

## **COLLECTIVE AGREEMENT**

Between

**UNIFOR  
Local 4005**

- and -

**Nova Scotia Federation of Labour (NSFL)  
Office of the Workers Counsellor**

Duration  
**July 1, 2018 to June 30, 2022**

---

### **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Nova Scotia Federation of Labour (NSFL) - Office of the Workers Counsellor and its employees; to define clearly the hours of work, rates of pay and conditions of employment to provide for an amicable method of settling differences which may from time to time arise, to promote and maintain such conditions of employment; in recognition whereof, the parties hereto covenant and agree as follows.

### **ARTICLE 2 - MANAGEMENT**

2.01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the Employee to lodge a grievance in the manner and to the extent provided in this Agreement. This provision shall not be applied in a manner inconsistent with other provisions of this Agreement or with the Federation Constitution.

2.02 For the purpose of defining "Management" in this Agreement, the proper sequence of authority will be:

- (a) the Secretary Treasurer of the Nova Scotia Federation of Labour;
- (b) the President of the Nova Scotia Federation of Labour; and
- (c) the Human Resources Committee of the Nova Scotia Federation of Labour.

**ARTICLE 3 - BARGAINING AGENT**

- 3.01 The Employer recognizes the Union as the sole Collective Bargaining Agency for the permanent full-time, and permanent part-time Employees hired for a period of fifteenth (15) hours a week or more, at its head office and regular offices. Such employees are hereinafter referred to as "eligible" employees.
- 3.02 Where the female gender is used in this Agreement it will be understood to include the male gender.

**ARTICLE 4 - UNION SECURITY**

- 4.01 The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment during the life of the Agreement. It shall be the responsibility of the Union to invite new Employees to join Unifor Local 4005, and to convey to the new Employees all information of benefits and membership. New Employees (eligible) who are retained beyond sixty (60) days shall become members of the Union, subject to the provision governing the probationary period.
- 4.02 Employees engaged on a temporary basis for specified periods not exceeding one (1) year shall not be required to join the Union.
- 4.03 Upon receipt of a signed authorization form copy of which can be obtained from the Union, the Employer agrees to deduct or they may, the member, submit monthly to the Treasurer of the Union, Union dues, fees and assessments together with a list of employees for whom such deductions were made.

**ARTICLE 5 - HOURS OF WORK**

- 5.01 It is understood that hours of work for salaried staff are flexible and mutually agreed upon. When work is required to be done in the office, the hours of work are generally between 9:00 am and 5:00 pm.

The regular working week for hourly staff shall consist of thirty-five (35) hours, divided into five (5) days from Monday to Friday, inclusive. The regular working day shall consist of seven (7) hours, between the hours of 7:30 am and 5:00 pm, with one (1) hour or more but not more than two (2) hours off for lunch.

Between Victoria Day and Labour Day, Employees may have the option of working extra hours between the hours of 7:30 am and 5:00 pm in order to take Friday afternoon off.

It is agreed that Employees will alternate Fridays to ensure that the office is staffed. Hours will be made up in advance. The Employees agree that if there is a need for all Employees to be at the office as a result of a particularly busy Friday, then that afternoon off will be rescheduled for another day.

Salaried Employees shall not receive overtime pay according to (Article 6) of the Agreement. It is agreed that an equivalent number of hours for work outside the regular workday and/or weekends will be placed in a bank. This will be called banked time.

Banked time may be taken at a time mutually agreed upon by the Employer and the Employee.

Accumulated banked time will not be taken in amounts greater than five (5) days at one time.

Banked time cannot be carried over beyond April 1<sup>st</sup> of the following year.

#### **ARTICLE 6 - OVERTIME**

- 6.01 All hours worked by hourly Staff in excess of the regular working day shall be considered as overtime, and shall be paid for, at the rate of time and one-half (1 ½) the Employee's regular rate of pay. For computing an hourly rate on which overtime will be paid the weekly wage in this Agreement shall be divided by thirty five (35).
- 6.02 Overtime will not be recognized unless such overtime work performed after regular work hours, Saturdays, Sundays or Holidays has first been authorized by the Secretary-Treasurer, President or his designated representative.
- 6.03 If required to work two (2) or more consecutive hours of overtime continuous with the end of the working day or three (3) or more consecutive hours on a non-working day, an Employee will be paid a half-hour meal period at overtime rates.
- 6.04 See general for overtime for out-of-town conventions, etc.

**ARTICLE 7 - CALL-IN PAY**

- 7.01 An hourly Employee who has completed her regular day's work and has left the office and is then called in to work, shall be guaranteed at least four (4) hours' pay at regular rate, or the overtime rate for the actual hours worked, whichever is greater. In addition, she shall be paid for her transportation costs.
- 7.02 An hourly Employee who is called in to work on Saturday, Sunday or a Statutory Holiday shall be guaranteed at least two (2) hours pay at time and one-half, in addition to which she shall be paid her transportation costs.
- 7.03 Acceptance of a recall to duty while on vacation is optional with an Employee. If she accepts, she shall be reimbursed for reasonable expenses that she incurs:
  - (a) in proceeding to her place of duty, and
  - (b) in returning to her place from which she was recalled if she immediately resumes vacation upon completing the assignment for which she was recalled, and shall have the choice of paid overtime according to 6.01 with a guarantee of at least two (2) hours pay at pay at time and one-half (1 ½), or vacation credit on the basis of a full day in lieu of work performed during all or part of a regular work day.

**ARTICLE 8 - STATUTORY HOLIDAYS**

- 8.01 Employees shall be given the following holidays without deduction of pay:

- New Years Day
- Friday before Heritage Day
- Heritage Day
- Good Friday
- Easter Monday
- The Friday before Victoria Day
- Victoria Day
- The Friday before Canada Day
- Canada Day
- The Friday before the Civic Holiday (1<sup>st</sup> Monday in August)
- Civic Holiday (1<sup>st</sup> Monday in August)
- Friday before Labour Day**
- Labour Day
- The Friday before Thanksgiving
- Thanksgiving Day
- Remembrance Day

Plus other holidays proclaimed by any level of Federal, Provincial or Municipal government.

Work shall cease for employees at noon on December 24th and the employee shall be given all days between Christmas and New Year's off with pay.

- 8.02 In the event that a Statutory Holiday occurs on Saturday, Sunday, the following consecutive working day(s) shall be considered the holiday(s).
- 8.03 If a holiday or holidays falls within the vacation period assigned to or chosen by an Employee, she shall, in addition to her regular vacation pay, also receive an extra day's vacation in lieu of such holiday or may take another day off at her discretion.

#### **ARTICLE 9 - VACATIONS**

- 9.01 Vacations shall be exercisable from the anniversary date rather than the calendar year. Vacation to be taken at any time requested, except prior to and immediately following convention, or when conflicting with Executive Secretary's vacation, when it is taken during the summer months.
- 9.02 Employees shall be entitled to annual vacation on the following basis:
  - (a) In the first year, 5/6 of a day per month up to the end of December. This vacation may, however, only be taken after six (6) months of continuous employment.
  - (b) An Employee with one (1) year's service, but less than five (5) years is entitled to receive three (3) week's vacation with pay.
  - (c) An Employee with five (5) years' service but less than ten (10) years is entitled to receive four (4) weeks' vacation with pay.
  - (d) An Employee with ten (10) years' service but less than fifteen (15) years is entitled to receive five (5) weeks' vacation with pay.
  - (e) An Employee with fifteen (15) years' service but less than twenty (20) years is entitled to receive six (6) weeks' vacation with pay.
  - (f) An Employee with twenty (20) years' service but less than twenty-five (25) is entitled to receive seven (7) weeks' with pay.

- (g) An Employee with twenty-five (25) years' service but less than thirty (30) years' is entitled to receive eight (8) weeks' with pay.
  - (h) An Employee with thirty (30) years' service, in addition to eight (8) weeks with pay, is entitled to one (1) additional day for that year and one additional day for each two (2) years thereafter.
- 9.03 An employee leaving the service of the Employer after completion of six (6) month's service and has not received vacation shall be entitled to vacation pay on a pro rata basis.
- 9.04 Vacations not taken during the current year by authorization in writing shall not be cumulative except by mutual Agreement in writing between the Employer and the Union. In no case shall such authorized vacation exceed two (2) years' vacation credits.
- 9.05 Employees with two weeks or more vacation pay may use part of their vacation as casual leave, providing two (2) days' notice is given and the Employee has the consent of the designated representative of the Employer.
- 9.06 A vacation pay bonus of forty percent (40%) of weekly pay will be paid at the commencement of each period of vacation.
- 9.07 No Employee shall be charged vacation credits or other leave for any day(s) when the office is officially closed.
- 9.08 When a member of the immediate family dies during the said employee's vacation period, the vacation period will be extended the allotted number of days the said Employee would have been absent from work under Section 17.01.

#### **ARTICLE 10 - SICK LEAVE**

- 10.01 The Employee shall be immediately entitled to eighteen (18) days' sick leave and thereafter one and a half (1 ½) days per month for illness to accumulate from year to year.
- 10.02 It is the desire of the Employer that an Employee not lose any wages because of illness. Therefore, should an Employee with one (1) year's service or more become ill and unable to work for more than five (5) working days and has used up their sick leave entitlements, the Employer shall pay the Employee full wages for three (3) months (weekly indemnity waiting period).

This Article 10 shall not apply where the Employee is entitled to disability insurance coverage provided by the Employer or Workers' Compensation. The Employee shall provide such proof of such illness as may be required by the Employer. Where there is a delay in receiving disability coverage the Employer shall advance the Employee the monies to be received.

10.03 No loss of wages or benefits will occur while an Employee is on Workers' Compensation.

#### **ARTICLE 11 - SEVERANCE PAY**

11.01 Employees with more than three (3) years' service who retire, are laid off or terminated for reasons other than just cause shall receive severance pay calculated at their regular rate of pay on the basis of two (2) week's pay for each year of service.

11.02 With respect to the pro-rating of severance pay for fractions of a year, it is agreed that payment will be pro rated as follows:

An Employee entitled to severance pay will be paid two weeks at the current rate of pay for each year of service plus 1/12 of the weekly salary for each additional month of service or major fraction thereof based upon the number of working days from the first of the month until the last day worked.

11.03 In the event of the death of an Employee, the amount of severance pay to which she would have been entitled shall be paid to her beneficiary or her estate.

#### **ARTICLE 12 - SENIORITY**

##### **12.01 Attaining and Loss**

- (a) A new Employee who has completed a probationary period of six (6) months of employment under competent supervision shall have her name placed on the seniority list effective from the date of employment.
- (b) During the probationary period an Employee shall not have the right to process a grievance relating to discharge.
- (c) Seniority lists of all Employees who have completed the probationary period will be supplied to the Union upon request.
- (d) Seniority shall be universal throughout the Bargaining Unit.

- (e) Seniority service records shall be considered broken when an Employee voluntarily leaves the service of the Employer or is discharged for cause.
- (f) Eligible Employees promoted or otherwise transferred to classifications not covered by this Agreement shall retain their seniority rights accumulated up to the date of transfer out of the Bargaining Unit. Such Employees shall not continue to accumulate seniority while employed in a classification outside the Bargaining Unit.

12.02 Inability to work for a period not exceeding thirty (30) months because of proven illness or injury shall not result in the loss of seniority rights. Time lost from work owing to illness or injury within the time limits set out by this clause shall be included in the Employees' seniority rating.

12.03 Worker Counsellor/Education Co-ordinators, in addition to performing the regular duties of their classification, are expected to assist management to coordinate the operation of the Office, schedule the activities of others within the Office; act as a resource person and leader for those staff members and address client/customer service issues.

Other responsibilities may include training administrative duties as assigned.

### **ARTICLE 13 - PROMOTIONS, TEMPORARY POSITIONS, TRANSFERS AND NEW POSITIONS**

13.01 Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the Employer to fill job vacancies from within the NSFL - Office of the Worker Counsellor before hiring new employees providing employees are available with the necessary qualifications to fill the vacant position.

13.02 When a vacancy is posted in accordance with the provisions of Article 14, the senior qualified applicant will be appointed to the position. Such applicant will serve a probationary period of six (6) months and will then be confirmed in the position unless the Employer establishes the inability of the employee to fulfil the normal requirements thereof.



Any applicant disqualified in accordance with the foregoing shall revert to her former position and classification at her former salary rate. An Employee who is promoted to a higher position shall receive the minimum of the new job classification or her present rate, whichever is higher. At no time shall this increase result in a rate higher than the maximum for the job. All Employees so promoted shall be placed on the higher-rated job for a probationary period of thirty (30) calendar days, or such longer periods as may be mutually agreed. It is understood that after the probationary period the Employee, if confirmed in the new classification will receive the maximum rate for the classification providing the Employee has twelve (12) months' seniority.

13.03 Any vacancy of a duration of ninety (90) days or more (calendar) shall be filled, provided a salary promotion is involved, by the senior qualified Employee, submitting an application in writing to the Secretary-Treasurer.

If two vacancies occur simultaneously, the Secretary-Treasurer will make appointments on such a basis as:

- (a) to protect the office work schedules and to give the senior applicant the maximum period of time on a senior position. However, the protection of work schedules will take precedence and the Secretary-Treasurer's decision in this respect will be final.
- (b) An Employee enjoying a temporary position will be required to submit an application for any new temporary vacancy occurring during the period if it is desired to prolong the promotion.
- (c) Lateral transfers will not be permitted except where such transfer is authorized for the purpose of continuing a promotion to cover consecutive or overlapping periods of leave.

13.04 With respect to the transfer or promotion of an Employee on the seniority list the Employer shall provide the Union with written notice of:

- (1) the name of the successful candidate for a posted position;
- (2) the effective date of a transfer or promotion, together with the title of the classification into which the Employee has moved; and
- (3) the salary of the Employee concerned from said date.

13.05 **New Positions** - In the event of a new position within the Bargaining Unit being established, the classification and salary shall be mutually agreed upon by the parties hereto.

13.06

- (a) Where, at the invitation of the Employer, an Employee transfers to an office in a city other than the one where the Employee resides, the Employer will pay, in addition to the normal moving expenses, a special allowance of three hundred dollars (\$300.00) for reimbursement of incidental expenses and up to three hundred dollars (\$300.00) for legal expenses incurred because of the move.
- (b) It is understood that the Employer will not assume any expense involved in an Employee moving from one location to another as a result of the Employee being a successful candidate for promotion, or if the Employee returns to her original place of employment as the result of not having successfully completed her probationary period, or should an Employee choose to move to another location to displace a junior Employee as a result of a layoff.

13.07

No more than one move from one city to another shall result from one initial vacancy. Should the successful applicant move as a result of a promotion or transfer then the position of the successful applicant shall only be posted in the office from which she moved.

#### **ARTICLE 14 - JOB POSTING**

14.01 With respect to any new position or any vacancies coming within the scope of this Agreement, Employees shall be entitled to bid for such position or vacancy by means of written application.

Notice of such positions or vacancies shall be posted in places accessible to all Employees within ten (10) working days of:

- (a) notification of resignation of an Employee or notice of dismissal;
- (b) confirmation of transfer of an Employee; and
- (c) the creation of a new position.

14.02 A period of at least five (5) working days after receipt of notification shall be provided Employees in which to make application for a posted position.

14.03 Within ten (10) working days after the last day of job posting, the successful applicant and the Union shall be notified and the information posted on the bulletin board by the Employer. The time limit herein may be extended by mutual Agreement.

If the qualifications are changed after a position has been posted, the position shall be reposted setting forth revised qualifications before an appointment is made.

When a vacancy or new classification occurs, the position will be filled in accordance with the three paragraphs of Article 14, above, and paragraphs 13.02, 13.05 and 24.02

14.04 The Employer, shall within three working days of the date of hiring, provide the Union with written notice of the classification, and salary rate of new eligible Employees who are hired during the life of this Agreement.

14.05 If the Employee is required to assume more responsible work or duties in a higher classification for a cumulative period in excess of one (1) month in any calendar year, or for one (1) month continuous service which spans two (2) calendar years, such Employee shall receive an increase in salary commensurate with such added duties, the application of this and the exact amount to be determined by mutual Agreement.

#### **ARTICLE 15 - LAY-OFF AND RECALL**

15.01 In cases of reduction of personnel the Employee affected shall have the right to displace the most junior employee in the same classification or may displace an Employee in a lower rated classification of her choice. In such cases, the Employee shall receive a salary equal to one half the difference between the position she left and the maximum for the new position for a period of ninety (90) calendar days. Upon completion of the ninety (90) day period she shall receive the maximum rate of pay for the position she holds.

15.02 Recall shall be according to seniority in the reverse of lay-off, taking into consideration merit and ability of the Employee. Exception to this provision shall be subject to mutual Agreement.

15.03 The onus shall rest on the Employee to keep the Employer informed of any change of address.

- 15.04 Employees shall accumulate seniority while on temporary lay-off.
- a) Employees on lay-off will have the option of taking over such benefit payments for a period of two (2) years.
  - b) The Employer will not seek to recover the costs of any welfare coverage which has been paid in advance on behalf of an Employee who has been laid off.
  - c) The Employer will maintain the Employee's name on the seniority list for a period of two (2) years.
- 15.05 The Federation shall notify the Union at least thirty (30) days in advance of an impending lay-off.

**ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY**

- 16.01 An Employee granted temporary leave of absence shall continue to accumulate seniority.
- 16.02
- (a) Leave of absence for a year or less shall be granted in cases of pregnancy. An Employee returning to work after a maternity leave of absence must give the Employer a notice in writing of intention to return and a doctor's certificate showing that she is physically capable of going back to her normal duties. The Employer will continue to pay premiums for coverage of Employees on maternity leave under group life insurance, basic hospitalization, medical and semi-private hospital coverage for the duration of leave. **A leave of absence shall be granted for pregnancy and/or parental leave pursuant to the Nova Scotia Labour Standards Code**
  - (b) Immediately after the Employee has ceased to receive payment of **Employment Insurance Benefits and Pregnancy Leave** and submits proof of same to office, an Employee will be allowed, if necessary, fifteen (15) weeks' with pay, this to be charged to any accumulated sick leave.
- 16.03 Employees shall be granted leave of absence, without pay, when delegated to perform necessary Union activities, including negotiation of contracts and settlement of grievances on behalf of other Bargaining Units.

- 16.04 Leave of absence without pay, and with continuing seniority shall be granted in the event of the Employee requesting this leave to work for the National Union, the Local Union or any other affiliated Union, provided the Federation has received one (1) month's written notice, for a period not exceeding one (1) year. On application by such Employee, the Federation agrees to reinstate her in terms no less favourable than those enjoyed previous to her leave.
- 16.05 The Employer agrees to grant, in writing, leave of absence, for a specified period up to one (1) year to an Employee, provided adequate reason can be shown. By mutual Agreement, such leave may be extended. One (1) month prior to termination of such specified leave of absence, the Employee must notify the Employer of her intention to return to work and shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained and at the prevailing rate of pay.

#### **ARTICLE 17 - LEAVE OF ABSENCE WITH PAY**

- 17.01 In case of a death of a member of the immediate family of an Employee, leave of absence with full pay and accumulative seniority will be granted for a period of up to five (5) working days. For the purposes of this Agreement, immediate family includes: father, mother, children, brother, sister, spouse & common-law spouse.

In case of a death of a member of the family of an employee, leave of absence with full pay and accumulative seniority will be granted for a period of up to three (3) working days. For the purposes of this Agreement, family includes: grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, adopted child, adoptive parent, step-parent, step-child, step-both, step-sister, half brother, half sister, grandparent, grandparent of spouse and divorced spouse where minor children are involved.

In the event of death in the immediate family while an Employee is on vacation, funeral leave shall be granted upon notification to the NSFL and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between the NSFL and the Employee shall be made to complete the Employee's vacation schedule.

Employees will be allowed reasonable time off to attend the funeral of a co-worker.

In addition to the above, consideration will be given for special instances.

- 17.02 Such leave will be in addition to Employees getting married and they will be granted three (3) days' leave with pay.

- 17.03 Other special instances where leave of absence with pay may be requested will be considered individually by the Employer.
- 17.04 The Employer shall grant leave with pay to an Employee for the period of time she is required:
- (a) to be available for jury selection;
  - (b) to serve on a Jury; or
  - (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate or coroner;
    - (iii) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of her position;
    - (iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
    - (v) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The Employee upon return to work shall turn over any monies received from the Court, less expenses to the Employer.

- 17.05 The Employer shall grant leave with pay, pursuant to the NSFL policy, to an Employee who is experiencing intimate partner violence for up to ten (10) days.**

#### **ARTICLE 18 - EQUAL PAY FOR EQUAL WORK**

- 18.01 Where an Employee has the necessary qualifications, and/or has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments or in salaries for such positions.

## **ARTICLE 19 - FAIR EMPLOYMENT**

19.01 The Employer and the Union agree that there shall be no discrimination **on the basis of the prohibited grounds set out in the Human Rights Act or any other law.**

## **ARTICLE 20 - AUTOMATION OR TECHNOLOGICAL CHANGE**

20.01 In the event that the Employer introduces data processing equipment, computer equipment or any automated office machines, prompt notice will be given to the Union and any full-time jobs which may be created within the Bargaining Unit as a result thereof will be posted as per paragraph 13.05 of the Agreement.

20.02 In the event training programs are necessary for the Employees to qualify for such jobs, the Employer agrees that Employees within the Bargaining Unit will be given first opportunity to qualify for such training programs, before any persons outside the unit are hired to fill such jobs, and these programs will be paid for by the Employer, the Employee continuing to enjoy full pay and benefits.

20.03 It is further agreed by the parties that no persons filling jobs within the presently existing Bargaining Unit will be subject to lay-off in the event that jobs are abolished or altered by the introduction of any automated office machines.

## **ARTICLE 21 – UNION REPRESENTATION**

21.01 There shall be a Grievance Committee consisting of not more than two (2) members designated by the Union. At the request of either party to this Agreement, meetings between the Grievance Committee and representatives of the Employer shall be held and minutes of such meeting kept.

21.02 No deduction shall be made in the salary of an Employee elected by the Union for time spent in negotiations or the processing of grievances under this contract, provided authorization from the designated Federation Representative is received.

21.03 At the request of either Party, meetings will be held not more frequently than once a month, between the Employer and a Committee from the Union to discuss any questions excluding grievances which may arise in connection with office routine, as well as any suggestions which may be forthcoming to improve the various phases of the business of the Employer, but it is understood and agreed that in all matters of policy and operation not otherwise specifically covered by this Agreement, the decision of the Employer shall be final.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.01 Should any difference arise between the Union or Employees and the Employer as to the maintaining or application of this Agreement or matters arising from conditions of employment as set forth in this Agreement, the following procedure shall be followed:

### **Step 1**

The matter shall be referred to the Secretary Treasurer by the Employee or Employees involved, accompanied by a member of the Grievance Committee or by the Grievance Committee on behalf of the Employee or Employees.

### **Step 2**

Failing settlement at Step 1 within seven (7) days, the Committee may taken the matter in dispute to the Project Steering Committe for the NSFL - Office of the Worker Counsellor.

### **Step 3**

Failing settlement at Step 2 within seven (7) days of starting, the Grievance Committee may taken the matter in dispute to the Officers of the Federation.

### **Step 4**

- (a) Failing settlement in Step 3 within seven (7) days, then either party may submit the matter in dispute to an impartial Chairman or Arbitrator within five (5) days after the receipt of a demand in writing to that effect by either the Employer or the Union.
- (b) The Union and the Employer shall refer any dispute which has not been settled in Step 3 to the impartial Chair or Arbitrator within five (5) days after the receipt of a demand in writing to that effect by either the Employer or the Union.
- (c) The said impartial Chair or Arbitrator shall hear, consider and finally rule on such dispute. He shall render such decision in accordance with this Agreement. The judgement of the impartial Chair or Arbitrator shall be made within seven (7) days after the hearing, except by mutual consent.
- (d) The award of the impartial Chair or Arbitrator, may to either the Union or Employer, shall be final and binding, except for discharge which shall only occur following a recommendation of the Executive Council and ratified by the next following convention or a special convention.



- 22.02 Settlement of grievances shall effect retroactively to the date on which the grievance(s) was (were) filed with the Grievance Committee.
- 22.03 Grievances must be filed in accordance with the foregoing procedure within sixty (60) days of occurrence. Otherwise they will not be accepted for processing.

### **ARTICLE 23 - HEALTH & SAFETY**

- 23.01 The Employer shall make all reasonable provisions for the safety and health of Employees during working hours, and the Union may from time to time bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding conditions of work.

### **ARTICLE 24 - PENSION AND WELFARE COVERAGE**

- 24.01 It is agreed that all Employees will join the CLC Pension Plan if possible. It is further agreed that the Union (Unifor) will raise the issue of "non-entry of new members to the CLC Plan" in an urgent fashion with the goal of gaining acces to the CLC Plan for all current and future Employees of the NSFL - Office of the Worker Counsellor. Until such entry is permitted, the following provision applies:

It is agreed that the Employees' contribution to the Employee Pension Plan will be seven percent (7%) with the Employer continuing to fund the remainder of the current costs of the Employee Pension Plan. The Employer agrees to continue to pay at least seven point five percent (7.5%) to the Employee Pension Plan.

It is further agreed should there be changes made to the CLC Employee Pension Plan, particularly in regards to Employee and/or Employer contributions same shall apply to this clause as if the changes had been negotiated by the parties.

For those employees not in the CLC Pension Plan, an RRSP will be set up. The Employee will pay seven percent (7%) and the Employer will pay eight percent (8%).

- 24.02 The Employer shall provide the coverage, through the Canadian Labour Congress, coverage of life insurance to an amount double the Employee's yearly gross salary and coverage under the Congress Long Term Disability Plan.

While the Medical Health Insurance Plan is available and is to be paid for by the Employer under this Agreement, Employees, who by virtue of their spouse having a Plan which covers the entire family, need not be so covered. However, in the event the Employee wishes to be covered by this Plan, the Employer shall provide the coverage.

The Employer agrees that income protection under the Long Term Disability Benefits Plan will be made available to all Employees and that full premium will be paid by the Federation. The Long Term Disability Plan provides the Employee with eighty (80%) of his/her salary. The Employer agrees to supplement the Employee's Long Term Disability Benefit payment by one percent (1%) for each one percent (1%) rise in the Consumers' Price Index with a maximum increase of five percent (5%) per year. Such cost of living allowance will be calculated on January 1st and shall be based on the first payment received by the Employee when he/she becomes eligible for the LTD Benefit.

The Employer agrees to pay the full cost of health and welfare benefits to which Employees are entitled under this Collective Agreement while the Employee is on LTD or extended sick leave.

The Employer agrees to pay the premium of Group Life Insurance Plan for an Employee on Long Term Disability or extended sick leave until the waiver of premium becomes effective. Members of LTD or extended sick leave will continue to accrue seniority.

A full list of retiree entitlements is as follows:

The Employer agrees to assume the full cost of provincial hospital premiums where applicable, semi-private coverage, extended health care, or similar coverage not less favourable to all concerned, and Group Life Insurance of ten thousand dollars (\$10,000.00).

- 24.03 No changes in existing pension, insurance, health, hospitalization and similar schemes affecting Employees covered by this Agreement nor any rulings or interpretations of the provisions of such schemes shall be made by the Employer without prior notification and consultation with the Union.
- 24.04 No existing scheme shall be withdrawn nor any new scheme introduced without prior notification and consultation by the parties hereto.

Both parties to this Agreement shall have the right to introduce proposals for changes in existing schemes or for the establishment of new schemes.

## ARTICLE 25 - GENERAL

- 25.01 Employees will be paid every Wednesday and when and if it becomes available Employees will be paid bi-weekly and by direct deposit.
- 25.02 Employees who request to attend out of town conventions, conferences, seminars, institutes, etc, shall require pre-approval. Expenses will be paid in accordance with executive Voucher.
- 25.03 The Employer will provide free parking for employees.
- 25.04 The Union bug (UNIFOR Local 4005), whether by stamp or typewriter, shall be included on all correspondence, reports, briefs, etc. that are produced in the Federation offices by persons working under the conditions of this Collective Agreement.

### 25.05 Rights and Benefits of Temporary Employees

Employees engaged on a temporary basis will be paid at the rate applicable to the position to which they are assigned.

Vacation allowance in accordance with the applicable provincial legislation.

Overtime in accordance with Article 6.

Statutory holidays in accordance with Article 8 provided they have worked on the working day before and after the holiday.

Temporary Employees are not covered by the existing welfare provisions such as medical group life, pension, hospitalization or extended health.

Any temporary Employee, who without a break in continuity of service, is given permanent status will be granted seniority and services rights from date of commence in a temporary capacity.

- 25.06 Employee Indemnification Insurance will be provided.
- 25.07 Employees will be provided with the same meal and mileage per diem as per the NSFL. **However, effective immediately, the mileage rate will be forty-four cents (\$0.44) per kilometer.**

## 25.08 EMPLOYER LIABILITY

### a) Defense of Claims

The Employer will defend, negotiate, or settle claims or actions against an Employee where such claims arise from the Employee's work performance, provided the Employee acted in good faith within the scope of his/her employment and cooperated in the defense.

### b) Scope of Employment

The term "scope of his/her employment" as utilized in Article 33 is to be interpreted in a broad and liberal manner so as to be inclusive rather than exclusive with respect to coverage of Employees.

### c) Responsibility for Damages

Subject to Article 33.01, the Employer will be responsible for any damages against such an Employee provided the Employee acted within the scope of his/her employment.

### d) Reimbursement of Employee's Expenses

If the Employer fails to defend any such claims or actions on the grounds that the Employee was not acting within the scope of his/her employment, and it is subsequently determined that the Employee was acting within the scope of his/her employment, the Employer will reimburse the Employee for all reasonable expense incurred in defending the claim.

### e) Control of Case

Whenever the Employer defends an employee pursuant to the above, the Employer will be in control of the case.

**ARTICLE 26 - SALARIES AND CLASSIFICATIONS**

There are two (2) Worker Counsellor/Education Co-ordinator positions (WCEC) and one (1) Administrative Assistant position.

The Collective Agreement shall be in full force and effect from the date of signing of the Agreement up to and including July 1, 2018.

There shall be no other benefits economic or other in place outside the Collective Agreement and and past history of this shall not be the subject of a grievance.

**Salaried Positions**

**Worker Counsellor/Education Co-ordinator**

Adjustments are outlined in the Letters of Understanding attached to this agreement. The Worker Counsellor/Education Co-ordinators will receive the following increases:

**July 1, 2018 to June 30, 2019: two percent (2%) (\$81,964.70)**

**July 1, 2019 to June 30, 2020: two percent (2%) (\$83,603.99)**

**July 1, 2020 to June 30, 2021: two percent (2%) (\$85,276.07)**

**July 1, 2021 to June 30, 2022: two percent (2%) (\$86,981.59)**

**Hourly Positions**

**Administrative Assistant**

**July 1, 2018 – two percent (2%) - 22.62 or 41,174.95**

**Upon Ratification**

**March 20, 2019 - 23.17 or 42,174.95**

**July 1, 2019 – two percent (2%) - 23.63 or 43,012.90**

**July 1, 2020 – two percent (2%) - 24.10 or 43,862.00**

**July 1, 2021– two percent (2%) - 24.58 or 44,739.33**

SIGNED THIS 8 DAY OF May, 2019.

FOR THE EMPLOYER:

Hugh Kelly's  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Dean Zippner  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

LM/JM/pycope343  
2019 Negotiations  
NSFL & Unifor Local 4005

**LETTER OF UNDERSTANDING**

During negotiations, a number of discussions dealt with the unique nature of the Nova Scotia Federation of Labour-Office of the Workers Counsellor and its dependence on third party funding by the Workers Compensation Board (WCB) of Nova Scotia.

The provisions of this Collective Agreement are comparable to others as it relates to compensation and benefit provisions elsewhere, and it is our intention to honour all of these provisions during the life of the Agreement. It is also recognized that the –Office of the Workers Counsellor Program exists due to the third-party, financial commitment from the WCB of Nova Scotia.

The Project Steering Committee of the NSFL wants to confirm that the ongoing existence of the Office of the Worker Counsellor program is dependant on that funding commitment, and not the general revenues of the NSFL.

Moreover, funding of the program is subject to an annual budgeting process and approval by the WCB. For this reason, the provisions in the three (3) year Collective Agreement relating to wage increases and other compensation matters will require a yearly review by both parties (Union and NSFL Secretary Treasurer) in conjunction with this budget approval process.

Both parties understand this arrangement and agree that our mutual goal is to ensure all provisions of the Agreement (compensation and otherwise) are honoured during the life of the ongoing funding support of the WCB of Nova Scotia. It is further understood that without WCB of Nova Scotia. It is further understood that without WCB or alternate funding, the Agreement could be cancelled subject to **one hundred & eighty (180) days'** notice.

**After the end of the one hundred & eighty (180) days' notice of termination or non-renewal provided for in its funding agreement with the WCB, the Federation will have no obligation to provide any benefits for Employees and retirees provided for in the Collective Agreement other than the severance pay to current Employees eligible for severance pay under Article 11 of the Collective Agreement.**

Signed this 8 day of May, 2019.

For the Employer:

Hugh Osullivan  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_