Collective Agreement

BETWEEN

THE NOVA SCOTIA FEDERATION OF LABOUR, C.L.C.

(hereinafter referred to as the "Employer")

- and -

unifor
theUnion | lesyndicat

UNIFOR, LOCAL 4005

(hereinafter referred to as the "Union")

Effective:

June 1, 2024 to May 31, 2028

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ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Nova Scotia Federation of Labour 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 and (b) the President 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 fifteen (15) hours a week or more, at its head office and regional offices, if any. Such Employees are hereinafter referred to as "eligible" Employees.

3.02

Gender neutral language shall be used in this Agreement and shall encompass all Employees.

ARTICLE 4 – TRANSFER OF OPERATIONS

4.01

The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment and shall become members of the Union.

4.02

Employees engaged on a temporary basis for specified periods not exceeding six (6) months shall not be required to join the Union.

4.03

Upon hire, Employees shall sign the required membership form and shall pay dues in accordance with the Unifor Constitution as per the following:

a) Union dues will be calculated and deducted on a bi-weekly basis based on one-point thirty-five percent (1.35%) of the Employee's regular hourly rate.

b) The Employer agrees that the monthly dues check-off list shall provide the following information: names of Employees and rates of pay, dues listing reports for active and inactive Employees & the Employer will also provide a reason if no dues are deducted (example: STD, LTD & WCB).

ARTICLE 5 – HOURS OF WORK

5.01

The regular working week 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.

ARTICLE 6 – OVERTIME

6.01

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for, at the rate of time & one-half (1 ½) the Employee's regular rate of pay. For computing an hourly rate on which overtime will be paid, the week 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 designate.

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 (1/2) hour meal period at overtime rates.

ARTICLE 7 – CALL-IN PAY

7.01

An Employee who has completed their 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, they shall be paid for their transportation costs.

7.02

An 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 & one-half (1 ½), in addition to which they shall be paid their transportation costs.

7.03

Acceptance of a recall to duty while on vacation is optional with an Employee. If the Employee accepts, they shall be reimbursed for reasonable expenses that they incur:

a) in proceeding to their place of duty, and

b) in returning to their place from which they were recalled if the Employee immediately resumes vacation upon completing the assignment for which they were recalled, and shall have the choice of paid overtime according to Article 6.01 with a guarantee of at least two (2) hours pay at time & one-half (1 ½), or vacation credit on the basis of a full day in lieu of work performed during all or part of regular work day.

ARTICLE 8 – HOLIDAYS

8.01

Employees shall be given the following Holidays without deduction of pay:

New Year's Day *
The 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 (1st Monday in August)
Civic Holiday (1st Monday in August) *
The Friday before Labour Day
Labour Day *
Truth & Reconciliation Day (September 30th) *
The Friday before Thanksgiving
Thanksgiving Day *
Remembrance Day *
Christmas Day
Boxing Day
Employee's birthday

One (1) floating holiday a year to be taken at employee's discretion and such others as are proclaimed legal holidays by the Federal Government. Employees shall be given Provincial or Municipal Holidays proclaimed for the employment area.

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 (as indicated with * on the list of Holidays in Article 8.01) occurs on Saturday or 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, the Employee shall, in addition to their regular vacation pay, also receive an extra day's vacation in lieu of such Holiday or may take another day off at their discretion.

ARTICLE 9 – VACATIONS

9.01

Vacations shall be exercisable from the anniversary date rather than the calendar year. Vacations to be taken at any time requested, except prior to and immediately following convention.

9.02

Employees shall be entitled to annual vacation in 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 that 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) week's with pay.

g) An Employee with twenty-five (25) years service but less than thirty (30) years' is entitled to receive eight (8) week's 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 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 entitlement 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 (2) 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) **A vacation bonus of forty percent (40%) shall be paid out to each Employee in one lump sum at the start of each year.**

b) **Any Employee who leaves employment before the end of the year shall reimburse the Employer the amount of vacation bonus received that relates to vacation entitlement not yet accrued.**

c) **The amount of this reimbursement will be calculated on a pro-rated basis.**

d) **The Employer shall have the right to deduct this reimbursement amount from any monies owing to said Employee, such as their severance pay.**

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 & one-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) years' 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 Worker's 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 the respect of 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 (2) 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 the Employee would have been entitled shall be paid to their beneficiary or their estate.

ARTICLE 12 – SENIORITY

12.01

Seniority on Probation

a) A new Employee who has completed a probationary period of six (6) months of employment under competent supervision shall have their 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 unless such termination is challenged to be arbitrary, discriminatory or in bad faith.

12.02

a) Seniority lists of all Employees who have completed the probationary period will be supplied to the Union annually on June 1st.

b) Seniority shall be universal throughout the Bargaining Unit. Within this Agreement, the phrase "in order of seniority" means beginning with the most senior and proceeding towards the most junior. Reverse order of seniority has the opposite meaning.

12.03

Loss of Seniority

a) Seniority service records shall be considered broken when an Employee voluntarily leaves the service of the Employer or is discharged for cause.

b) 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.

12.04

Inability to work for a period not exceeding thirty-six (36) 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 Employee's seniority rating.

ARTICLE 13 – PROMOTIONS, TEMPORARY POSITIONS, TRANSFERS & 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 Federation before hiring new Employees providing Employees are available with the necessary qualifications to fill the vacant position.

13.02

a) 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 trial period of thirty (30) days and will then be confirmed in the position unless the Employer establishes the inability of the Employee to fulfill the normal requirements thereof.

b) An applicant disqualified in accordance with the foregoing shall revert to their former position and classification at their former salary rate.

c) An Employee who is promoted to a higher position shall receive the minimum of the new job classification or their 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

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

b) If two (2) vacancies occur simultaneously, the Secretary-Treasurer will make appointments on such a basis as:

   i.) 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.

   ii.) 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:

a) the name of the successful candidate for a posted position;

b) the effective date of a transfer or promotion, together with the title of the classification into which the Employee has moved; and

c) 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 their original place of employment as the result of not having successfully completed their 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 (1) 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 they 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) notifications of resignation of an Employee or notice of dismissal;

b) confirmation of transfer of an Employer; or

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.

14.04

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

14.05

When a vacancy or a new classification occurs, the position will be filled in accordance with the three (3) paragraphs of Article 14, above, and paragraphs 13.02, 13.05 & 24.02.

ARTICLE 15 – LAYOFFS & 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 their choice. In such cases, the Employee shall receive a salary equal to one half (1/2) the difference between the position the Employee left and the maximum for the new position for a period of ninety (90) calendar days. Upon completion of the ninety (90) day period, the Employee 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 & notice of such leave shall be provided to the Union.

16.02

Pregnancy, Leave for End of Pregnancy & Parental Leave

a) Leave of absence for Pregnancy, Leave for End of Pregnancy and Parental Leave shall be granted pursuant to the Nova Scotia Labour Standards Code. An Employee on such leave shall provide a minimum of four (4) weeks' notice of the intended return to work date.

b) The Employer will continue to pay premiums for coverage of Employees on the above-noted leaves under Group Life Insurance, basic hospitalization, medical & semi-private hospital coverage for the duration of leave.

c) Immediately after the Employee has ceased to receive payment of Employment Insurance Benefits for the above-noted leaves 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

Employee 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 International 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 the Employee in terms no less favourable than those enjoyed previous to their 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 their intention to return to work and shall be returned on terms no less favorable that those enjoyed previous to such leave, with previous seniority maintained and at the prevailing rate of pay. Notice of such leave shall be provided to the Union.

16.06

Employees shall be granted the following unpaid leaves of absence as per the Nova Scotia Labour Standards Code:

- Reservist
- Compassionate Care
- Critically Ill Child Care
- Critically Ill Adult Care
- Crime-related Death or Disappearance of a Child
- Any other Leave that is added to the Nova Scotia Labour Code

ARTICLE 17 – LEAVE OF ABSENCE WITH PAY

17.01

a) 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.

b) For the purposes of this Agreement, immediate family includes: spouse, parent, guardian, step-parent, child, step-child or ward of the Employee, sibling, step-sibling, parent-in-law, daughter-in-law, son-in-law, grandparents, step-grandparents, grandchild, step-grandchild, a relative permanently residing in the Employee's household, or a relative with whom the Employee permanently resides.

c) In case of a death of the brother-in-law or sister-in-law of an Employee where the relationship is current at the time of death, aunt and uncle of the Employee and divorced spouse where minor children are involved, leave of absence with full pay and accumulative seniority will be granted for a period of up to three (3) working days.

d) 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.

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

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

17.02

The Employer shall grant three (3) days leave, with pay, to Employees for the purpose of getting married.

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 they are 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 of 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 their 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 receive 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 – NEW JOB DESCRIPTIONS

18.01

a) Within ninety (90) days of ratification of this Agreement, the Employer will provide the Union with copies of up-to-date Bargaining Unit job descriptions.

b) Extensive changes made to existing job descriptions shall be discussed with the Union prior to implementation.

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 – TECHNOLIGICAL CHANGE

20.01
Technological change means the introductions of equipment or material of a different nature or kind than previously used by the Employee, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

20.02

In the event the Employer such equipment or materials 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.

20.03
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 programs or equipment and/or electronic devices.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01

There shall be a Grievance Committee consisting of not more than three (3) 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

Should any differences 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 procedures shall be followed:

STEP 1: The matter shall be referred to the Employer by the Employee or Employees involved, accompanied by a member of the Grievance Committee on behalf of the Employee or Employees.

STEP 2: Failing settlement at Step 1, within seven (7) days, the Committee may take the matter in dispute to the Secretary-Treasurer of the Federation.

STEP 3: Failing settlement at Step 2, within seven (7) days of starting, the Grievance Committee may take the matter in dispute to the President of the Federation.

STEP 4:

a) The Union and the Employer may refer any dispute which has not been settled in Step 3 to Grievance Mediation through the Department of Labour or to an Arbitrator within fifteen (15) days after the receipt of a demand, in writing, to that effect by either the Employer or the Union.

b) The said Arbitrator shall hear, consider and finally rule on such dispute and shall render such decision in accordance with this Agreement.

c) The award of the Arbitrator shall be final and binding on both parties.

21.03
Settlement of grievances shall affect retroactivity to the date on which the grievance(s) was (were) filed with the Grievance Committee.

21.04
Grievances must be filed in accordance with the foregoing procedure within sixty (60) calendar days of occurrence; otherwise, they will not be accepted for processing.

21.05
The time limits specified herein, other than the initial filing of the grievance, shall be deemed to be exclusive of Saturdays, Sundays and Holidays and may be extended by mutual consent of the parties or by the Arbitrator.

21.06
The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE 22 – HEALTH & SAFETY

22.01

a) The Employer shall make all reasonable provisions for the safety and health of Employees during working hours.

b) 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.

c) The Employees will have all rights as per the Occupational Health & Safety Act of the Province of Nova Scotia.

ARTICLE 23 – PENSION & WELFARE COVERAGE

23.01

It is agreed that all Employees will join the CLC Pension Plan, if possible.

It is agreed that the Employee's contribution to the Employee Pension Plan will be nine percent (9%) 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%).

23.02

a) 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.

b) 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.

c) 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 the Federation. The Long-Term Disability Plan provides the Employee with eighty percent (80%) of their 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 Consumer's Prince 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 they become eligible for the LTD Benefits.

d) 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.

e) 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 become effective. Members of LTD or extended sick leave will continue to accrue seniority.

f) 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).

23.03

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.

23.04

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 24 – SALARIES & CLASSIFICATIONS

24.01

The Employer shall within three (3) 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.

24.02

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) 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 25 – UNION COMMITTEES

25.01

a) 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.

b) The Union will inform the Employer of the names of the members of the Negotiating Committee and Union Stewards, who shall be Employees who have completed their probationary period.

25.02

At the request of either party, Labour Management 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 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 26 – GENERAL

26.01

The Employer agrees that existing privileges not covered by this Agreement and which do not conflict with the terms and principles of the Agreement, will not be withdrawn or altered during the term of this Agreement without just cause. The Employer will negotiate with the Union prior to any contemplated change.

26.02

If the Employee leaves the office for a coffee break, there will be a maximum time limit of fifteen (15) minutes in the morning and again in the afternoon, however, if the Employee does not leave the office, there shall be no time limit in effect.

26.03

Employees will be paid **weekly** and by direct deposit.

26.04

Employees will be provided with the same meal and mileage per diem as per the NSFL who are required to work out of town at conventions, conferences, seminars, institutes, etc.

26.05

The Employer will provide free parking for Employees.

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.

26.07

The Employer shall cover the costs associated with a cell phone where the Employer requires the Employee to carry a cell phone for work.

ARTICLE 27 – RIGHTS & BENEFITS OF TEMPORARY EMPLOYEES

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

b) Vacation allowance in accordance with the applicable Provincial Legislation. Overtime in accordance with Article 6.

c) Statutory Holidays in accordance with Article 8 provided they have worked on the working day before and after the Holiday.

d) Temporary Employees are not covered by the existing welfare provisions such as Medical Group Life, Pension, hospitalization or extended health.

e) 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 temporary capacity.

ARTICLE 28 – NEW SALARIES

28.01

The salary schedule shall be as follows: Retroactive Pay

SALARIES		**% Increase: 4.00%**	**% Increase: 3.50%**	**% Increase: 3.50%**	**% Increase: 3.50%**
CLASSICATION:	**Expired Hourly Rate**	**June 01 - 24 Hourly Rate**	**June 01 - 25 Hourly Rate**	**June 01 - 26 Hourly Rate**	**June 01 - 27 Hourly Rate**
Secretary Editor:	**$42.97**	**$44.69**	**$46.25**	**$47.87**	**$49.55**
Secretary Financial Assistant:	**$39.81**	**$41.40**	**$42.85**	**$44.35**	**$45.90**

28.02

Cost of Living

Salary level will be adjusted by an amount equivalent to the average annual percentage increase of the National CPI for the period June 1, **2024** – May 31, **2028**, which exceeds five percent (5%).

ARTICLE 29 – TERM OF AGREEMENT

29.01

This Agreement shall be in effect from June 1, **2024** to May 31, **2028** and shall continue from year to year after that day, unless either party gives notice, in writing, for the purpose of renewing the Agreement within three (3) months of expiry.

This Agreement is executed by the parties this 15 day of April, 2025.

FOR THE EMPLOYER:

THE NOVA SCOTIA FEDERATON OF LABOUR, C.L.C.

FOR THE UNION:

UNIFOR LOCAL 4005

DM\pycope343
2024 Negotiations: The Nova Scotia Federation of Labour, C.L.C. & Unifor Local 4005

LETTER OF UNDERSTANDING

WORKING REMOTELY

Whereas the parties recognize telecommuting as a viable work option that permits an Employee to perform a portion of their job responsibilities at a location other than the traditional offices of the Employer.

And whereas the parties also recognize the importance of maintaining a functioning office, a close-knit team environment and in-person service.

Therefore, the parties agree as follows:

a) Employees will have flexibility to perform their duties remotely for up to one (1) day each week. Consideration will be given to requests for greater than one (1) day per week.

b) No more than seven (7) hours per day will be performed remotely.

c) While working remotely there will be core hours between 8:00 am and 4:00 pm during which all telecommuting Employees must be readily available.

d) In determining the ability to work remotely, the primary consideration will be meeting operational demands, the effective and efficient performance of their duties and staffing of the office. The office must be staffed during regular working hours (Monday to Friday, 8:00 am – 4:00 pm).

e) Employees working remotely are required to attend the office for meetings or training as requested by the Employer by the Employer with one (1) working days' notice.

Signed this 15 day of April 2025.

FOR THE EMPLOYER: **THE NOVA SCOTIA FEDERATON OF LABOUR, C.L.C.**	**FOR THE UNION:** **UNIFOR LOCAL 4005**