

Collective Agreement

between

**ISLAND EMPLOYMENT ASSOCIATION
(The “Employer”)**

and the

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION
(the “Union”)**

March 1 , 2019 – January 1, 2022

Table of Contents

| | |
|--|-----------|
| ARTICLE 1 - INTERPRETATION 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..... | 7 |
| 2.04 Harassment | 7 |
| 2.05 Safe and Healthy workplace | 7 |
| 2.06 Complaint Resolution..... | 7 |
| ARTICLE 3 - APPLICATION | 8 |
| 3.01 Application | 8 |
| ARTICLE 4 - FUTURE LEGISLATION | 8 |
| 4.01 Future Legislation | 8 |
| ARTICLE 5 - MANAGEMENT RIGHTS | 8 |
| 5.01 Management Rights..... | 8 |
| 5.02 Consistent Application | 8 |
| ARTICLE 6 - RIGHTS AND PROHIBITIONS..... | 9 |
| 6.01 No Lockout or Strike | 9 |
| ARTICLE 7 - UNION DUES CHECK-OFF | 9 |
| 7.01 Deduction of Union Dues | 9 |
| 7.02 Notification of Deduction | 9 |
| 7.03 Remittance of Union Dues | 9 |
| 7.04 Tax Form | 9 |
| 7.05 Liability | 9 |
| ARTICLE 8 - UNION INFORMATION..... | 9 |
| 8.01 Union Space | 9 |
| ARTICLE 9 - INFORMATION | 10 |
| 9.01 The Employer Shall Acquaint New Employees | 10 |
| 9.02 Letter of Appointment | 10 |
| 9.03 Job Description..... | 10 |
| 9.04 Seniority List..... | 10 |
| 9.05 Personnel Files..... | 10 |
| 9.06 Evaluation Reports | 10 |
| ARTICLE 10 - APPOINTMENT | 11 |
| 10.01 Probationary Period..... | 11 |
| 10.02 Confirmation of Permanent Appointment | 11 |
| 10.03 Termination of Probationary Appointment..... | 11 |
| 10.04 Ending Term Appointment | 11 |
| ARTICLE 11 - TIME OFF FOR UNION BUSINESS..... | 11 |
| 11.01 Leave Without Pay..... | 11 |
| 11.02 Notification to Employer | 12 |
| 11.03 Triennial Meeting | 12 |
| 11.04 Recognition, Rights and Duties of Stewards | 12 |
| 11.05 No Loss of Service, Seniority or Benefits | 12 |
| 11.06 Leave of Absence for Full-time Union President | 13 |
| ARTICLE 12 - GRIEVANCE PROCEDURE..... | 13 |
| 12.01 Grievances | 13 |
| 12.02 Union Approval | 14 |
| 12.03 Grievance Procedure..... | 14 |
| 12.04 Union Representation | 14 |
| 12.05 Amending of Time Limits | 14 |

| | | |
|---|---|-----------|
| 12.06 | Policy Grievance..... | 14 |
| ARTICLE 13 - ARBITRATION..... | | 15 |
| 13.01 | Notification..... | 15 |
| 13.02 | Referral to Arbitration..... | 15 |
| 13.03 | Single Arbitrator..... | 15 |
| 13.04 | Arbitration Procedure..... | 15 |
| 13.05 | Arbitration Award | 15 |
| 13.06 | Arbitration Expenses..... | 15 |
| ARTICLE 14 - DISCIPLINE AND DISCHARGE..... | | 15 |
| 14.01 | Just cause | 15 |
| 14.02 | Employee Performance Review..... | 15 |
| 14.03 | Record of Disciplinary Action | 16 |
| 14.04 | Notification of Discharge and Suspension Without Pay..... | 16 |
| 14.05 | Right to Have Steward Present..... | 16 |
| 14.06 | Joint Consultation | 16 |
| 14.07 | New Policies and Existing Regulations | 16 |
| ARTICLE 15 – RESIGNATION AND TERMINATION..... | | 16 |
| 15.01 | Notice of Resignation..... | 16 |
| 15.02 | Compensation for Entitlements..... | 16 |
| 15.03 | Compensation for Employer | 17 |
| 15.04 | Withdrawal of Resignation | 17 |
| 15.05 | Maintaining mandatory certifications..... | 17 |
| ARTICLE 16 - SENIORITY | | 17 |
| 16.01 | Definition of Seniority..... | 17 |
| 16.02 | Seniority Information..... | 17 |
| 16.03 | Loss of Seniority | 17 |
| ARTICLE 17 - LAYOFF AND RECALL | | 18 |
| 17.01 | Layoff..... | 18 |
| 17.02 | Union Consultation | 18 |
| 17.03 | Layoff Procedure | 18 |
| 17.04 | Notice of Layoff..... | 18 |
| 17.05 | Recall | 18 |
| ARTICLE 18 - PROMOTIONS, JOB POSTINGS AND TRANSFERS..... | | 18 |
| 18.01 | Job Posting: Internal..... | 18 |
| 18.02 | Filling Vacancies..... | 19 |
| 18.03 | Job Posting: External..... | 19 |
| 18.04 | Time Limits for Filling Vacancies..... | 19 |
| 18.05 | Return to Former Position..... | 19 |
| 18.06 | Trial Period | 19 |
| ARTICLE 19 – NO CONTRACTING OUT..... | | 20 |
| ARTICLE 20 - HOURS OF WORK | | 20 |
| 20.01 | Hours of Work..... | 20 |
| 20.02 | Meal Breaks and Rest Periods..... | 20 |
| 20.03 | Recall From Meal Breaks and Rest Periods..... | 20 |
| 20.04 | Staff Meetings, Activities and Functions..... | 20 |
| ARTICLE 21– OVERTIME | | 20 |
| 21.01 | Definitions..... | 20 |
| 21.02 | Allocation and Notice of Overtime..... | 21 |
| 21.03 | Union Consultation | 21 |
| 21.04 | Flex Work schedule | 21 |
| 21.05 | Overtime Meal Allowance | 21 |
| 21.06 | Computation of Overtime..... | 21 |
| 21.07 | Form of Compensation | 21 |

| | | |
|--|--|-----------|
| 21.08 | Carry Over of Overtime..... | 21 |
| 21.09 | No Layoff to Compensate for Overtime..... | 21 |
| ARTICLE 22 – PAY | | 22 |
| 22.01 | Pay | 22 |
| 22.02 | Pay days..... | 22 |
| ARTICLE 23 - PAID HOLIDAYS..... | | 22 |
| 23.01 | Paid Holidays..... | 22 |
| 23.02 | Religious Day in Lieu | 22 |
| 23.03 | Holiday Coinciding with Paid Leave | 22 |
| ARTICLE 24 – VACATIONS..... | | 22 |
| 24.01 | Annual Vacation Entitlement..... | 22 |
| 24.02 | Vacation Rules | 23 |
| 24.03 | Employee Request | 23 |
| 24.04 | Unbroken Vacation | 24 |
| 24.05 | Vacation Carryover | 24 |
| 24.06 | Illness During Vacation | 24 |
| 24.07 | Recall from Vacation..... | 24 |
| 24.08 | Reimbursement of Expenses upon Recall | 24 |
| 24.09 | Reinstatement of Vacation Upon Recall..... | 24 |
| ARTICLE 25 - LEAVES OF ABSENCE | | 25 |
| 25.01 | Special Leave | 25 |
| 25.02 | Combination of Leaves | 25 |
| 25.03 | Bereavement Leave..... | 25 |
| 25.04 | Pregnancy Leave..... | 25 |
| 25.05 | Pregnant Employee Rights | 26 |
| 25.06 | Parental Leave | 26 |
| 25.07 | Rights of Employees on Pregnancy or Parental Leave | 27 |
| 25.08 | Leave for Birth of Child/or Adoption | 28 |
| 25.09 | Compassionate Leave | 28 |
| 25.10 | Professional Development Leave | 28 |
| 25.11 | Education Leave | 28 |
| 25.12 | Court Leave | 29 |
| 25.13 | Leave for Storms or Hazardous Conditions | 29 |
| 25.14 | Leave for Medical and Dental Appointments..... | 29 |
| 25.15 | Personal Days | 29 |
| 25.16 | Notice for Request for Leave | 29 |
| ARTICLE 26 - SICK LEAVE | | 29 |
| 26.01 | Sick Leave Benefit..... | 30 |
| 26.02 | Sick Leave Entitlement | 30 |
| 26.03 | Employer Approval | 30 |
| 26.04 | Alcohol, Drug and Gambling Dependency | 30 |
| 26.05 | Confidentiality of Health Information | 30 |
| 26.06 | Report of Injuries | 30 |
| 26.07 | Proof of Illness..... | 30 |
| 26.08 | Notice | 30 |
| 26.09 | Alternate Medical Practitioner | 30 |
| 26.10 | Return to Work | 31 |
| ARTICLE 27- LABOUR MANAGEMENT AND SAFETY COMMITTEE..... | | 31 |
| ARTICLE 28 - HEALTH AND SAFETY | | 31 |
| 28.01 | Occupational Health and Safety Act | 31 |
| 28.02 | Right to Refuse Work and Consequences of Refusal | 32 |
| 28.03 | No Discrimination..... | 32 |
| 28.04 | First-Aid and CPR Training | 32 |

| | |
|---|-----------|
| ARTICLE 29 - AMENDMENT | 32 |
| 29.01 Amendment | 32 |
| ARTICLE 30 - SUCCESSOR RIGHTS..... | 32 |
| 30.01 Successor Rights..... | 32 |
| ARTICLE 31 - GROUP RRSP | 32 |
| 31.01 Contributions | 33 |
| 31.02 Participation..... | 33 |
| ARTICLE 32 – BENEFITS | 33 |
| 32.01 Group Benefits..... | 33 |
| 32.02 Unpaid Leave and Benefits..... | 33 |
| ARTICLE 33 – STAFF EXPENSES | 34 |
| 33.01 Staff expenses..... | 34 |
| 33.02 Reimbursement | 34 |
| ARTICLE 34–TERMS OF AGREEMENT..... | 34 |
| 34.01 Terms of Agreement | 34 |
| 34.02 Eligibility for Retroactive Pay | 34 |
| Appendix A - PAY PLAN..... | 35 |
| MEMORANDUM OF AGREEMENT # 1..... | 37 |
| Article 31 (Group RRSP) and Article 32 (Benefits) | 37 |
| MEMORANDUM OF AGREEMENT # 2..... | 38 |
| IT Services..... | 38 |

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

In this Agreement,

- (1) **"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. 1989c. 475 as specified by the Labor Relations Board Order No. 1505 and those positions as mutually agreed.
- (2) **"Day"** except where otherwise provided, means Monday through Friday excluding holidays.
- (3) **"Employee"** means a person who is included in the bargaining unit.
- (4) **"Employer"** means Island Employment Association.
- (5) **"Full-time employee"** means one hired to work the full time hours of work as defined in this collective agreement.
- (6) **"Part-time employee"** means an employee who is hired to work on a regular basis but for less than full-time hours as defined in this collective agreement. A part-time employee shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein. When a regular part-time employee is employed, the employee will be advised of the number of shifts (hours) the employee will be expected to work.
- (7) **"Service"** means the total accumulated months of employment with the Employer, as an Employee since the last date of hire.
- (8) **"Term employee"** means an employee who
 - (1) The Union and Employer agree there will be two types of Term Employees:
 - (a) those hired by the Employer for defined term special projects;
 - (b) those hired by the Employer to fill in for employees on an approved leave under the collective agreement.
 - (2) Those Employees hired by the Employer for special projects shall be hired only upon agreement of the parties and pursuant to a letter of understanding attached here to this Collective Agreement.
 - (3) Those hired by the Employer to replace an existing employee on a leave under this collective agreement shall have all rights under the Collective Agreement with the exemption of article 31 and 32 which will come into effect after six (6) months of continuous employment.
- (9) **"Union"** means the Nova Scotia Government & 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.1505 of the Nova Scotia Labour 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 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; Gender identity; gender expressions; 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

The Employer shall provide and the Union and employees shall support a workplace free from harassment including personal, sexual and harassment based on the protected grounds as set out in the Human Rights Act. The employer shall maintain a policy on Workplace harassment.

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.

2.05 Safe and Healthy workplace

The employer shall provide a safe and healthy work environment. The Union and employees shall support a workplace free from harassment. The employer shall maintain a policy on workplace harassment. All formal harassment complaints shall be in writing identifying the wrong doing and particulars of alleged harassment.

2.06 Complaint Resolution

Both parties recognize and agree that mediation can be a benefit in resolving complaints under this article. The parties agree, where appropriate to use mediation services prior to initiating the grievance process, including services supplied by the Department of Labor and Advanced Education.

ARTICLE 3 - APPLICATION

3.01 Application

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

ARTICLE 4 - FUTURE LEGISLATION

4.01 Future Legislation

In the event that any law passed by the Legislature applying to the employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The UNION acknowledges that subject to the terms of this Agreement, it is the exclusive function of Island Employment to:

- (a) Hire, suspend, discharge, direct, transfer in accordance with seniority within a classification, promote, demote, and lay off employees or otherwise discipline any employee covered by this agreement, however, a claim by an employee that they have been discharged, suspended, demoted, disciplined without just cause or laid off for non-disciplinary reasons shall be subject to a grievance under the Grievance procedure;
- (b) Operate and manage its organization in all respects in accordance with it's commitment and responsibilities;
- (c) Determine qualifications, certifications, training requirements, assign work, and determine hour of work, for an employee covered by this Agreement;
- (d) Make and alter, from time to time, rules and regulations to be observed by Employees. These rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (e) Determine the nature, quality and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staffing requirement to be used in providing these services.

5.02 Consistent Application

Island Employment shall possess and reasonably exercise all rights and functions, powers, privileges and authority with regard to the management and operation of the organization except as such are limited by the terms of this Agreement.

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike.

ARTICLE 7 - UNION DUES CHECK-OFF

7.01 Deduction of Union Dues

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

7.02 Notification of Deduction

The Union will inform the Employer of the deduction to be made under Article 7.01.

7.03 Remittance of Union Dues

The Employer shall send the amounts deducted under Article 7.01 to the Secretary/Treasurer of the NSGEU by one 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. The particulars will include the employee name and address, seniority date, job title, work site, pay period ending, amount collected and status of the employee.

7.04 Tax Form

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

7.05 Liability

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

ARTICLE 8 - UNION INFORMATION

8.01 Union Space

The Employer will provide space, in each work location, for the purpose of posting of notices pertaining to elections, appointments, meeting dates, and news items, social and recreational activities.

ARTICLE 9 - INFORMATION

9.01 The Employer Shall Acquaint New Employees

- (a) The employer agrees to inform new employees that a collective agreement is in effect and will supply each member with a copy.
- (b) A Union Steward shall be given the opportunity to meet each new bargaining unit member during regular working hours, without loss of pay and with no additional cost to the Employer, for a maximum of fifteen (15) minutes. Such time shall be arranged between the Steward and their Supervisor.

9.02 Letter of Appointment

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's job title, pay rate and employment status, including a designation as to their percentage of full-time hours.

9.03 Job Description

Upon hiring, each new Employee will be given a copy of the employee's job description.

Upon request by an Employee, the Employer shall provide the job description outlining the duties and responsibilities assigned to the employee's position.

When the employer changes the qualifications or a new job description is created, a copy shall be sent to the Local President.

9.04 Seniority List

An updated seniority list shall be posted in the workplace on April 1st each year. The list shall indicate each employee's name, date of hire and, for part-time employees. The Employer shall send a copy of this list to the Union.

9.05 Personnel Files

Employees shall have access to a copy of their personnel file as so requested in writing one (1) week prior to access.

9.06 Evaluation Reports

The Employer shall apply an annual standardized process and form for evaluation of employees. Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. The employee shall sign the evaluation indicating that she has read it. An employee shall receive a copy of an evaluation at the time of signing.

ARTICLE 10 - APPOINTMENT

10.01 Probationary Period

A newly hired employee may be appointed to the employee's position on a probationary basis for a period of three (3) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another three (3) months.

10.02 Confirmation of Permanent Appointment

The Employer shall, after an employee has served in a position on a probationary basis as per Article 10.01, confirm the appointment on a permanent basis.

10.03 Termination of Probationary Appointment

- (a) The Employer may terminate a probationary employee at any time with five (5) days' notice or pay in lieu of. The reasons for such termination will be given in writing to the employee and the Union not less than 5 days prior to the date of termination.
- (b) If the Employer terminates the employee because of willful misconduct or neglect of duty, Notice need not be given.

10.04 Ending Term Appointment

- (a) The Employer may end a term employee at any time with ten (10) days' notice, for operation requirements. The reasons for such ending will be given in writing to the employee and the Union not less than ten (10) days prior to the date of termination.
- (b) Notwithstanding Article 10.04 (a), the employment of an employee hired to a term appointment shall end at the conclusion of the term.

ARTICLE 11 - TIME OFF FOR UNION BUSINESS

11.01 Leave Without Pay

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

- (a) as members of the Board of Directors 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.

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 11.01 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.

11.02 Notification to Employer

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

11.03 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.

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 11.01 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.

11.04 Recognition, Rights and Duties of Stewards

The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of The Employer or her designate before leaving her work to perform her duties as a steward for workplace related issues.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify Employer or her designate.

11.05 No Loss of Service, Seniority or Benefits

While on 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.

11.06 Leave of Absence for Full-time Union President

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:

- (a) An employee who declares their 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.
- (b) An employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) the employee is to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs a) and b).
- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence on July 1 and end on June 30.
- (e) 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.
- (f) Upon expiration, the employee shall be reinstated in the position they 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.
- (g) Notwithstanding paragraph (b) 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.
- (h) 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.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Grievances

- (a) An employee who feels that they have been unjustly treated or considers them self aggrieved by any action or inaction by the Employer, shall first discuss the matter with the Employer no later than ten (10) days after the date on which they became aware of the action or circumstance. The employee may have a Steward or alternate present if so desired.
- (b) The Employer 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" and referred to the Employer in writing.

- (d) In each of the following steps of the grievance procedure, the Employer's designated representative 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.
- (e) The Employer will notify the employees when a person is designated to act as the immediate supervisor or Executive director.

12.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement the employee is not entitled to present the grievance unless they have 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 the employee(s) may within ten (10) days of having received the Employer written answer, present the grievance in writing to the immediate supervisor or designate. Failing satisfactory settlement within ten (10) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted at Step 2.

Step 2

Within ten (10) days from the expiration of the ten (10) day period referred to in Step 1, the grievance may be submitted in writing to the Executive Director or designate accompanied by any proposed settlement of the grievance and any replies at Step 1. The Executive Director or designate shall reply to the grievance in writing within ten (10) days of receipt of the grievance at Step 2.

12.04 Union Representation

In any case where the employee presents their 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.

12.05 Amending of Time Limits

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

12.06 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the employer's Executive Director 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. Policy Grievances will be filed at Step 2 of the grievance process.

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

Single 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 appointment of the chair or single arbitrator.

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, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the employer on an employee.

13.06 Arbitration Expenses

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

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 Just cause

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

14.02 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy to indicate that its contents have been read.

14.03 Record of Disciplinary Action

- (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) Notice of a disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

14.04 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, email (with read receipt) or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 1 of the grievance procedure.

14.05 Right to Have Steward Present

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

14.06 Joint Consultation

The parties agree to joint consultation on matters of common interest.

14.07 New Policies and Existing Regulations

The Union will be given a reasonable opportunity to consider and consult with respect to the introduction of a new policy or change to existing regulations.

ARTICLE 15 – RESIGNATION AND TERMINATION

15.01 Notice of Resignation

An employee desiring to terminate their 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.

15.03 Compensation for Employer

If an employee owes the Employer salary and/or vacation by the time of termination, such monies shall be reimbursed to the Employer within ten (10) days and can be deducted from monies owed to the employee by the Employer. If there are no monies owed that can be deducted, the employee shall reimburse the Employer by cheque within ten (10) days.

15.04 Withdrawal of Resignation

An employee, who has terminated their employment through resignation, may withdraw their resignation within two (2) days of the time it was submitted to the Employer.

15.05 Maintaining mandatory certifications

Employees that fail to meet and maintain mandatory certification requirements for their job classification are subject to discipline up to and including termination.

ARTICLE 16 - SENIORITY

16.01 Definition of Seniority

- (a) For the purposes of this Article, seniority shall be defined as the length of continuous service dating from the last date of hire with the employer.
- (b) In the event that two or more employees have the same seniority date, the employee with the greatest length of service in accordance with Article 1.01 shall be considered more senior.
- (c) If seniority is tied the employer with draws name, a local representative will be present at all draws.

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) the employee is discharged for just cause and is not reinstated.
- (b) the employee retires or resigns and fails to withdraw as in Article 15.04
- (c) the employee is laid off for more than twenty-four (24) consecutive months without recall.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff

Employees shall only be laid off because of reorganization, lack of work or lack of funds.

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

Subject to consideration of ability, experience, qualifications and mandatory certification by the Province of Nova Scotia. Employees shall be laid off in reverse order of seniority. The employee in receipt of a layoff notice may displace a junior employee, in each of the following steps. Displaced employees intending to bump shall notify the Employer, in writing, within five (5) working days from the date of the layoff notice of the position they intend to bump.

First, their own job classification; or

Second, an equivalent rated job classification for which they are qualified to do;

Third, a different job classification for which they are qualified to do in the bargaining unit and have the aptitude to perform the duties of that position.

17.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) The Employer will supply a notice within 72 hours of layoff. The Employer will use their best effort to supply as much notice as possible in the event of a layoff.

17.05 Recall

- (a) Employees shall be recalled in reverse order of layoff.
- (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, mandatory certifications, skills and abilities reflecting the functions of the job concerned, subject to appropriate training period.

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, the Employer shall email each employee and post a notice of such new position or

vacancy on the bulletin board for a period of one (1) week. This shall include all regular positions and vacancies.

- (b) The notice of vacancy shall indicate:
 - (i) the job title;
 - (ii) the category of appointment (regular or term) and the expected duration of the appointment; and
 - (iii) whether the position is full-time or the applicable part-time designation.

18.02 Filling Vacancies

Where two or more employees apply for a position in the bargaining unit, the Employer shall award the position to the senior qualified candidate, provided they possess the necessary qualifications, certification (or willing to acquire in a reasonable amount of time), skills and abilities reflecting the functions of the job concerned.

18.03 Job Posting: External

Only those positions which cannot be filled with a qualified bargaining unit employee through the process cited above will be available for posting outside the bargaining unit. The Employer can post position internal and externally at the same time.

18.04 Time Limits for Filling Vacancies

- (a) Vacancies in term positions shall be filled within one (1) month of the posting of the term position.
- (b) Vacancies in regular positions shall be posted within one (1) month of the notice of termination, and shall be filled as soon as reasonably possible.

18.05 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.

18.06 Trial Period

An employee from the bargaining unit filling a new position or vacancy in the bargaining unit shall be placed on a trial period for three months. If such employee proves unsatisfactory, is unable to perform the duties or opts to return to their former position during the trial period then they will return to their former position. Any other employee affected shall also be returned to their former position.

ARTICLE 19 – NO CONTRACTING OUT

The Employer shall not contract out, subcontract, transfer, lease, assign or privatize any same or similar work or services performed by members of the bargaining unit, without first offering it to bargaining unit members in order of seniority.

Furthermore, the Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, to avoid filling regular or term bargaining unit vacancies.

ARTICLE 20 - HOURS OF WORK

20.01 Hours of Work

Unless this Agreement provides otherwise, the hours of work shall be thirty seven point five (37.5) hours per week, Monday through Friday, 8:30am- 4:30pm, or other hours mandated by the Province of Nova Scotia.

20.02 Meal Breaks and Rest Periods

Meal breaks shall be one (1) hour with an unpaid portion of thirty (30) minutes, during each scheduled shift by the employer.

This does not preclude other arrangements acceptable to both the Employer and the Union, in variance to the foregoing.

20.03 Recall From Meal Breaks and Rest Periods

Should an employee be recalled by the Employer to duty during the designated meal break as provided in Article 20.02 and the entire meal break cannot be rescheduled during the shift, the meal break shall be compensated for at the applicable overtime rate set out in Article 21. Should an employee be recalled to duty by the Employer during the time provided in Article 20.02, other than during the designated meal break, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 21.

20.04 Staff Meetings, Activities and Functions

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

ARTICLE 21– OVERTIME

21.01 Definitions

- (a) **“overtime”** means authorized work by the employer in writing in excess of an employee's regular hours.
- (b) **“time and one-half”** means one and one-half (1 ½) times the straight time rate

21.02 Allocation and Notice of Overtime

The Employer shall make every reasonable effort:

- (a) to allocate overtime work based on client needs and operation requirements.
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.

21.03 Union Consultation

The Union is entitled to consult the Employer or its representative, whenever it is alleged that employees are required to work unreasonable amounts of overtime.

21.04 Flex Work schedule

With consent by the Employer, employees may modify their workday under special circumstances.

21.05 Overtime Meal Allowance

An employee, who is required to work a minimum of three (3) hours' overtime immediately following their scheduled hours of work and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to her place of work. Under such conditions the employee will receive reimbursement in the amount of \$15.00 through the payroll system.

21.06 Computation of Overtime

In computing overtime a period of thirty (30) minutes or less shall be counted as one-half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

21.07 Form of Compensation

Compensation for overtime shall be granted in the form of time off in lieu of overtime worked.

21.08 Carry Over of Overtime

An employee is required to use all time-in-lieu by March 31 of the fiscal year in which the overtime was accumulated. Lieu time shall not be carried over to another fiscal year. All requests to use lieu-time must be submitted in writing and pre-approved by their immediate supervisor.

21.09 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

ARTICLE 22 – PAY

22.01 Pay

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

22.02 Pay days

Employees shall be paid biweekly.

ARTICLE 23 - PAID HOLIDAYS

23.01 Paid Holidays

“Holiday” means:

(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 Sunday | (ix) Remembrance Day |
| (iv) Victoria Day | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Natal Day | (xii) Christmas Eve (1/2 day) |
| | (xiii) Heritage Day |

and any additional public holidays proclaimed by the Federal, Provincial or Municipal governments and funded by the province of Nova Scotia.

23.02 Religious Day in Lieu

Employees who are members of religions that do not recognize Good Friday, Easter Sunday, Christmas day or Boxing Day may request to use vacation or holiday time to observe spiritual or holy days.

23.03 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.

ARTICLE 24 – VACATIONS

24.01 Annual Vacation Entitlement

- a) An employee shall be entitled to receive annual vacation leave with pay:
- (i) each year during their first Thirty Six (36) months of service at the rate of one and one-quarter (1 1/4) days for each month of service;
and

- (ii) each year after Thirty Six (36) months of service at the rate of one and two-thirds (1- 2/3) days for each month of service; and
- (iii) each year after one hundred twenty (120) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and
- (iv) each year after one hundred and eighty (180) months of service at the rate of two and one half (2 ½) days for each month of service.

24.02 Vacation Rules

- (a) The vacation year shall be from April 1 to March 31st, inclusive.
- (b) The Union and the Employer recognize the need for employees to take their vacation.
- (c) For annual vacation time between April 1st and March 31st employees shall make written request for vacation by February 15th and the Employer shall respond in writing by March 15th, indicating whether or not the employee's request is granted.
- (d) Requests other than for annual vacation will be approved on a first come, first served basis.
- (e) Annual Vacation shall be awarded based on seniority.
- (f) An Employee who, upon separation from Island Employment Association who has been advanced vacation leave, shall repay Island Employment Association for the annual vacation leave that was taken but not earned.
- (g) An Employee, upon separation from Island Employment Association, shall be paid for vacation leave which was earned but not yet taken.
- (h) An employee who is on Long Term Disability shall not accumulate vacation.
- (i) An employee being paid under the Workers Compensation Act or on Pregnancy Leave shall not accumulate vacation beyond twelve (12) months.

24.03 Employee Request

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

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

24.04 Unbroken Vacation

Where operational requirements permit, the Operations Manager shall make every reasonable effort to grant to an employee their request to enjoy their vacation entitlement in a single unbroken period of leave; except that an employee shall not be granted in excess of two (2) weeks during the months of July and August.

Notwithstanding the above, requests for vacation in excess of two (2) weeks in July and August may be granted if all other employees have had their vacation requests for July and August approved. Preference for requests for such additional leave shall be given to employees with greatest length of seniority and the Employer shall make every reasonable effort to ensure that such request is approved.

24.05 Vacation Carryover

Up to five (5) days' vacation leave may, with the consent of the Operations Manager, be carried over beyond March 31st of the following year. Requests for carryover entitlement shall be made in writing by the employee to the Operations Manager not later than February 1st of the year in which the vacation is earned, provided however that the Operations Manager may accept a shorter period of notice of the request. The Operations Manager shall respond in writing within two (2) days of receiving an employee's request.

24.06 Illness During Vacation

If an employee becomes ill during a period of vacation time, the employee shall be granted sick leave, and her vacation credit restored to the extent of the sick leave. The Operations Manager may request a doctor's certificate in this case.

24.07 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty after they have proceeded on vacation leave or to cancel vacation once it has been approved.

24.08 Reimbursement of Expenses upon Recall

Where, during any period of approved vacation, an employee is recalled to duty, they shall be reimbursed for reasonable expenses that they incur:

- (a) in proceeding to their place of duty; and
- (b) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled.

In addition to the above, an employee shall be compensated at two (2) in lieu of work for time worked during the period of recall from vacation.

24.09 Reinstatement of Vacation Upon Recall

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

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Special Leave

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

- (i) Special leave without pay, for such period as the Executive Director deems circumstances warrant.

25.02 Combination of Leaves

Any combination of leaves in conjunction with vacation shall be coordinated with the Operations Manager and shall take into consideration the ongoing programming and servicing needs of the Employer.

25.03 Bereavement Leave

- (a) Employees shall be granted five (5) consecutive days leave, including the day of the funeral without loss of pay and benefits in the case of the death of a spouse, common-law partner, child, child in their care, guardian or parent, sister, brother, or any other relative permanently living with the employee.
- (b) Employees shall be granted three (3) consecutive days leave, including the day of the funeral without loss of pay and benefits in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step siblings.
- (c) Employees shall receive one (1) day off to attend the funeral for any other relative provided that they attend the funeral or other service.
- (d) An additional two (2) days may be granted for travel if the death occurs outside of Nova Scotia and provided the employee attends the funeral or other service.
- (e) Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.
- (f) Additional leave may be granted at the discretion of the employer.
- (g) If a death occurs during scheduled vacation, bereavement leave shall be substituted and the vacation shall be rescheduled at a later date.
- (h) Where an employee has been requested and has agreed to act as a pallbearer, time off work shall be granted without loss of pay to attend the funeral or other service. Where such a request involves more than one employee equal consideration may be granted, based on operational requirements.

25.04 Pregnancy Leave

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks, or longer if provided for in the Labour Standards Code,

- (b) An employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the employer with a least eight (8) weeks notice of the date she will begin her pregnancy leave.
- (g) Where notice as required under Article 25.06(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

25.05 Pregnant Employee Rights

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.
- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant employee or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 25.04 may be granted sick leave in accordance with the provisions of Article 26.

25.06 Parental Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to Seventy seven (77) weeks, or longer if provided for in the Labour Standards Code, upon giving the employer eight (8) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work.
- (b) Where notice is required under Article 25.06(a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.

(c) Parental Leave Following Pregnancy Leave

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,

- (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work.
- (ii) shall end not later than thirty-five (35) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began as determined by the employee, subject to the employee giving eight (8) weeks' notice of the date upon which the leave will end. The maximum combined pregnancy leave and parental leave to which an employee is entitled to is Seventy seven (77) weeks.

(d) Parental Leave for Partner

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 25.06 (c),

- (i) shall begin on such date coinciding with or after the birth of the child as the employee determines and;
- (ii) shall end not later than Seventy seven (77) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began and in any case, no later than Seventy seven (77) weeks after the child or children first arrive in the employee's home.

(e) Parental Leave for Adoptive Parents

An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to Seventy seven (77) weeks, or longer if provided for in the Labour Standards Code, This leave,

- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
 - (ii) shall end not later than Seventy seven (77) weeks, or longer if provided for in the Labour Standards Code, after the leave began
- (f) If both adoptive parents of a child or children are eligible for parental leave pursuant to article 25.06 (e), the total parental leave taken by both employees shall not exceed Seventy seven (77) weeks.

25.07 Rights of Employees on Pregnancy or Parental Leave

- (a) When an employee reports for work upon the expiration of the period referred to in Article 25.04 or 25.06 she shall resume work in the same position she held prior to the commencement of the pregnancy and/or

parental leave, with no loss of benefits accrued to the commencement of the leave.

- (b) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and her service and seniority shall be deemed to be continuous.
- (c) While an employee is on pregnancy or parental leave, the Employee shall opt to maintain coverage for medical, extended health and group life; and will pay their share and the employer share of the premiums during period of leave.

25.08 Leave for Birth of Child/or Adoption

Where an employee's partner gives birth to a child, the employee shall be granted special leave with pay up to a maximum of five (5) consecutive workdays.

25.09 Compassionate Leave

Employees employed for more than 3 months are able to take up to 8 weeks unpaid leave during the maximum of a 26-week period to care for a seriously ill family member who has a high risk of dying within that 26-week period.

A family member is:

- Spouse, common-law partner, or domestic partner of the employee
- Child or parent of the employee
- Child of the employee's spouse, common-law partner or domestic partner
- Employees parent's spouse, or common-law partner or domestic partner

Employee's jobs are protected while on this leave.

Employees have to provide a medical certificate from a medical professional saying that their family member fits the above description.

Employees can choose to maintain a benefit plan at their expense, offered by the employer, while on the leave.

25.10 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 an Operational Manager.

25.11 Education Leave

Extended education leave without pay may be granted by the Executive Director 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 Island Employment Association.

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

25.12 Court Leave

Leave of absence with pay (minus Jury duty pay received by member) shall be given to every employee who is required to serve on a jury or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding (including arbitration) authorized by law to compel the attendance of witnesses before it. This provision does not apply to an employee on an unpaid Leave of Absence, except for work-related proceedings.

25.13 Leave for Storms or Hazardous Conditions

- (a) When NSCC closes in Port Hawkesbury or Sydney the office in those areas will close. For Cheticamp and Inverness offices the Operational Manager shall decide on closers, the employer will be reasonable with all requests of closing
- (b) Reasonable lateness beyond the beginning of an employee's regular shift due to storm conditions, will be paid when justified to the employer by employee.
- (c) Office closer – if the employer decides not to open an office the employee will suffer no loss of pay.

25.14 Leave for Medical and Dental Appointments

Provided that the employee has sufficient sick leave credits, The Operational Manager shall grant an employee paid leave of absence debited against sick leave credits for medical, dental or therapeutic appointment, subject to the following criteria:

Whenever possible, employees shall arrange medical, dental and therapeutic appointments outside normal working hours.

25.15 Personal Days

An employee shall be granted three (3) personal days per fiscal year. Such leave will be debited against sick leave credits.

25.16 Notice for Request for Leave

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

25.17 Domestic/ Intimate Partner Violence

The Employer, union and employees support preventing and addressing intimate partner violence. The employer will allow leave with and without pay as per the Labour Standards Code on Domestic Violence Leave

ARTICLE 26 - SICK LEAVE

26.01 Sick Leave Benefit

An employee may claim sick leave when they are unable to attend work due to personal illness or injury, provided they have the necessary sick leave credits.

26.02 Sick Leave Entitlement

An employee shall be credited with annual sick leave of eighteen (18) days per year.

26.03 Employer Approval

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

26.04 Alcohol, Drug and Gambling Dependency

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

26.05 Confidentiality of Health Information

All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law.

26.06 Report of Injuries

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

26.07 Proof of Illness

An Employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence exceeding 3 days for which a sick leave is claimed by an Employee. Where an Employer has a reason to believe an Employee is misusing sick leave privileges, the Employer may issue a standing directive that requires the Employee to submit a medical certificate for any period of absence for when sick leave is claimed.

26.08 Notice

An employee who must be absent due to illness shall endeavor to notify the Executive Director or designate at the earliest possible time.

26.09 Alternate Medical Practitioner

For the purpose of this Article,

- (a) The Employer may require that the Employee be examined by an alternate medical practitioner. If the Employee is dissatisfied with the alternate medical practitioner selected by the Employer, the Employee shall advise the Employer accordingly, in which case the Employer will provide the Employee with the names of two (2) practitioners, experienced within the field related to the illness, and the Employee will select one (1) of the two.
- (b) Where the Employer refers an Employee to an alternative medical practitioner pursuant to this Article, and where medical fees in excess of those covered by Medical Services Insurance are incurred by the Employee, the Employer shall pay the cost of these fees.

26.10 Return to Work

When an employee is off for more than 30 day they shall give the employer at least ten (10) working days' notice of return to work.

ARTICLE 27- LABOUR MANAGEMENT AND SAFETY COMMITTEE

27.01 The Union and the Company shall participate in a Labour Management and Safety Committee which shall consist of up to two (2) representatives each of the bargaining unit and the Employer.

27.02 The Committee shall not have any powers to add to, modify or amend this Collective Agreement or with respect to its administration. The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

27.03 The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) working days prior to the meeting. Employee representatives on duty at the time of such a meeting shall not lose any pay while attending. Employee representatives off duty at the time of such meeting shall be compensated at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management and Safety Committee meetings shall not last longer than one (1) hour, unless mutually agreed otherwise.

ARTICLE 28 - HEALTH AND SAFETY

28.01 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, c7 (the Act). Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

28.02 Right to Refuse Work and Consequences of Refusal

In accordance with the provisions of Sections 43 and 44 of the Act, any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person, subject to the qualifications, limitations and procedures defined in Section 43 of the Act.

28.03 No Discrimination

Pursuant to Section 45 of the Act, the Employer shall not take, or threaten to take, discriminatory or other action against an employee because of that employee's assertion of her rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

28.04 First-Aid and CPR Training

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) training for at least one employee in each work location, annually. Participation in this training will be paid.

ARTICLE 29 - AMENDMENT

29.01 Amendment

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

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 - GROUP RRSP

31.01 Contributions

Each permanent employee shall contribute to the Group Registered Retirement Plan (RRSP). The Employer shall match employee contributions to this plan at the rate of six (6%) percent of regular wages. The Union and the Employer shall agree to rules governing the RRSP plan, copies of which will be available to all employees.

31.02 Participation

Participation in the Group RRSP is mandatory for all permanent full time and part time employees.

ARTICLE 32 – BENEFITS

32.01 Group Benefits

- (a) The total cost of the Medical and Dental Plans (which includes vision care) will be divided between Employer and employee on a 50/50 basis.
- (b) Participation in the group insurance benefits package is mandatory for all eligible employees, where individual funding agreements provide for it. Employees covered by another plan may sign a waiver for the dental and/or medical coverage, provided they can show proof of alternative coverage
- (c) The parties agree that the matter of 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 provision of this agreement.
- (d) The eligibility requirements, benefits and cost-sharing arrangement between an employee and the Employer are those specifically stated under the applicable insurance contracts.

32.02 Unpaid Leave and Benefits

Except as otherwise provided in this Agreement, an employee who is on an unpaid leave of absence, for any reasons, shall be entitled to continue to participate in the group benefits outlined in Article 32.01, provided:

- (a) The plan provider approves the continued participation;
- (b) The employee reimburses the Employer for both the Employer and employee portion of the premiums; and
- (c) The employee's remittance to the Employer for payment of the benefits remains current to within 30 days of the date the Employer is required to remit payment to the plan provider.

ARTICLE 33 – STAFF EXPENSES

33.01 Staff expenses

Staff expenses are all expenses incurred by staff related to the carrying out of job Responsibilities. This can include, but is not limited to mileage at the rate paid by the provincial government, meals, parking (except home office), bridge fare, and miscellaneous items as per applicable Provincial Government Rates.

33.02 Reimbursement

All staff expenses will be reimbursed, provided proper documentation is submitted to the Employer no later than the end of the month of the date the expenses were incurred. The Employer shall reimburse, subject to operational requirements, the expenses within two (2) weeks.

ARTICLE 34—TERMS OF AGREEMENT

34.01 Terms of Agreement

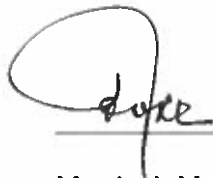
This Collective Agreement shall be in effect for a term beginning from March 1, 2019 and ending January 1, 2022. After January 1, 2022 this agreement shall be automatically renewed for successive periods of twelve months unless either party request the negotiation of a new agreement by giving written notice to the other party within the two month period preceding the date of expiration of this agreement or any renewal thereof. Wages increases and adjustments are retroactive to January 1, 2019. All other articles of this agreement, unless otherwise specified, are effective upon signing of this Collective Agreement.

34.02 Eligibility for Retroactive Pay

All persons who are employees as of the date of ratification are eligible for retroactive pay as indicated under article 34.01 and Appendix A, including those on approved leave.

DATED AT, Sydney, N.S. this 25th day of March, 2019.

Signed on behalf of the Employer:

A handwritten signature in black ink, appearing to read "Murdock", written over a horizontal line.

Murdock Moore, Board Chair

A handwritten signature in blue ink, appearing to read "D. Whitty", written over a horizontal line.

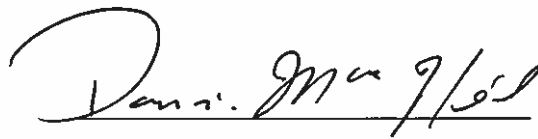
Dana Whitty – Acting Executive Director

A horizontal line for a signature.

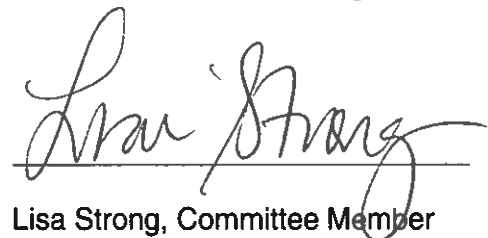
Signed on behalf of the Union:

A handwritten signature in black ink, appearing to read "ML", written over a horizontal line.


Jason MacLean, President

A handwritten signature in black ink, appearing to read "Donnie MacNeil", written over a horizontal line.


Donnie MacNeil, Chief Negotiator

A handwritten signature in black ink, appearing to read "Lisa Strong", written over a horizontal line.

Lisa Strong, Committee Member

A handwritten signature in black ink, appearing to read "Megan Peters", written over a horizontal line.

Megan Peters, Committee Member

A handwritten signature in black ink, appearing to read "Tanya Campbell", written over a horizontal line.

Tanya Campbell, Committee Member

Effective January 1, 2019 the wage rates in effect July 1st, 2018 will be increased by one percent (1%)

Effective January 1, 2020 the wage rates in effect January 1st, 2019 will be increased by one percent (1%)

Effective January 1, 2021 the wage rates in effect January 1, 2020 will be increased by one percent (1%)

| CURRENT CLASSIFICATIONS | July 1, 2018 | Jan 1, 2019 | Jan 1, 2020 | Jan 1, 2021 |
|---|---------------------|--------------------|--------------------|--------------------|
| Career Counsellor | 28.56 | 28.85 | 29.13 | 29.43 |
| IT Technician | 28.56 | 28.85 | 29.13 | 29.43 |
| ** Funding Program Manager | 24.91 | 25.16 | 25.41 | 25.66 |
| Employment Engagement Specialist | 23.54 | 23.78 | 24.01 | 24.25 |
| Job Developer | 23.54 | 23.78 | 24.01 | 24.25 |
| EES/Job Developer/Employment Support Practitioner/EES | 23.54 | 23.78 | 24.01 | 24.25 |
| Career Practitioner/EES | 22.96 | 23.78 | 24.01 | 24.25 |
| Career Practitioner | 22.60 | 22.83 | 23.05 | 23.28 |
| Employment Support Practitioner | 22.43 | 22.65 | 22.88 | 23.11 |
| Workshop Facilitator | 22.43 | 22.65 | 22.88 | 23.11 |
| *** Project Coordinator | 22.00 | 22.22 | 22.44 | 22.67 |
| *** Project Facilitator | 22.00 | 22.22 | 22.44 | 22.67 |
| Information Resource Specialist | 19.38 | 19.57 | 19.77 | 19.97 |
| * Career Practitioner/Workshop Facilitator | 29.71 | 29.71 | 29.71 | 29.71 |
| * Senior Career Practitioner | 23.98 | 23.98 | 23.98 | 23.98 |

*** The "red-circled" employee's salary rate shall remain in effect until maximum of the applicable salary range equals or surpasses the employee's "red-circled" Rate.**

**** The Funding Program Manager raise will take effect April 1, 2019, April 1, 2020 and April 1, 2021 to coincide with current funding agreements.**

***** For employee's currently in these roles wage increases and effective dates will be per MOA #1**

MEMORANDUM OF AGREEMENT # 1

Article 31 (Group RRSP) and Article 32 (Benefits)

MEMORANDUM OF AGREEMENT “MOA”

BETWEEN:

ISLAND EMPLOYMENT ASSOCIATION (“Employer”)

-and-

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION (“Union”)

The parties agree that on signing date of this agreement;

- There are employees that have previously entered into special projects with the employer.
- These employees do not have access to benefits listed in Article 31 (Group RRSP), Article 32 (Benefits) and general economic increases.
- These employees will continue not to have access to these benefits until conclusion of the original contract end date, or at a time as they leave the special project.
- These employees will receive economic increases as outlined in their project agreements
- Members returning to their positions will be placed at the appropriate wage rate for their classification.
- Once these previous agreed projects end this MOA will be removed from the Collective Agreement.

MEMORANDUM OF AGREEMENT # 2
IT Services

MEMORANDUM OF AGREEMENT "MOA"

BETWEEN:

ISLAND EMPLOYMENT ASSOCIATION ("Employer")

-and-

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION ("Union")

The Union and Employer recognize IT services are (social and website) are currently being contracted out to a third party. It is the intention of the employer to continue this practice and the Union accepts and acknowledges this as the only exception to Article 18 & 19.