

COLLECTIVE AGREEMENT

Between

ELIZABETH FRY SOCIETY MAINLAND NOVA SCOTIA

And

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

November 1st, 2012 – October 31st, 2015

Table of Contents

PREAMBLE	6
ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS.....	6
1.01 Definitions.....	6
ARTICLE 2 - UNION RECOGNITION AND SCOPE OF AGREEMENT	7
2.01 Bargaining Agent Recognition	7
2.02 No Discrimination for Union Activity.....	7
2.03 No Discrimination	8
2.04 Harassment.....	8
2.05 Personal Harassment.....	8
2.06 No Compulsory Retirement Age	8
ARTICLE 3 - APPLICATION	8
3.01 Application.....	8
ARTICLE 4 – MANAGEMENT RIGHTS.....	9
4.01 Management Rights	9
4.02 Consistent Application.....	9
4.03 Referral to Grievance and Arbitration Procedure	9
ARTICLE 5 - RIGHTS AND PROHIBITIONS.....	9
5.01 No Lockout or Strike.....	9
ARTICLE 6 - UNION DUES CHECK-OFF	9
6.01 Deduction of Union Dues	9
6.02 Notification of Deduction	10
6.03 Remittance of Union Dues	10
6.04 Tax Form	10
ARTICLE 7 - UNION INFORMATION	10
7.01 Binders	10
7.02 Email System	10
7.03 Concerns About Binders and the Email System	10
7.04 Meeting Rooms and Communication Equipment	10
ARTICLE 8 - INFORMATION	11
8.01 Copies of Agreement	11
8.02 Letter of Appointment.....	11
8.03 Employer to Acquaint New Employees	11
8.04 Work Descriptions	11
8.05 Bargaining Unit Information	12
ARTICLE 9 – STEWARDS	12
9.01 Recognition	12
9.02 Jurisdictional Areas and Notification.....	12
9.03 Servicing of Grievances	12
ARTICLE 10 - TIME OFF FOR UNION BUSINESS.....	12
10.01 Leave Without Pay	12
10.02 Notification to Employer	13
10.03 Triennial Meeting.....	13
10.04 No Loss of Service, Seniority or Benefits	14
10.05 Full-time President	14
ARTICLE 11 - APPOINTMENT	14
11.01 Professional Association Membership.....	14
11.02 Probationary Period	14
11.03 Confirmation of Permanent Appointment	14

11.04 Termination of Probationary Appointment.....	15
11.05 Permanent Employee.....	15
11.06 Term Appointment.....	15
11.07 Termination of Term Appointment.....	15
11.08 Notification of Appointments and Terminations.....	16
ARTICLE 12 - GRIEVANCE PROCEDURE.....	16
12.01 Grievances.....	16
12.02 Union Approval.....	16
12.03 Grievance Procedure.....	17
12.04 Union Referral to Arbitration.....	17
12.05 Union Representation.....	17
12.06 Time Limits.....	17
12.07 Amending of Time Limits.....	17
12.08 Policy Grievance.....	18
ARTICLE 13 - ARBITRATION.....	18
13.01 Notification.....	18
13.02 Referral to Arbitration.....	18
13.03 Single Arbitrator.....	18
13.04 Arbitration Procedure.....	18
13.05 Arbitration Award.....	18
13.06 Arbitration Expenses.....	18
ARTICLE 14 - DISCIPLINE AND DISCHARGE.....	19
14.01 Entries to Files.....	19
14.02 Just cause.....	19
14.03 Notification of Discharge and Suspension Without Pay.....	19
14.04 Disciplinary Record.....	19
14.05 Right to Have Steward Present.....	19
ARTICLE 15 – RESIGNATION AND TERMINATION.....	20
15.01 Notice of Resignation.....	20
15.02 Compensation for Entitlements.....	20
ARTICLE 16 - SENIORITY.....	20
16.01 Definition of Seniority.....	20
16.02 Seniority Information.....	20
16.03 Loss of Seniority.....	20
ARTICLE 17 - LAYOFF AND RECALL.....	21
17.01 Layoff.....	21
17.02 Union Consultation.....	21
17.03 Layoff Procedure.....	21
17.04 Notice of Layoff.....	21
17.05 Recall.....	21
17.06 Termination of Recall Rights.....	22
ARTICLE 18 - PROMOTIONS, JOB POSTINGS AND TRANSFERS.....	22
18.01 Job Posting: Internal.....	22
18.02 Filling Vacancies.....	22
18.03 Job Posting: External.....	22
18.04 Time Limits for Filling Vacancies.....	22
18.05 Trial Period.....	23
18.06 Return to Former Position.....	23
ARTICLE 19 - HOURS OF WORK.....	23
19.01 Hours of Work.....	23

19.02	Variation in Hours of Work	24
19.03	Return to Regular Times of Work	24
19.04	Staff Meetings, Activities and Functions	24
19.05	Compensation for Work in Excess of Normal Hours	24
19.06	On Call	25
ARTICLE 20 – PAY		25
20.01	Pay	25
20.02	Pay days	25
20.03	Staff Expenses	25
20.04	Emergency Outlay	25
ARTICLE 21 - PAID HOLIDAYS		26
21.01	Paid Holidays	26
21.02	Holiday Falling on Day of Rest	26
21.03	Holiday Coinciding with Paid Leave	27
ARTICLE 22 – VACATIONS		27
22.01	Annual Vacation Entitlement	27
22.02	Fractional Entitlement	27
22.03	Vacation Year	27
22.04	Vacation Scheduling	28
22.05	Employee Request	28
22.06	Unbroken Vacation	28
22.07	Vacation Carryover	28
22.08	Illness During Vacation	29
22.09	Existing Entitlement	29
ARTICLE 23 - LEAVES OF ABSENCE		29
23.01	Special Leave	29
23.02	Bereavement Leave	29
23.03	Emergency Leave	30
23.04	Pregnancy Leave	30
23.05	Parental Leave	30
23.06	Adoption Leave	30
23.07	Leave for Birth of Child/or Adoption	30
23.08	Compassionate Leave	30
23.09	Professional Development Leave	30
23.10	Education Leave	31
23.11	Court Leave	31
23.12	Leave for Storms or Hazardous Conditions	31
23.13	Leave for Medical and Dental Appointments	32
23.14	Leave for Family Illness	32
23.15	Notice for Request for Leave	32
ARTICLE 24 - SICK LEAVE		32
24.01	Sick Leave Benefit	32
24.02	Sick Leave Entitlement	32
24.03	Employer Compensation Upon Separation	33
24.04	Proof of Illness	33
24.05	Fitness to Work	33
24.07	Confidentiality	33
24.08	Sick Leave Records	33
24.09	Notice	34
24.10	Payment for Certificates and Examinations	34

ARTICLE 25 – TRANSPORTATION AND EXPENSES	34
25.01 Transportation	34
25.02 Meals	34
25.03 Miscellaneous Expenses	34
ARTICLE 26 – BENEFITS	35
26.01 Group Benefits	35
ARTICLE 27 - HEALTH AND SAFETY	35
27.01 Occupational Health and Safety Act	35
27.02 First-Aid Kits	35
27.03 First-Aid, CPR Training and NVCI	36
ARTICLE 28 - AMENDMENT	36
28.01 Amendment	36
ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE	36
29.01 Labour Management Committee	36
ARTICLE 30 - SUCCESSOR RIGHTS	37
30.01 Successor Rights	37
ARTICLE 31 - TERM OF AGREEMENT	38
31.01 Duration, and Notice to Renegotiate	38
APPENDIX “A” - Wages	39
APPENDIX “B” – Term Employees	40
MEMORANDUM OF AGREEMENT #1	41
MEMORANDUM OF AGREEMENT #2	43

PREAMBLE

Elizabeth Fry Society of Mainland Nova Scotia is a non-profit organization that works with and on behalf of marginalized women and girls in society, particularly those who are, or may be, criminalized. Elizabeth Fry Society advocates the beliefs, principles and positions that promote justice and equality for all. We are committed to ensuring substantive equality in the delivery and development of services and programs through public education, so all women and girls can be empowered to achieve full citizenship in their community and society as a whole.

ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS

1.01 Definitions

- (a) “Bargaining Unit” means all the Employees of the Employer excluding the Employer and those excluded by Section 2 (2) of the *Trade Union Act* SNS. 1989 c. 475 as specified by the Labour Relations Board Order No. 6373 and those positions as mutually agreed. The parties also incorporate by reference into this Agreement the provisions of the clarity letter dated November 8, 2010.
- (b) “Casual employee” means a person who is not a permanent employee, probationary employee or term employee and who is hired on a day-to-day basis or as relief for an Employee in the Bargaining Unit. Casual employees are not included in the Bargaining Unit and are not covered by the terms of this Agreement.
- (c) “Day” except where otherwise provided, means Monday through Friday excluding holidays.
- (d) “Employee” means a person who is included in the Bargaining Unit.
- (e) “Employer” means Elizabeth Fry Society Mainland Nova Scotia.
- (f) “Leave of absence” means absent from work with permission.
- (g) “Seniority”:
 - (1) “Seniority” shall be defined as the length of continuous employment of an Employee in the employ of the Employer. Where two (2) or more Employees commence employment on the same day, Seniority shall be determined by a draw.
 - (2) For greater certainty, no employee working in a position which is excluded from the Bargaining Unit shall accrue Seniority while in

Comment [BD1]: Note: this is covered by the definition under Article 5.

the excluded position. In the event s/he returns to the Bargaining Unit, previous Seniority accumulated will be retained.

- (h) "Service" means:
 - (1) total accumulated months of employment with the Employer including all unbroken service abutting permanent appointment.
 - (2) Notwithstanding Article 1.01(h) (1), except as otherwise provided in this Agreement, one (1) month of Service and therefore one (1) month of Service-related benefits shall be credited to an Employee who receives salary for fifteen (15) days or more during that calendar month.
 - (3) For the purposes of Article 1.01(h)(2), Service-related benefits are vacation entitlement and sick leave.
- (i) "Spouse" shall include husband, wife, common-law spouses, and same-sex partners except where prohibited or precluded by law. Common-law spouse and same sex partner shall be defined as individuals having cohabited for at least twelve (12) continuous months and having represented themselves as partners/spouses.
- (j) "Strike" includes a cessation of work, a refusal to work or to continue to work by Employees in combination or in concert with or in accordance with a common understanding for the purpose of compelling the Employer to agree to terms or conditions of employment or to aid other employees in compelling their employer to agree to terms or conditions of employment.
- (k) "Union" means the Nova Scotia Government and General Employees Union.

ARTICLE 2 - UNION RECOGNITION AND SCOPE OF AGREEMENT

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described by Certification Order No. 6373 of the Nova Scotia Labour Relations Board.

2.02 No Discrimination for Union Activity

The Union and the Employer 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 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer nor any Employee nor the Union shall discriminate against any employee on any grounds defined in the *Human Rights Act*, S.N.S. 1991, c.12, except as authorized by the *Human Rights Act*, or any other law. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

2.04 Harassment

Cases of harassment related to the grounds listed in Article 2.03 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances shall be filed by the aggrieved Employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Sexual harassment in the workplace is included in this Article, and as defined in the *Human Rights Act*.

2.05 Personal Harassment

Cases of personal harassment shall be a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Harassment is defined as deliberate action that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work-related purpose. For further clarity, the parties agree that harassment does not include performance management and employee evaluations.

2.06 No Compulsory Retirement Age

There shall be no compulsory retirement age for Employees.

ARTICLE 3 - APPLICATION

3.01 Application

This Collective Agreement applies to and is binding on the Union, the Employees, and the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate and manage Elizabeth Fry Society and to manage the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

4.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement. The Employer's failure to exercise any right, prerogative or function or the Employer's exercise of any such right, prerogative or function shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function in a particular way or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Comment [BD2]: Note Employer's language should have been added to the original Union proposal; May 7

4.03 Referral to Grievance and Arbitration Procedure

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 5 - RIGHTS AND PROHIBITIONS

5.01 No Lockout or Strike

The Employer shall not cause a lockout and an Employee shall not strike during the life of this agreement, as defined by the *Trade Union Act*.

ARTICLE 6 - UNION DUES CHECK-OFF

6.01 Deduction of Union Dues

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

6.02 Notification of Deduction

The Union will inform the Employer of the deduction to be made under Article 6.01.

6.03 Remittance of Union Dues

- (a) The Employer shall send the amounts deducted under Article 6.01 to the Secretary-Treasurer of the Union by one (1) monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- (b) The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer or arising from the administration of Article 6.

6.04 Tax Form

For each Employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of dues deducted under this Article.

ARTICLE 7 - UNION INFORMATION

7.01 Binders

The Union is permitted to maintain a binder containing Union information at the Employer's office at Our Thyme Café, and at Holly House.

7.02 Email System

The Union may access the email system for the purposes of notifying bargaining unit members of meeting(s), and any relevant Union information that may be important to bargaining unit members.

Comment [BD3]: May 7, 2012

7.03 Concerns About Binders and the Email System

The Union shall identify concerns regarding the binders and the email system to the Employer. The Union and the Employer shall endeavor to reach a mutually satisfactory resolution and such matters shall not be the subject of a grievance.

7.04 Meeting Rooms and Communication Equipment

The Employer shall allow the Union to utilize public meeting rooms and communication equipment at the Employer's Café premises for Union business

at no cost to the Employer and not during a period of labour conflict, nor during business hours.

ARTICLE 8 - INFORMATION

8.01 Copies of Agreement

The Employer agrees to supply each current Employee with a copy of the Agreement within thirty (30) days of signing. The cost of printing the Agreement shall be cost shared between the Employer and the Union.

8.02 Letter of Appointment

- (a) Upon hiring and/or appointment, the Employee and the Union shall be provided with a statement of the Employee's classification, employment status, pay level and rate of pay.
- (b) The Union shall be informed of the appointment of an Employee to an excluded position in writing within five (5) days of the appointment.

8.03 Employer to Acquaint New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect including the conditions of employment set out in the articles concerning checkoff and stewards. The Chief Stewards shall be notified of the start dates of all new Employees.
- (b) A Union representative shall be provided an opportunity to participate in new Employee orientation, up to thirty (30) minutes.

8.04 Work Descriptions

- (a) Upon request by the Employee, the Employer shall provide the work description outlining the duties and responsibilities assigned to her position. The Employer will endeavour to ensure that work descriptions are reviewed and revised at three (3) years but in no circumstance shall it exceed five (5) years.
- (b) The work descriptions shall include the minimum qualifications for the position. These descriptions shall be presented to the Union and shall become, for the life of this Collective Agreement, the recognized work descriptions, unless the duties of the position are significantly changed. The Union may present written objections within thirty (30) days.

If the Union presents written objections to a work description presented to it by the Employer, within thirty (30) days, the contentious work description

shall be referred to the Labour Management Committee to resolve the difference. The decision of the Labour Management Committee is binding on all parties.

8.05 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to Employees in the Bargaining Unit that may be required by the Union for collective bargaining and administration of the Collective Agreement. No such information shall be unreasonably withheld by the Employer.

ARTICLE 9 – STEWARDS

9.01 Recognition

The Employer acknowledges the right of the Union to **elect officers and** appoint stewards.

9.02 Jurisdictional Areas and Notification

The Union agrees to provide the Employer with a list of the Employees **elected as officers and appointed** as stewards, and will update the Employer of any changes.

9.03 Servicing of Grievances

It is understood that Officers and Stewards have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, Employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld. The Officers and Stewards shall report back to the Supervisor before resuming the normal duties of this position.

ARTICLE 10 - TIME OFF FOR UNION BUSINESS

10.01 Leave Without Pay

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

- (a) as members of the Employer of the Union for the attendance at board meetings;

- (b) as delegates to attend conventions of the Union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees.
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour.
- (e) for such other Union business as may be authorized by the Union.
- (f) for two (2) representatives of the Bargaining Unit for the purpose of attending bargaining table negotiations with the Employer on behalf of the Union.
- (g) **When members are elected to any of the above positions (NSGEU Board of Directors, delegate to Union affiliated bodies, members of the NSGEU standing committees, Executive of the NSFL), the Employer will be notified within two weeks of the elections.**

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under Article 10.01 and shall bill the Union, and the Union shall pay an amount equal to the Employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

10.02 Notification to Employer

The Union shall notify the Employer of the names of the members of the Employer and any other committee members, i.e. Stewards, Occupational Health and Safety, Labour-Management, in writing.

10.03 Triennial Meeting

- (a) Where operational requirements permit and on reasonable notice, the **Employer** shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to Employees who are elected or appointed as registered delegates to attend the **Triennial** Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names of the registered delegates to the **Triennial** Meeting of the Union at least three (3) weeks in advance of the **Triennial** Meeting.

If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under Article 10.03 and shall bill the Union, and the Union shall pay an amount equal to the Employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

10.04 No Loss of Service, Seniority or Benefits

While on special leave for Union business pursuant to this Article, an Employee shall continue to accrue and accumulate Service and Seniority credits for the duration of the leave, and the Employee's Service and Seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved special leave.

10.05 Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the Memorandum of Agreement between the parties, which shall form part of this Agreement. The parties acknowledge that notwithstanding Article 11.06(a) indicating that a term appointments cannot exceed twelve (12) months, the position vacated by the President of the Union will be filled by a term position for whatever period required up to two (2) presidential terms.

ARTICLE 11 - APPOINTMENT

11.01 Professional Association Membership

The Employer will, where membership is required in a Professional Association, reimburse an Employee for the cost of membership in an organization directly related to the mandate of the Employer.

11.02 Probationary Period

A newly hired Employee may be appointed to her position on a probationary basis for a period of six (6) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another six (6) months. **When an Employee's probationary appointment is to be extended, the Employer shall notify the Employee in writing two weeks prior to the expiry date of the Probationary period setting out the reasons for the extension in writing.**

11.03 Confirmation of Permanent Appointment

The Employer shall, after an Employee has served in a position on a probationary basis as per Article 11.02, confirm the appointment on a permanent basis.

11.04 Termination of Probationary Appointment

The Employer retains the sole discretion to determine the suitability of any probationary Employee. The Employer may terminate probationary Employees at any time during the probationary period by advising in writing and there is no requirement to provide pay in lieu of notice.

Comment [BD4]: May 7 2012

11.05 Permanent Employee

A permanent Employee is one who is hired to work indefinitely on a full-time or part-time basis.

11.06 Term Appointment

- (a) A Term Employee is one who is hired to replace an incumbent on an approved leave of absence or to fill a temporary vacancy, in excess of three (3) months, but not to exceed one (1) year, unless extended by mutual agreement between the Union and the Employer.
- (b) Notwithstanding Article 11.06(a), the Employer may, where it is anticipated that a specific project will exceed three (3) months, but will not exceed two (2) years in duration, appoint on a term basis employees required to carry on the project.
- (c) The Union shall be notified in writing of the expected duration for each term appointment.
- (d) The Articles in this Agreement that do not apply to Term Employees are as outlined in Appendix B.

11.07 Termination of Term Appointment

- (a) The Employer may terminate a term employee at any time with ten (10) days notice or pay the Term Employee the pay she would otherwise have earned in the ten (10) days *in lieu* of notice. Notice of termination or pay *in lieu* will be given in writing to the Term Employee and the Union.
- (b) Notwithstanding Article 11.07 (a), the employment of an employee hired to a term appointment shall end at the conclusion of the term without the necessity to provide the Term Employee with notice as outlined in Article 11.07(a)
- (c) If an incumbant Employee is returning to a position for which a Term Employee has been hired, the Employee shall provide the Employer with not less than eleven (11) days notice in order for the Employer to provide the notice contemplated by this Article to the Term Employee.

- (d) If the Employer terminates the Term Employee because of willful misconduct or neglect of duty, ten (10) days notice of termination or pay in lieu need not be given. The Employer does not require cause to terminate a Term Employee.

11.08 Notification of Appointments and Terminations

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each Employee in the Bargaining Unit within ten (10) days of their occurrence.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Grievances

- (a) An Employee who feels that she has been unjustly treated or considers herself aggrieved by any action or inaction by the Employer, shall first discuss the matter with the Employer or designate no later than ten (10) days after the date on which she became aware of the action or circumstance. The Employee may have a Steward or alternate present if so desired.
- (b) The Employer or designate shall answer the dispute in writing within ten (10) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance".
- (d) In each of the following steps of the grievance procedure, the Employer's Employer or designate shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

12.02 Union Approval

Where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the Employee is not entitled to present the grievance unless she has the approval in writing of the Union or is represented by the Union.

12.03 Grievance Procedure

The following grievance procedure shall apply:

Step 1

If the Employee(s) or the Union is not satisfied with the decision of the Employer or designate, the Employee(s) may within ten (10) days of having received the Employer's or designate's written answer, present the grievance in writing to the Employer or designate or Personnel Committee. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing to the Employer accompanied by any proposed settlement of the grievance and any replies at Step 1. The Employer shall reply to the grievance in writing within five (5) days of the next Board meeting. If no Board meeting is held within thirty (30) days of the date the grievance was submitted at Step 2, the Union may refer the grievance to Arbitration under Article 13.

12.04 Union Referral to Arbitration

Failing satisfactory settlement at Step 2 or upon expiration of the Employer's response period referred to in Step 2 of the grievance procedure, the Union may refer the grievance to arbitration under Article 13.

12.05 Union Representation

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

12.06 Time Limits

Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned and cannot be re-opened. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.

12.07 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Agreement.

12.08 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer's Employer or designate, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 13. This section shall not apply in cases of individual grievances.

ARTICLE 13 - ARBITRATION

13.01 Notification

After exhausting the grievance procedure, either party may notify the other party of its intention to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

13.02 Referral to Arbitration

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.

13.03 Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 13.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

13.04 Arbitration Procedure

The arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course, be handed down within a maximum of fourteen (14) days from the end of the hearing.

13.05 Arbitration Award

Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator may not alter, modify or amend any part of this Agreement.

13.06 Arbitration Expenses

Each party shall pay one-half the applicable fees and expenses of the chair or single arbitrator.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 Entries to Files

Any formal entry to an Employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the Employee's personnel file without the prior knowledge of the Employee affected. The steward in the workplace shall also be made aware of any formal entry to any Employee's personnel file, with the Employee's consent.

14.02 Just cause

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

14.03 Notification of Discharge and Suspension Without Pay

When an Employee is discharged or suspended without pay, the Employer shall within twenty-four (24) hours notify the Employee in writing by registered mail or by personal service, and shall notify the Union by fax or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 2 of the grievance procedure.

14.04 Disciplinary Record

Where a disciplinary record of disciplinary action (verbal warning, written warning, suspension) has been in an Employee's file for more than **three (3)** years, and where no further disciplinary action of any kind has occurred in the **three (3)** year period since the last disciplinary record, the Employer shall remove the disciplinary document from the file.

14.05 Right to Have Steward Present

An Employee shall have the right to have her steward and/or Union representative present at any disciplinary meeting. Where the **Employer** intends to interview an Employee for disciplinary purposes, the **Employer** shall notify the Employee in advance, in order that the Employee may contact her steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

ARTICLE 15 – RESIGNATION AND TERMINATION

15.01 Notice of Resignation

An Employee desiring to terminate her employment shall give a minimum notice of ten (10) working days in writing to the **Employer**. However, the Employer may accept a shorter period of time. The **Employer** shall acknowledge the resignation in writing.

15.02 Compensation for Entitlements

All Employees shall be compensated for salary, overtime, and vacation entitlements not taken up to the date of termination, provided all recording is determined by the **Employer** to be complete and up to date. If an Employee owes the Employer salary and/or vacation at the time of termination, such monies shall be reimbursed to the Employer and can be deducted from any monies owed to the Employee by the Employer.

Comment [BD5]: August 2011

ARTICLE 16 - SENIORITY

16.01 Definition of Seniority

"Seniority" - means the length of continuous employment dating from the last date of hire within the Bargaining Unit.

16.02 Seniority Information

The Employer shall post a current Seniority list on April 1st of each year.

16.03 Loss of Seniority

An Employee shall lose all accumulated Seniority if:

- (a) she is discharged for just cause and is not reinstated.
- (b) she resigns
- (c) she is laid off for more than twelve (12) months without recall.
- (d) she refuses a recall, subject to the provisions of Article 17.05.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff

Employees shall only be laid off because of reorganization, lack of work or lack of funds, provided that the Employer makes every reasonable effort to secure funding.

17.02 Union Consultation

Where Employees are 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).

17.03 Layoff Procedure

Employees shall be laid off in reverse order of seniority provided they (the senior Employee) have the ability, aptitude and qualifications to perform the work of the junior Employee.

17.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) calendar days notice of layoff shall be sent by the Employer to the Union and to the Employee(s) who is/are to be laid off.

17.05 Recall

- (a) Employees shall be recalled in reverse order of layoff according to program.
- (b) Employees on the recall list shall be given first option in order of Seniority of filling any vacancy(-ies), providing they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.
- (c) 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 she is unable to do so. An Employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of the Employee's same position classification title, in which event she will be struck from the recall list. However, an Employee's refusal to accept recall to her same position classification title at the time of layoff will not result in loss of recall rights in the case of

recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

17.06 Termination of Recall Rights

The layoff shall be termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

ARTICLE 18 - PROMOTIONS, JOB POSTINGS AND TRANSFERS

18.01 Job Posting: Internal

- (a) When a new position or vacancy is created within the Bargaining Unit of three (3) months or more and the Employer determines that the position or vacancy continues to be required and thus should be posted, the Employer shall post a notice of such new position or vacancy for seven (7) calendar days. The Employer is never obligated to post any vacancies for positions for which it has no sustainable funding.
- (b) The posting and/or advertisement may outline the job title, required qualifications, and related criteria, and whether the appointment is for a permanent or term, full or part time position. The Employer in its sole discretion will determine and assess the qualifications, skills and ability associated with the position and in its sole discretion will assess the candidates applying for the position against these criteria. The Employer will select the candidate who it determines possesses the most appropriate qualifications, skills and ability for the position unless the applicants are relatively equal, in which case Seniority will prevail.

18.02 Filling Vacancies

Internal and external candidates will be concurrently considered. The Employer may elect to advertise any vacancy. Before external applicants are considered, internal applicants will be processed.

18.03 Job Posting: External

Only those positions which cannot be filled with a qualified Bargaining Unit Employee as determined by the Employer through the process cited above will be available for posting outside the Bargaining Unit.

18.04 Time Limits for Filling Vacancies

- (a) Vacancies in term positions shall be normally filled within one (1) month of the posting of the term position.

- (b) Vacancies in permanent positions shall be posted within one (1) month of the notice of termination, and shall be filled as soon as reasonably possible subject to Article 18.

18.05 Trial Period

- (a) The successful applicant may be given a trial period of three (3) months if the successful applicant has otherwise passed her period of probation pursuant to Article 11 with the Employer.
- (b) Conditional on the Employer's satisfaction that the successful applicant, pursuant to this Article, has a proven satisfactory in the position, the Employee may be considered permanent in the position. If the successful applicant is, in the Employer's opinion, unsatisfactory or wishes to return to her former position, she shall be returned to her former position without loss of Seniority and at a wage she was formerly paid for that position.
- (c) Successful applicants who have not passed their probationary period shall be subject to the probationary provisions of Article 11.

18.06 Return to Former Position

Permanent Employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

ARTICLE 19 - HOURS OF WORK

19.01 Hours of Work

- (a) The normal hours of work shall be thirty-five (35) hours per week (Monday to Friday) consisting of five (5) seven (7) hour shifts exclusive of a one (1) hour designated meal break and inclusive of two (2) designated fifteen (15) minute paid breaks. The particular hours shall be specified in each Employee's letter of appointment at the time of appointment, and can only be changed by the Employer with three (3) weeks notice.
- (b) Notwithstanding Article 19.01 (a), where, because of the operational requirements of the program, an Employee must work outside the normal hours of work, such an Employee shall not be required to work more than two (2) nights per week and/or more than two (2) weekend days per month. The requirement to work outside the normal hours of work shall be specified in each Employee's letter of appointment at the time of appointment, or may be indicated by the Employer with three (3) weeks notice.

19.02 Variation in Hours of Work

Hours of work, including a flexible working hours schedule, which are at variance with the standard hours as stated in Article 19.01 may be employed providing there is mutual agreement between the Union and the Employer.

19.03 Return to Regular Times of Work

In the event that a flexible working hours schedule provided for in Article 19.02

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in the cost to the Employer: or
- (c) is operationally impractical for other reasons:

the Employer may require a return to regular times of work, in which case the Employee(s) shall be provided with thirty (30) calendar days advance written notice of such requirement.

19.04 Staff Meetings, Activities and Functions

Employees are required to attend regularly scheduled staff meetings and other activities as directed by the **Employer**. Such meetings, activities and functions are time worked.

19.05 Compensation for Work in Excess of Normal Hours

- (a) Where, due to operational requirements, an Employee is required to work in excess of normal working hours, the Employee will keep a record of their overtime hours and be paid at one and one-half (1.5) times her hourly rate or will take time off in lieu on a mutual agreement basis taking into consideration the ongoing programming and servicing needs of the Agency. Employees will keep a record of their overtime hours and time off in lieu, which shall be reviewed monthly by the Employer who may subsequently revise operational requirements or provide other direction regarding future work.
- (b) All overtime shall be previously approved in writing by the Employer.
- (c) Where operational requirements do not permit the Employee to be granted time off with pay in lieu of the additional hours worked within a twelve (12) month period, she shall be entitled to receive compensation for such accumulated hours, at the Employee's rate of pay times one and one-half (1.5). If an Employee resigns or is terminated, she shall be paid out immediately at the Employee's regular straight-time rate of pay in respect

to the hours accumulated as of her last day of employment greater than eighty (80) hours.

19.06 On Call

- (a) When an Employee is required by the Employer to be on call, the Employee shall receive one (1) hour's regular pay for each twelve (12) hour period of on call. An Employee on call is required to respond to a call out. In the event the Employee does not respond, she shall not receive on call pay. **Employees who are on call shall be provided with a cell phone.**
- (b) Notwithstanding Article 19, on call hours will not be included in the count of total bi-weekly hours for the determination of overtime or benefits.
- (c) When an Employee responds to a call, she shall receive four (4) hours' pay at straight time.

ARTICLE 20 – PAY

20.01 Pay

The rates of pay as set out in Appendix A shall form part of this Collective Agreement. The provision of wages is subject to the Employer having and receiving adequate levels of funding from the applicable provincial government departments, the Law Foundation of Nova Scotia or the United Way.

20.02 Pay days

Employees shall be paid bi-weekly.

20.03 Staff Expenses

Staff expenses are all expenses incurred by Employees related to the carrying out of job responsibilities and agreed upon by the Employer and Employees. This can include, but is not limited to mileage at the rate paid by the provincial government, meals, parking, bridge fare, and miscellaneous items as per the board policy.

20.04 Emergency Outlay

If, in the case of an Elizabeth Fry Society emergency, an Employee makes an approved major outlay of money, as approved by the Employer or her designate, the Employee will be reimbursed within two (2) working days, or as soon as reasonably possible.

20.05 Acting Pay

Where an employee is designated to perform for a temporary period of ten (10) or more consecutive work days, the principal duties of a higher position, he/she shall receive payment of acting pay, including the ten (10) work days, equivalent to five percent (5%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

ARTICLE 21 - PAID HOLIDAYS

21.01 Paid Holidays

(a) Employees shall be granted the following paid holidays:

- | | |
|---------------------|--|
| (i) New Year's Day | (vii) Labour Day |
| (ii) Good Friday | (viii) Thanksgiving Day |
| (iii) Easter Monday | (ix) Remembrance Day |
| (iv) Victoria Day | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Natal Day | (xii) Christmas Eve - half day commencing at noon on Christmas Eve |

and any additional public holidays proclaimed by the Federal, Provincial or Municipal governments.

(b) The Employer's operation remains open between Christmas Eve and New Year's Day. The Employer will consider requests for and may schedule vacation pursuant to Article 23 during this period if operational requirements permit.

(c) Accommodation for non-Christian religions

Employees who are members of non-Christian religions are entitled to up to three (3) days leave of absence without loss of pay or benefits per calendar year to observe spiritual or holy days. This shall be accomplished by the Employee's using compensatory time.

21.02 Holiday Falling on Day of Rest

When a day designated as a holiday coincides with an Employee's day of rest, the Employer shall grant the holiday, with pay, the working day immediately following her day of rest.

21.03 Holiday Coinciding with Paid Leave

When a day that is a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

21.04 Compensation on a Holiday

When an Employee's regularly scheduled day of work falls on a holiday as defined in Article 21.01, the Employer shall, with the mutual consent of the Employee:

- (a) grant eight (8) hours or the actual hours of the shift, whichever is greater, off with pay; or
- (b) pay the Employee her regular rate of pay plus one and one-half (1½) her regular rate of pay for hours worked. The Employee may, at her option, choose to take the one and one-half holiday compensation as time in lieu.

ARTICLE 22 – VACATIONS

22.01 Annual Vacation Entitlement

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

- (a) each year during her first seven (7) years of service at the rate of one and one-quarter (1 1/4) days for each month of service (3 weeks); and
- (b) each year after seven (7) years of service at the rate of one and two-thirds (1 2/3) days for each month of service (4 weeks); and
- (c) each year after sixteen (16) years of service at the rate of two and one-twelfth (2 1/12) days for each month of service. (5 weeks)
- (d) each year after twenty-five (25) years of service at the rate of two and one-half (2 ½) days for each month of service. (6 weeks)

22.02 Fractional Entitlement

If an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased or decreased to the nearest one-half (1/2) day.

22.03 Vacation Year

The vacation year shall be from January 1 to December 31, inclusive.

22.04 Vacation Scheduling

- (a) An Employee's entitlement to vacation leave with pay shall be used within the year in which it is earned and Employees may, with prior approval by the Employer, carry over a maximum of five (5) days into the next year which shall be used by March 31st.
- (b) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of Employees on vacation leave at any one time, preference shall be given to Employees with greatest length of Seniority.
- (c) By mutual agreement between the Employer and Employee, vacation days may be granted at times other than scheduled in accordance with this Article.

Comment [BD6]: May 8

22.05 Employee Request

- (a) The Employee shall provide the Employer with her vacation request no later than April 15th annually and the Employer shall respond to the request by April 30th.
- (b) The Employee may alter her vacation request with reasonable notice. The Employer shall have the discretion to agree to such request, which shall not be unreasonably denied.

22.06 Unbroken Vacation

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

22.07 Vacation Carryover

Up to five (5) days vacation leave may, with the consent of the Employer, be carried over beyond March 31 of the following year, but shall lapse if not used before the close of that year. Requests for carryover entitlement shall be made in writing by the Employee to the Employer not later than March 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 two (2) days of receiving an Employee's request.

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

22.08 Illness During Vacation

If an Employee becomes ill during a period of vacation time and such illness is supported by a medical certificate from a legally qualified medical practitioner, the Employee shall be granted sick leave, and her vacation credit restored to the extent of the sick leave. The Employer may request a doctor's certificate in this case.

22.09 Existing Entitlement

All Bargaining Unit Employees employed by the Employer effective November 1, 2010 shall be entitled to their current levels of vacation entitlement.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Special Leave

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

- (i) special leave without pay, for such period as the **Employer** deems circumstances warrant.
- (ii) special leave with pay for reasons other than those covered under sections 23.02 to 23.17 inclusive, for such period as the Employer deems circumstances warrant.

23.02 Bereavement Leave

- (a) In the event of a death of immediate family member, the Employee will be granted up to five (5) consecutive days paid bereavement leave to mourn the death of an immediate family member: parent, child, spouse (or equivalent) or sibling. Additional unpaid leave may be granted in the discretion of the **Employer**. [-----]
- (b) Every Employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a client or colleague or other relative. [-----]
- (c) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (d) The Employer may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Employer for the death of persons other than the aforementioned family members.

Comment [BD7]: May 8

Comment [BD8]: May 8

- (e) 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 her vacation or sick leave credits.

23.03 Emergency Leave

Employees are entitled to up to two (2) days of unpaid leave for emergencies as defined by the *Labour Standards Code*, R.S.N.S. 1989, c. 246, s. 60I.

23.04 Pregnancy Leave

Employees shall be granted pregnancy leave in accordance with s. 59 of the *Labour Standards Code* and Employees must provide all notices to the Employer in compliance with the *Labour Standards Code* for this leave.

23.05 Parental Leave

Employees shall be granted parental leave in accordance with s. 59B of the *Labour Standards Code* and Employees must provide all notices to the Employer in compliance with the *Labour Standards Code* for this leave.

23.06 Adoption Leave

Employees shall be granted parental leave for the purposes of an adoption in accordance with s. 59B of the *Labour Standards Code* and Employees must provide all notices to the Employer in compliance with the *Labour Standards Code* for this leave

23.07 Leave for Birth of Child/or Adoption

Employees shall be granted parental leave for the purposes of an adoption in accordance with s. 59 of the *Labour Standards Code* and Employees must provide all notices to the Employer in compliance with the *Labour Standards Code* for this leave.

23.08 Compassionate Leave

Employees shall be granted compassionate care leave in accordance with ss.60E and 60F of the *Labour Standards Code*.

23.09 Professional Development Leave

Each Employee shall be entitled to professional development leave, with pay, for the purpose of attending conferences, meetings, and/or workshops relative to their work, at the discretion of the **Employer**. As much as possible, money available for professional development shall be equitably distributed amongst employees.

23.10 Education Leave

Extended education leave without pay may be granted by the **Employer** for up to one (1) year, taking into consideration the ongoing programming and servicing needs of the Employer.

To be eligible for education leave, an Employee must have the equivalent of least two (2) years full-time service with Elizabeth Fry Society.

Employees interested in educational leave shall make application in writing to the Board at least three (3) months prior to the date of requested leave.

23.11 Court Leave

- (a) A Leave of Absence with pay shall be granted at the discretion of the **Employer** to every Employee other than an Employee on a leave of absence without pay or on suspension, who is required:
 - (i) by subpoena or summons, to attend as a witness in any proceeding held:
 - (1) in or under the authority of a court or;
 - (2) before an adjudicator or umpire or person or persons authorized by law to make an inquiry or to compel attendance of witnesses before it, other than any matter arising from a dispute between the parties to this Agreement (Labour Relations Board, arbitration), or;
 - (3) before Legislative Council, the Legislative Assembly, or committee thereof that is authorized by law to compel the attendance of witnesses before it.
- (b) A leave of absence without pay shall be granted to an Employee other than an Employee on leave of absence without pay or suspension who is required:
 - (i) to serve on a jury
- (c) An Employee granted a leave of absence with pay pursuant to Article 23.11 shall have deducted from her salary an amount equal to the amount the Employee receives in witness fees or other wage compensation.

23.12 Leave for Storms or Hazardous Conditions

Where the Employer's location where the Employee is scheduled to work remains open as determined by the Employer or designate, it is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled.

However, during storm conditions when such arrival is impossible or delayed, all absent time will be deemed to be taken as unpaid leave. An Employee shall have the option to use banked Overtime, Holiday or Vacation time to make up the time she did not attend at work rather than having it be treated as unpaid leave. Where the Employer closes the location where the Employee is scheduled to work, the Employee shall suffer no loss in pay or benefits.

23.13 Leave for Medical and Dental Appointments

Provided that the Employee has sufficient sick leave credits, the **Employer** shall grant an Employee paid leave of absence debited against sick leave credits for medical, dental or therapeutic appointments, subject to the following criteria:

- (i) Whenever possible, Employees shall arrange medical, dental and therapeutic appointments outside normal working hours.
- (ii) The Employee shall notify the Employer when she is taking time for medical, dental and therapeutic appointments.
- (iii) The Employer requires five (5) days notice of such appointments except in unforeseen circumstances.

23.14 Leave for Family Illness

In case of illness of a member of an Employee's immediate family who resides in the household, the Employee may be granted, upon approval, after notifying their Employer or designate, leave with pay up to three (3) days per annum.

23.15 Notice for Request for Leave

Requests for leave without pay shall be made to the **Employer** at least two (2) weeks prior to the expected need for leave, except in extenuating circumstances.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave Benefit

An Employee may claim sick leave when she is unable to attend work due to personal illness or injury, provided she has the necessary sick leave credits. This leave does not apply to injuries for which workers' compensation is payable.

Comment [BD9]: Clarified by Union May 8

24.02 Sick Leave Entitlement

An Employee shall earn sick leave credits at the rate of one (1) day for each calendar month for which she receives pay, to a maximum of twelve (12) days

per year, cumulative from year to year to a maximum accumulation of forty-five (45) days.

24.03 Employer Compensation Upon Separation

If an Employee leaves her job having used sick leave credits in advance of earning them, she shall be required to repay the Employer for the credits used, but not earned.

Comment [BD10]: Nov 2011

24.04 Proof of Illness

After three (3) consecutive days of sick leave, a doctor's certificate may be required.

24.05 Fitness to Work

After six (6) consecutive sick days, before an Employee returns to work, the Employer may require a doctor's certificate stating that the Employee is in good health and fit to work. The Employer may require an Employee to submit to an independent medical examination prior to returning to work to confirm fitness to resume duties.

24.06 Accommodation

An Employee may be requested to produce proof satisfactory to the Employer that she was unable to carry out her duties due to illness. The parties agree that, in circumstances of an Employee's request for accommodation on the basis of disability, the three parties, the Employer, the Union, and the Employee, are obliged to cooperate throughout the processes required in determining if an accommodation is required and then to finding an accommodation. The Employee, if requested to do so by the Employer, will attend an independent medical examination to assess the request for accommodation. In the event of an independent medical examination, it would be preferred if the parties could agree on the examiner if possible. In the event of an impasse, the Employer's selection will prevail.

24.07 Confidentiality

Any medical reports shall be considered a confidential matter between the Employee and the Employer.

24.08 Sick Leave Records

An Employee is entitled to be informed, upon request, of the balance of her sick leave.

24.09 Notice

An Employee who must be absent due to illness shall endeavor to notify the Employer or designate at the earliest possible time, and in the case of Employees who work at Our Thyme Café, at least twenty-four (24) hours notice where reasonably possible.

24.10 Payment for Certificates and Examinations

Where, pursuant to this Agreement, an Employee is required to submit a medical certificate or report, the Employee shall be responsible for the cost; where the Employer requires the Employee to submit to an independent medical examination, the Employer shall be responsible for paying the cost.

Comment [BD11]: to May 8

ARTICLE 25 – TRANSPORTATION AND EXPENSES

25.01 Transportation

An Employee who is required to use a personal vehicle to perform her employment duties shall be reimbursed for all kilometers driven on the Employer's business according to the kilometrage rates established between the NSGEU and the Province of Nova Scotia, except where kilometrage is otherwise reimbursed by another entity.

Comment [BD12]: May 8

25.02 Meals

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

Breakfast \$8.00 per day may be claimed when the Employee has been travelling on the Employer's business for more than one (1) hour before the recognized time for the start of the day's work.

Lunch \$12.00 per day

Dinner \$15.00 per day may be claimed when the Employee is not expected to return to her residence before 6:30 p.m.

Meal expenses accompanied by a receipt shall be reimbursed.

25.03 Miscellaneous Expenses

Miscellaneous reasonable expenses incurred by Employees in the operation of the Employer's business will be reimbursed by the Employer, as approved in advance or subsequently by the Employer or designate.

Comment [BD13]: May 8

ARTICLE 26 – BENEFITS

26.01 Group Benefits

- (a) The Employer will continue to offer to all Employees a group insurance and medical plan as exist at the coming into force of this Collective Agreement unless amended by mutual consent.
- (b) Participation in the group insurance benefits package is a condition of employment. Employees covered by another plan may sign a waiver for the dental and/or medical coverage and shall be required to provide proof of alternate coverage.
- (c) The eligibility requirements, benefits and cost-sharing arrangement between an Employee and the Employer are those specifically stated under the applicable insurance contracts.
- (d) The Employer and the Union agree that in the first year of the Collective Agreement a Joint Committee comprised of equal representation between the Employer and the Union will be established to explore viable options relating to the establishment of a Pension Plan and a long term disability plan for the Employees. This Joint Committee will also review the medical plan with the aim of improving and adding to current benefit levels.
- (e) The parties agree that the matter of the provision of benefits by a third party carrier are not within the Employer's control and that the approval, disapproval, or provision of benefits shall not be subject to the grievance provisions of this Agreement.
- (f) When the medical plan is renewed, the Employer will notify the Union and agrees to educate the Union and the Employees as to any changes to the medical plan that the Employer is made aware of.

Comment [BD14]: May 8

ARTICLE 27 - HEALTH AND SAFETY

27.01 Occupational Health and Safety Act

The Employer agrees to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7 (the *Act*).

27.02 First-Aid Kits

The Employer shall provide a first aid kit to each facility of the Employer and to Employees who require a vehicle in the performance of their duties, a first-aid kit to be carried in their vehicles.

27.03 First-Aid, CPR Training and NVC

In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first-aid training and Cardio-Pulmonary Resuscitation (CPR), and Non-violent Crisis Intervention training on a regular basis.

ARTICLE 28 - AMENDMENT

28.01 Amendment

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

ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE

29.01 Labour Management Committee

The Union and the Employer agree to maintain a Labour Management Committee. The Committee shall comprise up to two (2) representatives each of the Union and the Employer. The Committee shall determine a schedule of meetings setting out a meeting each second month, or more or less frequently if mutually agreed. Meetings shall be scheduled in such a way as to give due consideration to the Employer's normal operations and to the convenience of the parties. Time spent by Employees at such meetings shall be paid. The chairing of meetings shall rotate between the Employer **and the Union**, or designate. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all employees.

Comment [BD15]: August 2011, one to be from Café.

An agenda shall be developed and circulated prior to each meeting. Matters of discussion shall include but not be limited to concerns about staffing, orientation, workload, scheduling, and house maintenance. It is agreed that a standing agenda item for the meeting shall include discussion of **all Elizabeth Fry Bargaining Unit employees issues** and policy implementation issues.

The Committee shall be responsible for:

- (a) defining problems
- (b) developing viable solutions to such problems; and
- (c) recommending the proposed solutions to the appropriate authority.

ARTICLE 30 - SUCCESSOR RIGHTS

30.01 Successor Rights

Where the Employer sells or transfers its business within the meaning of Section 31 of the *Trade Union Act*.

- (a) The employment of all Employees in the Bargaining Unit shall continue without break or interruption;
- (b) All periods of employment recognized as service by the Employer shall be deemed service with the successor employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the transfer or sale;
- (c) The successor employer shall be bound by all accrued rights or other rights of Employees arising under the Collective Agreement prior to the sale or transfer; and
- (d) The successor employer shall be bound by the Collective Agreement.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration, and Notice to Renegotiate

This Agreement shall be in effect for a term beginning November 1, 2012, until October 31, 2015. After October 31, 2015 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 notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

31.02 Members who have left their employment in the bargaining unit between November 1, 2012 and the ratification of this Collective Agreement shall be entitled to full retroactivity of any applicable wage increase. Members will have sixty (60) days from the date of ratification to apply in writing for the retroactive wage increase in order to be eligible for the retroactive payment.

IN WITNESS WHEREOF the parties have executed this Agreement the 23rd day of September, 2014.

**Elizabeth Fry Society
Mainland Nova Scotia**

**Nova Scotia Government and General
Employees Union**

Pamela Harrison, Board President

Joan Jessome, President, NSGEU

Jennifer Cleater, Board Treasurer

David Lawrence
Chief Negotiator, NSGEU

Nicole E Farmer, Bargaining Committee

APPENDIX "A" - Wages

	November 1, 2012	November 1, 2013 .5%	November 1, 2014 1.5%
Program Coordinator (vacant)	\$20.00	\$20.10	\$20.40
Federal/Community Outreach Worker	\$20.00	\$20.10	\$20.40
Provincial/Community Outreach Worker	\$20.00	\$20.10	\$20.40
Supervisor, Our Thyme Café (vacant)	\$15.00	\$15.08	\$15.30
Food Service Worker, Our Thyme Café	\$15.00	\$15.08	\$15.30
Training Coordinator	\$20.00	\$20.10	\$20.40

APPENDIX “B” – Term Employees

Comment [BD16]: See Appendix A

Notwithstanding the term “Employee” as used in the Agreement, and for greater clarity, Term Employees are covered by the Collective Agreement, except for the following Articles

Articles 11.01, 11.02, 11.03, 11.04, 11.05 Probation
Article 12 (except as noted) Grievance¹
Article 14 Discipline and Discharge
Article 16 Seniority (except as noted)²
Article 17 Lay off and Recall
Article 22 Vacations
Article 23 Leaves of Absence (except for Article 23.12)
Article 24 Sick Leave
Article 26 Group Benefits

Wages for term employees would be subject to agreement.

¹ Term employees shall have access to the grievance procedure except for discipline and discharge.

² A Term Employee who is appointed to a permanent position shall have her Seniority credited to the date she commenced the Term position, provided there has been no break between the end of the Term position and the start of the permanent position.

MEMORANDUM OF AGREEMENT #1

between

ELIZABETH FRY SOCIETY MAINLAND NOVA SCOTIA

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

Re: Leave of Absence for Full-Time Union President

Subject to Articles 10.06 and 11.06(a), the parties hereby agree that the following shall apply to an Employee who is elected or appointed as the full-time President of the Union:

1. 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 President.
2. An Employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) she is to serve.
3. A leave of absence for a second (2nd) term shall be granted in accordance with paragraphs 1 and 2.
4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.
5. All 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.
6. Notwithstanding paragraphs 2 and 5, the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union within a reasonable time.
7. Upon expiration, the Employee shall be reinstated in the position she held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held. Where no such position is possible, Article 17 shall apply.

Notwithstanding paragraph 2 or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

9. Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence.
10. The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, WCB, pension plan, and group insurance premiums made on behalf of the Employee during the period of leave of absence.
11. This Memorandum shall form part of the Agreement.

MEMORANDUM OF AGREEMENT #2

between

ELIZABETH FRY SOCIETY MAINLAND NOVA SCOTIA

and the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION

Re: Non Bargaining-Unit Positions

The parties agree that women who receive compensation in the course of receiving training or retraining and providing services in Our Thyme Café and women who provide relief work at Holly House are not Employees or members of the Bargaining Unit, and are not covered by the terms of this Collective Agreement.