



BILL NO. 203

Government Bill

*2nd Session, 63rd General Assembly
Nova Scotia
68 Elizabeth II, 2019*

An Act Respecting the Labour Relationship between Her Majesty in Right of the Province and the Nova Scotia Crown Attorneys' Association

CHAPTER 23
ACTS OF 2019

**AS ASSENTED TO BY THE LIEUTENANT GOVERNOR
OCTOBER 30, 2019**

The Honourable Karen Casey
Minister of Finance and Treasury Board

*Halifax, Nova Scotia
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**An Act Respecting the Labour Relationship
between Her Majesty in Right of the Province
and the Nova Scotia Crown Attorneys' Association**

Be it enacted by the Governor and Assembly as follows:

- 1 This Act may be cited as the *Crown Attorneys' Labour Relations Act*.
- 2 The purpose of this Act is to
 - (a) be consistent with the duty of the Government to pursue its policy objectives in accordance with the principles of responsible fiscal management prescribed under the *Finance Act*;
 - (b) protect the sustainability of public services;
 - (c) respect employees' right to a meaningful collective bargaining process with their employer, including the right to strike as guaranteed by paragraph 2(d) of the *Canadian Charter of Rights and Freedoms*; and
 - (d) align the Employment Agreement and 2012-2046 Framework Agreement of Crown Attorneys with the employment and framework agreements of other lawyers in the employ of the Government.
- 3 In this Act,
 - (a) "Employment Agreement" means the Employment Agreement between Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association, April 1, 2015 - March 31, 2019, dated June 7, 2016;
 - (b) "essential service" means a service, facility or activity of the Government that is or will be, at any time, necessary for
 - (i) the safety or security of the public or a segment of the public,
 - (ii) the protection of the rights under the *Canadian Charter of Rights and Freedoms* of persons charged with an offence, or
 - (iii) the administration of justice, including the provision of pre-sentencing and post-sentencing reports and other advice;
 - (c) "Framework Agreement" means the 2012-2046 Framework Agreement between Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association as extended on June 7, 2016.
- 4 This Act applies to any collective bargaining process between Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association underway on the day this Act comes into force and any future collective bargaining process between those parties.
- 5 This Act is binding on Her Majesty in right of the Province.

6 In the case of a conflict between this Act and any other enactment or any collective agreement, arbitral or other award or decision, obligation, right, claim, agreement or arrangement of any kind, this Act prevails.

7 (1) The Employment Agreement is amended in accordance with Schedule A.

(2) The amendment of the Employment Agreement under subsection (1) applies notwithstanding the requirement for mutual consent in Article 38 of the Employment Agreement.

8 (1) The Framework Agreement is amended in accordance with Schedule B.

(2) The amendment of the Framework Agreement under subsection (1) applies notwithstanding the requirement for mutual consent in section 22 of the Framework Agreement.

9 (1) Any arbitration between Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association pursuant to the Employment Agreement or Framework Agreement underway at the time this Act comes into force is terminated.

(2) No arbitrator or arbitration board may issue a decision or other award with respect to an arbitration terminated under subsection (1).

10 (1) Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association shall enter into an agreement within 20 days of the coming into force of this Section for the provision of essential services in the event of a strike or lockout.

(2) Where Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association are unable to enter into an agreement for the provision of essential services within the time period specified in subsection (1), either of them may apply to the Labour Board, established under the *Labour Board Act*, to determine any unresolved matter.

(3) The Labour Board shall deal with an application made under subsection (2) in an expedited manner and, subject to Section 15, may make any order, declaration or ruling it considers necessary or advisable to determine the matter.

11 (1) Unless an agreement for the provision of essential services has been entered into under subsection 10(1),

(a) Her Majesty in right of the Province shall not lock out the Nova Scotia Crown Attorneys' Association or a member thereof;

(b) the Nova Scotia Crown Attorneys' Association shall not sanction, encourage or support financially or otherwise a strike by any of its members; and

(c) a member of the Nova Scotia Crown Attorneys' Association shall not participate in any strike.

(2) Any lockout or strike between Her Majesty in right of the Province and the Nova Scotia Crown Attorneys' Association that is taking place at the time this Act comes into force must cease until such time as those parties have entered an agreement for the provision of essential services under subsection 10(1).

12 While an agreement for the provision of essential services is in effect,

- (a) Her Majesty in right of the Province shall not lock out the Nova Scotia Crown Attorneys' Association or a member thereof;
- (b) the Nova Scotia Crown Attorneys' Association shall not sanction, encourage or support financially or otherwise a strike by any of its members; and
- (c) a member of the Nova Scotia Crown Attorneys' Association shall not participate in a strike,

except in accordance with that agreement.

13 No person or organization shall

- (a) do anything to prevent or impede the compliance of a member of the Nova Scotia Crown Attorneys' Association with Section 11 or 12; or
- (b) fail to do anything for the purpose of preventing or impeding the compliance of a member of the Nova Scotia Crown Attorneys' Association with Section 11 or 12.

14 No action lies against Her Majesty in right of the Province in respect of the amendment of the Employment Agreement or the Framework Agreement under this Act.

15 No arbitrator or arbitration board established under any Act of the Legislature or in accordance with a collective agreement and no board or tribunal, including the Labour Board, has jurisdiction to

- (a) determine the constitutional validity or constitutional applicability of this Act or of the Employment Agreement or the Framework Agreement to the extent they are amended by this Act; or
- (b) determine whether a right conferred, recognized, affirmed or otherwise guaranteed by the Constitution of Canada has been infringed by this Act or by the Employment Agreement or the Framework Agreement to the extent they are amended by this Act.

16 A person who contravenes this Act is guilty of an offence and is liable on summary conviction

- (a) in the case of an offence committed by the Nova Scotia Crown Attorneys' Association, to a fine of not more than \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day on which the offence continues; and
- (b) in the case of an offence committed by any person other than the Nova Scotia Crown Attorneys' Association, to a fine of not more than \$1,000 and, in the case of a continuing offence, to a further fine of not more than \$200 for each day on which the offence continues.

17 (1) The Governor in Council may make regulations

- (a) defining any word or expression used but not defined in this Act;
- (b) further defining any word or expression defined in this Act;

(c) respecting any matter that the Governor in Council considers necessary or advisable to carry out effectively the intent and purpose of this Act.

(2) The exercise by the Governor in Council of the authority contained in subsection (1) is a regulation within the meaning of the Regulations Act.

18 This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

SCHEDULE A

EMPLOYMENT AGREEMENT

- (a) **add “during the term of this Agreement” immediately after “strike” in Article 8.01;**
- (b) **add “during the term of this Agreement” immediately after “members” in Article 8.02.**

SCHEDULE B

FRAMEWORK AGREEMENT

- (a) **strike out item C. of the preamble;**
- (b) **strike out paragraphs (c) and (i) under the heading “DEFINITIONS”;**
- (c) **strike out “Subject to subsection 19(b), the” in the first line of section 6 and substitute “The”;**
- (d) **strike out sections 7 and 8 and substitute the following sections:**

7. NO STRIKE/LOCKOUT DURING EMPLOYMENT AGREEMENT

The Employer shall not lock out, and the persons in the employee group shall not strike, during the period of any employment agreement negotiated pursuant to this Framework Agreement.

8. NO SANCTION OF STRIKE

The Association 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 Framework Agreement during the period of any employment agreement negotiated pursuant to this Framework Agreement.

- (e) **strike out sections 13 to 19 and substitute the follow section:**

13. RIGHT TO STRIKE AND RIGHT TO LOCK OUT

(a) In accordance with an agreement for the provision of essential services, where the parties are unable to conclude an Employment Agreement, and a conciliator has filed their report pursuant to section 11, the Association may sanction, encourage or support financially or otherwise, a strike by its members and the Employer may lock out.

(b) The right to strike and the right to lock out shall be governed by the *Trade Union Act* sections 2(1), 47, 48, 49, 50 and 51, except as modified by this Framework Agreement.

(c) The time limits set out in section 47(1)(c) and 47(3)(b) of the *Trade Union Act* shall be read as follows:

- (i) the time limit in s. 47(1)(c) shall be read as 30 days instead of 14 days, and
- (ii) the time limit in s. 47(3)(b) shall be read as 7 days instead of 48 hours.

(f) **strike out “in accordance with sections 13 to 19 herein, with a single arbitrator presiding” in the second line of section 24 and substitute “pursuant to the *Arbitration Act* of Nova Scotia”.**