Agreement Between

Sherbrooke Restoration Commission

and

The Nova Scotia Government and General Employees Union

April 1, 2012 to March 31, 2016

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PREAMBLE

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

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

(1) “Bargaining Unit” means probationary, permanent, full-time, and part-time positions of the Employer, of a year-round or seasonal nature, except those excluded by the Labour Relations Board or by mutual agreement of the parties.

(2) Day:

Business Day means Monday through Friday, excluding holidays.

Calendar Day means any day of the week, including holidays.

Work Day means any day that an Employee is regularly scheduled to work and for which the Employee receives payment from the Employer.

(3) “Employee” means a person who is included in a bargaining unit.

(4) “Employed” means attending at work and performing work for the Employer or being absent from work on an approved leave.

(5) “Employer” means Sherbrooke Restoration Commission.

(6) “Holiday” means:

(a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half (1/2) of the shift falls on a day designated as a holiday in this Agreement

(b) in any other case, the twenty-four (24) hour period commencing at 12:01 am on a holiday designated in this agreement.

(7) “Leave of Absence” means absent from work with permission.

(8) “Seasonal Employee” means an employee who works for the Employer on a seasonal basis for more than ten (10) weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season.

(9) “Spouse” includes husband, wife, common-law, or same sex partner except where prohibited or precluded by law.

(10) Week means from 12:00 AM on Sunday to 11:59 PM on the following Saturday. Unless otherwise provided, one (1) week equals a minimum thirty-five (35) hours. (Where the employee works a seven and one-half (7 ½) or an eight (8) hour day, their week would equal thirty-seven and one half (37 ½) or forty hours (40) respectively.)

(11) “Union” means the Nova Scotia Government & General Employees Union.

1.02 Service

For the purposes of this Agreement, “service” means total accumulated months of employment, in which an employee receives compensation for more than eighty (80) hours.

1.03 Seniority

"Seniority" shall be defined as the length of employment of an employee in the employ of the Employer. Where two (2) or more employees commence employment on the same day, seniority shall be determined by draw.

1.04 Gender

Unless any provision of this Agreement otherwise specifies, words importing to the masculine gender shall include females and vice versa.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive Bargaining Agent of the employees in the bargaining unit.

2.02 No Discrimination for Union Activity

The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

2.03 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Human Rights Act*, or any other law.

ARTICLE 3 - APPLICATION

This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached or otherwise incorporated by reference, apply to and are binding on the Union, the employees, and the Employer.

ARTICLE 4 – FUTURE LEGISLATION

4.01 Future Legislation

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

4.02 Conflict with Regulations

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

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

5.02 Safety Regulations

It is the exclusive function of the Employer to enforce safety and other regulations.

5.03 Consistent Application

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

5.04 Delegation of Authority

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

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

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

6.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by Employees in the Bargaining Unit.

ARTICLE 7 - UNION INFORMATION

7.01 Bulletin Boards

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

7.02 Distribution of Union Literature

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

ARTICLE 8 - INFORMATION

8.01 Copies of Agreement

The Employer agrees to supply each employee with a copy of the

Agreement within (90) days of the signing unless the Employer and the Union agree otherwise.

8.02 Letter of Appointment

An employee, upon hiring, shall be provided with a statement of his/her position title and employment status and applicable rate of pay. In the case of a part-time employee, it will include a designation as to the percentage of full-time hours.

8.03 Employer to Acquaint New Employees

The Employer agrees to provide new employees at the time of hiring, or as soon as practicable thereafter, with a copy of the collective agreement in effect and acquaint them with the conditions of employment set out in the articles concerning check off and stewards.

8.04 Position Descriptions

(a) Upon request by the employee, the Employer shall provide the position description outlining the duties and responsibilities assigned to his/her position.

(b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once the review and revision has been concluded, the affected employee(s) shall be provided a copy of the position description.

(c) All position descriptions shall be signed and dated by the Employer and copies shall be forwarded to the Union.

8.05 Bargaining Unit Information

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

ARTICLE 9 – APPOINTMENT

9.01 Probationary Appointment

An employee may be appointed to his/her position on a probationary basis for a period not to exceed twelve (12) months of service.

9.02 Confirmation of Permanent Appointment

The Employer shall, after the employee has served in a position on a probationary basis for a period of twelve (12) months, confirm the appointment on a permanent basis.

9.03 Termination of Probationary Appointment

The Employer may terminate a probationary appointment at any time.

9.04 Termination Notice

(a) If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise the employee in writing not less than ten (10) business days prior to the date of termination.

(b) The Employer will notify the Union when an employee is terminated.

9.05 Pay in Lieu of Termination Notice

Where less notice in writing is given than provided for, an employee terminated in accordance with the provisions of Article 9.04, shall continue to receive his/her pay for the number of work days prior to the date of termination.

9.06 Written Reasons for Termination

An employee employed in a position on a probationary basis shall be given the reasons for termination in writing, if he/she so requests, within the period of notice pursuant to Article 9.04.

ARTICLE 10 - RE-ASSIGNMENT AND JOB POSTING

10.01 Re-Assignment

(a) Notwithstanding any other provision in this Collective Agreement, the Employer has the right to assign or re-assign employees or work as required within the same Position Title. The Employer shall not exercise the right to assign or re-assign in an unreasonable or arbitrary manner.

(b) Where consistent with the operational requirements of the Employer, expressions of interest for assignment or reassignment may be invited by the Employer.

(c) The Employer will notify the Union of all employees reassigned pursuant to this provision.

(d) An employee who does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor through the established informal step in the grievance procedure.

10.02 Job Posting

(a) Prior to filling new positions or vacancies by job posting, the Employer may invite employees within the same position title to submit an expression of interest. Where more than one expression of interest is received, the position will be filled by the employee with the greatest length of service.

(b) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post a notice of such new position or vacancy on all bulletin boards in buildings where employees in the bargaining units work.

(c) All new positions or vacancies to be filled by job posting shall be subject to internal competition prior to external competition. The Employer reserves the right to post simultaneously such positions internally and externally.

(d) Where no bargaining unit employee is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.

(e) In the event that a vacancy arises in the same position title, within a three (3) month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing competition within the three (3) month period.

(f) Where it is the opinion of the Employer that a vacancy can be filled from within, and two or more applicants are qualified and those applicants are equal merit, preference in filling that vacancy shall be given to the employee with the greatest length of service.

ARTICLE 11 - CHECKOFF

11.01 Deduction of Union Dues

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

11.02 Notification of Deduction

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

11.03 Religious Exclusions

Deductions for membership dues shall not apply to any employee who, for religious reasons, cannot pay Union dues provided he/she makes a contribution equal to said Union dues to some recognized charitable cause.

11.04 Remittance of Union Dues

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

11.05 Liability

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

ARTICLE 12 - STEWARDS

12.01 Recognition

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

12.02 Notification

(a) The Employer and the Union will agree on the number of Stewards.

(b) The Union agrees to provide the Employer with a list of the employees designated as Stewards.

12.03 Servicing of Grievances

It is understood that the Officers, Stewards, and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, the steward will not leave the job without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld. The Steward shall

report back to the Supervisor before resuming the normal duties of his/her position.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

(i) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees who are elected:

(a) as members of the Board of Directors of the Union for the attendance at Board meetings;

(b) as delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, Nova Scotia Federation of Labour;

(c) as members of standing Committees of the Union for the attendance at meetings of standing Committees;

(d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;

Such permission shall not be unreasonably withheld.

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

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

The Union shall notify the Employer of the names of employees who are members of the Board of Directors of the Union.

13.03 Number of Employees Eligible

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

13.04 Contract Negotiations

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

13.05 Grievance Meetings

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

13.06 Adjudication and Joint Consultation

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave with pay to employees who are:

(a) called as a witness by an Arbitration Board;

(b) meeting with management in joint consultation.

13.07 Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

(a) An employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring his/her intention to seek the office of the President.

(b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) they are to serve.

(c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).

(d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.

(e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.

(f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.

(g) Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.

(h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

(i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.

(j) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan,

other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

(a) Unless this Agreement provides otherwise, the hours of work shall be seventy (70) hours per bi-weekly period, normally consisting of ten (10) seven (7) hour shifts.

(b) **Overtime Exception**

Where, during a regular scheduled shift rotation, an employee may be required to work in excess of seventy (70) hours in a two-week (2) period, additional hours shall not constitute overtime in that two (2) week period, provided the hours of work average seventy (70) hours per two (2) weeks of each complete cycle of the shift rotation.

(c) The normal hours of work for employees in the Maintenance and Grounds Section, the Supervisor of Interpretation, and the Restaurant Supervisor shall be 80 hours bi-weekly.

14.02 Flexible Working Hours

The Employer will, where operational requirements and efficiency of the service permit, authorize experiments with flexible working hours if the Employer is satisfied that an adequate number of employees have requested and wish to participate in such an experiment.

14.03 Meal Breaks and Rest Periods

For each seven (7) hour shift the Employer shall provide an unpaid meal break of one-half (1/2) hour and a paid rest period totally twenty (20) minutes. The Employer will schedule the meal break in such a way that an employee be permitted to leave her work area. Operational requirements may be such that breaks may not be able to taken off the premises. These breaks shall be pro-rated for shift duration.

14.04 Recall from Meal Break and Rest Period

Should an employee be recalled to duty during the designated meal break as provided in Article 14.03 and the entire meal break cannot be rescheduled during the shift, the meal break shall be deemed to be time worked and compensated at the applicable straight time rate. Should an employee be recalled to duty during the rest period provided for in Article 14.03, and time off equal to the difference between the break time taken and the total rest period cannot be granted during the shift, the amount of the rest period not taken will be paid to the employee by the Employer at the applicable straight time rate."

14.05 Days Off

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

14.06 Posting of Shift Schedules

(a) Schedules shall be posted at least two (2) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. Once posted, the Employer shall make every reasonable effort not to change the scheduled shift of an employee. The employer must inform an employees of any change made to their posted schedule.

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

14.07 Exchange of Shifts

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

14.08 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal and rest period as provided for in Article 14.03.

14.09 Headings

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

ARTICLE 15 – OVERTIME

15.01 Definitions

“Overtime” means authorized work in excess of the employee’s regularly scheduled hours of work.

15.02 Overtime Compensation

Unless otherwise provided in this agreement an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked.

15.03 Allocation and Notice of Overtime

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

a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and

b) to give employees who are required to work overtime, notice of this requirement when this requirement is known to the immediate supervisor.

15.04 Overtime Eligibility

An employee must work at least fifteen (15) minutes beyond his/her normal shift before being eligible for overtime compensation.

15.05 Form of Compensation

Compensation for overtime shall be in the form of time off in lieu of overtime hours worked, e.g. 1.5 hours off for each hour of overtime worked.

ARTICLE 16 - CALL BACK

16.01 Call Back

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

16.02 Call Back Compensation

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

ARTICLE 17 - VACATIONS

17.01 Annual Vacation Entitlement

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

(a) each year during his/her first eighty -four (84) months of service at the rate of one and one-quarter (1¼) days for each month of service; three (3) weeks during first seven (7) years of service.

(b) each year after eighty-four (84) months of service at the rate of one and two-thirds (1-2/3) days for each month of service; four (4) weeks after seven (7) years of service.

(c) each year after two hundred and four (204) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after seventeen (17) years of service.

(d) each year after three hundred (300) months of service at the rate of two and one-half (2½) days for each month of service; six (6) weeks after twenty five (25) years of service.

17.02 Vacation Year

The vacation year shall be April 1 to March 31 inclusive.

17.03 Authorization

An employee may be granted vacation during the vacation year at such time as the Employer determines.

17.04 Vacation Scheduling

1. Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer or delegated official in writing of his/her vacation preference as soon as possible for the following vacation year but before February 15th in each year. The Employer will respond in writing by March 15th indicating whether or not the employee's vacation request is authorized.

2. Preference of vacation schedule shall be given to those employees with the greatest length of service as defined in Article 1.02.

3. Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with the greatest length of service.

4. The Employer shall post the approved vacation schedule no later than March 15th.

5. After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered to employees on a work unit by length of service.

6. By mutual agreement between the Employer and the employee, vacation days may be granted at times other than scheduled in accordance with the Article. When more than one employee wishes to take vacation under this paragraph, such vacation shall be offered to employees on a work unit by length of service.

17.05 Employee Request

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

(a) give the reason for disapproval; and

(b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

17.06 Unbroken Vacation

Where operational requirements permit, the Employer shall make every reasonable effort to grant to an employee his/her request to enjoy his/her vacation entitlement in a single unbroken period of leave.

17.07 Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than fifteen (15) days may, with the consent of the Employer , be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the

Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an employee's request.

(b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

17.08 Borrowing of Unearned Vacation Credits

On the written request from the Employee and with the approval of the Employer, an Employee who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

17.09 Employee Compensation Upon Separation

An employee, upon his/her separation from the Employer, shall be compensated for vacation leave to which he/she is entitled.

17.10 Employer Compensation Upon Separation

An employee, upon separation from employment, shall compensate the Employer for vacation which was taken but to which he/she was not entitled.

17.11 Vacation Credits Upon Death

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

17.12 Vacation Records

An employee is entitled to be informed, upon request, of the balance of his/her vacation leave with pay credits.

17.13 Recall from Vacation

The Employer will make every reasonable effort not to recall an employee to duty after he/she has proceeded on vacation leave.

17.14 Reimbursement of Expenses upon Recall

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:

(a) in proceeding to his/her place of duty; and
(b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.

17.15 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 17.13 and 17.14, shall either be added to the vacation period, if requested by the employee and approved by the Employer or reinstated for use at a later date.

17.16 Illness During Vacation

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

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The holidays for employees shall be:

(a) New Year's Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day

(e) Canada Day
(f) Labour Day
(g) Thanksgiving Day
(h) Remembrance Day
(i) Christmas Day
(j) Boxing Day
(k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
(l) one-half (½) day on Christmas Eve Day beginning at 12:00 noon

18.02 Exception

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

18.03 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

(1) the work day immediately following his/her day of rest; or
(2) the work day following the employee's annual vacation; or
(3) another mutually acceptable day between the Employer and the employee.

18.04 Holiday Coinciding with Paid Leave

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

18.05 Compensation for Work on a Holiday

Where an employee is regularly scheduled to work and his/her regularly scheduled day of work falls on a paid holiday, as defined in article 18.01, he/she shall receive compensation equal to two and one half (2 ½) times his/her regular rate as follows:

a) compensation at one and one half (1 ½) times his/her regular rate of pay including the holiday pay, for the hours worked on the holiday; and

b) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.

c) where time off with pay in lieu of the holiday has not been granted in accordance with article 18.05 b, compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

18.06 Exception – Security Section

Article 18.05 above does not apply to employees in the Security Section. An employee in the Security Section shall be entitled to five (5) days of leave with pay each year as a result of being required to be available to work and for any work performed on holidays during that year. Such leave shall be subject to scheduling in the same manner as vacation entitlement.

ARTICLE 19 - SPECIAL LEAVE

19.01 Special Leave

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

(a) special leave without pay, for such a period as it deems circumstances warrant;

(b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

19.02 Bereavement Leave

(a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive work days for each death. Immediate family is defined as father, mother, step-parents, brother, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the employee, father-in law, mother-in law, daughter-in law, son-in law, step child, ward of the employee, grandparent or grandchild of the employee, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

Notwithstanding, an employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death.

(b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) work day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.

(c) The above entitlement is subject to the proviso that proper notification is made by the employee to the Employer.

(d) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

19.03 Court Leave

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

(a) to serve on a jury; or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(1) in or under the authority of a court; or

(2) before an adjudicator 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; or

(3) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

Where an employee notifies the Employer in advance, where possible, that he/she is required to serve pursuant to Article 20.03(b), as a result of the functions he/she fulfills on behalf of the Employer, on a day other than a regularly scheduled work day, the time spent shall be considered time worked.

19.04 Jury Compensation

An employee given leave of absence with pay to serve on a jury pursuant to Article 19.03(a), shall have deducted from his/her salary an amount equal to the amount that the employee receives for such jury duty.

19.05 Leave for Medical Emergency

An employee entitled to paid sick leave, may be granted leave with pay as a result of the hospitalization of a family member, for up to a maximum of five (5) work days per annum, with each day being deducted from the employee's accumulated sick leave.

19.06 Pregnancy, Parental and Adoption Leave

The employer shall grant pregnancy leave, parental leave, and adoption leave to employees in accordance with obligations pursuant to the *Nova Scotia Labour Standards Code*.

19.07 Leave for Public Office

A permanent employee who wishes to compete for public office at the level of the Legislative Assembly of Nova Scotia, or as a Member of the Parliament of Canada, can take a leave of absence without pay, to compete for nomination and election. If elected, the employee must resign from staff.

19.08 Educational Leave

An employee may request from the Employer a leave without pay to pursue educational training or upgrading. Requests will be considered on a case-by-case basis, and will be judged on how the leave will help the organization and add to the employee's skills in relation to their job.

19.09 Examination Leave

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

19.10 Leave for Birth of Child/or Adoption

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

An employee shall be granted one (1) full shift special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this Agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) full shift.

19.11 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) work days per annum for a critical condition which requires his/her personal attention resulting from an emergency, which cannot be serviced by others or attended to by the employee at a time when he/she is normally off duty.

19.12 Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to five (5) work days per annum in order to engage in personal preventive medical and dental care. Such leave shall be deducted from the employee's accumulated sick leave.

19.13 Military Leave

Military leave shall be as provided for in Section 80, General Regulations made pursuant to the *Civil Service Act.*

19.14 Compassionate Care Leave

The Employer may grant a leave of absence without pay to a maximum of eight (8) weeks to an employee to provide care or support to a family member in accordance with Section 60E of the *Nova Scotia Labour Standards Code*.

ARTICLE 20 – GROUP INSURANCE, HEALTH, AND LTD PLANS

The Employer will continue to participate in the provision of group life, medical, and LTD plans, on the same basis as prior to this agreement.

ARTICLE 21 - SICK LEAVE

21.01 Employees shall be granted sick leave in accordance with the provisions of this Collective Agreement.

21.02 Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury for which compensation is not payable under the Workers' Compensation Act.

21.03 An Employee is entitled to receive sick leave with pay provided they satisfy the Employer that they have an illness or injury and;

(a) is unable to perform the normal duties of their position;

(b) is not able to perform alternate duties; and

(c) has the necessary sick leave credits.

21.04 In all cases of injury or illness, an Employee shall notify their supervisor as soon as reasonably possible.

21.05 Pay for sick leave shall be an amount equal to the amount received for their normal working day.

21.06 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify their immediate supervisor when they will return to work.

21.07 Sick leave benefits may be used for pregnancy-related illness(es).

21.08 It is agreed that the accumulated sick leave credits in existence for each of the Employees in the bargaining unit upon the date this Collective Agreement comes into effect, shall continue and shall be recognized as the accumulated sick leave.

21.09 Sick Leave Bank

Employees may accumulate sick leave at the rate of 1.5 work days per month of service to a maximum of 120 work days.

21.10 Paid Sick Leave

An employee may be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury, provided that he/she satisfies the Employer of this condition in such manner

and at such time as may be determined by the Employer, and provided he/she has the necessary sick leave credits.

21.11 Unpaid Sick Leave

An employee may be granted sick leave without pay when he/she is unable to perform his/her duties because of illness or injury, provided he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, when he/she has exhausted his/her sick leave bank.

21.12 Proof of Illness

An employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave (paid or unpaid) is claimed by an employee, and if a certificate is not produced, the time absent from work, if paid, will be deducted from the employee's pay.

21.13 Workers' Compensation

The pay of an employee who is in receipt of compensation from the Workers' Compensation Board of Nova Scotia, arising from the same incapacity for which paid sick leave is granted, shall be reduced by the amount paid by the Workers' Compensation Board.

21.14 Alternate Medical Practitioner

For the purpose of this Article, the Employer may require that the employee be examined by an alternate medical practitioner.

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

22.01 Employee Performance Review

When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the

employee is to receive a signed copy to indicate that its contents have been read. An employee shall be entitled to a minimum of two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

22.02 Record of Disciplinary Action

(a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

(b) Notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after four (4) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01 Just Cause

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

23.02 Notification

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

(b) The Employer will notify the Union when an employee is suspended or discharged.

23.03 Grievances

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

23.04 Reinstatement

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 23.01, that employee shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. One of the benefits the re-instated employee shall not lose is regular pay during the period of suspension or discharge which shall be paid to the employee as soon as practicable following re-instatement.

ARTICLE 24 - NOTICE OF RESIGNATION

24.01 Notice of Resignation

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

24.02 Absence Without Permission

(a) An employee who is absent from his/her employment without permission for ten (10) consecutive work days, shall be deemed to have resigned his/her position effective the first day of his/her absence.

(b) The employee may be reinstated if he/she establishes to the satisfaction of the Employer, that his/her absence arose from a cause beyond his/her control and it was not possible for the employee to notify the Employer of the reason for his/her absence.

24.03 Withdrawal of Resignation

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

24.04 Failure to Give Notice

An employee who fails to give notice required by Article 24.01, shall be struck from the payroll effective the day he/she absents himself/herself without leave, and shall have deducted from monies owned him/her by the Employer, a sum equivalent to the salary payable to him/her for the period of notice which he/she failed to work.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 Grievances

(a) An employee(s) who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, shall first discuss the matter with his/her immediate supervisor no later than twenty-five (25) work days after the date on which he/she became aware of the action or circumstance. The employee(s) may have a Steward present if so desired.

(b) The supervisor shall answer the dispute within two (2) work days of the discussions unless the Union agrees to extend this time limit.

(c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.

(d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure.

25.02 Union Approval

Where the grievance relates to the interpretation or application of this collective agreement or an Arbitration Award, the employee is not entitled to present the grievance unless he/she has the approval in writing of the Union or is represented by the Union.

25.03 Grievance Procedure

The following grievance procedure shall apply:

Step 1

If the employee(s) or the Union is not satisfied with the decision of the immediate supervisor, the employee(s) may within ten (10) days of having received the supervisor's answer, present the grievance in writing to the Employer's designate at Step 1 of the grievance procedure. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to the Executive Director at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

The parties may agree before Step 3 of the Grievance Procedure or at any later time in the Grievance or Arbitration process under this Agreement, to refer the dispute to mediation. In the event mediation is unsuccessful the grievance or arbitration shall resume at the point in the process where the dispute was before referral to mediation.

Step 3

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the H.R. Committee of Sherbrooke Restoration Commission and may be accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The Human Resources Committee of the Sherbrooke Restoration Commission shall reply to the grievance in writing within fifteen (15) days from the date the grievance was presented at Step 3.

25.04 Decision by Employer

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

25.05 Union Referral to Arbitration

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may, within ninety (90) calendar days refer the grievance to arbitration under Article 26.

25.06 Union Representation

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

25.07 Time Limits

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

25.08 Amending of Time Limits

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

25.09 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute shall be discussed between the parties. Where no satisfactory settlement is reached, the dispute may be resolved pursuant to the provisions of the *Trade Union Act*. This Section shall not apply in cases of individual grievances.

25.10 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 26 – ARBITRATION

26.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 25, notify the other party within ninety (90) calendar days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

26.02 Referral to Arbitration

Such notification shall specify the party's choice of whether it wishes to utilize the regular arbitration procedure or the expedited arbitration procedure as provided for in the *Trade Union Act*. In the event that a grievance is submitted to the regular arbitration process, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

26.04 Regular Arbitration Procedure

(a) Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) calendar days of notice of arbitration in accordance with Article 26.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Board

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within ten (10) calendar days of notice of arbitration in accordance with Article 26.01. Should the appointed members fail to agree upon the appointment of a chair within ten (10) calendar days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

(c) Arbitration Procedure

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of thirty (30) calendar days from the date the hearing concludes.

26.05 Arbitration Award

All arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an employee.

26.06 Arbitration Expenses

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

ARTICLE 27 - JOINT CONSULTATION

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

ARTICLE 28 - TRAVEL

28.01 Mileage Allowance

An employee authorized to use a privately owned automobile on the Employer's business shall be paid a mileage allowance consistent with the rates applicable in the Nova Scotia Civil Service.

28.02 Other Expenses

(a) Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval.

(b) In addition to (a) above, where an employee is traveling on the Employer's business and overnight commercial accommodations have been authorized and used, the employee will be reimbursed an allowance of five dollars ($5.00) per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals

and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

28.03 Meal Allowances

Subject to Article 28.02, an employee, required to travel on business for the Employer, may claim a per diem meal allowance in respect of meals that are not otherwise provided, consistent with the meal rates applicable in the Nova Scotia Civil Service.

28.04 Private Accommodation

Where the employee is required to be away overnight on the Employer's business and his/her supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of $20.00 per night.

ARTICLE 29 – PENSION

29.01 Employees shall be eligible to participate in the Sherbrooke Restoration Commission pension plan.

29.02 The pension plan may be amended by mutual agreement of the parties.

29.03 The Employer and each eligible employee shall cost share the annual service cost applicable to the pension plan on a 60/40 basis. For example, if the annual service cost is 15.7% of the eligible employee payroll, the Employer shall contribute 9.42% and each eligible employee shall contribute 6.28% of the annual service cost.

29.04 Nothing in this Article precludes a decision by the employer to wind up the pension plan in accordance with applicable legislation in the event a satisfactory approach to addressing an unfunded liability identified in the three (3) year actuarial pension plan evaluation, cannot be achieved.

29.05 Effective as of the transfer date, employees shall be covered by the provisions of the Nova Scotia Public Service Superannuation Plan as amended from time to time.

a) As soon as mutually agreed, the parties shall establish a pension transfer date.

b) Effective as of the pension transfer date, employees shall be covered by provisions of the Nova Scotia Public Service Superannuation Plan which is subject to amendment from time to time by the trustees of that plan.

c) Articles 29.01, 29.02, 29.03, 29.04 and Memos #1 & 2 are no longer applicable effective as of the pension transfer date.

ARTICLE 30 - SAFETY AND HEALTH

30.01 Safety and Health Provisions

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

30.02 Occupational Health and Safety Act

The Employer, the Union and the employees agree to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c.7.

30.03 First Aid Training

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

30.04 First Aid Kits

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

30.05 Safety Equipment

The Employer shall provide all safety equipment necessary for the occupational safety and health of employees, as determined by the Occupational Health & Safety Act.

30.06 Right to Refuse Work

Any employee may exercise his/her right to refuse work in accordance with the provisions of the Occupational Health & Safety Act.

ARTICLE 31 - JOB SECURITY

31.01 Layoff

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

31.02 Introduction

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

31.03 Notice to Union

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

31.04 Training and Retraining

(a) Where retraining of employees is necessary, it shall be provided during normal working hours where possible.

(b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable employees to perform present and future duties more effectively.

(c) The duration of the training/retraining under this Article shall be determined by the Employer.

31.05 Application

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

31.06 Union Consultation

Where positions are to be declared redundant because of technological change, shortage of work or funds, the discontinuance or re-organization of work, or contracting out, the Employer will advise and consult with the Union as soon as reasonably possible after a change appears probable, with a view to minimizing the adverse effects of the decision to declare redundancies.

31.07 Employee Placement Rights

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

(1) a position in the employee's same position;

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

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

(b) An employee will have a maximum of two (2) full days to exercise her placement rights in this step of the placement process.

(c) Where a vacancy exists which has a higher maximum salary than that of an employee's position, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement.

31.08 Layoff Procedure

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

31.09 Notice of Layoff

(a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.

(b) When the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, eight weeks notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off.

(c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefore.

(d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:

(i) to exercise placement rights in accordance with the procedure set out in this Article;

(ii) to accept layoff and be entitled to recall in accordance with Article 31

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

31.10 Pay in Lieu of Notice

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

31.11 Recall Procedures

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

(b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, employees placed on the Recall List shall be recalled by order of seniority to any position for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the bargaining unit.

(c) The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.

(d) An employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the employee's same position, in which event she will be struck from the Recall List. However, an employee's refusal to accept recall to her same position title at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

(e) Employees on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A permanent employee who accepts such casual work retains her permanent status.

31.12 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

31.13 Loss of Seniority

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

(a) the employee is discharged for just cause and not reinstated;

(b) the employee resigns;

(c) the employee is laid off for more than twelve (12) consecutive months without recall;

31.14 No New Employees

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

ARTICLE 32 - PAY PROVISIONS

32.01 Rates of Pay

a) This agreement provides for wage increases for position titles in Schedule A and Schedule B as follow:

April 1, 2012 - 1%
April 1, 2013 - 1%
April 1, 2014 - 2%
January 1, 2016 - 1%

b) The rates of pay for position titles effective March 31, 2012 and resulting rates of pay for position titles effective January 1, 2016 are set out in Schedule “A’ and Schedule “B”.

c) In addition to the wage increases set out in a) above, the following positions shall receive a .25 per hour increase effective April 1, 2016:

1. Waitress
2. Restaurant Supervisor
3. Cook
4. Ambrotype Photographer Assistant
5. Carpenter Assistant
6. Farmer Assistant
7. Wardrobe Assistant
8. Sawmill Assistant
9. Sawmill Assistant/Labourer
10. Woodturner Assistant
11. Potter Assistant

Employees in year round positions shall receive the pay increases provided in a) above in April, 2016.

ARTICLE 33 - INJURY ON DUTY

33.01 Reporting of Injuries

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

33.02 Workers' Compensation

1. When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is entitled to time loss compensation, the Employer shall place the employee on leave without pay status, for such period as the Workers' Compensation Board determines.

2. An employee shall not be entitled to sick leave for any period for which the employee receives Workers' Compensation time loss benefits.

33.03 The Employer shall maintain a record of its employees injured on duty.

ARTICLE 34 – SEASONAL EMPLOYEES

34.01 Application of Agreement

All provisions of this Agreement apply to seasonal employees with the exception of the following:

Article 15 – Overtime
Article 17 – Vacations
Article 18 – Holidays
Article 19 – Special Leave
Article 20 – Group Insurance, Health, and LTD Plans
Article 21 – Sick Leave

Article 29 – Pension
Article 31 – Job Security
Article 35 – Part-time Employment

34.02
The following provisions apply to seasonal employees only:

1. **Overtime**

   (a) An employee who performs authorized work in excess of their regularly scheduled hours of work, shall be entitled to overtime compensation for each hour of overtime worked.
   (b) Notwithstanding Article 34.01, Articles 15.01, 15.02, 15.03 and 15.04 of the collective agreement apply.
   (c) The form of compensation for all overtime hours worked shall be pay at the rate of 1.5 times the employee's regular hourly rate of pay. Compensation for overtime shall be paid, except where, upon request of the employee, overtime may be granted in the form of time off in lieu at the applicable overtime rate. In circumstances where an employee has entitlement to 3.5 hours or more of time off in lieu of overtime hours worked, scheduling of time off will not normally be granted for a period of less than 3.5 hours.

2. **Vacation Pay**

   An employee shall be entitled to vacation pay in accordance with the requirements of the Labour Standards Code.

3. **Holidays**

   Notwithstanding Art. 34.01 above, an employee who works on a holiday shall receive compensation equal to two and one half (2 1/2) times her/his regular rate of pay as follows:

   (a) Compensation at one and one half times his/her regular rate of pay, including the holiday pay, for the hours worked on the holiday; and

(b) Time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.

(c) Where time off with pay in lieu of the holiday has not been granted in accordance with Art. 34.02 3(b), compensation shall be granted at the employee's regular rate of pay for those hours worked on the holiday.

4. **Special Leave**

Notwithstanding Article 34.01 above, an employee shall be entitled to the following leave provisions of Article 19:

(a) Article 19.01 Special Leave
(b) Article 19.02 Bereavement Leave
(c) Article 19.03 Court Leave
(d) Article 19.04 Jury Compensation
(e) Article 19.06 Pregnancy, Parental and Adoption Leave
(f) Article 19.07 Leave for Public Office
(g) Article 19.13 Military Leave
(h) Article 19.14 Compassionate Care Leave

5. **Layoff**

(a) An employee may be laid off by the Employer at the end of the season, or when operational requirements as determined by the Employer, necessitate such action.

(b) The Employer will provide ten (10) work days' notice of layoff in writing to an employee. The Employer may provide pay in lieu of all or part of the notice period.

(c) Subject to operational requirements as determined by the Employer, the Employer will offer an employee seasonal employment the following season.

<u>Seasonal Layoff and Recall</u>

(i) Effective the date of the layoff the Seasonal Employee shall be placed on the seasonal recall list.

(ii) When Seasonal Employees are recalled, the Employer will indicate the expected date of seasonal layoff.

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

6. **Sick Leave**

Each seasonal employee will be credited with three (3) days of paid sick leave at the commencement of the season, pro-rated for those who commence work after the season has commenced. The employee may be granted sick leave with pay for up to a maximum of three (3) days with pay per season, when he/she is unable to perform his/her duties because of illness or injury, provided that he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

Notwithstanding Article 34.01 above, an employee is subject to Article 21.11 (Unpaid Sick Leave) and Article 21.12 (Proof of Illness) provisions of the Agreement.

There is no accumulation of sick leave under this Article and remaining sick leave entitlement for all seasonal employees reverts to zero at the end of the season.

7. **Medical and Dental Appointments**

An employee shall be allowed paid leave of up to two (2) work days per season to engage in personal preventative medical and dental care. Such leave shall be deducted from the employee's sick leave entitlement, and if no such leave remains, the Employer will consider requests for such leave on a without pay basis.

8. **Leave for Medical Emergency**

An employee may be granted one (1) day leave with pay per season as a result of hospitalization of a family member.

9. **Leave for Emergency**

An employee may be granted up to one (1) day leave of absence per season for a critical condition which requires his/her personal attention resulting from emergency which cannot be provided by others, or, attended to by the employee at a time when he/she is normally off duty.

10. **Pay in Lieu of Benefits Adjustment**

The Employer shall provide a 2% pay in lieu of benefits adjustment to seasonal employees for hours worked.

11. **Part-time Employment**

Part-time employees who work on a seasonal basis and work in a position in the bargaining unit on a regular basis for less than 100% of full-time hours and not less than 40% of full-time hours, will be covered by the collective agreement. Such employees shall be entitled to benefits applicable to seasonal employees who work a full-time schedule, pro-rated on the basis of part-time hours scheduled, except as otherwise agreed by the parties.

ARTICLE 35 – PART-TIME EMPLOYEES (YEAR ROUND)

(a) Part-time employees who are employed on a year round basis and work in a position in the bargaining unit on a regular basis for less than 100% of full time hours and not less than 40% of full-time hours, will be covered by the collective agreement. Such part-time employees shall be entitled to benefits pro-rated on the basis of part-time hours scheduled, except as otherwise agreed by the parties.

(b) For the purpose of earning entitlement to a benefit (vacation increment, length of probation, etc.), a year round part-time employee will accrue a month of service for each month worked, except for

months when he/she is on leave without pay for in excess of ½ of their regularly scheduled hours in a month.

(c) Unpaid leave will not be pro-rated as to length of time granted.

(d) Year round part-time employees will be covered by a health plan equivalent to the plan which is applicable to year round full-time employees.

(e) Year round part-time employees will be covered by group life with benefit entitlement pro-rated on the basis of percentage of full-time hours worked. An employee who works 50% of the full-time hours in a position with an annual full-time salary of $30,000, will have his/her insurance coverage based on $15,000 annual salary.

(f) Year round part-time employees will be covered by the provisions of the Sherbrooke Restoration Commission pension plan for employees.

ARTICLE 36 - AMENDMENT

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

ARTICLE 37 - TERM OF AGREEMENT

37.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, 2012 to March 31, 2016 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

37.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, the Articles of this Agreement shall be effective from and after the signing date of this Agreement.

37.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between April 1, 2012, and the signing date shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.

SCHEDULE "A"
YEAR ROUND POSITIONS

POSITION TITLES	RATES OF PAY	
	March 31, 2012	January 1, 2016
Administration Payroll Clerk	$17.15	$18.00
Farm Operator	$18.41	$19.35
Head of Historical Resources	$25.55	$26.85
Head of Communications	$19.75	$21.76
Head of Business Operations	$22.95	$24.12
Potter	$18.95	$19.91
Sawmill Operator/Maintenance	$20.84	$21.90
Security Officer	$16.81	$17.67
Weaver	$18.95	$19.91
Woodturner	$18.95	$19.91
Woodworking Assistant	$17.69	$18.59
Woodworking Shop Supervisor	$19.99	$21.01

SCHEDULE "B" SEASONAL POSITIONS

POSITION TITLES	RATES OF PAY	
	March 31, 2012	January 1, 2016*
Administrative Assistant	$17.73	$18.63
Ambrotype Photographer	$18.74	$19.69
Ambrotype Photographer Assistant	$17.09	$18.21
Assistant Supervisor of Interpretation	$17.75	$18.65
Blacksmith	$18.68	$19.63
Carpenter	$17.56	$18.45
Carpenter Assistant	$16.60	$17.70
Farmer Assistant	$16.19	$17.26
Gardener	$16.46	$17.30
Groundskeeper	$16.52	$17.36
Interpreter	$15.48	$16.27
Senior Interpreter	$17.09	$17.96
Potter Assistant	$17.70	$18.85
Sawmill Assistant	$17.04	$18.16
Sawmill Assistant/Labourer	$15.97	$17.03
Supervisor of Interpretation	$20.39	$21.68
Wardrobe Supervisor	$19.23	$20.21

Wardrobe Assistant	$17.64	$18.79
Woodturner Assistant	$17.70	$18.85
Cook	$13.80	$14.75
Receptionist/Clerk	$15.48	$16.27
Restaurant Supervisor	$15.90	$16.96
Waitress/Waiter	$11.78	$12.63
Festival & Event Assistant	$15.48	$16.27

*Includes .25 per hour increase which takes effect on April 1, 2016.

IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement at Sherbrooke, Nova Scotia this 7th day of February, 2016.

Signed on behalf of the

SHERBROOKE RESTORATION COMMISSION

Chairperson / Board Member
Sherbrooke Restoration Commission

Board Member
Sherbrooke Restoration Commission

Signed on behalf of the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 50

President, NSGEU

Chief Negotiator, NSGEU

Bargaining Committee Member

MEMORANDUM OF AGREEMENT #1

Pension Plan – 10 Year Solvency Amortization Period

As a result of the findings of the Report on the Actuarial Valuation of the Pension Plan for Employees of the Sherbrooke Restoration Commission as at December 31, 2009, the Union agrees to and supports the Employer's application for a 10 Year Solvency Amortization Period as provided for in the Nova Scotia Pension Benefits Act and Regulations.

Board Member
Sherbrooke Restoration Commission

President, NSGEU

Chairperson / Board Member
Sherbrooke Restoration Commission

Chief Negotiator, NSGEU

Bargaining Committee Member

Date: ~~January~~ February 7, 2016

MEMORANDUM OF AGREEMENT #2

Pension Plan Consultations

The parties agree to engage in consultation meetings on the current unfunded liability challenges associated with the pension plan, and in particular, changes necessary in plan benefits to ensure plan viability.

Donald R. Armstrong
Chairperson/Board Member
Sherbrooke Village Restoration Commission

Joan Gerbrine
President, NSGEU

Board Member
Sherbrooke Village Restoration Commission

J. Goose
Chief Negotiator, NSGEU

Valerie Haller
Susan Hayne
Bargaining Committee Member

Date: ~~January~~ February 7, 2016