

COLLECTIVE AGREEMENT

BETWEEN

BLACK LOYALIST HERITAGE SOCIETY

AND

**THE NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION**

Term of Agreement: August 25, 2023 – August 24, 2026



Table of Contents

PREAMBLE	3
ARTICLE 1 - INTERPRETATION AND DEFINITIONS	3
ARTICLE 2 – RECOGNITION	5
ARTICLE 3 - APPLICATION	5
ARTICLE 4 – FUTURE LEGISLATION	5
ARTICLE 5 - MANAGEMENT RIGHTS	6
ARTICLE 6 - RIGHTS AND PROHIBITIONS	6
ARTICLE 7 - UNION INFORMATION	7
ARTICLE 8 - INFORMATION	7
ARTICLE 9 – APPOINTMENT	8
ARTICLE 10 - JOB POSTING	9
ARTICLE 11 - CHECKOFF	10
ARTICLE 12 - STEWARDS	11
ARTICLE 13 - TIME OFF FOR UNION BUSINESS	11
ARTICLE 14 - HOURS OF WORK	14
ARTICLE 15 – OVERTIME	16
ARTICLE 16 - CALL BACK	17
ARTICLE 17 - VACATIONS	17
ARTICLE 18 – HOLIDAYS	20
ARTICLE 19 – OTHER LEAVES	21
ARTICLE 20 – BENEFITS	30
ARTICLE 21 - SICK LEAVE	31
ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	32
ARTICLE 23 - DISCIPLINE AND DISCHARGE	32

ARTICLE 24 - NOTICE OF RESIGNATION.....33
ARTICLE 25 - GRIEVANCE PROCEDURE.....34
ARTICLE 26 – ARBITRATION.....37
ARTICLE 27 - JOINT CONSULTATION38
ARTICLE 28 - TRAVEL38
ARTICLE 29 – PENSION39
ARTICLE 30 – HEALTH AND SAFETY39
ARTICLE 31 - JOB SECURITY40
ARTICLE 32 - INJURY ON DUTY45
ARTICLE 33 – SEASONAL EMPLOYEES.....46
ARTICLE 34 – PAY PROVISIONS47
APPENDIX “A” – Wages Schedule.....48
MOA #1 BENEFIT PLAN REVIEW COMMITTEE49
*MEMORANDUM OF AGREEMENT #250

PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the Employees and the Union, to improve the quality of the services provided and to promote the well-being and the increased productivity of its Employees to the end that the people we provide service to will be well and efficiently served; accordingly the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting Employees covered by this Agreement.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01* Definitions

For the purpose of this Agreement:

- (a) “Bargaining Unit” means probationary, permanent, full-time, and part-time positions of the Employer, of a year-round or seasonal nature, excluding the **Executive Director**, Executive Assistant, and summer students.
- (b) “Day” means:
 - (a) “Business Day” means Monday through Friday, excluding holidays.
 - (b) “Calendar Day” means any day of the week, including holidays.
 - (c) “Work Day” means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.
- (c) “Employee” means a person who is included in the bargaining unit.
- (d) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.
- (e) “Employer” means Black Loyalist Heritage Society.
- (f) “Holiday” means:
 - (i) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at

which the shift commenced if more than one-half (1/2) of the shift falls on a day designated as a holiday in this agreement.

- (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 am on a holiday designated in this agreement.
- (g) "Leave of Absence" means absent from work with permission.
- (h) "Seasonal Employee" means an Employee who works for the Employer on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season.
- (i) "Spouse" includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.
- (j) "Week" means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours.
- (k) "Union" means the Nova Scotia Government & General Employees Union.

1.02 Service

For the purposes of this Agreement, "service" means:

- (a) total accumulated months of employment for employees where appointments have been made by the Employer.
- (b) Notwithstanding Article 1.02 (a) 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 more than ten (10) days during that calendar month.

1.03* Gender

The Union and the Employer support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever a plural pronoun is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires. Unless otherwise specifically stated.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent of the Employees in the Bargaining Unit.

2.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination or harassment in respect of employment on the basis of the prohibited grounds as set out in the *Nova Scotia Human Rights Act*, except as authorized under the *Nova Scotia Human Rights Act* or by law.

2.03 No Discrimination for Union Activity

The Employer and the Union also agree there shall be no discrimination against any employee with respect to membership or activity in the Union.

ARTICLE 3 - APPLICATION

This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached or otherwise incorporated by reference, apply to and are 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 Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

4.02 Conflict with Regulations

If a provision in this Agreement conflicts with a regulation that affects Employees covered by this Agreement, the Agreement shall prevail over the regulation.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

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

5.02 Consistent Application

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

5.03 Delegation of Authority

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

5.04* Code of Conduct and Ethics

The Employer endeavors to achieve a positive and respectful workplace for all employees. The Employer also recognizes its role as a government entity of the Province of Nova Scotia and works to ensure that its operations are of the highest quality expected of an organization that is partially funded by Nova Scotians. To that end, the Employer requires all Employees to affirm the Code of Conduct and Ethics. All Employees are required to sign this document, acknowledging an understanding of the contents of the document, and accept adherence to this Code as a condition of employment.

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

The Employer shall not cause a lockout and an employee shall not strike during the term of this Agreement.

6.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of this Agreement during the term of this Agreement.

ARTICLE 7 - UNION INFORMATION

7.01 Bulletin Boards

The Employer will provide, upon request by the Union, adequate and visible bulletin board space for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs. The Union may bring to the attention of the Employer any concerns pertaining to bulletin boards, and the parties shall then endeavor to achieve a mutually satisfactory resolution, and such matters shall not be the subject of a grievance.

7.02 Distribution of Union Literature

The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

ARTICLE 8 - INFORMATION

8.01* Copies of Agreement

The Employer agrees to supply each employee with **an electronic** copy of this Agreement within ninety (90) days of the signing unless the Employer and the Union agree otherwise.

8.02* Letter of Appointment

An employee, upon hiring, shall be provided with a statement of their classification and employment status and applicable rate of pay. In the case of a part-time employee, it will include a designation as to the percentage of full-time hours. **Physical copies of this Agreement shall at all times be available to Employees at the Employer's location or upon request.**

8.03* Employer to Acquaint New Employees

- (a) The Employer agrees to provide new Employees at the time of hiring, or as soon as practicable thereafter, with a **physical or an electronic** copy of the collective agreement.
- (b) **The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and to introduce new Employees to the Shop Steward so the Employee can be advised of the terms and conditions set out in this Agreement.**

- (c) **The Employer will provide the Shop Steward with thirty (30) minutes time off with pay during regular working hours, subject to approval by the immediate Supervisor(s), to meet with new Employees of the Bargaining Unit for the purpose of acquainting the new Employee(s) with the Union and the Collective Agreement. The meeting will be scheduled at a mutually agreed upon time within thirty (30) days of the Employee's first day of becoming a bargaining member.**

8.04 Position Descriptions

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

8.05 Bargaining Unit Information

The Employer agrees to provide the Union such information relating to Employees in the bargaining unit that in the opinion of the Employer may be required for collective bargaining purposes.

ARTICLE 9 – APPOINTMENT

- 9.01*** An employee may be appointed to **their** position on a probationary basis for a period not to exceed six (6) months from the date of hire (a “probationary employee”). During the probationary period, **their** suitability for continued employment will be determined. Probationary employees may be laid off for lack of work or discharged at any time during the probationary period at the Employer's discretion. In such cases, the probationary employee may not file a grievance or proceed to arbitration unless management has not acted in good faith.
- 9.02*** Once a probationary employee has successfully completed the probationary period, **they** shall be entitled to all the rights and benefits of this Agreement. At that time, the probationary employee's name will be placed on the seniority list and the probationary employee shall receive seniority from the date of hire.

9.03 Termination Notice

- (a) If the employment of a probationary employee is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the probationary employee in writing not less than one (1) week prior to the date of termination.
- (b) The Employer will notify the Union when a probationary employee is terminated.

9.04 Pay in Lieu of Termination Notice

Where less notice in writing is given than provided for, a probationary employee terminated in accordance with the provisions of Article 9.03, shall continue to receive their pay for the number of work days prior to the date of termination.

9.05 Written Reasons for Termination

A probationary employee shall be given the reasons for termination in writing, if they so request, within the period of notice pursuant to Article 9.03.

ARTICLE 10 - JOB POSTING

10.01* Job Posting

- (a) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where Employees in the bargaining unit work **for a minimum of 14 calendar days to afford all interested Employees the ability to apply.**
- (b) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. The Employer reserves the right to post simultaneously such positions internally and externally.
- (c) Where no bargaining unit Employee is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.
- (d) Where it is the opinion of the Employer that a vacancy can be filled from within, and two or more applicants are qualified and those applicants are equal merit, preference in filling that vacancy shall be given to the Employee with the greatest length of service.

- (e) The Employer may hire term employees for a specified period of time to replace bargaining unit members who are on leave. The specified period of time shall not exceed twenty four (24) months, unless by mutual agreement of the Employer and the Union. These term employees shall not be entitled to the rights and benefits of this Agreement.

ARTICLE 11 - CHECKOFF

11.01 Deduction of Union Dues

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

11.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for Employees mentioned in Article 11.01.

11.03 Religious Exclusions

Deductions for membership dues shall not apply to any Employee who, for religious reasons, cannot pay Union dues provided they make a contribution equal to said Union dues to some recognized charitable cause.

11.04 Remittance of Union Dues

The amounts deducted in accordance with Article 11.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on their behalf.

11.05 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 12 - STEWARDS

12.01 Recognition

The Employer acknowledges the right of the Union to appoint Employees as Stewards.

12.02 Notification

- (a) The Employer and the Union will agree on the number of Stewards.
- (b) The Union agrees to provide the Employer with a list of the Employees designated as Stewards.

12.03 Servicing of Grievances

It is understood that the Officers, Stewards, and members of the Union 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, the steward will not leave the job without giving an explanation for leaving and obtaining the Employer's permission. Permission will not be unreasonably withheld. The Steward shall report back to the Employer before resuming the normal duties of their position.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01* Leave Without Pay

- (1) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees who are elected:
 - (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, NUPGE, CLC, 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;

Such permission shall not be unreasonably withheld, **however, the Employer reserves the right to restrict the use of such leaves of absence should requests for leave become too frequent. All requests for leave are to be in writing.**

The Union, its members or its agents may have meetings on Employer premises, upon providing the Executive Director with reasonable notice in writing. The Executive Director will determine a designated location on its premises for the meeting.

- (2) Special leaves without pay shall be granted to Employees who are selected or appointed to attend Union educational programs or to work as replacements for Union staff on a relief basis and for such other purposes as may be agreed to by the Employer, provided that operational requirements permit and on reasonable notice.

Such permission shall not be unreasonably withheld, **however, the Employer reserves the right to restrict the use of such leaves of absence should requests for leave become too frequent. All requests for leave are to be in writing.**

13.02 Notification to Employer

The Union shall notify the Employer of the names of Employees who are members of the Board of Directors and Bargaining Committee.

13.03 Number of Employees Eligible

The number of Employees eligible for special leave provisions under Article 13.01 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

13.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant leave without pay for not more than two (2) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission will not be unreasonably withheld.

13.05 Grievance Meetings

Where operational requirements permit, and with reasonable notice, the Employer shall grant leave with pay to an Employee for the purpose of attending grievance meetings with the Employer.

13.06 Joint Consultation

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to Employees who are meeting with management in joint consultation.

13.07* Union Executive Position

Where the Union has determined the requirement for a full-time elected Union Executive position under the following headings: President (NSGEU), 1st Vice-President, 2nd Vice-President, 3rd Vice-President, Secretary/Treasurer; President and Secretary-Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour, an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An Employee who declares their intention to offer for a full-time elected Union Executive position as outlined above, must notify the Executive Director as soon as possible after declaring their intention to seek the position.**
- (b) An Employee elected to one of the above noted full-time Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months per term.**
- (c) All benefits of the employee shall continue in effect while the employee is serving in the full-time Union Executive position and for such purposes: the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- (d) The gross salary shall be determined by the Union and paid to the Employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence. The Union will reimburse the Employer within 30 days of being invoiced.**
- (e) Upon expiration of their term of office, the President (NSGEU) 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.**

- (f) For positions other than President (NSGEU) upon the expiration of the first term of office, up to thirty-six (36) months in length, if the Employee does not seek re-election, the Employee shall be reinstated to the position they held immediately prior to the commencement of the approved leave or in a position mutually agreed upon by the Employee and the Employer.
- (g) For positions other than President (NSGEU), if the Employee seeks additional terms of office, another leave(s) of absence will be granted on the above conditions with the exception of (f). Following the expiration of any additional terms, the Employee will be entitled to access the placement or severance provisions as per the Collective Agreement, but not displacement.
- (h) Any vacation earned but not used prior to the Employee taking office shall be carried over to be taken in the fiscal year in which the Employee returns from the approved leave of absence.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

- (a) Unless this Agreement provides otherwise, the hours of work shall be thirty five (35) hours per week normally consisting of five (5) seven (7) hours shifts worked between the hours of 8:00 a.m. and 5:00 p.m., exclusive of meal breaks.
- (b) Programming staff may be scheduled to work their seven (7) hour days on evenings and weekends in order to facilitate programs.
- (c) Administrative office staff and maintenance shall be scheduled to work their seven (7) hour days Monday to Friday between the hours of 8:00 a.m. and 5:00 p.m., exclusive of meal breaks.
- (d) During the off-season all employees shall be scheduled to work their seven (7) hour days Monday to Friday between 8:00 a.m. to 5:00 p.m., exclusive of meal breaks.

14.02 Flexible Working Hours

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

- (b) The Employer may approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

14.03 Meal Breaks and Rest Periods

Employees will be entitled to an unpaid meal break of one-half (1/2) hour and two (2) paid fifteen (15) minute rest breaks.

14.04* Recall from Meal Break and Rest Period

- (a) **Should an Employee be recalled to duty during the designated meal break or rest break as provided in Article 14.03 and the entire meal break or rest break cannot be rescheduled during the shift such that the Employee misses the entirety of that meal break or rest break, the meal break or rest break shall be deemed to be time worked and compensated at the applicable straight time rate.**
- (b) **Should an Employee be recalled to duty during the designated meal break or rest break provided for in Article 14.03 such that the Employee only gets a partial meal break or rest break, and where time off equal to the difference between the break time taken and the total break period cannot be granted during the shift, the amount of the break period not taken will be paid to the Employee by the Employer at the applicable straight time rate.**

14.05 Days Off

During a two (2) week period Employees shall receive two consecutive (2) days off in each calendar week. This does not preclude shift arrangements, acceptable to both the Employer and the Employee(s), in variance to the foregoing.

Employees normally scheduled to work weekends shall be scheduled off a minimum of one two-day weekend per month.

14.06 Posting of Shift Schedules

- (a) The Employer agrees to post shift schedules at least 2 (two) weeks in advance and that there will be no change in the posted shift schedule except with the consent of the employee(s), or in the event of an emergency.
- (b) Except where operational requirements do not permit or by mutual agreement between the Employee and Employer, when the Employer

requires an Employee, who is regularly scheduled to work Monday through Friday, to work on a weekend as part of the Employee's regular bi-weekly hours the Employer shall make every reasonable effort to provide the Employee with four (4) weeks' notice, but in any case not less than two (2) weeks' notice of the weekend work.

14.07 Exchange of Shifts

Provided advance notice is given, which notice in the opinion of the Employer is deemed sufficient, and with the approval of the Employer, Employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the Employer.

14.08 Split Shifts

There shall be no split shifts.

14.09* Headings

The headings in this **Agreement** are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

ARTICLE 15 – OVERTIME

15.01 In accordance with Article 14, employees are required to prioritize their work in order to complete their work in a thirty-five (35) hour week.

15.02 "Overtime Hours" are any hours worked in excess of thirty-five (35) hours per week.

15.03 Employees are not to work Overtime Hours without the prior authorization of the Employer.

15.04 In circumstances where an employee has been authorized to work Overtime Hours, such Overtime Hours shall be compensated with time off in lieu for such additional time worked at a rate of time and one half (1 ½) for each hour of overtime worked. Employees are required to obtain approval from the Employer when taking time off in lieu. Such approval shall be subject to operational requirements but shall not be unreasonably withheld.

15.05* Time off in lieu for Overtime Hours not more than twenty-four and one half (24 ½) hours may, with the consent of the Executive Director and subject to operational requirements, be carried over to the subsequent fiscal year but

shall lapse if not used by May 31st of the subsequent fiscal year. All requests to carry forward Overtime Hours must be made in writing to the Executive Director no later than March 1st. The Employer shall respond in writing within one (1) calendar week of receiving an Employee's request.

15.06* If the Employee has not made any attempt to schedule their time off in lieu for Overtime Hours prior to the end of the current fiscal year, nor have they submitted a request to carry forward Overtime Hours to the subsequent fiscal year by March 1st, the Employer will schedule the Employee's time off in lieu for Overtime Hours prior to the end of the current fiscal year (i.e., March 31st) subject to operational requirements.

15.07 Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified Employees; and
- (b) to give Employees who are required to work overtime, notice of this requirement when this requirement is known to the immediate supervisor.

ARTICLE 16 - CALL BACK

16.01 Call Back

The Employer may call back an Employee during unscheduled hours, in order to meet unexpected operational demands.

16.02 Call Back Compensation

An Employee called back by the Employer for periods of less than three (3) hours will be compensated a minimum of three (3) hours pay at the applicable straight time rate.

ARTICLE 17 - VACATIONS

17.01* Annual Vacation Entitlement

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

- (a) each year during their first sixty (60) months of service at the rate of one and one-quarter (1 ¼) days for each month of service; three (3) weeks during first five (5) years of service.

- (b) each year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; four (4) weeks after five (5) years of service.
- (c) each year after one-hundred and eighty (180) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after fifteen (15) years of service.
- (d) **each year after three hundred (300) months of service at the rate of two and one half (2 ½) days for each month of service; six (6) weeks after twenty-five (25) years of service.**

17.02 The granting of vacation time off shall be based on employee service and the number of employees on vacation leave at one time will remain within the sole discretion of the Employer.

17.03* Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of **their** vacation preference for **their** first two (2) weeks of vacation as soon as possible for the following vacation year, but no later than February 15th in each year. The Employer will respond in writing by March 15th indicating whether or not the Employee's vacation request is authorized. In order to receive preference for vacation time off based upon service, the employee must apply for vacation leave in accordance with the deadlines set out herein. Otherwise the employee shall forfeit **their** service preference and vacation shall be granted in the order the request was received. The vacation year shall be April 1 to March 31 inclusive.

17.04 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the Employer and subject to operational requirements, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the Employee to the Employer not later than December 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an Employee's request.
- (b) 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.

17.05 Employee Compensation Upon Separation

An Employee, upon their separation from the Employer, shall be compensated for vacation leave to which the Employee is entitled.

17.06 Employer Compensation Upon Separation

An Employee, upon separation from employment, shall compensate the Employer for vacation which was taken but to which they were not entitled.

17.07 Vacation Credits Upon Death

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

17.08 Vacation Records

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

17.09 Recall from Vacation

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

17.10* Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, 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 he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.

17.11 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.09 and 17.10, 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.

17.12 Illness During Vacation

If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive work days, and such illness is supported by a medical certificate from a legally qualified medical practitioner, the Employee will be granted sick leave and their vacation credit restored to the extent of the sick leave.

ARTICLE 18 – HOLIDAYS

18.01* Paid Holidays

Employees may be eligible to be paid for seven (7) hours, at the employee's regular rate for the **thirteen (13)** named holidays as follows:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Natal Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) **National Day for Truth and Reconciliation**
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day; **and**
- (n) One ½ day on Christmas Eve Day beginning at 12:00 noon

18.02 Article 18.01 does not apply to an employee who is absent without pay on both the work day immediately preceding and the work day following the designated holiday.

18.03 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on the work day immediately following the day of rest.

18.04 Where a day that is a designated holiday for an employee as defined in Article 18.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

18.05* Where an Employee is scheduled to work on a paid holiday, as defined in Article 18.01, **they** shall receive (i) **their** regular rate of pay and (ii) one and one half (1 ½) **their** regular rate of pay for the number of hours worked on that holiday.

ARTICLE 19 – OTHER LEAVES

19.01* Bereavement Leave

- (a) An employee is entitled to a paid bereavement leave for up to five (5) consecutive working days in the event of a death of the employee's parent, step-parent, sister, brother, half-sister, half-brother, step-sister, step-brother, spouse, parent-in-law, child-in-law, child, step child, ward of the employee, grandparent, grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) An employee is entitled to a paid bereavement leave for up to two (2) days consecutive working days in the event of a death of the employee's aunt, uncle, sister-in-law, brother-in-law, niece, nephew, foster parent, or the grandparent of the spouse of the Employee.
- (c) Employees may be granted time off work **without pay** to attend the funeral of a fellow employee or close friend. Granting of this time will be at the discretion of the Employer and subject to operational requirements.
- (d) If a death occurs for which Bereavement Leave is provided under this Article, and the employee has scheduled vacation days, during the Bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days.
- (e) The Employer reserves the exclusive right to extend Bereavement Leave, with or without pay, in appropriate circumstances.
- (f) **An employee may defer a portion of their bereavement leave pursuant to this Article for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The Employee shall notify their immediate supervisor of their intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.**

19.02 Court Leave

An employee is entitled to five (5) paid consecutive working days where the employee is required to serve on a jury or is required to testify as a witness, in court, under subpoena or summons. Where the court proceeding extends beyond five (5) days, the Employer may extend court leave, in appropriate circumstances. Any monies earned over and above regular salary of the employee will be deducted. An employee is required to give the Employer as much notice as possible of the employee's requirement to take court leave. The employee shall provide a copy of the documentation indicating the requirement to be present in court.

19.03* Leave for Medical and Other Emergencies

- (a) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying the Employer, leave with pay, up to a maximum of five (5) work days per annum. The Employer may require proof of need for such leave as they consider necessary. In this article, family member means spouse, son, daughter, parent, grandparent, grandchild, brother, sister, aunt or uncle of the employee, whether or not living with the employee, or any other relative the employee who, while not listed herein, permanently resides with the employee.
- (b) An Employee may also use some or all of the five (5) work days in Article 19.03 (a) for a critical condition which requires **their** personal attention resulting from an emergency, which cannot be serviced by others or attended to by the Employee at a time when he/she is normally off duty.

19.04 Pregnancy and Parental Leave

The Employer agrees to grant pregnancy and parental leave in a manner consistent with the Nova Scotia *Labour Standards Code*, which provides:

Pregnancy Leave

- 59(1) A pregnant employee, who has been employed for at least one year, or such shorter period as may be prescribed by the regulations, is entitled to an unpaid leave of absence of up to sixteen weeks upon
- (a) Giving the employer notice of the date that she will begin the leave and the date she will return to work, as required by Section 59D; and
 - (b) Providing to the employer, where the employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected return date of delivery.
- (2) Pregnancy leave pursuant to this Section begins on such date, not sooner than sixteen weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.
- (3) Pregnancy leave pursuant to this Section ends on such date
- (a) Not sooner than the date of delivery; and
 - (b) Not later than sixteen weeks after the pregnancy leave began pursuant to this Section, as determined by the employee.

Requirement by employer to take leave

- 59A (1) Notwithstanding Section 59, an employer may require a pregnant employee, who has been employed by the employer for at least one year, or such shorter period as may be prescribed by the regulations, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected.
- (2) For greater certainty, nothing in subsection (1) affects any protection provided to a pregnant employee, regardless of the length of employment, by the *Human Rights Act*.

Parental Leave

- 59B (1) An employee, who has been employed by the employer for at least one year, or such shorter period as may be prescribed by the regulations, and who becomes, before or after this Section comes into force, a parent of one or more children through
- (a) The birth of the child or children; or
 - (b) The placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of, subject to subsection (4), up to seventy seven weeks upon giving the employer notice of the date that the employee will begin the leave and the date that the employee will return to work as required by Section 59D.
- (2) Where an employee takes pregnancy leave pursuant to Section 59 and the employee's new-born child or children arrive in the employee's home during the pregnancy leave, parental leave pursuant to this Section
- (a) Begins immediately upon completion of the pregnancy leave and without the employee returning to work; and
 - (b) Ends not later than sixty-one weeks after the parental leave began pursuant to this Section, as determined by the employee.
- (3) Where subsection (2) does not apply, parental leave pursuant to this Section
- (a) Begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and
 - (b) Ends not later than eighteen months after the child or children first arrive in the employee's home, as determined by the employee.
- (4) The maximum combined pregnancy leave and parental leave to which an employee is entitled is seventy-seven weeks.

Interruption of leave by hospitalization of child

- 59C (1) Notwithstanding Section 59B, where an employee has begun parental leave pursuant to that Section and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work in accordance with Section 59G and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the employer notice in accordance with Section 59D.
- (2) An employee is entitled pursuant to subsection (1) to only one interruption and deferral of each parental leave.

Notice

- 59D (1) Subject to subsection (1A), an employee shall give the employer four weeks' notice of
- (a) the date the employee will begin pregnancy leave pursuant to Section 59 or parental leave pursuant to subsection (3) of Section 59B, and
 - (b) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.
- (1A) Where an employee will have been employed for fewer than four weeks as of the date the employee's pregnancy leave pursuant to subsection (2) of Section 59 or the employee's parental leave pursuant to subsection (3) of Section 59B is to begin, the employee shall give the employer as much notice of the date the employee will begin the leave as is reasonably practicable in the circumstances.
- (2) Notice given pursuant to subsection (1) or (1A) may be amended from time to time by employee
- (a) by changing any date in the notice to an earlier date if the notice is amended at least four weeks before that earlier date;
 - (b) by changing any date in the notice to a later date if the notice is amended at least four weeks before the original date; and
 - (c) by adding the date that the employee will return to work if the notice is amended at least four weeks before the employee would have been required to return to work.
- (3) An employee shall give the employer as much notice as reasonably practicable of
- (a) the date the employee will begin pregnancy leave pursuant to Section 59 where she is advised by a legally qualified medical

practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;

- (b) the delivery where the actual delivery occurs sooner than expected;
 - (c) the first arrival of the child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected;
 - (d) the return to work of the employee pursuant to Section 59C; and
 - (e) the resumption of parental leave by the employee in accordance with Section 59C, and subsection (1) does not apply.
- (4) Notice given pursuant to this Section shall be put in writing where the employer so requests.

Proof of Entitlement

- 59E (1) Upon the request of the employer, where an employee takes parental leave pursuant to Section 59B, interrupts and defers leave pursuant to Section 59C or gives notice pursuant to subsection (3) of Section 59D, the employee shall provide such proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.
- (2) The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of subsection (1) of the matters attested to in the certificate.

19.05* Compassionate Care Leave

The Employer agrees to grant compassionate care leave in a manner consistent with the Nova Scotia *Labour Standards Code*, which provides:

Entitlement to unpaid compassionate-care leave

- 60E (1) In this Section,
- (a) repealed 2018, c. 36, s.11.
 - (b) "family member" in relation to an employee, means a **family** member as defined in the regulations
 - (c) "week" means the period between midnight on Saturday and midnight on the following Saturday.

- (2) An employee who has been employed by an employer for a period of at least three months is entitled to an unpaid leave of absence of up to twenty-eight weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from
 - (a) the day the certificate is issued; or
 - (b) where the leave was begun before the certificate was issued, the day the leave was begun.
- (3) The leave of absence referred to in subsection (2) may only be taken during the period
 - (a) that begins with
 - (i) the first day of the week in which the certificate is issued, or
 - (ii) where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
 - (b) **that ends with the last day of the week in which either of the following occurs:**
 - (i) the family member dies, or
 - (ii) the period of fifty-two weeks following the first day of the week referred to in clause (a) ends.
- (3A) For greater certainty, but subject to subsection (3), for leave under this Section to be taken after the end of the period of twenty-six weeks set out in subsection (2), it is not necessary for a legally qualified medical practitioner to issue an additional certificate under that subsection.
- (4) A leave of absence under this Section may only be taken in periods of not less than one week's duration.
- (5) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in subsection (2).
- (6) To (8) repealed 2018, c. 13, s.5.
- (9) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Section.

Return to work

- 60EA (1) Where an employee who takes a leave to provide care and support to a person pursuant to Section 60E ceases to provide care or support during a week of leave,

- (a) The employee's entitlement to leave continues until the end of the week; and
 - (b) The employee may return to work during the week only if the employer agrees, whether in writing or not.
- (2) Where an employee returns to work under clause (b) of subsection (1), the week counts as an entire week for the purpose of any provision in Section 60E that limits the entitlement to leave to a certain number of weeks.

19.06 Reservist Leave

The Employer agrees to grant Reservist Leave in a manner consistent with the Nova Scotia *Labour Standards Code*, which provides:

Unpaid service leave

60H (1) In this Section and Section 60HA,

- (a) "Reserves" means that component of the Canadian Forces referred to in the National Defence Act (Canada) as the reserve force;
 - (b) "service" means a period of
 - (i) deployment to a Canadian Forces operation, inside or outside of Canada, or engagement inside or outside of Canada in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with a deployment
 - (ii) training required by the Canadian Forces, including Canadian Forces military skills training, or
 - (iii) time in relation to an operation, activity or training referred to in subclause (i) or (ii), for (A) travel from or to the employee's residence in connection with the operation, activity or training or (B) treatment, recovery or rehabilitation with respect to a physical or mental health problem that results from engagement in the operation, activity or training.
- (2) An employee who
- (a) is a member of the Reserves;
 - (b) has been employed by an employer for a period of at least three months or such shorter period as may be prescribed; and
 - (c) is required by the Canadian Forces to be absent from the employer's civilian employment for the purpose of service, is entitled to an unpaid leave of absence for the purpose of service in accordance with this Section and Section 60HA.
- (3) Subject to subsection (4), the entitlement under subsection (2) may total no more than twenty-four months in any sixty-month period.

- (4) Subsection (3) does not apply to leave of absence taken as a result of a national emergency within the meaning of the Emergencies Act (Canada).

Notice

- 60HA (1) Subject to subsection (2), an employee who meets the criteria in subsection (2) of Section 60H is entitled to a leave of absence upon giving the employer notice in writing, at least four weeks in advance of the date the employee intends to begin the leave, of
- (a) the employee's intention to take the leave;
 - (b) the anticipated commencement and end date of the leave; and
 - (c) the anticipated date of return to work.
- (2) Where the employee receives notice of the requirement to participate in a period of service and the notice is received less than four weeks before the service is anticipated to commence, the employee shall notify the employer of the information required by clauses (a) to (c) of subsection (1)
- (a) as soon as is reasonably practicable; and
 - (b) in writing, unless it is not reasonably practicable to do so.
- (3) Where the employer so requests, the employee shall, as soon as is reasonably practicable, provide the employer with a certificate from an official with the Reserves,
- (a) stating that the employee is a member of the Reserves and is required for service; and
 - (b) where possible, specifying the expected dates for the period of service.
- (4) Subject to subsection (5), every employee taking a leave of absence pursuant to subsection (2) of Section 60H shall
- (a) where any of the information in clause (b) or (c) of subsection (1) changes, provide the employer with at least four weeks' notice in writing of the new commencement or end date of the leave or the new anticipated date of return to work; and
 - (b) return to work no later than
 - (i) four weeks after the employee's period of service ends, or
 - (ii) in the case of a period of service that consists of training other than deployment, the next regularly scheduled working day following the period of service.
- (5) Where the employee receives less than four weeks' notice that the commencement or end date of a period of service will change and the employee is taking or will take a leave of absence in respect of that period

of service, the employee shall notify the employer of the new commencement or end date of the leave and of any anticipated change in the date of return to work that results from that change

- (a) as soon as is reasonably practicable; and
- (b) in writing, unless it is not reasonably practicable to do so.

19.07*Leave for Public Office

Where operational requirements permit and on reasonable notice request for leave of absence without pay for **any electoral campaign period for Public Office** will not be unreasonably denied. **If elected, the Employee must resign their employment.**

19.08 Educational Leave

An Employee may request from the Employer a leave without pay to pursue educational training or upgrading. Requests will be considered on a case-by-case basis, and subject to operational requirements, and will be judged on how the leave will help the organization and add to the Employee's skills in relation to their job. Requests shall be made two (2) months prior to the anticipated start date of the educational training or upgrading.

19.09 Examination Leave

When an Employee participates in a personnel selection process for a position with the Employer or for promotion, they shall be granted leave of absence with pay for the period during which the Employee's presence is required for purposes of the selection or promotion process. Such leave of absence shall be requested by the Employee of their supervisor as soon as possible after the requirement of their presence is known.

19.10 Leave for Birth of Child/or Adoption

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) day special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days.

19.11* Leave for Personal Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to five (5) work days per annum in order to engage in personal preventive medical and dental care. Such leave shall be deducted from the Employee's sick leave. **Further, such leave shall be subject to the following criteria:**

- (a) Whenever possible, the Employee shall arrange for medical and dental appointments outside of the Employee's normal hours of work;**
- (b) Employees must provide a written request five (5) days in advance of scheduled medical and dental appointments, or as soon as possible if the appointment is scheduled within five (5) days.**
- (c) If the Employee appears to be taking excessive time off for medical or dental appointments, the Employer may require proof of attendance at the physician or dentist's office.**
- (d) The leave shall be intended to provide for time needed to attend the appointment and time needed to travel to and from the appointment. The Employer expects that the Employee shall attend work as usual outside of their attendance at the appointment and reasonable travel time.**

19.12 Other

The Employer reserves the exclusive right to grant or extend leaves, with or without pay, in appropriate circumstances.

ARTICLE 20 – BENEFITS

20.01 The Employer and employees shall share equally in the premium cost of the following group benefit plans:

- (a) Health**
- (b) Dental**
- (c) Life insurance**
- (d) EAP**

- 20.02** Employees shall participate in the benefits plan established at Article 20.01, unless they opt out of the benefits plan in accordance with the plan provider's policies.
- 20.03** The agreement of the Employer to contribute to the cost of a group benefit plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.
- 20.04*** Should an employee, for whatever reason, be approved for an unpaid leave of absence, the employee must continue to provide the Employer with **their** portion of the monthly benefit premiums pursuant to Article 20.01.

ARTICLE 21 - SICK LEAVE

- 21.01*** The purpose of sick leave is to provide employees with some protection against the loss of earnings during short-term periods when, due to **their own** illness, they cannot perform their assigned duties. No payments shall be made for accumulated sick leave upon retirement or if an employee separates for any reason.
- 21.02** Employees shall earn sick leave at the rate of 1 ½ days per month of service to a maximum of ninety (90) days.
- 21.03*** Proof of illness suitable to the Employer may be required for any period of illness. In all cases, a medical certificate satisfactory to the Employer, is required for any period of sick leave in excess of three (3) consecutive working days, **subject to the Nova Scotia Patient Access to Care Act, as amended or any successor legislation, which provides as follows:**
- 5 (1) An employer may not require a certificate with respect to an employee's absence from work due to the employee's sickness or injury unless**
- (a) the absence continues for more than five consecutive working days; or**
 - (b) the employee has had at least two non-consecutive absences of five or fewer working days due to sickness or injury in the preceding 12 months.**

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

22.01 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. An Employee shall be entitled to a minimum of two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

22.02* 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 **three (3)** years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01 Just Cause

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

23.02 Notification

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

23.03 Grievances

Where an Employee alleges that they have has been suspended or discharged in violation of Article 23.01, they may within ten (10) business days of the date on which they were notified in writing or within twenty (20) business days of the date of their suspension or discharge, whichever is later, invoke the grievance procedure including provisions for Arbitration, and for the purpose of a grievance, alleging violation of Article 23.01 they shall lodge their grievance at the final level of the grievance procedure.

23.04 Reinstatement

Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Article 23.01, that Employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued to them if they had not been suspended or discharged. One of the benefits the reinstated employee shall not lose is regular pay during the period of suspension or discharge which shall be paid to the employee as soon as practicable following reinstatement.

ARTICLE 24 - NOTICE OF RESIGNATION

24.01 Notice of Resignation

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

24.02 Absence Without Permission

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

24.03* Withdrawal of Resignation

An Employee who has terminated **their** employment through resignation, may withdraw their resignation within two (2) work days of the time it has been acknowledged by the Employer pursuant to Article 24.01.

24.04 Failure to Give Notice

An Employee who fails to give notice required by Article 24.01, shall be struck from the payroll effective the day the Employee is absent without leave, and shall have deducted from monies owed by the Employer, a sum equivalent to the salary payable to the Employee for the period of notice which the Employee failed to work.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01*Grievances

- (a) An Employee(s) who feels that they have been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with the **Executive Director** no later than twenty-five (25) work days after the date on which they became aware of the action or circumstance. The Employee(s) may have a Steward present if so desired.
- (b) The **Executive Director** shall answer the dispute within five (5) work 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 the supervisor shall be notified accordingly.
- (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.

25.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement or an Arbitration Award, 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.

25.03* 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 **Executive Director**, the Employee(s) may within ten (10) days of having received the manager's answer, present the grievance in writing to the **Executive Director** at Step 1 of the grievance procedure. 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 to Step 2.

Step 2

Within five (5) days from the expiration of the ten (10) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to the Board of Directors Human Resources Committee at Step 2 of the grievance procedure and may be accompanied by any proposed settlement of the grievance and any replies at Step 1. The Human Resources Committee shall respond to the grievance within fifteen (15) days from the date the grievance was presented at Step 2.

The parties may agree before Step 2 of the Grievance Procedure or at any later time in the Grievance or Arbitration process under this Agreement, to refer the dispute to mediation. In the event mediation is unsuccessful the grievance or arbitration shall resume at the point in the process where the dispute was before referral to mediation.

25.04 Decision by Employer

The decision given by the Employer at the final step in the grievance procedure shall be final and binding upon the Employee(s) and the Union unless the grievance is referred to arbitration.

25.05 Union Referral to Arbitration

Failing satisfactory settlement at Step 2 or upon expiration of the fifteen (15) day period referred to in Step 2 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to arbitration under Article 26.

25.06* Union Representation

In any case where the Employee(s) presents **their** grievance in person or in any case in which a hearing is held on a grievance at any level, the Employee(s) shall be accompanied by a representative of the Union.

25.07 Time Limits

Except where ninety (90) calendar days is referenced in Article 25.05, in determining the time in which any step under the foregoing proceedings or under Article 26 is to be taken, Saturdays, Sundays, and designated holidays shall be excluded. If advantage of the time limits have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be re-opened.

25.08 Amending of Time Limits

At the request of either party to this Agreement, it may be mutually agreed in writing to extend the time limits specified herein.

25.09 Policy Grievance

When either party disputes the general application or interpretation of this Agreement, then either party may give to the other notice of its position. The Parties will arrange a meeting to discuss the matter and subsequently, the Party against whom the complaint has been given will give an answer. If the matter is not settled to the mutual satisfaction of the parties, it may be referred, in writing, to Step 2 of the Grievance procedure set out in Article 25.03, and may subsequently be referred to arbitration in accordance with Article 26. This section does not apply in cases of individual grievances.

25.10 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Union Local or designate and the President or designate shall answer such grievance within fifteen (15) days.

25.11 Sexual Harassment

Cases of sexual harassment shall be a matter for grievance and/or arbitration. Such grievances may be filed by the aggrieved Employee and/or the Union at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 26 – ARBITRATION

26.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party within ninety (90) calendar days of the receipt of the reply at Step 2 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

26.02 Referral to Arbitration

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

26.03 Regular Arbitration Procedure

(a) 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) calendar days of notice of arbitration in accordance with Article 26.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Procedure

The 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 thirty (30) calendar days from the date the hearing concludes.

26.04 Arbitration Award

All 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.

26.05 Arbitration Expenses

The parties shall share equally in the fees of the Arbitrator.

ARTICLE 27 - JOINT CONSULTATION

27.01 Joint Consultation

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of providing joint consultation on matters of common interest.

ARTICLE 28 - TRAVEL

28.01* Mileage Allowance

An employee authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance in accordance with **Kilometrage and Transportation Allowance Rate Changes set pursuant to the Nova Scotia Civil Services Act annually on April 1. The rates will be** adjusted annually (up or down) on April 1, of any subsequent year of this Agreement after April 1, 2020. This adjustment will be based on the annual average year over year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December change over January to December. **The Employer will post the annual maximum no later than April 1st of each year.**

28.02* Other Expenses

- (a) Reasonable expenses incurred by an Employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval.
- (b) In addition to (a) above, where an Employee is traveling on the Employer's business and overnight commercial accommodations have been authorized and used, the Employee will be reimbursed an allowance of **ten dollars (\$10.00)** per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

28.03* Meal Allowances

Subject to Article 28.02, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals that are not otherwise provided, in accordance with the following:

Breakfast **\$15.00** per day may be claimed when the employee has been travelling on the Employer’s business for more than one hour before the recognized time for the start of the day’s work.

Lunch **\$20.00** per day

Dinner **\$30.00** per day may be claimed when the employee is not expected to return to their residence before 6:30 p.m.

28.04* Private Accommodation

Where the Employee is required to be away overnight on the Employer’s business and **their** supervisor has authorized the use of private overnight accommodations, the Employee may be reimbursed to a maximum of \$40.00 per night.

ARTICLE 29 – PENSION

29.01 Pension

Employees shall be covered by the provisions of the Cultural Federation of Nova Scotia’s pension plan, as amended from time to time.

ARTICLE 30 – HEALTH AND SAFETY

30.01 Health and Safety Provisions

The Employer shall continue to make all reasonable provisions for the occupational health and safety of Employees. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

30.02 Occupational Health and Safety Act

The Employer, the Union and the Employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7. as amended (the “*Occupational Health and Safety Act*”).

30.03 First Aid Training

In the interests of the occupational health and safety of Employees, the Employer will undertake an in-service program of first aid training aimed at providing a first aid officer.

30.04 First Aid Kits

The Employer shall provide an area, in each building where employees work, equipped with a first aid kit, for the use of Employees taken ill during working hours.

30.05 Safety Equipment

The Employer shall provide all safety equipment necessary for the occupational safety and health of Employees, as determined by the *Occupational Health and Safety Act*. The employer may authorize employees to purchase their own equipment and in such cases will reimburse employees upon provision of a receipt for the purchase. Such purchases must be pre-approved.

30.06 Right to Refuse Work

Any Employee may exercise their right to refuse work in accordance with the provisions of the *Occupational Health and Safety Act*.

ARTICLE 31 - JOB SECURITY

31.01 Layoff

An employee(s) may be laid off because of technological change, shortage of work or funds, discontinuance of a function, or the reorganization of a function.

31.02 Introduction

The Employer agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services they provide.

31.03 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

31.04 Training and Retraining

- (a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.
- (b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.
- (c) The duration of the training/retraining under this Article shall be determined by the Employer.

31.05 Application

For purposes of this Article, employee means a permanent or part-time year-round employee.

31.06 Union Consultation

Where positions are to be declared redundant because of technological change, shortage of work or funds, or the discontinuance or re-organization of work, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to declare redundancies. The Employer shall not contract out the services provided by Employees.

31.07* Employee Placement Rights

Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, an employee whose position has become redundant, shall have the right to be placed in a vacancy in the following manner and sequence:

- (a)
 - (1) a position in the employee's same position;
 - (2) if a vacancy is not available under (1) above, then any bargaining unit position for which the employee is qualified.

At each of the foregoing steps, all applicable vacancies shall be identified and the employee shall be assigned to the position of the Employee's choice, subject to consideration of the provisions herein. If there is more than one employee affected, their order of preference shall be determined by their order of seniority.

- (b) An employee will have a minimum of two (2) full days to exercise **their** placement rights in this step of the placement process.
- (c) Where a vacancy exists which has a higher maximum salary than that of an employee's position, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement.

31.08 Layoff Procedure

Where the layoff of a bargaining unit employee is necessary, and provided ability, skill, and qualifications are sufficient to perform the job, employees shall be laid off in reverse order of seniority.

31.09 Notice of Layoff

- (a) Thirty (30) work days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off.
- (b) Notice pursuant to this Section shall include the effective date of layoff and the reasons therefore.
- (c) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
 - (i) to exercise placement rights in accordance with the procedure set out in this Article;
 - (ii) to accept layoff and be entitled to recall in accordance with this Article.

An employee who intends to exercise placement rights to (c) (i) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the employee does not indicate such intent within this period the Employee will be deemed to have opted to accept layoff in accordance with (c) (ii) above.

31.10 Pay in Lieu of Notice

Where the notice required by Article 31.09 is not given, the employee shall receive pay in lieu thereof, for the amount of notice to which the employee is entitled.

31.11 Recall Procedure

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

- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, employees placed on the Recall list shall be recalled by order of seniority to any position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the bargaining unit.
- (c) The Employer shall give notice of recall by telephone or email. Employees are responsible for keeping the Employer informed of their current telephone number and email address.
- (d) The employee will have a maximum of two (2) business days to notify the employer if they wish to be recalled to the position offered.
- (e) 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 the Employee is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position, in which event the Employee will be struck from the Recall list. However, an employee's refusal to accept recall to the Employee's same position 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 the Employee is employed elsewhere.

31.12 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twenty-four (24) consecutive months without recall.

31.13*Seniority

- (a) **Seniority Defined**
 - (i) For the purposes of this Article, seniority shall be defined as the length of continuous service dating from the last date of appointment with the Employer.
 - (ii) 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 1.02 shall be considered more senior. Where two or more employees have the same length of service, the employee with the earliest date of hire will be considered as having greater seniority. However, where an employee was hired, left the employ of the Employer, and was later rehired, the most recent

date of hire, rather than the earliest date of hire, will be the date applied. For the purpose of this Article, a seasonal layoff does not constitute leaving the employ of the Employer.

(b) **Seniority Information**

The Employer agrees to provide the Union with seniority lists within thirty (30) calendar days of a request to do so, and annually on April 1st, or as otherwise mutually agreed.

(c) **Loss of Seniority**

An employee shall lose seniority and shall be deemed to have terminated **their** bargaining unit position in the event that:

- (i) the employee is discharged for just cause and not reinstated;
- (ii) the employee resigns;
- (iii) the employee is struck from the recall list in accordance with Article 31.11(e);
- (iv) the employee is laid off for more than twenty-four (24) consecutive months without recall.

31.14 No New Employees

No new employee shall be hired unless all employees on the Recall list who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

31.15* Failure to Return to Work

This section applies to an Employee who fails to return to work on the day of recall and fails to provide medical documentation to support sickness or medical disability or another reason to the satisfaction of the Employer or before the day of recall. The Employee will be provided final notice by registered mail or hand delivery that they have been deemed to have resigned effective the day of recall unless they return to work within seven (7) calendar days of the date the final notice was sent.

ARTICLE 32 - INJURY ON DUTY

32.01 Reporting of Injuries

An Employee who is injured on duty shall immediately report or cause to have reported an 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.

32.02* Workers' Compensation

- (1) When an Employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Employee is entitled to time loss compensation, the Employer shall place the Employee on leave without pay status, for such period as the Workers' Compensation Board determines.
- (2) An Employee shall not be entitled to sick leave for any period for which the Employee receives Workers' Compensation time loss benefits.
- (3) Where an Employee is unable to work as a result of an injury on duty and where permitted by the Workers' Compensation Act:
 - (a) the Employer shall pay to the Employee **their** full wages on the day of the injury;
 - (b) for year-round Employees, the employer will continue to pay the employer's portion of the pension plan contributions as well as the group medical and life insurance benefit premiums during the period the Employee is on leave without pay status and receiving worker's compensation benefits, where the plans permit and provided that the Employee continues to pay the Employee portion of such benefits. The absent Employee will provide the employer with post-dated cheque by the 15th of each month to cover the Employees cost of the benefits for the ensuing months during **their** absence.

32.03 The Employer shall maintain a record of its Employees injured on duty.

ARTICLE 33 – SEASONAL EMPLOYEES

Except as provided below, all terms of this Agreement shall apply to Seasonal Employees:

33.01 Service Related Benefits

For the purposes of earning entitlement to the service related benefits in Article 17 (Vacation), Article 18 (Sick Leave), and Article 19 (Other Leaves), Article 1.02 of this Agreement applies.

33.02 Pro-Ration of Service Related Benefits

Vacation, Sick Leave, Leave for Medical and Other Emergencies, and Leave for Personal Medical and Dental Appointments, will be pro-rated based on service in the fiscal year.

33.03 Seasonal employees are not eligible to participate in the pension or health benefit plans.

33.04 (a) Layoff

- (i) A Seasonal Employee may be laid off by the Employer at the end of the season, or when operational requirements as determined by the Employer, necessitate such action.
- (ii) The Employer will provide ten (10) work days' notice of layoff in writing to a Seasonal Employee. Where less notice in writing is given than provided for, the employer shall provide pay in lieu of all or part of the 10 day notice period.
- (iii) Subject to operational requirements as determined by the Employer, the Employer will offer a seasonal employee seasonal employment the following season.

(b) Seasonal Layoff and Recall

- (i) Effective the date of the layoff the seasonal employee shall be placed on the seasonal recall list.
- (ii) When Seasonal Employees are recalled, the Employer will indicate the expected date of seasonal layoff. Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned, employees placed on the Seasonal Recall List

shall be recalled by order of seniority to any job with the same position title for which the employee is deemed to be qualified.

- (iii) Subject to operational requirements and an employee being determined qualified under (ii) above, Seasonal Employees will be recalled to their same position title held the previous season by order of seniority. If a position has been eliminated the Employer and the Union will consult to determine whether other vacant seasonal positions may be available. Where there is more than one effected Employee of equal merit, selection for a vacancy in a seasonal position will be determined by seniority.

ARTICLE 34 – PAY PROVISIONS

34.01 This Agreement shall be effective for three years from August 25, 2023 to August 24, 2026.

34.02 Wage increases for the duration of the Agreement shall be as specified in Appendix “A”.

APPENDIX “A” – Wages Schedule

This agreement provides for pay rates and pay rate adjustments of position titles in Appendix “A” as follows:

Classification	Signing Bonus			Effective August 25, 2023, to August 23, 2024	Effective August 24, 2024
	<i>One-time signing bonus</i>	<i>One-time \$1.00 increase to classifications <\$20.00 per hour</i>	<i>3.25%</i>	<i>5.00% *plus additional 7.0% increase for Program Outreach Coordinator</i>	<i>0.50%</i>
Office Administrator	\$1,000	\$24.42	\$25.21	\$26.47	\$26.61
Program Outreach Coordinator	\$1,000	\$20.46	\$21.12	\$23.73	\$23.85
Senior Interpretative Guide	\$1,000	\$19.50	\$20.13	\$21.14	\$21.25
Maintenance Manager	\$1,000	\$19.50	\$20.13	\$21.14	\$21.25
Seasonal Guide	\$1,000	\$16.42	\$16.95	\$17.80	\$17.89

MOA #1 BENEFIT PLAN REVIEW COMMITTEE

The parties agree that within ninety (90) days of the collective agreement, a committee shall be formed of equal representation of the employees and the employer to review and make recommendations to the board of directors concerning benefit plans of employees. These include health/dental and pension plans.

The Union's pension and benefit officer can present to the Committee.

Meetings shall take place twice a year during the life of the collective agreement. The committee shall develop their own terms of reference.

***MEMORANDUM OF AGREEMENT #2**

Between Black Loyalist Heritage Centre hereinafter referred to as the "Employer"

And

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION hereinafter referred to as the "Union"

Wage Reopening (Year 2 and 3)

The Employer and Union agree to reopen only Appendix "A" of the collective agreement with respect to negotiating wages for Year 2 and Year 3 of a three-year agreement.

Whereas the Parties are not yet aware of the broader Public Sector wage pattern beyond year 1 of this Collective Agreement and the Unions mandate precludes it from entering into agreement respecting Year 2 and Year 3 absent such information,

The Parties Agree as Follows:

1. After the completion of Year 1 under the collective agreement, and no later than February 1, 2025, unless otherwise agreed, the Union and the Employer shall meet to negotiate wages for Year 2 and Year 3 of the collective agreement.
2. If the parties cannot agree to wage increases in Year 2 or Year 3, the parties shall refer the dispute to conciliation pursuant to conciliation services as provided by the Nova Scotia Department of Labour, Skills and Immigration. If the parties are able to come to an agreement for one year but not the other, the parties agree that only the year that remains in dispute shall be subject to conciliation.

The Parties agree that this Memorandum of Agreement #2 shall expire with the collective agreement and shall be deleted at the next round of collective bargaining negotiations.

The Parties acknowledge that this Collective Agreement was negotiated and signed on the traditional (or ancestral) territory of the Mi'kmaq people.

Black Loyalist Heritage Society

Nova Scotia Government and General Employees Union



Andrea Davis, Executive Director




Shawn Johnson, ERO/Chief Negotiator

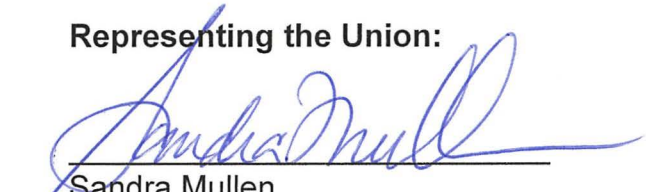
IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement this 5th day of September July 2024.

Representing the Employer:

Representing the Union:




Sheila Hartley-Scott
President/Board of Directors
Black Loyalist Heritage Society



Sandra Mullen
President, NSGEU



Andrea Davis
Executive Director
Black Loyalist Heritage Society



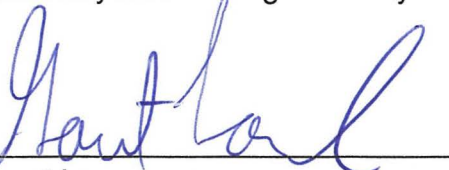
Shawn Johnson
Lead Negotiator, NSGEU



Megan Thompson
Black Loyalist Heritage Society



Shari Shortliffe
Bargaining Committee Member



Garet Lawrence
Treasurer, Board of Directors



Braden Chetwynd
Bargaining Committee Member