

# **COLLECTIVE AGREEMENT**

between  
The Pictou County Shared Services Authority (the “Employer”)  
and  
The Nova Scotia Government and General Employees Union,  
Local 60A (the “Union”)

(Expiry Date: March 31, 2013)

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## **COLLECTIVE AGREEMENT**

between

The Pictou County Shared Services Authority (the “Employer”)

and

The Nova Scotia Government and General Employees Union (the “Union”)

### **PREAMBLE**

The parties to this Agreement recognize that:

- (i) a common object of the Employer and its Employees is the rendering of the highest standard of services possible to the residents and businesses of Pictou County within the bounds of resources available;
- (ii) a relationship of goodwill, respect and dignity is essential between the Employer, the Employees, and the residents of the community; and
- (iii) the purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and an amicable method of settling differences regarding the same, which may from time to time arise, negotiated by the Employer and the Union for Employees in the bargaining unit.

### **ARTICLE 1 - DEFINITIONS**

- 1.01 "Agreement" means the Collective Agreement between the Pictou County Shared Services Authority and the Nova Scotia Government and General Employees Union.
- 1.02 "Bargaining unit" means the Employees covered by the Certification Order in LRB #6248, issued by the Nova Scotia Labour Relations Board.
- 1.03 “Casual Employee” means one hired on a day-to-day as required basis, or for short term work normally performed by a full-time or part-time employee. Casual Employees will not be continuously employed in one position for more than seventeen (17) weeks, without the consent of the Union. Casual Employees are not covered by this Agreement.
- 1.04 "Employee" means a person employed on a full-time or part-time basis in a regular position within the bargaining unit.
- 1.05 “Employer” means the Pictou County Shared Services Authority, which voluntarily accepts the status as a successor employer with regard to LRB #6248.

- 1.06 "Full-time Employee" means one who occupies a regular position in the bargaining unit and normally works the regular hours of work established in this collective agreement.
- 1.07 "Grant-Paid Employee" means one hired on a short-term basis only to supplement the work of the bargaining unit and paid by a grant provided by an agency other than the Employer for job-creation or educational purposes. Grant-paid employees are not covered by this collective agreement. The hiring of grant-paid employees shall not result in the lay off of bargaining unit employees.
- 1.08 "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on the day of the actual holiday as referred to in article 13.01 of this Agreement.
- 1.09 "Immediate Supervisor" means the Department Manager or designate.
- 1.10 "Local" means the Nova Scotia Government and General Employees Union, Local 60A.
- 1.11 "Part-time Employee" means an Employee who occupies a regular position within the bargaining unit and normally works fewer than the hours of work of a regular full-time Employee. A part-time Employee is a member of the bargaining unit.
- 1.12 "Parties" means the Nova Scotia Government and General Employees Union and the Pictou County Shared Services Authority.
- 1.13 "Probationary Employee" means a person in the bargaining unit who has not completed the probationary period described in article 14.
- 1.14 "Qualifications" means the educational and technical levels required to perform the job requirements.
- 1.15 "Student Employee" means one hired to work during the student's summer break or between-term break to assist full-time, Part-time, or Term Employees or to perform additional, short-term work assignments. Student Employees must be registered as full-time students at recognized post-secondary educational institutions. The hiring of Student Employees shall not result in layoff of bargaining unit Employees. Student Employees are not covered by this Agreement.
- 1.16 "Term Employee" means a person hired for a specific purpose and period of time. A term employee shall not be employed for more than 65 consecutive work weeks. Term Employees are not covered by this Agreement.
- 1.17 "Union" means the Nova Scotia Government and General Employees Union.

- 1.18 "Working Day" means any day exclusive of Saturday and Sunday or holiday recognized in this Agreement.
- 1.19 Throughout this Agreement the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the Pictou County Shared Services Authority and direction of the working forces remain exclusively with the Employer and that the Employer retains all the rights and functions of management that it has by law and without limiting the generality of the foregoing, the Employer, subject to such modification or limitation as appears elsewhere in the Agreement, has the right to:
- (i) maintain order, discipline and efficiency and, accordingly can make, alter and enforce, from time to time, reasonable rules and regulations, and to discipline or discharge Employees for just cause;
  - (ii) select, hire, transfer, assign to shifts, promote, demote, classify, layoff or recall Employees, subject to the terms of this Agreement, and retire Employees in accordance with the terms of the pension plan or benefit plan;
  - (iii) determine the location of operations and their expansion or curtailment; determine the methods, processes and means of operation; establish the number of Employees, the schedule of operations, and the number of shifts of work needed at any time; determine the content of jobs and the qualifications and competence required of Employees to perform the work; direct the workforce and establish work or job assignments; and determine the financial policies, including general accounting procedures; and, introduce and use new and different methods and equipment;
  - (iv) exercise sole and exclusive jurisdiction over all operations, buildings, equipment and Employees; and
  - (v) exercise its residual management rights fully except to the extent that they are specifically modified by this Agreement.
- 2.02 Policies, procedures, rules and regulations of the Employer which are pertinent to the bargaining unit will be made accessible to Employees in written form. When new policies, procedures, rules, or regulations are implemented or amendments are made, the Employer agrees to attempt to discuss these with the Local prior to implementation, but shall retain the right to implement at its sole discretion.
- 2.03 The Employer agrees that management rights will not be exercised in a manner

inconsistent with the express provisions of this Agreement. Nothing in this Article shall, however, deprive an Employee from exercising his or her full rights under the grievance procedure as set out in this Agreement.

- 2.04 The Employer may from time to time use the services of contractors to carry out certain of its activities. However, it is not the intention of the Employer to contract out work for which current Employees are capable to perform, if such contracting out may result in layoff of bargaining unit Employees.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all full-time and regular part-time Employees as defined in LRB #6248 of the Labour Relations Board of Nova Scotia (attached as Appendix "B").
- 3.02 (a) Within sixty (60) days of signing this Agreement the parties shall establish a Management/Employee relations committee, consisting of two (2) representatives of the Local and two (2) representatives of the Employer.
- (b) The Committee shall meet at least twice in each fiscal year, or on other occasions as mutually agreed. An agenda of the items to be discussed will be exchanged at least five (5) working days prior to the meeting.
- (c) Committee meetings shall normally be held during working hours and Employees shall not suffer loss of wages for time spent in committee meetings.
- (d) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including administration of this Agreement. It shall not supersede the activities of any other committee of the Union or of the Employer. It shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions, but it shall not have the power to bind either party to any decisions or conclusions reached in its deliberations.
- (e) The designated recording secretary shall prepare minutes of each meeting as promptly as possible after the meeting. The minutes shall be circulated to Committee members at least five (5) working days before the next meeting. Approval of minutes from the previous meeting shall be a standing item on the agenda for each regular meeting of the Committee.
- 3.03 The Employer agrees to recognize a Negotiating Committee of two (2) Employees and one (1) Staff (NSGEU) Representative to negotiate this Agreement with the Employer, and subsequent renewals of it.

- 3.04 The Employer recognizes the right of the Local to appoint or otherwise select two stewards to assist Employees in the settlement of grievances. The Local shall advise the Employer in writing of the names and addresses of its steward.
- 3.05 A steward may leave his or her regular duties or place of work to assist another Employee, on the Employer's premises, in any step of the grievance procedure, provided prior permission to do so is granted by his or her immediate supervisor. Permission will not unreasonably be withheld. A steward shall not suffer any loss of wages or benefits while reasonably carrying out these duties, but in no event will this include compensation for time beyond the steward's scheduled hours of work. The steward shall report back to the immediate supervisor before resuming normal duties.
- 3.06 A representative of the Union may enter the Employer's premises during normal business hours to discuss specific matters pertaining to this Agreement with the Employer, provided they first arrange a mutually agreeable time.
- 3.07 The Employer agrees that when a new Employee is hired, a representative of the Union shall be permitted to meet with the new Employee without loss of pay to the Employee for up to one (1) hour during working hours and preferably during the orientation process.

#### **ARTICLE 4 - CHECKOFF OF UNION DUES**

- 4.01 Employees occupying positions within the bargaining unit shall be members of the Union.
- 4.02 All Employees occupying positions in the bargaining unit shall complete forms authorizing the Employer to make payroll deductions for Union dues and the Employer agrees to deduct from the pay of each such Employee, an amount specified by the Union in its Constitution, and to remit the deductions monthly to the Secretary-Treasurer of the Union, along with a list of Employees from whom deductions have been made, not later than the fifteenth (15th) day of the month following the month for which the deductions were made. The provincial Secretary Treasurer of the NSGEU or designate shall provide the Employer with appropriate notification of any change in the deductions for Union dues.
- 4.03 The Employer shall deduct Union dues for all members of the bargaining unit commencing the first full pay period after the employee becomes a member of the bargaining unit.
- 4.04 The Employer shall advise the President of the Local of Employees being hired, terminating or resigning when it remits union dues each month.
- 4.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except any claim or liability arising out of an error committed by the Employer.

- 4.06 The Employer shall indicate on each employee's T4 slip the amount that the employee has had deducted under this article.

#### **ARTICLE 5 - DISTRIBUTION OF INFORMATION**

- 5.01 The Employer will provide access to bulletin board space for the posting of Union notices which shall be located so that Employees have access to them.
- 5.02 The Employer shall permit Union communications to be delivered to employees of this bargaining unit throughout the Employer's offices using the electronic and physical delivery systems currently available. Employees will agree to only use the electronic mail system or physically deliver messages or mail during their noon-hours, breaks, or before their workday begins or after their workday has ended.
- 5.03 When an Employee becomes a member of the bargaining unit, the Employer shall introduce the Employee to the steward. The Employee shall be provided a copy of the current Agreement and shall be advised of his/her job classification, employment status, wage rate and deductions for union dues.
- 5.04 The Union shall provide the copies for its members and the Employer shall provide copies for management personnel.

#### **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee covered by this Agreement by reason of age (except in accordance with the terms of the pension plan or benefit plan), race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income or political belief, affiliation or activity, or by reason of membership or activity in the Union, or by reason of any other characteristic covered by the Nova Scotia *Human Rights Act* with respect to discrimination in employment.
- 6.02 The Employer shall make reasonable accommodation for Employees to ensure they are not discriminated against pursuant to this article. The Union and the Employee shall cooperate with such reasonable accommodation.
- 6.03 Without detracting from the existing rights and obligations of the Parties, the Employer and the Union agree to cooperate in encouraging any Employee afflicted with alcohol or drug addiction to undergo a rehabilitation program.

## **ARTICLE 7 - HEALTH AND SAFETY**

7.01 The Employer and the Union recognize the obligation on all Employees and the Employer to ensure full compliance with the *Occupational Health & Safety Act*. All Employees are expected to be familiar with the right to refuse work as set out in the *Act*. Subject to an Employee exercising a legitimate refusal to work under the terms and conditions of the *Occupational Health & Safety Act*, no Employee shall refuse to perform an assigned duty or task simply because such Employee considers that the terms of this Agreement have been violated. In any such instance the Employee shall perform the task and grieve later.

### 7.02 Injury on Duty

An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of her duties to her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 The procedure for handling a grievance is as follows:

### Informal Complaint Resolution

The Employee may discuss the matter complained of with his or her Immediate Supervisor within ten (10) days of the day the event giving rise to the grievance occurred or the Employee became aware of that event. The Employee may have the Steward present. The Immediate Supervisor shall render a decision within five (5) days of discussing the matter with the Employee.

### Step 1

If the reply of the Immediate Supervisor at the informal complaint resolution stage is not acceptable to the Employee, or the informal process was not followed within the timelines specified, then the grievance shall be forwarded to the Immediate Supervisor for a Step 1 review within either ten (10) days of the event giving rise to the difference or dispute, or within five (5) days of the Immediate Supervisor's reply or deemed reply to the informal complaint resolution stage, whichever event occurs last.

The grievance shall be submitted to the Employee's immediate supervisor in writing on an approved grievance form stating the Employee's name, job classification, department, general nature of the grievance, section(s) of the Agreement alleged to have been violated, and settlement requested, and bearing the signatures of the aggrieved Employee and the Steward.

Within ten (10) days of receipt to such formal grievance, the Immediate Supervisor or designate shall reply in writing. If the Employer considers a meeting with the Grievor and Steward would be appropriate, and a meeting is held, the Employer shall have an additional five (5) days before being required to reply in writing.

#### Step 2

If the reply at Step 1 is not satisfactory, the grievance may be forwarded within ten (10) days of receiving that reply to the Chief Operating Officer or designate who will, within ten (10) days, arrange a meeting with the representatives of the Union to discuss the grievance. A maximum of the Grievor, the Steward and a Staff (NSGEU) Representative may be present at the meeting of the Union. The Chief Operating Officer or designate will reply within ten (10) days following the meeting.

#### Step 3

If the reply at Step 2 is not satisfactory, the Union may, within ten (10) days, give written notice that the grievance is being submitted to arbitration.

- 8.02 Time limits may be extended by mutual agreement in writing between the parties. If there is no agreement to extend and, if the Union fails to comply with the time limits, the grievance shall be considered abandoned and the Employer may refuse to further entertain a grievance on the matter in dispute. Similarly, should there be no agreement in writing to extend and the Employer fails to comply with the time limits stipulated, the grievor will be at liberty to proceed, within the required time limits, to the next step. In addition, any step of the grievance procedure may be omitted by the mutual consent in writing of both parties.
- 8.03 Any settlement of a grievance under this procedure shall be final and binding upon the Employer, the Union and the grievor.
- 8.04 Grievances involving discharge, suspension or health and safety issues may bypass Step 1 of the Grievance process.
- 8.05 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to the grievance beginning at Step 2, except that the grievance must be filed within ten (10) days of the occurrence of the event giving rise to the grievance or ten (10) days of the grieving party first learning of that event. The arbitration procedure set out in Article 9 shall also apply. This section shall not apply in cases of individual grievances.

- 8.06 For purposes of this article, "days" shall exclude any Saturday, Sunday or holiday recognized in this Agreement.
- 8.07 Where both the Union and the Employer consider it in the mutual interests of the parties to do so, the parties may refer any unresolved grievance to the mediation services of Nova Scotia Department of Environment and Labour. Any mediated resolution shall require the consent of both parties. The timelines described in the grievance and arbitration procedure shall remain unless both parties agree otherwise in writing.

## **ARTICLE 9 - ARBITRATION**

- 9.01 If the grievance procedure fails to resolve a grievable dispute between the parties and one or other of the parties has referred the matter in dispute to arbitration within ten (10) days of the reply at Step 2 of the grievance procedure, the following arbitration procedure shall apply.
- 9.02 The Union and the Employer shall consult and select an Arbitrator within ten (10) days of receipt of notice of arbitration by either party from the other. Should the parties be unable to agree on the selection of an Arbitrator, a request will forthwith be made by either party to the Minister of Labour and Workforce Development for the Province of Nova Scotia to appoint an Arbitrator.
- 9.03 (a) After an Arbitrator is chosen, unless both parties agree otherwise, the Arbitrator shall convene a hearing within 45 days to hear evidence and argument from both parties with respect to the matter in dispute. The Arbitrator shall render a final and binding decision to the parties within thirty (30) days of completion of evidence and argument.
- (b) Waiving of timelines for the Arbitrator shall require consent of both parties and no party shall unilaterally advise the Minister or the Arbitrator of a willingness to waive that is not supported by the other party. Both the Minister and any proposed Arbitrator shall be advised of such mandatory timelines before the assignment is accepted by the Arbitrator.
- 9.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be amended without consent of both parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement. Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the arbitrator is empowered to order that such loss or part of such loss shall be reimbursed or restored to the Employee(s).
- 9.05 Each party shall share equally in the costs, expenses and fees of the Arbitrator.

9.06 For purposes of this article, "days" shall exclude any Saturday, Sunday or holiday recognized in this Agreement.

## **ARTICLE 10 - HOURS OF WORK AND WAGES**

10.01 The normal workweek for a regular full-time Employee shall be

(i) Thirty-five (35) hours per week divided into five (5) days from Monday to Friday, inclusive with regular work hours scheduled between the hours of 8:00 a.m. and 4:30 p.m., exclusive of meal breaks, or

(ii) Forty (40) hours per week divided into five (5) days from Monday to Friday, inclusive with regular work hours scheduled between 7:30 a.m. and 3:30 p.m. inclusive of meal breaks.

10.02 The regular full-time hours of work do not include a sixty (60) minute unpaid lunch break at, or near, the mid-point of the day. Lunch breaks shall be staggered so that operational coverage is maintained as required by the Employer. An Employee may, with prior permission of his supervisor, reduce his lunch break to thirty (30) minutes and alter his or her start/stop time accordingly.

10.03 (a) Employees working a regular seven (7) hour day shall be entitled to a fifteen (15) minute rest period with pay during the first half of the day and a fifteen (15) minute rest period with pay during the second half of the day. These rest periods shall be scheduled at a time agreed to by the Employee and their Supervisor. All rest periods shall be staggered so as to minimize operational disruption.

(b) All members of the bargaining unit who work less than a regular seven (7) hour day but more than four (4) consecutive hours shall be entitled to a 15 minute rest period with pay, at a time to be agreed upon in advance by the Employer. Such rest periods shall be staggered so as to minimize operational disruption.

10.04 The Employer shall determine individual work schedules. Except where operational requirements do not permit, the Employer will give an affected Employee notice of an intended change of working hours not less than seven (7) calendar days in advance of implementation.

10.05 The Employer shall, where the Employer determines that operational requirements and efficiency of service permit, authorize a flexible working hours schedule. The Employer agrees that the determination shall not be made in an unreasonable manner.

10.06 Any Employee who is required by the Employer to work through the lunch period may

receive the equivalent time off at the end of the day.

- 10.07 Nothing in this Agreement shall be construed as a minimum guarantee of hours of work.
- 10.08 If the Employer's office or other worksite is temporarily closed for reasons of health, security or safety, Employees may be relocated to another place of work or, if necessary, laid off. If lay off occurs it shall be in accordance with article 18.
- 10.09 The Employer's office or other worksite is not normally closed due to inclement weather, but if the Employer determines that closure is necessary, Employees will be advised as promptly as possible. Employees shall not lose wages because of such closure.
- 10.10 In the event of adverse weather, including winter storms, Employees are expected to make every reasonable effort to come to work, except if the Employer closes its Office or other worksite. Employees shall not lose wages if they report for work within two hours of their normal starting time, if they have been delayed due to a winter storm.
- 10.11 Employees shall be paid in accordance with Appendix "A". Advancement from one step to the next shall occur on April 1 of each year and is subject to a satisfactory performance evaluation.
- 10.12 Regular part-time Employees shall have all benefits contained in this Agreement prorated according to the number of hours per day and days per year worked, unless otherwise specifically noted in this Agreement.
- 10.13 If the Employer creates a new classification within the bargaining unit during the term of this collective agreement, the Employer shall, after consultation with the Union, determine in the first instance the rate of pay, job description and other related terms applicable to the new classification, consistent at all times with this Agreement.

#### **ARTICLE 11 - OVERTIME AND ASSIGNMENT OF WORK**

- 11.01 Overtime work shall be preauthorized. All hours which Employees are requested by the Employer to work beyond the normal workday, the normal workweek, or on a holiday shall be considered as overtime. Overtime rates shall apply for the work as follows:
- (i) On a regular work day - time and one-half (1½ ) for all hours worked beyond the normal shift.
  - (ii) On a scheduled day off - time and one-half (1½) for all hours worked.

- (iii) On a Holiday double time (2X) for all hours worked, and an alternate day off with pay in lieu of the holiday at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.
- 11.02 (a) Overtime compensation shall be paid along with regular wages for the pay period in which the overtime occurred. An Employee shall have the option of receiving overtime compensation in the form of time off with pay to be taken at a time mutually agreed to between the Employee and the Employer.
- (b) Unless otherwise stated in this agreement, where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid at the rate in effect when the overtime was worked.
- (c) Where operational requirements permit, the Employer may authorize an extension of time limits provided in (b) above.
- 11.03 Overtime shall first be offered to the Employee who normally does the work that requires the overtime. Except in emergencies, overtime shall be worked on a voluntary basis and be pre-authorized.
- 11.04 An Employee who is required to work a minimum of two (2) hours overtime following his or her scheduled hours of work, and where it is not practical for the employee to get a meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, to take a meal break. The employee may claim a meal allowance in accordance with the terms set out in article 20.02 of this Agreement.
- 11.05 Subject to operational requirements, the Employer shall make every reasonable effort to give Employees who are required to work overtime notice of this requirement when this requirement becomes evident to the immediate supervisor.
- 11.06 An Employee who is called back to work and who reports for work shall be compensated, for a minimum of four (4) hours at a straight time rate for the period worked, or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any Employee who is called back.
- 11.07 Employees at the East River Environmental Control Center (“ERECC”) who provide after hours and weekend coverage shall be compensated at \$145/week and get two days in lieu in the following week. Once the new centrifuge is put in place, an Employee shall receive \$200/week for standby, but no days off. No compensation shall be granted for any part of the period of standby if the Employee is unable to report for duty when

required.

## ARTICLE 12 - VACATION

12.01 Regular full-time employees shall accumulate vacation entitlement as follows:

From start date to December 31	1 day per month, to a maximum of 10 days
1st full calendar year	2 weeks
In 2nd – 7th full calendar years	3 weeks
In 8th – 15th calendar years	4 weeks
In 16th - 25th calendar years	5 weeks
After 25 full calendar years	6 weeks

12.02 This article provides for vacation entitlement to be earned prospectively instead of retroactively. As such, annual vacation can be scheduled anytime within the calendar year. Vacation in the first partial year of employment will be pro-rated accordingly, and follow the calendar year annually after that time. At the time an employee leaves, the difference in vacation taken and earned to that point will be either deducted or added to the final paycheck, as is appropriate in the circumstances.

12.03 Vacation entitlement is earned for time worked and shall be prorated according to time worked in that year. Accordingly, it shall be reduced for any period when an Employee is on unpaid leave of absence, sick leave, maternity leave, adoption leave, parental leave or time receiving workers compensation benefits in excess of 21 working days.

12.04 (a) The Employer shall post a list of Employee vacation entitlements during the first week of February each year. Employees may indicate on the list their preferred vacation dates.

(b) The list shall be removed by March 15th and after careful scrutiny and in some cases, consultation with affected Employees, the Employer will schedule vacations on the basis of seniority and post a final schedule by April 15. Once posted, no changes shall be made to the vacation schedule unless by mutual consent of the Employer and the Union.

12.05 Vacations may be taken in daily or weekly increments. Employees must request their vacation time off in advance and obtain the approval of their Immediate Supervisor before taking vacation. Vacation taken in half-day increments will be permitted subject to the approval of the Immediate Supervisor if it does not hamper the operation of the job function.

12.06 (a) An Employee may, upon written request, and with the consent of the Employer, carry over not more than five (5) vacation days to the following year.

(b) In addition to (a) above, subject to operational requirements and the consent of the Employer, an Employee may carry forward an additional allocation of five (5) days to be used in the immediately following vacation year for a special vacation claim in excess of two (2) consecutive weeks.

- 12.07 An Employee shall not lose vacation pay if the Employer prevents him or her from taking earned vacation time off each year. Unused vacation will be paid out to Employees in their first pay period in April following the vacation year in which the days were not taken.
- 12.08 The Employer will make every reasonable effort not to recall an Employee from vacation.
- 12.09 If an Employee is recalled from vacation, the Employee shall be reimbursed according to the expense policies of the Employer for reasonable expenses incurred in returning to work from the place from which the Employee was recalled and returning to the place from which the Employee was recalled, if such return occurs immediately upon completion of the assignment for which the Employee was recalled. The Employee may, with the approval of the Employer, either extend the vacation period or reschedule at a later, mutually convenient date.
- 12.10 Where an Employee can establish to the satisfaction of the Employer that an injury or illness has occurred before the Employee's vacation starts, which will interfere significantly with the vacation, sick leave may be substituted for some or all of the scheduled vacation period and the vacation days may be rescheduled. The Employer may require a report from a qualified medical practitioner to substantiate the claim for substitution.
- 12.11 An Employee whose employment ceases shall be paid for any outstanding vacation time owing at the time of separation. If an Employee's employment ceases and the employee has taken vacation that he or she has not yet earned, the Employer may deduct that amount from any amounts owing to the Employee.

### **ARTICLE 13 - HOLIDAYS**

- 13.01 The following shall be holidays for full-time Employees:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (first Monday in August)	

and any other day, or part of a day, proclaimed as a holiday by the federal or provincial government and that is applicable in this workplace.

Christmas Eve afternoon (1/2 day December 24th) and New Years Eve afternoon (1/2 day December 31st) will be given to employees if these days fall on a working day and if operational requirements permit.

- 13.02 To be eligible for holiday pay an Employee must have received or been entitled to receive pay for at least fifteen (15) worked days during the thirty (30) calendar days preceding the holiday and have worked, or been absent with acceptable reason, on his scheduled working day immediately preceding and immediately following the holiday.
- 13.03 When a holiday occurs during an Employee's vacation, the Employer shall grant an alternate day off with pay on the working day immediately preceding or following the holiday.
- 13.04 Where a paid holiday for which an Employee is eligible falls within a period of paid leave, the Employee will be paid for the holiday and it shall not be considered as a day of the paid leave (i.e. when an Employee has a paid holiday that falls on a day on which the Employee is scheduled to be on vacation, the Employee will be paid for the holiday and the day will not be deducted from their vacation).

#### **ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as the length of continuous service with the Employer from the last date of hire in a bargaining unit position, including time before the Union was certified to represent this bargaining unit.
- 14.02 The Employer shall maintain a seniority list showing the most recent date on which the Employee's current service with the Employer commenced. Where two or more Employees share the same length of seniority, the tie shall be broken by a toss of the coin or other agreed method of resolution between the Employer and the Union. Any affected employees shall be entitled to observe such method of resolution.
- 14.03 (a) The purpose of the probationary period is to provide the Employer with the opportunity to assess the probationary Employee's long term suitability for ongoing employment. All Employees shall serve a probationary period of nine hundred ten (910) hours
- (b) On request from the probationary Employee, the Employer shall provide a preliminary performance evaluation before the end of the probationary period. Prior to any termination of a probationary Employee, the Employer shall provide the

probationary Employee with notice of such intended action, the reasons for it and the opportunity for the probationary Employee to reply to such intended action, following which the Employer shall be at liberty to make its decision.

(c) During the probationary period, an Employee shall have no seniority rights. On successful completion of the probationary period, an Employee's seniority shall be calculated retroactively from the date of hire into the bargaining unit position.

(d) A probationary Employee must pay membership dues to the Union during any probationary period.

14.04 An Employee shall lose seniority if the Employee:

- (i) resigns;
- (ii) is discharged for cause and not reinstated through the grievance procedure;
- (iii) fails to return to work within five (5) working days after recall notice is given to the Employee personally or by mail to the last address on file with the Employer. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and telephone number;
- (iv) fails to return to work within three (3) working days from an approved leave of absence, on the day set out when the leave was approved;
- (v) retires from work;
- (vi) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer; or
- (vii) is laid off longer than twelve (12) months.

#### **ARTICLE 15 - TIME OFF FOR UNION BUSINESS**

15.01 Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees for Union business:

- (i) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (ii) as members of the Bargaining Unit negotiating Committees of the Union for the attendance at Committee Meetings;

(iii) as delegates to attend NSGEU conventions and conventions of the Union's affiliated bodies including the National Union of Provincial and General Employees (NUPGE), the Canadian Labour Congress (CLC) and the Nova Scotia Federation of Labour;

(iv) as members of standing Committees of the Union for the attendance at meetings of those Committees;

(v) as members of the Union Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour;

(vi) for such other Union business as may be authorized by the Union.

15.02 Except at the sole discretion of the Employer, only one Employee at a time shall be off on leave for union business, except that two Employees may have leave for Collective Agreement negotiations and for the biennial NSGEU convention.

15.03 The Employer will continue to pay the regular wages of an Employee who is granted leave without pay for Union business and will be reimbursed by the Union for the amount of the pay continuation plus mandatory Employer payroll contributions. The Union shall pay the Employer those amounts within thirty (30) days of receiving an invoice from the Employer.

15.04 Employees who are released from their duties to attend a grievance meeting with the Employer on the Employer's premises shall continue to receive their regular wages for the time of the meeting, but shall not be paid for hours in excess of the Employee's normal work day.

15.05 While on leave for Union business pursuant to Article 15.01, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous.

15.06 Leave of absence for the full-time President of the Union shall be granted in accordance with the Memorandum of Agreement #1 between the parties, which shall form part of this Agreement.

## **ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE**

16.01 The right to discipline, demote, suspend or discharge Employees for cause rests with the Employer. A progressive system of discipline will be used, where appropriate, including verbal warning, and, if necessary, written warnings, suspensions and finally discharge. Where circumstances warrant, steps in the progressive scale may be bypassed.

- 16.02 (a) Unless the right is waived by the Employee, a steward shall be present whenever an Employee is given a written warning, a disciplinary suspension or is discharged. The Employee shall be informed of the reason for the meeting at its beginning. If a steward is not readily available, the Employee will be given time to get a steward to attend the meeting.
- (b) Notwithstanding the foregoing, if the steward is not available in an emergency situation, the Employer will permit the Employee an opportunity to contact an Employee Relations Officer prior to meeting. If neither the steward nor an Employee Relations Officer are readily available, the employee will be given the opportunity to have another member of the bargaining unit present at the meeting.
- 16.03 When a formal review of an Employee's performance occurs, the Employee shall be given an opportunity to discuss, sign and make written comments on the review form and the Employee is to receive a signed copy of the form. The purpose of the signature is to confirm that the employee has read the contents of the form.
- 16.04 (a) The Employer will not introduce as evidence in a hearing relating to disciplinary action, any document from the file of an Employee, which was not brought to the attention of the Employee at or about the time of filing.
- (b) Notice of a disciplinary action which may have been placed on the personnel file of an Employee may not be used in disciplinary action against an Employee after two (2) years have elapsed since the disciplinary action was taken, provided that:
- (i) No further disciplinary action has been recorded during this period; or
  - (ii) In the event of a serious disciplinary infraction, including harassment, discrimination or sexual related misconduct, five (5) years has elapsed since such disciplinary action was imposed.
- 16.05 An Employee may make an appointment to review his/her personnel file during normal office hours in the Employer's office, under the scrutiny of a representative of the Employer. The Employee shall be entitled to make a copy of any information contained in the personnel file. Personnel files may be accessed by persons authorized to do so by the Chief Operating Officer or pursuant to this collective agreement.
- 16.06 Where an employee has filed a grievance that is proceeding to arbitration, the Employer, with the written authorization of the Employee, will copy and forward the Employee's personnel file to the Union, within five (5) days of getting a written request from the Union to do so.

**ARTICLE 17 - PROMOTIONS AND STAFF CHANGES**

17.01 (a) When the Employer decides to fill a vacancy within the bargaining unit that is reasonably expected by the Employer to last longer than two (2) months, the Employer will post notice of the position for at least five (5) working days on a bulletin board accessible to members of the bargaining unit. The notice shall be posted within ten (10) days of the decision to fill the position. The notice shall state the classification, nature of the position, qualifications required, anticipated hours of work, rate of pay and other information the Employer deems appropriate. During the time of posting interested Employees may apply for the position. Nothing in a job posting shall be deemed to be a guarantee of job conditions. Concurrent with the internal posting, the Employer may publicly advertise the vacancy.

(b) The Employer shall be at liberty to exercise its discretion in filling a temporary vacancy expected to last two months or less.

17.02 In filling a vacancy, selection shall be based on experience, skill, ability and qualifications. The Employer shall select the most qualified candidate, with qualified internal candidates being given preference over external candidates where the candidates are relatively equal. When experience, skill, ability and qualifications are relatively equal between or among the internal applicants and there is no better qualified candidate, seniority within the bargaining unit shall prevail.

17.03 In the event of a transfer or promotion, the Employer shall have the right to place the successful applicant in the position on a trial period for three (3) months and by mutual agreement between the Employer and the Union, the Employer can extend the trial period for a further three (3) months. If the Employer or the Employee conclude that the Employee is unable or unwilling to adequately perform the duties of the new position during any trial period, the Employee shall be returned to her/his former position without loss of seniority.

17.04 Within seven (7) working days of the date of appointment to a vacant position as described in Article 17.01(a), the Employer shall post the name of the successful applicant on the appropriate bulletin board.

**ARTICLE 18 - LAYOFF AND RECALL**

18.01 In the event of layoff, Employees shall be laid off in reverse order of seniority, provided that the Employees being retained have the necessary skill, ability and qualifications to do the work required. Employees shall be recalled in the order of their seniority, provided the Employees have the necessary skill, ability and qualifications to do the work required. No new Employees will be hired to regular full-time or part-time positions within the bargaining unit until all qualified regular full-time or part-time Employees on layoff have

been given the opportunity of recall.

- 18.02 Employees who have acquired seniority shall be eligible for up to twelve (12) months of recall. The Employee shall be considered to be terminated twelve (12) months after being laid off if he or she is not recalled in that time.
- 18.03 Where an employee or employees are to be laid off, the Employer will advise and consult with the Local as soon as reasonably possible after the layoff appears probable, with a view to minimizing the adverse effects of the decision to lay off.
- 18.04 Subject to consideration of skill, ability and qualifications, an Employee on lay off shall be recalled to work in order of seniority to any vacant position in the bargaining unit for which the Employee is qualified and immediately able to assume the duties.
- 18.05 The Employer shall give notice of recall by personal notice, registered mail, or other confirmed means, to the Employee's last recorded address left with the Employer. Employees are responsible for keeping the Employer informed of their current address and telephone numbers.
- 18.06 An Employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable to do so. An Employee's refusal to accept recall to the classification from which she was laid off will not result in loss of recall rights if the recall is for occasional work or for short-term employment, if the Employee has obtained gainful employment elsewhere.
- 18.07 The acceptance of casual work by laid off employees shall not in any way alter or affect the Employees' employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply. During such periods of casual work, the Employees shall remain on the recall list.
- 18.08 No new employee shall be hired unless all employees on the recall list who are qualified and able to perform the work required have had an opportunity to be recalled.
- 18.09 The Employer shall give Employees ten (10) working days written notice, or pay in lieu of notice in the case of a layoff or termination, except for cases involving disciplinary action with just cause.
- 18.10 An Employee who wishes to resign shall give the Employer ten (10) working days written notice.

**ARTICLE 19 - SICK LEAVE AND LEAVES OF ABSENCE**

## 19.01 Sick Leave

- (a) Sick leave with pay is granted against accumulated credits during periods that an employee is unable to work due to illness or injury.
- (b) Full-time Employees shall earn sick leave at the rate of one and one half (1½) days of sick leave entitlement for each full month of employment, to a maximum of 135 days. Days of sick leave shall be deducted from sick leave earned. When an Employee's sick leave credits have been exhausted, the Employee will not be paid for time lost due to illness. For purposes of this article, a full month of employment is a month in which the employee has worked at least eleven (11) days. Notwithstanding anything else in this Agreement, an Employee shall not earn sick leave while on sick leave.
- (c) Part-time Employees shall accumulate sick leave at the rate of one seven hour day for every one hundred and forty (140) hours worked.
- (d) Sick leave benefits shall only be paid for excused absences and for times when the Employee would otherwise normally be scheduled to work. In all cases of illness or injury, an Employee must notify his/her Immediate Supervisor or designate, as soon as possible, but at least one hour before the Employee's scheduled start time. An Employee who fails to call in sick by that time may not receive sick benefits for such shift, unless the Employer is reasonably satisfied there was a valid reason for the failure to call in.
- (e) The Employer may request a medical certificate for any absence. If a certificate is not produced as requested, the Employee shall be considered to have been absent without permission and shall not be paid for the time lost from work. Such signed medical certificate shall describe limitations or barriers preventing the Employee's return to work, if available. Where the Employer reasonably suspects there may be a misuse of sick leave, and is not satisfied with the medical certificate provided by the Employee, the Employer shall be entitled to require the Employee to be examined in a timely manner by an independent medical practitioner selected by the Employer. The cost of obtaining such independent medical opinion shall be at the Employer's time and expense.
- (f) An Employee is entitled to be informed, upon request, of the balance of their sick leave with pay credits.

## 19.02 Personal Leave

- (a) An Employee who has worked for at least three (3) years for the Employer may be granted unpaid leave of absence for good and sufficient cause. Leave shall be requested in writing and shall not normally exceed one year.

(b) During such leave, entitlement to group insurance and medical care benefits may continue, subject to the terms and conditions of the applicable plan, and provided the Employee continues to pay the Employee's share of the premiums.

Benefits, including vacation and sick leave, shall not accumulate after 21 working days on an unpaid leave.

#### 19.03 Leave for Family Illness, Appointments and Emergencies

Employees may use up to a total of five (5) days per year from their sick leave days for:

- (i) The illness of a spouse, child, stepchild, ward, parent, or a family member who resides with the Employee.
- (ii) Personal medical and dental appointments. Employees shall make every effort to schedule these outside normal working hours. If this is not possible, appointments shall be made at the beginning or end of the work day and the Employee shall consult with the supervisor, providing as much notice as possible. The Supervisor will accommodate an Employee requiring a medical appointment of an urgent or emergency nature.
- (iii) An emergency condition that requires an Employee's personal attention and cannot be serviced by others or attended to by the Employee when off duty.

#### 19.04 Training Programs and Educational Leave

The Employer agrees that it is to the mutual benefit of the Employer and Employee to encourage upgrading of skill sets in the workplace that are beneficial to the Employer's operations.

The Employer agrees to give the Employee authorized leave of absence at regular rate of pay while attending seminars, workshops, or other such educational leave approved in advance by the Employer. The following conditions will apply:

- (i) The Employee will receive her regular daily rate of pay, but no overtime or call out.
- (ii) The Employer will pay the actual cost of the course, seminar and/or educational functions and related materials, provided the Employee attends for the full duration of the course or seminar and attains a passing grade and/or certificate of completion if such is awarded for successful completion.
- (iii) The Employer will reimburse the Employee for mileage and for meals at the rates

described in this Agreement, and for other expenses approved in advance by the Chief Operating Officer or designate.

(iv) The Employer will maintain coverage for medical, extended health, group life and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of such paid leave. The Employee shall continue to pay the Employee's portion of the premium cost.

(v) An Employee who wishes to take a course or seminar which is not deemed by the Employer to be work-related may request a leave of absence without pay. If authorized by the Employer, the Employee shall be responsible for all costs and expenses associated with the course or seminar.

(vi) The Employee on such leave shall continue to accrue full service and seniority, which shall be deemed to be continuous.

(vii) The Employer agrees to return the Employee on such leave to his/her former position. Provided however, that if the position is eliminated or declared redundant while such Employee is on leave, the Employee shall be entitled to exercise layoff and recall rights in the normal course.

#### 19.05 Court Leave

(a) Leave of absence without loss of regular pay or seniority benefits shall be given to an Employee who would normally have been scheduled and have been available for work, other than one on leave of absence without pay, or under suspension, who is required:

(i) to serve on a jury; or

(ii) by subpoena or summons, to attend as a witness;

(ii.i) in or under the authority of a court or tribunal; or

(ii.ii) before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it; or

(ii.iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered as time worked.

That provision shall not apply where the Employee is a party to any such lawsuit or charges or where the matter involves attendance pursuant to an arbitration or other legal proceeding involving this Agreement.

(b) The Employer will continue the Employee's regular pay during the period of absence required by the court on those days the Employee would have normally been scheduled and available to work, provided the Employee remits the amount of his Court pay to the Employer. The Employee shall retain any Court reimbursement for expenses. Whenever practical, Employees are expected to report for work before and after jury service within their normal hours of work.

#### 19.06 Bereavement Leave

(a) Bereavement leave shall be granted to an Employee in the event of a death of a person in the categories set out below, to enable him or her to attend services and deal with other matters related to the death. An Employee shall be paid for the time the Employee would have normally been scheduled to work during the period of the leave.

(b) An Employee shall be granted paid bereavement leave from work for up to five (5) consecutive working days, beginning on the day following the death, for the death of a spouse (including a common-law or same-sex spouse), child, stepchild, ward, parent, parent-in-law, brother or sister, or half-brother or half-sister.

(c) An Employee shall be granted paid bereavement leave for up to three (3) consecutive working days, beginning on the day following the death, in the event of death of a brother-in-law, sister-in-law, son-in law, daughter-in-law, grandchild or grandparent, of the Employee.

(d) An Employee shall be granted paid bereavement leave from work for one (1) working day to attend a funeral or memorial service of an Employee's aunt, uncle, niece or nephew, if the funeral or memorial service is held during the Employee's regular working day.

(e) When a death of a former or fellow Employee or a close friend occurs and appropriate notice is given, an Employee shall be granted time off from work with pay to attend the funeral.

(f) In addition to the leaves provided for in (b) and (c) above, up to an additional two (2) calendar days of paid bereavement leave may be granted if the funeral is outside Nova Scotia and the Employee attends.

(g) In the event of a death for which bereavement leave is provided under this Article and, if the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days and the vacation shall be extended or rescheduled by mutual agreement between the Employer and the Employee.

(h) The Employer may grant additional bereavement leave with or without pay as the Employer in its absolute discretion deems appropriate, without reference to precedent or past practice.

#### 19.07 Pregnancy Leave

(a) The Employer will provide pregnancy leave in accordance with the Nova Scotia *Labour Standards Code*.

(b) Where reasonable grounds exist to make such inquiry, the Employer may require medical certification of the Employee's ability to work prior to such leave and also may require further medical certification at the conclusion of the period of the leave of absence that the Employee is physically able to resume normal duties upon return.

(c) Each Employee shall notify her supervisor no later than the start of the fourth (4<sup>th</sup>) month of pregnancy as to when her pregnancy leave will start.

(d) Seniority shall continue to accrue during the pregnancy leave, but there shall be no accrual of or compensation for holidays, vacation or sick time occurring during the leave.

(e) An Employee on pregnancy leave who participates in the Employer's Group Life Insurance Plan and/or Medical Plan may continue to be covered under these plans while on pregnancy leave, provided the Employee pays the Employee's portion of the premiums each month while on leave.

#### 19.08 Parental Leave

The Employer will grant parental leave in accordance with the Nova Scotia *Labour Standards Code*.

### **ARTICLE 20 - TRAVEL AND MEALS**

20.01 (a) Employees who are authorized by the Employer to operate vehicles owned or leased by the Employer must have a valid driver's license and be insurable with the Employer's insurer. The Employer will provide insurance, maintenance and operating costs for such vehicles.

(b) Any Employee who operates an Employer owned/leased motor vehicle is obligated to advise the Employer of any incident involving a motor vehicle which might reasonably be thought to place the Employee or the Employer at risk of being charged under either the Nova Scotia *Motor Vehicle Act* or any other provincial counterpart, or the *Criminal Code of Canada*. Failure to report to the Employer an accident involving an Employer vehicle, or which occurred during working hours, shall render an Employee

subject to disciplinary action. Any Employee who normally drives an Employer owned/leased vehicle, who is convicted of an offence under the *Criminal Code of Canada* relating to the operation of a motor vehicle, shall immediately inform the Employer of the charge.

20.02 Expenses authorized by the Chief Operating Officer or designate and incurred by Employees on the business of the Employer shall be reimbursed by the Employer as follows:

(i) A mileage allowance at the rate approved by the Province of Nova Scotia for employees of the Nova Scotia Public Service and, as such, may be changed from time to time by the Province (usually effective April 1 of each year).

(ii) A meal allowance to each employee while on authorized work related matters, including travel outside the Pictou County, and including a supper allowance where an employee works overtime in excess of nine (9) consecutive hours. Meal allowances shall be capped as follows:

Breakfast	\$14.65
Lunch	\$13.65
Supper	\$38.90

These amounts are in accordance with the Federal Treasury Board Guidelines. Meal allowances shall continue to be paid at the rates determined by the Federal Treasury Board and, as such, may be changed from time to time (usually effective April 1 of each year).

To claim a meal allowance, the employee must be present at the conference location by 9:00 a.m. or earlier to claim the breakfast allowance, by 1:00 p.m. or earlier to claim the lunch allowance and by 6:00 p.m. or earlier to claim the supper allowance.

If a meal is provided at the conference or meeting, etc., the employee will not be reimbursed for a meal.

Receipts must be provided in order to claim meal expenses.

20.03 An Employee who is required to work a minimum of two (2) hours overtime immediately following scheduled hours of work, and where it is not practical for the Employee to have a meal before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, to take a meal break.

20.04 Employees are entitled to use a personal vehicle to attend approved training course(s) held at a location other than their normal work location and will be entitled to claim

mileage at the applicable rate. No hours outside their regular hours will be paid for traveling to or from the training course(s).

- 20.05 The Employer agrees to pay fees for memberships in professional associations and employment related associations which are required by the Employer of its Employees, or are recognized by the Employer as desirable. Employees who are authorized by the Employer to hold office or attend meetings of such associations or organizations shall be reimbursed for related expenses in accordance with article 20.02 above. Employees will not be paid for hours outside their regular scheduled hours.

## **ARTICLE 21 - BENEFIT PLANS**

- 21.01 (a) Employees shall participate in the Benefit Plan available through the workplace. The total premiums shall be shared on a 50/50 basis between the Employees and the Employer.
- (b) Within the cost of the total premiums, Employees shall be responsible for 100% of the premium costs for Long Term Disability coverage.
- (c) The Employer provides no representations as to the extent, terms or applicability of such third party coverage, including amendments made from time to time.
- (d) The Union is, upon request, entitled to all reasonable information and opportunity for input with respect to such benefits, to the extent that such information is in the possession of the Employer.
- 21.02 Employees shall participate in the pension plan available through the workplace. Effective with the date of ratification by both parties of this collective agreement, the Employees and the Employer shall each contribute 6% of the Employee's eligible pensionable earnings. The Employees may be eligible to contribute more, as determined by the terms of the pension plan.
- 21.03 Employees who are on layoff, paid or unpaid leave of absence in excess of twenty-one (21) work days (excluding only paid sick leave) will make all necessary arrangements for the pre-payment of benefits such as group health, life insurance, long term disability and pension which are in force at the time the leave is taken. The absent Employee will provide the Employer with post - dated cheques by the 15th of each month to cover the Employee's cost of the benefits during the absence.
- 21.04 Notwithstanding any other provisions for pro-rating of benefits for part-time Employees described in this Agreement, each part-time Employee shall be entitled to coverage for Group Health and Life Insurance coverage, in accordance with the terms of the plans.

Long Term Disability insurance shall be prorated in the normal course.

#### **ARTICLE 22 - LEGAL REPRESENTATION**

22.01 Where an Employee, as a result of acting lawfully and without willful neglect in performance of the Employee's duties, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Employer undertakes to defend the Employee. If the Employee does not co-operate fully with the defence provided or retains his or her own legal counsel for the representation, the Employer shall be relieved of all obligations under this Article. Nothing in this Article prevents the Employee from having the full rights and benefits of this Agreement including the right to grieve.

#### **ARTICLE 23 - NO STRIKE OR LOCKOUT**

23.01 During the term of this Agreement there shall be no strikes, slow downs, work to rule, illegal picketing, or any other form of unlawful interference with the operations of the Employer by the Employees and or the Union. The Employer agrees that there shall be no lockout of the members of the bargaining unit during the term of this Agreement.

#### **ARTICLE 24 - TERM OF AGREEMENT**

24.01 This Agreement is in effect from date of signing to and including March 31, 2013 and shall continue from year to year after that time unless either party to this Agreement, within the period of two (2) months before the termination of this Agreement, gives the other party notice in writing to commence collective bargaining. The Union and the Employer shall, without delay, but in any case within twenty (20) clear days after the notice was given or such further time as the parties may agree, meet and start to bargain collectively with one another and shall make every effort to conclude and sign a collective agreement.

24.02 Notices to be effective must be in writing and served in the following manner:

(i) If given by the Employer, it must be served either by personal service or registered mail upon the President or the Secretary of the Union.

(ii) If given by the Union, it must be served either by personal service or registered mail upon the Employer.

(iii) Faxed notice may be used in place of registered mail.

24.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement providing they are reduced to writing and signed by the parties.

24.04 If any law passed by the Legislature renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

24.05 If any provision in this Agreement conflicts with any laws of the Province of Nova Scotia, either party may request that the affected provision of this Agreement be reopened to negotiations to deal with such change, provided any such re-opener shall not affect the term of this Agreement.

SIGNED at \_\_\_\_\_, NOVA SCOTIA THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the Pictou County Shared Services Authority

For the Nova Scotia Government and General Employees Union, Local 60A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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## APPENDIX “B” CERTIFICATION ORDER

Record ID 1008316

NUM LRB-6248

UN Nova Scotia Government & General Employees Union

EMP Pictou County District Planning Commission

BOD LABOUR RELATIONS BOARD

SEC 23

APP September 23, 2008

ORD June 9, 2009

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on September 23, 2008, for Certification of the Applicant Union as Bargaining Agent pursuant to Section 23 of the *Trade Union Act*;

AND the Board having conducted a vote on September 29, 2008, in accordance with Section 25(1) of the *Trade Union Act*;

AND the Application having been contested by the Respondent Employer;

AND the Chair of the Labour Relations Board (Nova Scotia) having held a pre-hearing conference call with the parties on October 29, 2008 and November 4, 2008;

AND the Board having scheduled a hearing on December 22 and 23, 2008, but rescheduled to January 23, 2009 at the request of the parties;

AND the Board having heard evidence at a hearing held on January 23, 2009;

AND the parties having filed written arguments with the Board;

AND for the reasons to follow, the Board having determined that:

- (i) the unit applied for is appropriate,
- (ii) the Bio Solids Operator, the Senior Maintenance/Operator and the Maintenance/Operator share sufficient community of interest to be included in the bargaining unit,
- (iii) the Accounting Administrator is not employed in a confidential capacity related to labour relations, therefore is included in the bargaining unit as applied for in the application.

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23(1) of the *Trade Union Act* and with Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union at a vote count on March 16, 2009;

The Labour Relations Board (Nova Scotia) does hereby certify the Nova Scotia Government & General Employees Union, Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees of the Pictou County District Planning Commission, excluding Supervisors and those above the rank of supervisor, employees engaged in solid waste management, employees in bargaining units represented by another union and those persons excluded by Subsection (2) of Section 2 of the *Trade Union Act*.

This order is effective March 16, 2009.

FILE NO LRB-6248

CLASS\_NO 21200-40

F\_CLO July 16, 2009

DECREE 9<sup>TH</sup> DAY OF JUNE 2009

INIT tt

CITY Halifax

METRIC 20090609

SIG\_NAME Mary-Lou Stewart

SIG\_TITLE Chief Executive Officer

HEAR\_DATE December 22, 23, 2008

CARDS\_SUB Yes

PROC\_DATE September 24, 2009

SOL\_APP Ray Larkin

Pink Larkin

SOL\_RES Bruce MacIntosh

Mac Mac & Mac

APPL\_SUB Darren McPhee and Larry Stewart

Input July 15, 2009 4:19:28 PM

Modified October 26, 2009 9:47:48 AM

**LETTER OF UNDERSTANDING**

**Re:   Reclassification of Lab Tech**

**between**

**The Pictou County Shared Services Authority  
(the "Employer")**

**-and-**

**the Nova Scotia Government and General Employees Union, Local 60A  
(the "NSGEU")**

The Employer and the NSGEU agree that:

1.     Mike Illsley is currently classified as a Lab Tech.
2.     Upon receiving certification to work as a Biosolids Operator and providing that certification to the Employer, Mr. Illsley will be reclassified as a Biosolids Operator.
3.     Upon that reclassification, Mr Illsley will be paid the base salary for the Biosolids Operator position and he will move on that salary scale in accordance with the Collective Agreement between the Employer and the NSGEU.

**SIGNED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING**

**Re: Protective Clothing and Safety Footwear**

**between**

**The Pictou County Shared Services Authority  
(the "Employer")**

**-and-**

**the Nova Scotia Government and General Employees Union, Local 60A  
(the "NSGEU")**

The Employer and the NSGEU agree that:

1. The Employer will continue to provide protective clothing and safety footwear at the level and in accordance with the process in place before this Letter of Understanding is signed.

**SIGNED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING**

**Re: Air Conditioned Trucks**

**between**

**The Pictou County Shared Services Authority  
(the "Employer")**

**-and-**

**the Nova Scotia Government and General Employees Union, Local 60A  
(the "NSGEU")**

The Employer and the NSGEU agree that:

1. Any new trucks purchased in future shall have air conditioning.

**SIGNED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Witness

**MEMORANDUM OF AGREEMENT #1**  
**Leave for Full-Time Provincial President of the Union**

Between: Pictou County Shared Services Authority

and: The NSGEU, Local 60A

1. An Employee who declares an intention to offer for the position of Provincial President of the Union shall notify the Employer as soon as possible after the declaration. At least four (4) weeks notice shall be given.
2. An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term they are to serve, to a maximum of two (2) years. A leave for a second consecutive term shall be granted where operational requirements permit. The leave of absence shall commence on July 1 and end on June 30.
3. Notwithstanding paragraph 2 above, the gross salary of the President shall be determined by the Union and paid by the Employer. The amount of this gross salary shall be reimbursed to the Employer by the NSGEU.
4. All benefits of the Employee shall continue to be in effect while the Employee is serving as President and, for such limited purposes only, the Employee shall be deemed to be in the employ of the Employer.
5. The Union shall reimburse the Employer the Employer's share of E.I. Premiums, CPP contributions and any other benefit contributions made on behalf of the Employee by the Employer.
6. Notwithstanding paragraph 2 above, or any other provision of the collective agreement to the contrary, the period of leave shall be deemed to be continuous service and employment with the Employer for all purposes.
7. Vacation earned but not taken at the commencement of leave shall be carried over to be taken in the fiscal year in which the Employee returns from the leave. The Employee will not earn vacation while on the leave.
8. On expiration of the leave, the Employee shall be returned to the position held immediately before beginning the leave, or in a position mutually agreed by the Employer and Employee, at a salary level commensurate with the position previously held.
9. This memorandum shall form part of the existing collective agreement.

