rate shall be one and one-half (1.5) times the Employee's regular hourly rate, except where expressly provided otherwise.

### 12.04 Overtime Meal Allowance

An Employee who is required to work a minimum of three (3) hours' overtime following his scheduled hours of work, and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted reasonable time with pay in order that he may take a meal break either at or adjacent to his place of work. Under such

conditions he shall be reimbursed for ten dollars (\$10.00), except where free meals are provided.

#### 12.05 Day of Rest

- (a) An Employee who is required to work overtime on his first scheduled day of rest shall be paid at the overtime rate as provided in Article 12.03.
- (b) An Employee who is required to work overtime on his second or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

#### 12.06 Computation of Overtime

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (1/2 ) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

#### 12.07 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the Employee, and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked. Employees will be permitted to bank time off in lieu of overtime worked to a maximum of thirty-five (35) hours per annum.

#### 12.08 Time Off in Lieu of Overtime

Time off in lieu of overtime shall be used or paid out no later than the end of the fiscal year unless otherwise agreed to by the Employer and Employee.

#### 12.09 Daylight Saving Time

The changing of Daylight Saving Time to Standard Time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing their shift.

#### 12.10 Employees who work less than full-time hours

- (a) Employees who work less than full-time hours will be entitled to overtime compensation in accordance with the collective

agreement when they work in excess of the normal full-time weekly hours.

- (b) Employees who work less than full-time hours who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- (c) Employees who work less than full-time hours who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent shift.
- (d) Where employees who work less than full-time hours are scheduled to work less than the normal days per week of full-time employees in the work unit, straight time rates will be paid up to and including the normal work days in the work week of the full-time employees and overtime rates will be paid for days worked in excess thereof.

## **ARTICLE 13 - INJURY ON DUTY**

### 13.01 Reporting of Injuries

All Employees shall be covered by Workers' Compensation.

### 13.02 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 duties, the Employer shall grant to the Employee leave 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 Workers Compensation pay to eighty-five percent (85%) of net average earnings, as provided for in Section 48 of the *Workers' Compensation Act*.

### 13.03 Alternate Medical Practitioner

The Employer may require the Employee be examined by a medical practitioner.

## ARTICLE 14 - VACATIONS

### 14.01 Annual Vacation Entitlement

- (a) An Employee shall earn annual vacation with pay in accordance with the following:
  - (i) each year during his/her first sixty (60) months of service at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each month of service; three (3) weeks during first five (5) years of service.
  - (ii) each year after sixty (60) months of service at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) days for each month of service; four (4) weeks after five (5) years of service.
  - (iii) each year after one-hundred and eighty(180) months of service at the rate of two and one twelfth ( $2 \frac{1}{12}$ ) days for each month of service; five (5) weeks after fifteen (15) years of service.
  - (iv) each year after two hundred eighty-eight (288) months of service at the rate of two and one-half ( $2 \frac{1}{2}$ ) days for each month of service; six (6) weeks after twenty-four (24) years of service.

### 14.02 Vacation Year

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

### 14.03 Authorization

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

- 14.04 (a) Employees shall advise the Employer by April 15 of preference for summer vacation and such vacation request shall be granted, subject to operational requirements.
- (b) Where two (2) or more Employees request the same vacation period, preference shall be given based on length of service.
- (c) The Employer shall post the approved vacation schedule no later than May 15th.

- (d) After the vacation schedule is posted, if operational requirements permit additional Employees to be on vacation leave, such leave shall be offered to Employees on a work unit by length of service.
- (e) By mutual agreement between the Employer and Employee, vacation days may be granted at times other than scheduled in accordance with this Article. When more than one Employee wishes to take vacation under this paragraph, such vacation shall be offered to Employees on a work unit by length of service.
- (f) Outside the summer period vacation shall be granted on a “first come first serve” basis on a work unit.

#### 14.05 Vacation Carry Over

Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over vacation 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. An employee who is unable to take earned vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused earned vacation into the subsequent year.

For greater clarity an employee is not considered to be earning vacation credit while in receipt of WCB replacement earnings, long term disability, or other unpaid leaves including parental leave.

#### 14.06 Accumulative Vacation Carry-Over

In addition to the vacation carry-over, an Employee may be granted permission to accumulate (bank) up to five (5) days of his/her vacation each year. The maximum number of days that may be accumulated is twenty (20).

#### 14.07 Vacation Advance

An Employee who has been employed by the Employer for five (5) years or more and has used all his/her vacation credits may be granted, if operational requirements permit, an advance of five (5) days vacation from his/her entitlement for the following year.

#### 14.08 Employee Compensation Upon Separation

An Employee, upon his separation, shall be compensated for vacation leave to which she has earned.

#### 14.09 Employer Compensation Upon Separation

An Employee, upon his separation, shall compensate the Employer for vacation which was taken but which he had not earned.

#### 14.10 Vacation Credits Upon Death

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

#### 14.11 Vacation Records

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

#### 14.12 Recall from Vacation

The Employer will make every reasonable effort not to recall an Employee to duty after she has proceeded on vacation leave.

#### 14.13 Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, an Employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, subject to the provisions of Article 24, that he/she incurs:

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

#### 14.14 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Article 14.13, 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.

## **ARTICLE 15 - HOLIDAYS**

### **15.01 Paid Holidays**

The holidays for Employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon

### **15.02 Exception**

Article 15.01 does not apply to an Employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

### **15.03 Holiday Falling on a Day of Rest**

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

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

### **15.04 Holiday Coinciding with Paid Leave**

Where a day that is a designated holiday for an Employee as defined in Article 15.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

15.05 An Employee shall be paid at double (2x) the Employee's regular rate for time worked on a paid holiday outlined in Article 15.01, in addition to being paid for the holiday.

## **ARTICLE 16 - SPECIAL LEAVE**

### 16.01 Bereavement Leave

- (a) In the event of a death in the immediate family, every Employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as the Employee's father, mother, step-parents, brother, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the Employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, ward of the Employee, grandparent or grandchild of the Employee, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides.

Notwithstanding the foregoing, an Employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.

- (b) In the event of a death of the Employee's brother-in-law, sister-in-law, foster parent, aunt, uncle, niece, nephew or grandparent of the spouse of the Employee, the Employee is entitled to special leave with pay up to a maximum of one (1) day and may be granted up to two (2) additional days with pay for travel, assuming those travel days are not scheduled days of rest.
- (c) If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

### 16.02 Court Leave

- (a) Leave of absence with pay shall be given to every Employee who is required to serve on a jury, or is required by subpoena or summons to attend as a witness to any proceeding authorized to compel attendance.
- (b) Where an Employee is required to serve as a result of functions he/she fulfills on behalf of the Employer, on a day other than a

regularly scheduled workday, the time spent shall be considered time worked.

- (c) The Employer shall maintain the Employee's regular rate of pay, except in the case of jury duty where the Employer may deduct an amount equal to that which the Employee receives for such jury duty, excluding payment for traveling, meals and other expenses.

#### 16.03 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, parent, brother, sister, aunt, uncle – whether or not living with the employee and any other relative residing with the Employee or with whom the Employee permanently resides, who requires the presence of the employee, the Employee may be granted, after notifying his/her supervisor, leave with pay up to a maximum of five (5) days per annum. The Supervisor may require proof of the need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

In the case of preventative medical and dental care for an employee's spouse, child, parent, whether or not living with the employee, or other relative of the employee who, while not listed here, permanently resides with the employee, and where the presence of the employee is required, the employee may be granted, after notifying his/her supervisor, approval to access family illness leave credits. The Supervisor may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

#### 16.04 Pregnancy Leave

- (a) An Employee who becomes pregnant, shall, upon request, be granted an unpaid leave of absence of up to seventeen (17) weeks as provided herein.
- (b) No later than the fifth (5) month of pregnancy, the Employee shall submit a written request for pregnancy leave to the Employer.
- (c) Prior to approving the leave, the Employer may request, and the Employee shall then provide, a certificate from a medical practitioner stating the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall commence on a date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines, and not later than the date of the delivery.

- (e) Pregnancy leave shall end on a date not sooner than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
- (f) The Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave.
- (h) Leave for illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave may be granted in accordance with Article 18 Sick Leave.
- (i) While an Employee is on pregnancy leave the Employer shall maintain coverage for medical, extended health, group life and any other benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (j) While on pregnancy leave, an Employee shall continue to accrue and accumulate service credits for the duration of her leave, and her service shall be deemed to be continuous; however, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits.

#### 16.05 Pregnancy Leave Allowance

- (a) An Employee, entitled to pregnancy leave under the provisions noted above, who provides the Employer with proof under the provisions noted above, 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 Employment Benefit (SEB) plan.
- (b) With respect to the period of pregnancy leave, payments made according to the SEB 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 of the two (2) week waiting period, less any other earnings received by the Employee during the benefit period;
  - ii. up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly EI benefits the Employee is eligible to receive and ninety-three percent (93 %) of her weekly rate of pay.

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) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB Plan will be adjusted accordingly.

#### 16.06 Parental 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 birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) Upon request, the Employee shall provide such proof as is reasonably necessary to establish the entitlement.
- (c) For an Employee who has taken pregnancy leave pursuant to Article 16.04 and the Employee's newborn child or children arrive in the Employee's home during the pregnancy leave, Parental Leave:
  - (i) Shall begin immediately upon completion of the pregnancy leave and without the Employee returning to work; and
  - (ii) Shall end not later than thirty-five (35) weeks after the parental leave began, as determined by the Employee and subject to notice requirements.
- (d) While an Employee is on parental leave, the Employer shall maintain coverage of 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.
- (e) While on parental leave, an Employee shall continue to accrue and accumulate service credits for the duration of his/her leave, and his/her service shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the purpose of calculating vacation leave credits.
- (f) If both parents are eligible for such leave as Employees the provisions of the Section shall only be available to one (1) of those Employees.

- (g) For an Employee other than one to whom Article 16.06 applies, Parental Leave shall begin on a date coinciding with or after the birth of the child or children; and 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.
- (h) Where an Employee reports for work upon the expiration of the period referred to in Article 16.06 (c) or 16.06 (g), the Employee shall resume work in the same position she/he held prior to the commencement of the parental leave.

#### 16.07 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.
- (b) The Employer shall require an Employee who requests Adoption leave to submit a certificate to the Employer from 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 as Employees, the provisions of this Article shall only be available to one (1) of those Employees.
- (e) Where an Employee reports for work upon the expiration of the period referred to in this Article, the Employee shall resume work in the same position the Employee held prior to the commencement of the Adoption Leave, with no loss of service or benefits accrued to the commencement of the Adoption Leave.
- (f) While an Employee is on Adoption Leave, the Employer shall maintain coverage of 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 credits for the duration of the leave, and the Employee's service 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.

#### 16.08 Parental and Adoption Leave Allowance

- (a) An Employee entitled to Parental or 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 Employment Benefit (SEB) Plan.
- (b) In respect to the period of Parental or Adoption Leave, payments made according to the SEB 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 benefits period;
  - ii) up to a maximum of ten (10) 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 Parental or Adoption Leave.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the SEB 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 (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

#### 16.09 Emergency Leave

An Employee shall be granted a leave of absence with pay of up to two (2) days for a critical condition which requires his/her personal attention resulting from an emergency and which cannot be serviced by others or attended to by the Employee during off hours.

#### 16.10 Medical and Dental Appointments

Employees may be granted paid leave of absence up to four (4) days per annum, to be debited against sick leave credits, in order to engage in personal preventive medical and dental care, and subject to the following criteria:

- a) The Employee should arrange medical and dental appointments outside normal working hours, if possible.
- b) The Employee should request approval for the time off as far in advance as possible so that staff adjustments can be arranged when necessary.
- c) If an Employee requests excessive time off for medical or dental appointments, proof of attendance at the physician's or dentist's office may be required.

Time taken will be recorded on Employee timesheets and entered into the SAP system.

#### 16.11 Storm Conditions

- (a) Time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the regular day must be:
  - i) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or,
  - ii) charged to the Employee's accumulated vacation, accumulated holiday time, or accumulated overtime or

- iii) otherwise deemed to be leave without pay.
  - iv) Notwithstanding Article 16.11 (a), i), and ii) and iii), reasonable lateness beyond the beginning of an Employee's regular day starting time shall not be subject to the provisions of Article 16.11 a), i), ii) and iii), where reasonable effort has been made by the Employee to arrive at his/her work station at the scheduled time.
- (b) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, and in circumstances where it can be accommodated within operational requirements, determine it appropriate to allow Employees to leave work prior to the end of their regular day, and any time missed from the day in such circumstances will not be subject to the provisions of Article 16.11 a), i), ii) and iii).
  - (c) No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

#### 16.12 Leave for Public Office

When an Employee is granted time off work as a result of election activity such time off will be without pay and will be for a maximum of two (2) years.

#### 16.13 Prepaid Leave

- (a) The Prepaid Leave Plan affords Employees the opportunity of taking a year leave of absence financed through salary deferral.
- (b) All permanent Employees are eligible for the program; however, the scheduling of the leave and whether or not the vacant position is to be temporarily refilled must be undertaken with the issues of service to the public and maintaining financial restraint as criteria.
- (c) An application for participation in the Plan is to be filed with the Employee's supervisor at least (4) months prior to the beginning of the pay period when the Plan is to commence.
- (d) The leave period is not to exceed one (1) year. At the commencement of the Plan, the Employee will be paid a reduced salary, and the remaining percentage of salary and applicable

interest will be accumulated and used to finance leave. The maximum length of the deferral period is six (6) years and the maximum amount of salary that may be deferred is 1/3 (33 1/3%). When received, the deferred amounts are subject to income taxes, Canada Pension and Employment Insurance.

- (e) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the deferred account. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month.
- (f) During the period of salary deferral, i.e. before the leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had he/she not been enrolled in the Plan. While the Employee is on leave, he/she is responsible to pay the full cost of all such benefits and these benefits shall be based on the salary the Employee would have received in the year prior to the leave had he/she not been enrolled in the Plan. Vacation credits will not be earned during the leave and sick leave is not available during this period.
- (g) In extraordinary circumstances, the Employee may withdraw from the Plan by submitting a written request. In the event of withdrawal or termination, the Employees shall be paid a lump sum including accrued interest.
- (h) If the Employee is "laid off" during the deferral period, he/she shall be required to withdraw from the plan. Should the Employee die while participating in the Plan, the balance of monies owing shall be paid to the Estate.
- (i) If, during the Plan, the Employee's position is terminated, he/she shall be eligible for severance pay as outlined in Article 27.06.
- (j) The Employer shall enter into a written agreement with the Employee at the commencement of the Plan, although the percentage of salary deferred and the period of leave may be amended by mutual agreement.

#### 16.14 Compassionate Leave

- (a) Employees employed for more than three (3) months are able to take up to eight (8) weeks unpaid leave to care for a seriously ill family member, who has a high risk of dying within twenty-six (26) weeks.
- (b) A family member is:
  - I. Spouse, common-law partner, or domestic partner of the Employee
  - II. Child or parent of the Employee
  - III. Child of the Employee's spouse, common-law partner or domestic partner
  - IV. Spouse or common-law partner of the parent of the Employee (e.g. Employee's step-mother)
  - V. Any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition.
- (c) Employees' jobs are protected while on this leave.
- (d) Employees have to provide a medical certificate from a medical professional saying that their family member fits the above description.
- (b) Employees can choose to maintain a benefit plan, offered by the Employer, while on the leave.

#### 16.15 Leave for Birth of Child / or Adoption

- (a) 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) regular work day. This leave may be divided into two (2) periods and taken on separate days.
- (b) An Employee shall be granted one (1) regular work day with pay for the purpose of adoption of a child. This leave may be divided into two (2) periods and granted on separate days. If both parents are eligible for such leave as an Employee, the amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) regular work day.

#### 16.16 Volunteer Firefighters

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an Employee who is a member of a volunteer fire department when an Employee is called out by the Fire Department in response to an emergency.

#### 16.17 Special Leave

The Employer, in any one year, may grant to an employee:

- (a) special leave without pay, for such a period as it deems circumstances warrant;
- (b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

### **ARTICLE 17 - GROUP INSURANCE & PENSION PLANS**

17.01 Each Employee shall, as a condition of employment, participate in the Employer's basic life, accidental death & dismemberment, long-term disability, health and dental plans, except as expressly provided otherwise in the plan policies.

17.02 The Employer and Employee shall cost share the group insurance plans on a 65/35 basis respectively, except for basic life insurance which shall be paid fully by the Employee.

#### 17.03 Pension

Employees shall participate in the Employer's Registered Pension Plan.

### **ARTICLE 18 - SICK LEAVE**

#### 18.01 Sick Leave General Illness

An Employee unable to work due to illness or injury for a period not exceeding three (3) consecutive days may be granted general illness leave with pay. The maximum number of days that may be approved is eighteen (18) days per year (April 1 to March 31). Sick days are not cumulative.

18.02 An Employee who is unable to perform his/her duties due to illness or injury for a period exceeding three (3) days may be granted leave of

absence at full or partial pay for each incidence of short-term illness in accordance with the following formula:

<u>Length of Service</u>	<u>Benefit</u>
Less than 12 months service	20 workdays @ 100% of normal salary 80 workdays @ 75% of normal salary
12 months service or greater	40 workdays @ 100% of normal salary 60 workdays @ 75% of normal salary

- 18.03 Where an incidence of short-term illness continues from one (1) year of employment to the following year of employment, the Employee's benefit entitlement for that incidence of short-term illness leave shall be payable in accordance with the provisions of Article 18.02 during the length of service period in which the short-term illness commenced.
- 18.04 An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury shall be considered to be within the original short-term leave period defined in Article 18.02.
- 18.05 An Employee who returns to work after a period of short-term illness leave and after working thirty (30) consecutive working days, again becomes unable to work because of the same illness or injury, shall be considered to be in a new illness leave period and entitled to the full benefits defined in Article 18.02.
- 18.06 An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive workdays becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence shall be considered to be in a new illness leave period and entitled to the full benefits.
- 18.07 An Employee who has returned to work on a trial basis and becomes unable to work again shall be considered to be within the original short-term leave period as defined above.
- 18.08 Proof of Illness
- The Employer may require an Employee to provide a certificate acceptable to the Employer from a legally qualified medical practitioner covering any period of absence for which sick leave is claimed. If the Employee is unable to provide the certificate, then the value of the lost time will be deducted from the Employee's pay.
- 18.09 In the event that the Employer has reason to believe that an Employee is

misusing sick leave privileges, a standing directive may be issued requiring that Employee to submit a medical certificate covering every period of sick leave.

18.10 It is acceptable for the Employer, when it deems necessary, to request that the Employee visit a qualified medical practitioner for a second opinion as to his/her inability to work.

#### 18.11 Proof of Return to Work

Where the Employer has reason to believe that the Employee may not be able to perform the duties associated with his/her position when returning to work after illness, it may request that the Employee obtain a certificate from a qualified medical practitioner confirming his/her ability to return to work.

#### 18.12 Sick Leave While on Vacation

If an Employee becomes ill for a period of three (3) or more consecutive working days while on vacation and if the illness is supported by a certificate acceptable to the Employer from a qualified medical practitioner, the Employee shall be granted sick leave for that period. If sick leave is granted in these circumstances, the Employee's vacation is credited to the extent of the sick leave.

#### 18.13 Ongoing Therapy

Employees who are participating in a scheduled ongoing series of medically required treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of Short Term Illness Leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

#### 18.14 Employer Approval

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

#### 18.15 Employee Assistance Program

The Employer agrees to continue to provide at least the same level of service through the Employee Assistance Program as provided on the signing date of this agreement.

### **ARTICLE 19 - EMPLOYEE FILES AND PERFORMANCE REVIEW**

#### 19.01 Access To File

The Employer shall keep an Official Employment File of every Employee in its employ. The Official Employment File shall be available to the Employee for viewing during regular business hours at the office with reasonable notice.

#### 19.02 Confidentiality

The contents of an Employee's Official Employment File shall be treated with the strictest confidence.

#### 19.03 Employee Performance Review

The Employee shall be given an opportunity to discuss the performance review and make written comments. The Employee shall be entitled to a minimum of two (2) working days to consider the performance review document before making written comments. The Employee and Employer shall jointly sign the review document confirming that the information has been reviewed and discussed. The Employee shall receive a signed copy of the document.

#### 19.04 Records Deemed Removed

Where written documentation of disciplinary action exists in an Employee's file and where formal disciplinary action has not occurred for a period of twenty-four (24) months of work following the date of the written documentation, that documentation shall be removed from the Employee's file.

## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

### **20.01 Union Representation**

The employer will advise an employee that he/she has the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of being advised of a suspension without pay or discharge. Should the Union be unavailable, the employer may proceed with the suspension or discharge meeting in the Union's absence.

### **20.02 Just Cause**

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

### **20.03 Notification**

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

### **20.04 Grievances**

Where an Employee alleges that he has been disciplined, suspended or discharged in violation of Article 20.01, he may within ten (10) working days of the date on which he was notified in writing or within twenty (20) days of the date of his discipline, suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Arbitration, and for the purpose of a grievance alleging violation of Article 20.01, he shall lodge his grievance at Step Two of the grievance procedure and the provisions of Article 22 shall apply.

### **20.05 Reinstatement**

Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Article 20.01 and where the Employee is reinstated in his former position the reinstatement shall be without loss of service or any other benefit which would have accrued to him if he had not been suspended or discharged.

## **ARTICLE 21 - NOTICE OF RESIGNATION**

### **21.01 Notice of Resignation**

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

### **21.02 Failure to Give Notice**

An Employee who fails to give notice required by Article 21.01, shall be struck from the payroll effective the day he absents himself without leave, and shall have deducted from monies owed him by the Employer, a sum equivalent to the salary payable to him for the period of notice which he failed to work.

### **21.03 Absence Without Permission**

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

### **21.04 Withdrawal of Resignation**

An Employee, who has terminated her employment through resignation, may withdraw her resignation within five (5) working days of the time it was submitted to the Employer pursuant to Article 21.01.

## **ARTICLE 22 - GRIEVANCE AND ARBITRATION**

22.01 An Employee who considers her/himself aggrieved by an action of the Employer, should first discuss the matter with her/his immediate supervisor. Failing satisfactory settlement of the dispute, and with the approval of the union in writing, the matter may be presented as a grievance in accordance with the following:

## 22.02 Grievance Defined

Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. A complaint is not considered a grievance until such time as the specific articles of the collective agreement that are alleged to have been violated are identified on the grievance form.

## 22.03 Grievance Procedure

### STEP ONE:

Where an Employee or the union has a grievance, the Union shall submit the grievance in writing to the Employee's immediate supervisor within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give a response to the grievance within ten (10) working days from the date the grievance was submitted.

### STEP TWO:

If the Employee or the Union is not satisfied with the decision of the immediate Supervisor, the Union shall, within ten (10) working days of receiving the Step One decision of the immediate Supervisor, present the grievance in writing to the Director. The Director shall respond within ten (10) working days after receipt of the grievance.

### STEP THREE:

Failing satisfactory settlement being reached at Step 2, if both parties mutually agree, the grievance shall be submitted to the Department of Labour and Advanced Education, Conciliation Services Section for Grievance Mediation. Time Limits shall be suspended during this process. Any discussions by the parties or recommendations of the Mediator shall be made without prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to expedited arbitration failing a satisfactory resolution to the grievance through mediation.

#### STEP FOUR:

Failing a satisfactory settlement being reached in Step Three, if the Union decides to refer the dispute to arbitration, such referral shall take place within fifteen (15) working days of the decision of the Director in Step Three.

#### 22.04 Right to Union Representative

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

#### 22.05 Days Excluded in Time Limits

In determining the time in which any step under the foregoing proceedings is to be taken, working day shall exclude Saturdays, Sundays and recognized holidays. If advantage of the provisions of Article 22.03 have not been taken within the time limits as specified, the grievance shall be deemed to have been abandoned and cannot be reopened.

#### 22.06 Extension of Time Limits

At the request of either party to this agreement, it may be mutually agreed to extend the time limits specified herein and such agreement shall not be unreasonably denied.

#### 22.07 Policy Grievance

A policy grievance is one where either party disputes the general application or interpretation of this agreement. A policy grievance shall be initiated at Step Two of the grievance procedure. A policy grievance shall not apply in cases of individual grievances and, for greater clarity, no individual remedy shall be available.

#### 22.08 Replies to be in Writing

Replies to grievances shall be in writing at all stages.

#### 22.09 Arbitration

Where a matter is referred to arbitration in accordance with Article 22.03 Step Four, the provisions for arbitration contained in the *Trade Union Act* shall apply. An expedited arbitration procedure shall apply where mutually agreed by the parties.

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

attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.

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

## **ARTICLE 23 – SERVICE**

- 23.01 (a) Service means paid hours from the date of hire to a permanent position.
- (b) Notwithstanding (a) above, an Employee on Pregnancy, Parental or Adoption leave pursuant to Article 16 shall continue to accumulate service during the leave. For the avoidance of doubt, benefits will not accumulate during the foregoing leaves of absence.
  - (c) An Employee on an approved leave of absence without pay of two (2) weeks or less shall continue to accumulate service. If the leave is in excess of two (2) weeks, service shall be retained but will not accumulate during the leave period.
  - (d) An Employee on unpaid leave of absence resulting from sickness or disability shall retain service for a period up to twenty-four (24)

months but service shall not accumulate during the period of leave. If at the conclusion of the twenty-four month period the prognosis is that the Employee will be unable to return to work, service will be lost pursuant to Article 23.02.

#### 23.02 Loss of Service

An Employee shall lose service credits and his/her employment will be terminated for any of the following reasons:

- (a) Resignation, and the resignation has not been revoked by the Employee within five (5) working days of the Employer having been notified of the resignation.
- (b) Layoff which lasts more than twelve (12) consecutive months.
- (c) Being recalled to work and failing to return to the service of the Employer within fourteen (14) calendar days of notice of recall.
- (d) Being absent from work for ten (10) consecutive days without notifying the Employer, unless there are extenuating circumstances beyond the Employee's control which prevented the notification.
- (e) Discharge
- (f) Leave of absence without pay in excess of the allowable period set out in Article 23.01 (d).

### **ARTICLE 24 - TRAVEL REGULATIONS**

#### 24.01 Mileage Allowance

Effective April 1, 2010, 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 following rates:

0 – 16,000 km	38.13 cents/km
Over 16, 000 km	33.64 cents/km

An employee may opt to receive a monthly car allowance in accordance with the following:

\$296.37 + 21.87 cents/km

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

#### 24.02 Other Expenses

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

24.03 Subject to Article 24.02, an Employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

Breakfast      \$6.00 per day may be claimed when the Employee has been traveling on the Employer's business for more than one hour before the recognized time for the start of the day's work.

Lunch            \$12.00 per day

Dinner          \$20.00 per day may be claimed when the Employee is not expected to return to his/her residence before 6:30 pm

#### 24.04 Private Accommodation

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

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

## **ARTICLE 25 - PAY PROVISIONS**

### 25.01 Rates of Pay

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

### 25.02 Rate of Pay Upon Appointment

Subject to Article 25.03, the rate of compensation of the person upon appointment to a position shall be the minimum rate prescribed for the class to which he is appointed.

### 25.03 Exception

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

### 25.04 Rate of Pay Upon Promotion

Subject to Article 25.05, the rate of compensation of a person upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the Employee before the promotion.

### 25.05 Exception

The rate of compensation of an Employee upon promotion to a position may be at a rate higher than that prescribed in Article 25.04 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified person to the position.

### 25.06 Rate of Pay Upon Demotion

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

#### 25.07 Anniversary Date

The anniversary date of an Employee shall be the day of the month in which employment begins. The anniversary date will only change to another day if:

- (a) the Employee is reclassified, at which time the date of the reclassification becomes his 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 this Agreement.

#### 25.08 Rate of Pay Upon Reclassification

Where an Employee is recommended for a reclassification which falls on his anniversary date the Employee's salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and an increment is available in his present pay range, and on the same date his salary shall be adjusted upward to comply with the provisions of Articles 25.04 and 25.05.

#### 25.09 Salary Increments

The Employer may grant an increment for meritorious service after an Employee has served for a period of twelve (12) months following the day established in Article 25.07 or twelve (12) months following the date of a change in his rate of compensation as established in Articles 25.04, 25.05, or 25.06.

#### 25.10 Granting of Withheld Increment

When an increase provided for in Article 25.09 is withheld, the increase may be granted at any time after the increase was withheld.

#### 25.11 Acting Pay

- (a) Where an Employee is designated to perform the principal duties of a higher paying position for a period in excess of three (3) consecutive days, either because of the temporary absence of the incumbent or because the higher position is vacant and approved for refill, he/she shall receive acting pay, including the three (3) days, equivalent to ten (10%) percent higher than the Employee's existing rate provided that the acting pay shall not exceed the maximum of the higher paying position.

- (b) Contributions to group insurance benefits continue at the Employee's regular rate of pay. Pension benefits are paid on the new rate of pay.
- (c) Acting pay shall not be awarded to an Employee whose position description normally requires periodic substitution in a higher position.
- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any Employee among remaining Employees of the work unit where temporary absences occur.

**ARTICLE 26 - PUBLIC SERVICE AWARD**

- 26.01 (a) An 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 Employer's pension plan, 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 26.01 (a) shall be calculated by the formula:

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

26.02 Entitlement

- (a) The entitlement of an Employee to a Public Service Award shall be based on an Employee's total service as defined in Article 1.07.
- (b) An Employee who receives severance pay in accordance with the provisions of Article 27 is not entitled to a Public Service Award.

26.03 Death Prior to Retirement

Where an Employee dies and she would have been entitled to receive a Public Service Award if she had retired from the Employer immediately before her death, the Public Service Award to which she would have been entitled shall be paid to her beneficiary under the Group Life Insurance Policy or, to her estate if there is no such beneficiary.

#### 26.04 Trustee

Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor in Council, is not capable of managing 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.

#### 26.05 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the Employee was receiving on the date of the termination of her employment.

### **ARTICLE 27 - LAYOFF AND RECALL**

27.01 Layoff shall mean a reduction in the number of Permanent Employees resulting from shortage of work.

27.02 a) In the event of the need for a layoff, an Employee may voluntarily request to be laid off and if such request is granted by the Employer, the Employee shall be entitled to the provisions of Article 27.03 and 27.04. Where there are no voluntary layoffs, Article 27.02 (b) shall apply.

(b) Where ability, experience, qualifications and special skills are equal, as determined by the Employer, Employees shall be laid off in reverse order of service.

#### 27.03 Union Consultation

Where an Employee(s) is to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an Employee(s).

27.04 The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts more than twelve (12) consecutive months.

#### 27.05 Recall Procedure

(a) Employees who are laid off shall be placed on a recall list.

(b) A laid off Employee shall be recalled in accordance with the criteria set out in Article 27.02 (b).

- (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)
    - (i) An Employee's refusal to accept recall for occasional work or for employment of short duration while he/she is employed elsewhere, shall not constitute loss of service as contemplated by Article 23.02 (c).
    - (ii) A return to work or employment for short duration of fifteen (15) or fewer consecutive working days shall not constitute a break in the recall period and for greater clarity upon completion of the work assignment the recall period shall not be re-started.
    - (iii) A return to work or employment of greater than fifteen (15) consecutive working days shall constitute a break in the recall period and for greater clarity upon completion of the work assignment the recall period shall be re-started.
  - (e) No Employee shall be hired to fill a vacant position where an Employee on the recall list has the required ability, experience, qualifications and special skills for the position.
- 27.06 (a) At the end of the twelve (12) month recall period, or at any earlier time if an Employee who is in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the Employee shall be granted severance pay equal to four (4) weeks pay for every year of service to a maximum of fifty-two (52) weeks pay and for a minimum of four (4) weeks pay. Where there is a partial year of service, the severance pay will be pro-rated accordingly.
- (b) The amount of severance pay shall be calculated by the formula:
- $$\text{bi-weekly rate} \times \frac{26}{12} = \text{one month}$$
- (c) The entitlement of an Employee to severance pay shall be based on an Employee's total service as defined in Article 1.07.

## 27.07 Notice of Layoff

Where possible, the Employer shall notify Employees who are to be laid off twenty (20) working days prior to the effective date of layoff; but in no event shall the layoff be less than ten (10) working days. Subject to the foregoing, the Employee shall be paid for those days for which work was not made available, but for which the Employee was scheduled to work.

## **ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

### 28.01 Occupational Health and Safety Act

The Parties agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c7 (hereinafter referred to as “the Act”).

### 28.02 Joint Occupational Health and Safety Committee

- (a) The Employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the Union and the Employer in accordance with the Act.
- (b) The Joint Committee will meet and establish its own rules of procedure in accordance with the Act.
- (c) The Joint Committee’s responsibilities will include performing any duties required by the *Occupational Health and Safety Act*, or as the Union and Employer may mutually agree from time to time to assign to the committee.
- (d) An Employee who is a member of the committee is entitled to time off from work with pay and shall be reimbursed expenses incurred, as is necessary to attend meetings of the Committee, to take any training prescribed by the *Occupational Health and Safety Act* and regulations, and to carry out the Employee’s functions as a member of the Committee.

### 28.03 First-Aid and CPR Training

In the interests of the occupational safety and health of Employees, the Employer will maintain a program of first-aid and CPR training and WHMIS training.

**ARTICLE 29 – TERM OF AGREEMENT**

29.01 This agreement shall be effective from April 1, 2010 to March 31, 2012. After March 31, 2012, this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiration of the Agreement.

29.02 No Retroactivity Except for Wages

It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages and mileage allowance. . Retroactive wages will be paid within six (6) weeks of the date of signing this agreement. A statement detailing the calculation of each Employee’s retroactive wages shall be provided upon request.

SIGNED at Halifax, Nova Scotia, this 13<sup>th</sup> day of December 2011.

EASTERN MAINLAND HOUSING  
AUTHORITY

NOVA SCOTIA GOVERNMENT  
& GENERAL EMPLOYEES UNION

Robert Wood, Deputy Minister  
Department of Community Services

Joan Jessome, President, NSGEU

Nadine Frazer-Bate, Director

Grant Vaughan, ERO/Negotiator

Alexandra Smith, Negotiator

Dawn L. Bruce, Bargaining  
Committee Member

Sheryl Walker HR Manager

Kathy L. Pettipas, Bargaining  
Committee Member

**SCHEDULE "A" – Wage Rates**

<b><u>Position Title (Classification)</u></b>		<b><u>STEP</u></b>				
		<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>Accounts Payable Clerk</b>	<b>April 1, 2009</b>	\$ 17.40	\$ 17.72	\$ 18.15	\$ 18.58	\$ 19.17
<b>Maintenance Clerk</b>	<b>April 1, 2010</b>	\$ 17.57	\$ 17.90	\$ 18.33	\$ 18.77	\$ 19.36
<b>Administrative Clerk</b>	<b>April 1, 2011</b>	\$ 17.75	\$ 18.08	\$ 18.51	\$ 18.96	\$ 19.55
<b>Income Review Clerk</b>	<b>April 1, 2009</b>	\$ 19.15	\$ 19.72	\$ 20.30	\$ 20.87	\$ 21.43
<b>Payroll/Accounts Payable</b>	<b>April 1, 2010</b>	\$ 19.34	\$ 19.92	\$ 20.50	\$ 21.08	\$ 21.64
	<b>April 1, 2011</b>	\$ 19.53	\$ 20.12	\$ 20.71	\$ 21.29	\$ 21.86
<b>Collector</b>	<b>April 1, 2009</b>	\$ 22.99	\$ 23.94	\$ 24.90	\$ 25.86	\$ 26.96
	<b>April 1, 2010</b>	\$ 23.22	\$ 24.18	\$ 25.15	\$ 26.12	\$ 27.23
	<b>April 1, 2011</b>	\$ 23.45	\$ 24.43	\$ 25.40	\$ 26.38	\$ 27.50

## **SCHEDULE “B”**

### **TERM EMPLOYEES**

Notwithstanding the term “Employee” as used in this agreement, Term Employees shall be covered by only the following articles or sub-articles of the collective agreement:

- Article 1      Definitions, in its entirety
- Article 2      Recognition, in its entirety
- Article 3      Joint Consultation, in its entirety
- Article 4      Management Rights, in its entirety
- Article 5      Strikes and Lockouts, in its entirety
- Article 6      Information, in its entirety
- Article 8      Job Posting- 8.01& 8.02 A temporary vacancy pursuant to Article 1.09 shall be posted in accordance with Article 8.01 and 8.02 of the Collective Agreement.
- Article 9      Check Off, in its entirety
- Article 10     Union Activity, in its entirety
- Article 11     Hours of Work, in its entirety
- Article 12     Overtime, in its entirety
- Article 13     Injury on Duty, in its entirety
- Article 14     Vacations- the Term Employee shall receive vacation pay equivalent to four percent (4%) of the Employee’s earnings.
- Article 15     Holidays, in its entirety
- Article 16     Special Leave
  - 16.01 Bereavement Leave, in its entirety
  - 16.02 Court Leave, in its entirety
  - 16.03 Leave for Family Illness (prorated based on length of term position)
  - 16.09 Emergency Leave

16.10 Medical and Dental Appointments, in its entirety, except the term Employee's leave of absence shall be up to four (4) days per annum prorated based on the length of the term position.

16.11 Storm Conditions, in its entirety

16.15 Leave for Birth of Child / Adoption, in its entirety

16.16 Volunteer Fire

16.17 Special Leave other

Article 18 Sick Leave

18.01 The term Employee shall accumulate one (1.5) sick day per month in order to provide the Employee with paid sick leave in the event the Employee is unable to work due to illness or injury while the Employee is employed in the term position.

Article 19 Employee Files and Performance Review, in its entirety

Article 20 Discipline and Discharge-The Employer may terminate an Employee at any time by providing ten (10) days written notice or pay in lieu thereof.

Article 22 Grievance and Arbitration, in its entirety

Article 24 Travel, in its entirety

Article 25 Pay Provisions

Article 28 Occupational Health and Safety, in its entirety

Article 29 Term of Agreement, in its entirety

## **MEMORANDUM OF UNDERSTANDING #1 – BARGAINING UNIT MEMBERS**

Following is a complete list of bargaining unit members as at the signing date of this collective agreement, their service date and each Employee's classification.

**\*\*List omitted for privacy purposes**

## **LETTER OF AGREEMENT # 1 BENEFITS**

### Phase 1

The parties agree to form a joint committee of Employer and Union representatives to discuss potential changes to the bargaining unit employees' health, dental, and pension plans.

### Phase 2

The Employer agrees to form a committee of Employer and NSGEU representatives to review the report of an external benefits consultant who will be retained to conduct a market survey of the coverage and insurers' services provided for under the current plans, inclusive of any changes agreed upon in Phase 1.

The external consultant will be selected by mutual agreement of the Employer and the Union. Should the parties be unable to reach agreement on an external consultant, the joint review process will come to an end.

The parties agree that all costs associated with the market survey will be charged to the plan.

Upon considering the recommendations and findings of the external consultants, the parties will endeavour to agree upon the selection of the insurer(s) for the plans. The parties agree that any change in carrier or benefits levels cannot result in an increase in the cost of the plan for the employer. The Union agrees, on a without prejudice basis, that should the parties be unable to agree to the selection of an insurer, the Employer, as policyholder, shall make the final determination.

SIGNED at Halifax, Nova Scotia, this 13<sup>th</sup> day of December, 2011.

EASTERN MAINLAND HOUSING  
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