

COLLECTIVE AGREEMENT

BETWEEN:

**PARKLAND AT THE LAKES LIMITED, carrying on business
at JAMIESON HALL, INVERNESS HALL and HARRIS HALL, 82 Baker Drive,
Dartmouth, Nova Scotia**

COMPANY

- AND -

**NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION**

UNION

Term: September 1, 2013 – August 31, 2016

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ARTICLE 1– PURPOSE

1.01 The purpose of this Agreement is to:

- (a) promote and maintain harmonious relationships between the Company, the Union and the Employees;
- (b) define wages and conditions of employment;
- (c) provide an amicable method of settling and preventing grievances or differences which may from time to time arise; and
- (d) provide for the carrying on of the Company’s business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of Employees.

ARTICLE 2- DEFINITIONS AND GENERAL

The following definitions shall apply to this Collective Agreement:

- 2.01
- (a) “Casual Employee” means a person who works “on-call” or on an “as-needed basis” but is not regularly scheduled.
 - (b) “Company” means Parkland at the Lakes Limited, carrying on business at Jamieson Hall, Inverness Hall and Harris Hall, 82 Baker Drive, Dartmouth, Nova Scotia.
 - (c) “Employee” means a Full-Time or Part-Time Employee in the Bargaining Unit as described in Article 4.01.
 - (d) “Full-Time Employee” means an Employee in the Bargaining Unit who,
 - (i) if regularly scheduled to work eight (8) hour shifts, would normally average eighty (80) hours scheduled bi-weekly; or
 - (ii) if regularly scheduled for twelve (12) hour shifts, would normally average eighty (80) hours scheduled bi-weekly over a schedule cycle.
 - (e) “Holiday” means the twenty-four (24) hour period commencing at 0001 on a day designated as a Holiday in this Agreement.
 - (f) “Part-Time Employee” means an Employee in the Bargaining Unit who is employed on a regular basis, but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee.
 - (g) “Probationary Period” means the first six hundred forty (640) hours of employment as an Employee in the Bargaining Unit, excluding orientation hours.
 - (h) “Regular Hours Paid” includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence, paid union leave (Article 17.04), but excludes overtime, hours worked as a Casual Employee and any time on Workers’ Compensation.

- (i) "Seniority" means the length of continuous employment dating from the last date of hire within the Bargaining Unit. For those Employees hired prior to March 9, 2012, seniority means the length of continuous employment dating from the most recent date of hire as a Full-Time Employee or a Part-Time Employee with the Company.
- (j) "Spouse" means a legal marriage partner or a live-in partner who has been identified to the Company in writing as the spouse of the Employee and includes a same-sex partner.
- (k) "Temporary Position" is a full-time or part-time position for a designated period in excess of ten (10) weeks but not exceeding one (1) year, subject to extension with the consent of the Union, which consent will not be unreasonably denied. A Temporary Position may be terminated at any time, subject to the provisions of Article 14 - Layoff and Recall. Full-Time and Part-Time Employees who accept a Temporary Position will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the Temporary Position.
- (l) "Union" means the Nova Scotia Government & General Employees Union.
- (m) "Working Day" means Monday to Friday (inclusive), but excluding the general holidays referred to in Article 19 of this Agreement.

2.02 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice versa, as the context requires.

ARTICLE 3- MANAGEMENT RIGHTS

- 3.01 The Union acknowledges and agrees that, subject to the terms of this Agreement, it shall be the exclusive right of the Company to manage the business and the operation in all respects.
- 3.02 The Company agrees that management rights will not be exercised in a manner contrary to the express provisions of this Agreement.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Company recognizes the Union as the exclusive bargaining agent for all Full-Time and Part-Time Employees employed by the Company at Jamieson Hall, Inverness Hall and Harris Hall, 82 Baker Drive, Dartmouth, Nova Scotia but excluding managers, supervisors, coordinators and those persons excluded by paragraphs (a) and (b) of subsection (2) of section 2 of the Trade Union Act.
- 4.02 The provisions of this Agreement may be waived only by written agreement of the parties. No Employee shall be required or permitted to make any written or verbal agreement with the Company, its representatives or supervisors which is contrary to the terms of this Agreement.

- 4.03 Should a new classification be created by the Company within the Bargaining Unit during the term of this Agreement, the Company and the Union shall negotiate the rate of pay. In the event the parties are not able to agree the matter may be referred to arbitration pursuant to this Agreement. Nothing herein prevents the Company from filling such position, assigning a rate of pay and working conditions to the position and having Employees working in such positions during such negotiations.

ARTICLE 5- DISCRIMINATION/HARASSMENT

- 5.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of any ground contained in the Human Rights Act, which include age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity or an Employee's association with another individual or class of individuals having characteristics referred to above.
- 5.02 The Company strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind.
- 5.03 Where an Employee in the Bargaining Unit alleges a violation of this Article 5 – Discrimination/Harassment and/or the Workplace Harassment Policy of the Company by another Employee in the Bargaining Unit, the Company agrees, in any formal complaint, to have a representative of the Union present during all steps of the investigation with the investigator appointed by the Company.
- 5.04 The Company agrees that there will be no discrimination by reason of Union membership or activity.

ARTICLE 6- UNION SECURITY AND DUES DEDUCTION

- 6.01 The Company will deduct from the earnings of each Employee the bi-weekly dues of the Union in accordance with the provisions of the Constitution of the Union. The Union must advise the Company in writing of the amount of regular monthly dues.
- 6.02 (a) All amounts deducted, together with the record of names, addresses, amounts and dates shall be transmitted by the Company to the Union not later than the 15th of the month following the month for which such deductions were made.
- (b) The Company will provide the Union on the 15th day of each month with a list of all new Employees who are within the Bargaining Unit and all such Employees who were included on the previous month and have since:
- (i) left the employment of the Company;
 - (ii) been promoted to a non-Bargaining Unit position;
 - (iii) changed surnames (to the knowledge of the Company) or;
 - (iv) been granted a leave of absence.

- 6.03 For each Employee, the Company shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions by the Employee under this Article.
- 6.04 The Company agrees to deduct dues in arrears when requested in writing by the Union to do so. The Union agrees to make refund to an Employee concerned when there is an over deduction of dues.
- 6.05 The Union shall indemnify and save the Company harmless from any liability arising out of deductions made in accordance with this Article 6.

ARTICLE 7- UNION REPRESENTATION

- 7.01 The Union and the Company agree to share equally the cost of printing sufficient copies of the Collective Agreement for all Employees and the Company.
- 7.02 (a) The Company agrees to acquaint new Employees with the fact that a Collective Agreement is in effect; and
- (b) A Union Steward shall be given an opportunity to meet with new employees for fifteen (15) minutes during the orientation of new staff to the Facility for the purpose of acquainting them of the benefits and duties of Union membership.
- 7.03 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the General Manager (or designate) and the Union (or designate). A copy of any correspondence between the Company and any Employee in the Bargaining Unit pertaining to discipline shall be forwarded to the Union (or designate).
- 7.04 The Company recognizes the right of the Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement. The Union will advise the Company of the names of such representative(s).
- 7.05 An Employee who is designated by the Union shall be allowed a reasonable amount of time, without loss of pay or benefits, to attend meetings with the Company during normal working hours to assist in matters relating to this Agreement. Such representative must request and must obtain permission from her immediate supervisor prior to leaving her work and report back to her supervisor upon her return; such permission shall not be unreasonably withheld.
- 7.06 The Company agrees to allow a representative of the Union access to the premises of the Company, provided the Union first obtains permission from the General Manager (or designate) of the Company; such permission will not be unreasonably withheld. Where possible, any such request to access the premises of the Company will be made by the Union at least twenty-four (24) hours in advance.
- 7.07 Meetings between the Company and the representatives of the Union requested by the Company and/or the Union shall be held, by mutual agreement on the premises of the Company and if the meeting is held during the union representative's normal working hours, she will be paid her basic hourly rate.

- 7.08 The Company shall provide bulletin board space accessible to all Employees upon which the Union may post notices of meetings, workshops and other similar Union information.
- 7.09 Where operational requirements permit, and on reasonable notice, the Company shall grant leave without loss of regular pay for up to three (3) representatives of the bargaining unit for a maximum of three (3) days for the purpose of attending direct contract negotiation meetings with the Company on behalf of the Union. Such permission shall not be unreasonably withheld. Union caucus meetings are not covered by this provision.
- 7.10 Upon hiring or change of status, the Company shall provide the Employee with a letter of appointment indicating the Employee's classification, rate of pay and employment status. The Company shall provide a copy of this letter to the Union.
- 7.11 Upon request by the Employee, the Company shall provide to the Employee her position description outlining the duties and responsibilities assigned. The Company will endeavour to ensure the position descriptions are revised where necessary.

ARTICLE 8- LABOUR MANAGEMENT COMMITTEE

- 8.01 (a) A Labour-Management Committee ("Committee") shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Company.
- (b) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Either party may request additional meetings on two (2) weeks' notice in which case the parties shall schedule a meeting at a mutually agreeable time. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) Working Days prior to the meeting.
- By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
- (c) Employees who attend meetings of the Committee held during their scheduled time off shall be paid straight time rates for time spent at such meetings.
- (d) The Committee shall concern itself with matters of the following general nature:
- (i) identification and resolution of common problems;
 - (ii) the facilitation of communications between the Union and the Company; and
 - (iii) development of viable solutions to identified problems and the recommending of proposed solutions to problems or issues.

The Committee shall not have jurisdiction over salaries or any matter of collective bargaining. The Committee may make recommendations to the Company and the Union with respect to its discussions and conclusions but cannot bind either

the Company or the Union or its Members to any decision or conclusions reached.

- (e) Minutes shall be prepared and signed by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting and a copy of such minutes provided to the Union.

ARTICLE 9- GRIEVANCE PROCEDURE

9.01 Informal Dispute Resolution – Should a difference or dispute arising out of the interpretation, application or administration of this Agreement arise during the term of this Collective Agreement, such dispute will be resolved in the following manner:

- (a) An Employee shall first discuss the matter with the Employee's immediate Supervisor (or designate) no later than ten (10) Working Days after the date on which the Employee became aware of the action or circumstances. The Employee may have a Union representative present if so desired; and
- (b) The Supervisor (or designate) shall provide a response in writing within ten (10) Working Days of the discussions unless the Union agrees to extend this time limit.

9.02 Union Approval – Where the grievance relates to the interpretation or application of this Agreement, an Employee is not entitled to present a grievance unless the Employee has the approval in writing of the Union, or is represented by the Union.

9.03 Discharge – Where an Employee alleges that the Employee has been discharged contrary to Article 11, the Employee may initiate a grievance at Step 2 of the Grievance Procedure.

9.04 Grievance Procedure

STEP 1 – If the Employee or the Union is not satisfied with the decision of the Supervisor (or designate), the Employee may, within ten (10) Working Days of receiving the decision of the Supervisor (or designate), present the grievance in writing to the General Manager (or designate). The General Manager (or designate) shall give a decision within ten (10) Working Days.

STEP 2 – If the decision of the General Manager (or designate) is not acceptable to the Union, the Employee may, within ten (10) Working Days of receiving the response, refer the grievance to the Vice President – Retirement Living (or designate). The Vice President – Retirement Living (or designate) shall respond in writing to the grievance within a period of fifteen (15) Working Days.

If the decision of the Vice President – Retirement Living (or designate) is not acceptable to the Union, the grievance may be referred to arbitration pursuant to the provisions of the Trade Union Act and this Agreement by the Union giving notice to the Company no later than thirty (30) Working Days after the receipt of the reply at Step 2.

9.05 Right to Union Representation – At any meeting that may occur during the grievance procedure, the Employee shall have the right to have a Union representative present.

- 9.06 Policy Grievance – A policy grievance is one where either party to this Agreement disputes the general application, interpretation or administration of this Agreement. A policy grievance shall be initiated at Step 1 of the Grievance Procedure within twenty-five (25) Working Days after the circumstances giving rise to the grievance occurred or have come to the attention of the applicable party.
- 9.07 Company Grievance – The Company may institute a grievance by delivering, no later than ten (10) Working Days after the date on which the Company became aware of the action or circumstances, a written grievance to the President of the Union (or designate) and the President of the Union shall answer such grievance within fifteen (15) Working Days. If the answer is not acceptable to the Company, the Company may, within thirty (30) Working Days from the date the President of the Union gives her answer, refer the dispute to arbitration by giving a written notice to the Union.
- 9.08 Company to Inform Union – The Company shall advise the Union of the names of the persons designated as the Company representatives for each step of the Grievance Procedure or the informal dispute resolution provided for in Article 9.01.
- 9.09 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits under the grievance procedure.

ARTICLE 10- ARBITRATION HEARING PROCEDURE

- 10.01 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Company shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) Working Days, either party may request that the Minister of Labour appoint the arbitrator.
- 10.02 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.
- 10.03 Arbitration awards shall be final and binding upon the parties and the Employees. An arbitrator may not alter, modify or amend any part of this Agreement but shall have the power to modify or set aside any penalty of discharge, suspension or discipline imposed by the Company on an Employee.
- 10.04 Mediation may be used as an additional or an alternative process to arbitration with the mutual agreement of the Union and the Company.

ARTICLE 11- DISCIPLINE AND DISCHARGE

- 11.01 No Employee who has successfully completed her Probationary Period shall be disciplined or discharged without just cause.
- 11.02 A representative of the Union shall be present when an Employee is being disciplined with a written warning or more serious discipline. Where an Employee is being verbally disciplined with a written record to be placed in the Employee's file, a representative of the Union shall be present if requested by the Employee.
- 11.03 Employees shall be notified in writing of the reasons for any discipline, suspension or discharge with a copy to the Union on the same day or the next Working Day.

11.04 Except for discipline relating to residents, the disciplinary record of an Employee shall not be used against her at any time after twenty-four (24) months following the suspension or disciplinary action provided that there have been no other suspensions or disciplinary actions during that twenty-four (24) month period.

ARTICLE 12- PROBATIONARY PERIOD/RESIGNATION

- 12.01 (a) The first six hundred forty (640) Regular Hours Paid as an Employee in the Bargaining Unit shall be considered as the Probationary Period. The Company shall endeavour to conduct an appraisal of the Employee at approximately the midpoint of the Probationary Period and at the completion of the Probationary Period. The Probationary Period may be extended by mutual agreement between the Company and the Union.
- (b) The employment of a probationary Employee may be terminated at any time during the Probationary Period. An Arbitrator's jurisdiction in any grievance relating to the termination of a probationary Employee shall be restricted to a determination of whether the Company's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) The Union may request a meeting to review the performance record of the Employee at any time during the Probationary Period.
- (d) The Company shall notify the Union when a probationary Employee is terminated.
- 12.02 (a) If an Employee desires to terminate employment, the Employee shall forward a letter of resignation to the Company not less than two (2) weeks prior to the effective date of termination provided, however, the Company may accept a shorter period of notice.
- (b) Receipt of letters of resignation shall be acknowledged by the Company in writing.

ARTICLE 13- SENIORITY

- 13.01 Seniority shall operate on a bargaining unit wide basis.
- 13.02 (a) A seniority list shall be prepared and posted within 30 days of the signing of this collective agreement, and updated every year thereafter, with a copy sent to the Union;
- (b) In the event that more than one (1) Employee commences work on the same date and at the same hour, all such Employees will have their seniority determined by a draw in the presence of a representative of both the Union and the Company. The results of such draw are to be acknowledged in writing and signed off by the Employee.

13.03 Loss of Seniority

Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

- (a) If an Employee is discharged, and such discharge is not reversed under the grievance or arbitration procedure;
- (b) If an Employee voluntarily resigns;
- (c) If after receiving notice of recall from a layoff, the Employee has failed to notify the Company as to whether or not she will accept the recall within seven (7) calendar days;
- (d) If an Employee transfers out of the bargaining unit for more than six (6) months;
- (e) If an Employee is laid off for twelve (12) consecutive months; or
- (f) If an Employee retires.

ARTICLE 14- LAYOFF AND RECALL

14.01 In the event of a layoff, the following procedures shall be implemented:

- (a) Layoffs will be done by classification;
- (b) Part-Time Employees shall not be permitted to displace Full-Time Employees;
- (c) Where, as part of a layoff, a position is to be eliminated in a particular classification, the Employee in the position initially affected shall be given the option of choosing among one of the following:
 - (i) the Employee may choose to accept a layoff, retaining all rights of recall under this Agreement;
 - (ii) the Employee may choose to fill an available vacancy provided the Employee has the immediate skill and ability to effectively perform the work required;
 - (iii) the Employee may choose to displace the least senior Employee within their classification, hours of work and shift assignment; or
 - (iv) the Employee may choose to displace the least senior Employee in any classification for which the Employee has the immediate skill and ability to effectively perform the required work provided the Employee is more senior than the Employee being displaced.
- (d) An Employee displaced as per (c)(iii) and (c)(iv) shall be given the option of choosing among one of the following:
 - (i) the Employee may choose to accept a layoff, retaining all rights of recall under this Agreement;

- (ii) the Employee may choose to fill an available vacancy provided the Employee has the immediate skill and ability to effectively perform the work required;
 - (iii) the Employee may choose to displace the least senior Employee within their classification; and
 - (iv) the Employee may choose to displace the least senior Employee in any classification for which the Employee has the immediate skill and ability to effectively perform the required work provided the Employee is more senior than the Employee being displaced.
- (e) The options as outlined in paragraphs (c) and (d) above shall be offered to affected Employees by seniority in accordance with the following: first, to any affected Full-Time Employees and second, to any affected Part-Time Employees.
 - (f) Employees displaced as a result of the procedure outlined in paragraphs (c) and (d) shall be laid off but shall retain rights of recall.
 - (g) Rights of recall for any Employee laid off pursuant to this Article shall include the right to be recalled to any temporary or permanent vacancies (including any arising in the work area from which the Employee was laid off) which arise, which are in their former classification or classification for which the Employee has the immediate skill and ability to effectively perform the required work and which are for hours equal to or less than in the position held by the Employee prior to the layoff.

No new Employee shall be hired to a classification until those laid off in that classification have been given the opportunity of recall, subject to the qualifications and abilities of those on layoff to immediately effectively perform the available work.

- (h) The Company agrees to maintain a recall list. Employees shall remain on the recall list for a period of twelve (12) months from the date of layoff. Employees are responsible for providing their current address and telephone number(s) with the Company. Employees will be recalled in reverse order of layoff. Employees are expected to return to work on the date requested by the Company. The Employee may, if her personal circumstances require, extend her date for a return to work for a maximum of fourteen (14) calendar days.
- (i) (i) The Company will consult with the Union regarding ways to minimize the adverse effect on the Employee(s) to be laid off. The Company may consider additional options presented by the Union.
 - (ii) The Company shall provide forty-eight (48) hours for each displaced Employee to consider the displacement options and to notify the Company in writing of her choice;

- (iii) Twenty-one (21) days written notice of layoff shall be given to an affected Employee except layoff which results from labour disputes or emergencies beyond the control of the Company at which time as much notice as possible will be given.

14.02 Non bargaining unit employees will not perform jobs in the bargaining unit if that causes Employees to be laid off or have their hours of work reduced.

ARTICLE 15- JOB POSTING

15.01 Where a new full-time position is created within the Bargaining Unit or a full-time vacancy occurs within a job classification which the Company intends to fill the Company shall post a notice on a designated bulletin board for a minimum of seven (7) days.

15.02 Each posting shall include the classification of the position, whether the position is permanent or temporary, and, the expected duration.

15.03 The use of Casual Employees will not limit the number of positions in the Bargaining Unit.

15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are relatively equal in their demonstrated ability, skills and qualifications to perform the required duties of the position. The Company shall, within seven (7) days of the posting coming down, choose the successful candidate and the Employee selected shall assume the position as soon as reasonably possible.

15.05 No applications received from persons outside the bargaining unit shall be considered until the applications of present Employees have been fully considered.

15.06 If an Employee is not successful in an application for a position, the Company will meet with the Employee, on request, and explain the reason(s) why the Employee was not successful.

15.07 If a part-time position becomes available, the Company will offer the position to the most senior Employee in that job classification.

15.08 Should the successful candidate be an existing Employee, she shall be placed on a trial period for two hundred and forty (240) Regular Paid Hours in her new position. If the Company determines that she is unsatisfactory in her new position, or if the Employee wishes to be returned to her former position, prior to the expiry of the trial period, the Employee shall be returned to her former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her former or equivalent position and salary. Employees shall not lose seniority as a result of this provision.

15.09 (a) Where an Employee accepts a permanent position with the Company outside of the bargaining unit, the provisions of Article 15.08 shall apply;

- (b) The Company may, with the Employee's consent, appoint an Employee to a non-bargaining unit position for a temporary period of twelve (12) months or less which may be extended by mutual agreement. At the end of the period, the Employee shall be returned to her former position with no loss of seniority and at the current wage for the Employee's job classification;
- (c) While in the position outside the bargaining unit, the Employee shall not pay union dues nor shall the Union have the duty to represent the Employee in any matter arising out of her position outside the bargaining unit; and
- (d) Should an Employee apply for another bargaining unit position while on approved leave from her position, the Employee shall be considered an internal applicant.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 (a) The hours of work for a Full-Time Employee will normally average eighty (80) hours scheduled bi-weekly for Employees working eight (8) hour scheduled shifts and would normally average eighty (80) hours scheduled bi-weekly over a schedule cycle for Employees scheduled twelve (12) hour shifts.
- (b) Nothing in this Article 16 shall be construed as a guarantee by the Company to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.
- 16.02 (a) The Company will post at least two (2) weeks in advance a schedule of working hours for all Full-Time Employees and Part-Time Employees. The schedule will normally cover a minimum of six (6) weeks. Before schedules are drawn up, an Employee requesting specific days off shall submit in writing a request for such days off. The Union (or designate) shall be permitted to review the work schedules at any reasonable time and make a copy thereof.
- (b) The Company will endeavour to provide a minimum of twenty-four (24) hours notice to an Employee when hours of work as posted have to be changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift is changed or the calendar date of a shift is changed.
- (c) Except where the change is by mutual agreement between the Employee and the Company, if the schedule is changed by the Company without the minimum twenty-four (24) hours notice prior to the start of the original shift, the Employee shall be compensated at the overtime rate for each hour worked.
- (d) The Company recognizes that Full-Time Employees want and deserve as much as regularity and predictability in their hours of work as possible. The Company will continue to work towards that end. The Union recognizes that scheduling issues exist and will continue to exist. The Company agrees that there will be no arbitrary or unreasonable changes in shifts.
- (e) Shift rotations will be part of the schedule in accordance with Article 16.02(e).

- (f) When any major change is being considered by the Company in the shift schedule, the Company agrees that there will be prior consultation with the Union and the Company will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Company.

16.03 The following breaks will occur during each shift of 8 hours or more, but less than 12 hours:

- (a) an unpaid meal break of 30 minutes; and
- (b) 2 paid breaks of 15 minutes each.

Where necessary for operational requirements, and following consultation with the Employees affected, these breaks may be taken as two (2) thirty (30) minute breaks or one (1) sixty (60) minute break.

16.04 The following breaks will occur during each shift of 12 hours or more:

- (a) an unpaid meal break of 45 minutes; and
- (b) 3 paid breaks of 15 minutes each.

Where necessary for operational requirements, and following consultation with the Employees affected, these breaks may be taken as two (2) thirty (30) minute meal breaks and two (2) fifteen (15) minute breaks.

16.05 For Employees working scheduled shifts exceeding four (4) hours but less than eight (8) hours, there will be one (1) paid break of fifteen (15) minutes and one (1) unpaid break of fifteen (15) minutes.

16.06 For Employees working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.

- 16.07 (a) Full-Time Employees will be paid an overtime rate of time and one-half (1½) the Employee's basic hourly rate for all hours worked in excess of their scheduled shifts; and
- (b) Part-Time Employees will be paid an overtime rate of time and one-half (1½) the Employee's basic hourly rate for all hours worked in excess of 11.25 hours on any day or 78.5 paid Hours Worked in bi-weekly period.
- (c) Where, upon request of the Employee, and with the approval of the Company, overtime earned during the pay period may be granted in the form of time off in lieu of pay.
- (d) Time off in lieu of pay granted pursuant to Article 16.07(c) shall be scheduled to be taken at a mutually agreeable time. All accumulated time in lieu banked shall be paid out on a quarterly basis. An Employee may only accumulate a maximum of five (5) days of time off in lieu of pay.

- 16.08 Hours worked for the purpose of overtime entitlement do not include paid sick time, vacation, or Worker's Compensation hours.
- 16.09 A Full-Time Employee who is required by the Company to work on her scheduled day off will be paid at the rate of time and one-half for the hours worked.
- 16.10 An Employee shall be permitted to exchange a shift with another Employee in the same classification, subject to the following:
- (a) The Employees exchanging shifts shall give written notification to their immediate Supervisor (or designate) within twenty-four (24) hours, and must receive the consent of their immediate Supervisor (or designate), such consent not to be unreasonably withheld;
 - (b) There shall be no increased cost to the Company; for example, no shift exchange can be made if any Employee would receive overtime because of the exchange unless the Employee, the Union and the Company mutually agree that overtime will not apply; and
 - (c) The shifts exchanged shall be during the same pay period.
- 16.11 (a) The Company shall grant Full-Time Employees one (1) weekend off in a two (2) week period; and
- (b) The Company shall grant Part-Time Employees one (1) weekend off in a three (3) week period.

It is agreed that (a) and (b) do not apply where there is a new shift schedule determined in accordance with Article 16.02(e).

Article 16.11(a) and (b) does not preclude shift arrangements or the assignment of additional shifts as requested by the Employee or as mutually agreed.

- 16.12 The Company will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.
- 16.13 (a) All overtime must be authorized or requested by the Company or a representative of the Company.
- (b) When extra shifts or hours of work are available to be assigned within a classification, such extra shifts or hours of work will first be offered to Part-Time Employees in the classification in order of seniority, then to Casual Employees and then to Full-Time Employees in order of seniority provided that by following the provisions of this Article, no overtime is incurred.
- 16.14 The Company will distribute overtime as equitably as possible among qualified Employees in the classification who are willing to work overtime.
- 16.15 (a) When a Full-Time Employee is recalled to work outside her scheduled working hours, she shall be paid for not less than four (4) hours;

- (b) Part-Time Employees shall be paid at straight time for the hours worked when posted except for when she is called to work outside her scheduled working hours when she shall be paid for not less than four (4) hours.

16.16 The Company will endeavour to:

- (a) For Employees working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For Employees working twelve (12) hour shifts, not schedule more than four (4) consecutive days.

16.17 If an Employee works four (4) hours or more beyond her regularly scheduled shift, a meal will be provided by the Company. If a meal cannot be provided by the Company, the Employee shall be reimbursed for the cost of a meal not to exceed ten (10) dollars upon presentation of a receipt.

16.18 Where operational requirements prevent an Employee from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Employee shall be paid her current rate for her one-half (1/2) hour or forty-five (45) minutes lunch period provided she notifies the Company prior to or at the end of her shift and shall not be entitled to overtime pursuant to this Agreement under these circumstances.

ARTICLE 17- LEAVES OF ABSENCE

17.01 Bereavement Leave

- (a) In the event of the death of an immediate family member, being the Employee's:
 - (i) spouse (which includes common law spouse);
 - (ii) parent;
 - (iii) child;
 - (iv) step-child;
 - (v) step-parent;
 - (vi) brother;
 - (vii) sister;
 - (viii) grandchild;
 - (ix) grandparent; or
 - (x) legal guardian;

an Employee who has completed her Probationary Period will be granted up to five (5) consecutive days off with pay at the Employee's basic hourly rate, subject to a maximum of thirty-seven and one half (37.5) hours of paid bereavement leave on any one death. If the Employee is on vacation at the time of the death of such immediate family member, up to five (5) days with pay at the Employee's basic hourly rate (subject to a maximum of seven and one-half (7.5) hours per day) will be added to the Employee's vacation entitlement. The leave shall start no later than midnight following the death.

- (b) In the event of the death of a non-immediate family member, being the Employee's:
 - (i) aunt or uncle;
 - (ii) niece or nephew;
 - (iii) son-in-law;
 - (iv) daughter-in-law;
 - (v) brother-in-law;
 - (vi) sister-in-law;
 - (vii) mother-in-law; or
 - (viii) father-in-law;

an Employee who has completed her Probationary Period will be granted two (2) days off with pay at the Employee's basic hourly rate, subject to a maximum of fifteen (15) hours of paid bereavement leave on any one death. If the Employee is on vacation at the time of the death of such non- immediate family member, two (2) days with pay at the Employee's basic hourly rate (subject to a maximum of seven and one-half (7.5) hours per day) will be added to the Employee's vacation entitlement.

- (c) In the event of the death of a non-family member, an Employee must seek authorization from the General Manager to be absent to attend the funeral and the leave will be taken as an unpaid leave of absence or the Employee may use time from her accumulated vacation or holiday bank.

17.02 Personal Leave

- (a) Subject to operational requirements, the Company may grant a leave of absence without pay for personal reasons to a maximum of twelve (12) months. Requests for such personal leave shall include the reason for the leave, the date of commencement and the proposed date of return from the leave.
- (b) The decision whether to grant the request for leave shall be in the sole discretion of the Company acting reasonably;

- (c) Personal leaves will not be granted for the purpose of maintaining other employment;
- (d) Company benefit coverage will not be continued for any period of personal leave; provided, however, that the Employee may maintain benefit coverage for the period of personal leave by prepaying to the Company the full costs of the benefits for the period of the leave; and
- (e) Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

17.03 Court Leave

- (a) Leave of absence with pay shall be given to an Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee excluding payment for travelling, meals or other expenses for any scheduled day of work for such jury duty will be paid over to the Company provided that the Employee receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the Company for each scheduled day of work when an Employee is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the Employee excluding payment for travelling, meals or other expenses for any scheduled day of work for such appearance will be paid over to the Company provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding;
- (c) Leave of absence with pay shall be granted to an Employee for each scheduled day off work when an Employee is required to be a witness before an arbitrator with respect to a matter submitted to arbitration in accordance with Article 10 of this Agreement; and
- (d) An Employee shall notify the Company as soon as possible when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

17.04 Union Business Leave

- (a) On request of the Union, leave without pay may be granted to Union representatives to attend to Union business, conventions, conferences for education programs and committees. Approval is to be determined by the Company and shall not be unreasonably denied.

- (b) Where requested by the Union in writing, the Company shall continue to pay the gross pay and benefits of any Employee who is granted leave under Article 17.04 and shall bill the Union an amount equal to the Employee's gross salary and the Company's costs of benefits for the period of such leave. The Union shall pay the bill within a reasonable period of time.

17.05 Leave of Absence for the Full-Time President of the NSGEU

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

- (a) An Employee who declares his/her intention to offer for the position of president of the Union shall notify the Company as soon as possible after declaring his/her intention to seek the office of president.
- (b) An Employee elected or appointed as president of the Union shall be given leave of absence without pay for the term(s) s/he is to serve.
- (c) A leave of absence for the second (d) and subsequent consecutive term(s) shall be granted in accordance with paragraphs (a) and (b).
- (d) For the purposes of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, but the Union shall provide the Company with one month's notice of the date of commencement of the leave.
- (e) Upon the expiration of her/his term(s) of office, the Employee shall be reinstated to the same or equivalent position s/he held immediately prior to the commencement of leave, with no loss of benefits accrued to the commencement of the leave (subject to Article 17.05(g)), no loss of Seniority accrued to the commencement of the leave.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the office of president shall be paid out to the Employee at the time s/he commences his/her leave.
- (g) Subject to the approval of the plan carrier, the Employee's group insurance benefits may continue in effect while the Employee is serving as president and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Company. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of the Article only to be the salary s/he was earning at the time her/his leave commenced. The Employee is subject to all changes in benefits (if any) that occur during his/her leave that affect all Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.

- (h) Subject to the approval of the pension plan and plan requirements, the Employee may continue to qualify for pension plan contributions during her/his leave, but the Union and/or the Employee shall be solely responsible for the Company's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of pension contributions, notwithstanding any salary paid to the Employee by the Union, the Employee's pension contributions shall be limited to the amount of contributions made by the Employee and Company for the position held by the Employee at the time her/his leave for president commenced.
- (i) Notwithstanding paragraphs (b) and (c), but subject to paragraph (g) and (h), the gross salary of the president shall be determined by the Union, and paid to the president by the Company, and the amount of the gross salary shall be reimbursed to the Company by the Union.
- (j) Subject to paragraphs (g) and (h), the Union shall reimburse to the Company the Company'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 the leave of absence. The Union shall notify the Company of the income tax to deduct from the president's salary and shall indemnify the Company for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 17.05.

17.06 Pregnancy Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks upon giving the Company notice as per Article 17.06(d). The Company may prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (b) Pregnancy leave shall begin on such date as the Employee determines but not sooner than sixteen (16) weeks preceding the expected date of delivery or later than the date of delivery.
- (c) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery nor sooner than one (1) week after the date of delivery.
- (d) A pregnant Employee shall provide the Company with at least four (4) weeks' notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the Employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) by changing the date in the notice to a later date if the notice is amended at least two (2) weeks before the original date

- (e) Where notice is required under Article 17.06(d) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Company as much notice as reasonably practicable of a commencement of her leave or return to work.

17.07 Parental & Adoption Leave

Parental and Adoption Leave shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave;
 - (i) shall begin immediately upon completion of the pregnancy/birth leave, without the Employee's returning to work; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Employee subject to the Employee's giving four (4) weeks' notice of the date upon which the leave will end. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the Employee is entitled exceed fifty-two (52) weeks.
- (b) The parental leave for an Employee who becomes a parent of one of more children through the birth of the child or children, other than a parent for whom provisions are made in Article 17.06(a);
 - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to thirty-five (35) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
 - (ii) shall end not later than thirty-five (35) weeks after the leave began.

17.08 Rights of Employees on Pregnancy or Parental/ Adoption Leave

- (a) If an Employee is entitled to parental/ adoption or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work for the unused portion of leave until the child is discharged from the hospital, upon giving the Company reasonable notice.
- (b) When an Employee reports for work upon the expiration of the period referred to in Articles 17.06 or 17.07 she shall resume work with the same designation she held prior to the commencement of the leave, with no loss of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental/adoption leave, an Employee shall continue to accrue and accumulate seniority credits for the duration of the leave and her service and seniority shall be deemed to be continuous.

17.09 Leave for Birth of Child

On the occasion of the birth of his child, an Employee shall be granted special leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and granted on separate days.

17.10 Leave for Adoption of Child

An Employee shall be granted one (1) day's leave with pay for the purpose of the adoption of the child by the Employee, or the Employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

17.11 Compassionate Care Leave

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the *Nova Scotia Labour Standards Code* R.S.N.S. 1989, c. 246, as amended (available from the Company on request).

17.12 Sick Leave

- (a) Only Full-Time, Regular Part-Time and probationary Employees can accumulate paid sick time credits and only Full-Time and Part-Time Employees can use sick leave credits.
- (b) Paid sick leave credits will accumulate at the rate of 0.045977 hours per actual hours worked, not including sick time.
- (c) The maximum allowable accumulation will be 250 hours.
- (d) If requested by the Company, an Employee claiming entitlement to sick leave must produce a medical certificate after two (2) days absence with the cost of such medical certificate to be paid by the Company.

- (e) The Company reserves the right to require any Employee claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the Employee shall have no claim for pay in respect to such absence. Proof of illness, if required, shall be asked for before or during the illness.
- (f) Employees who are off work and insured by Workers Compensation Benefits must keep the Company aware of their progress/change and condition.
- (g) Payment for time lost due to workers' compensation injury will be made according to the *Workers' Compensation Act* (Nova Scotia). Workers' Compensation cheques will be made payable directly to the Employee;
- (h) Injury on Duty – Workers' Compensation
 - (i) Where an Employee asks the Company in writing at the time of a Workers' Compensation claim to pay her a supplement amount from the accumulated sick leave credits of the Employee, the Company shall pay an Employee Workers' Compensation payment supplement to the Employee to the extent of the pre – injury bi-weekly pay of the Employee while maximizing the amount payable from Worker's Compensation. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of Workers' Compensation benefits with the exception of increments and pay increases. When this Company supplement is being paid, the Company shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation benefits payment; and
 - (ii) Where an Employee is being compensated under the *Workers' Compensation Act* the Employee shall continue to accrue up to one (1) year's maximum vacation credits.
- (i) Sick Leave While Waiting for Workers' Compensation Benefits
 - (i) An illness or injury for which Workers' Compensation benefits are payable shall not be deemed to be sick leave except for the supplement as provided in Article 17.12(h)(i);
 - (ii) A Full-time or Part-time Employee who is unable to attend work for greater than one (1) pay period due to workplace illness or injury and who is awaiting approval of their claim for Workers' Compensation benefits may have the Company provide payment equivalent to the benefits she would earn under the *Workers' Compensation Act* providing the Employee is able to establish, satisfactory to the Company that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits; and

- (iii) In such case the Employee must provide a written undertaking to the Company and the required notification to Workers' Compensation that the initial payment(s) from Workers' Compensation is to be provided directly to the Company on behalf of the Employee, up to the level of the payment advanced by the Company.

- (j) Employees on long-term leave of absence for illness shall be permitted up to twenty-four (24) months in which they may return to their former position, but an Employee shall give at least two (2) weeks notice of their intention to return to work. The period of illness shall commence with the first day of illness. In the event the illness exceeds twenty-four (24) months, the period in which the Employee may return to work may be extended by mutual agreement. When an Employee has been on leave for a period in excess of six (6) months, the Employee may be required to attend a one (1) day period of orientation with pay upon return to work. Any return to work from long-term leave of absence shall be subject to the following:
 - (i) prior to the Employee's return to work, satisfactory medical documentation must be provided by the physician of the Employee to the Company. Such information is to be adequate for the Company to make a determination as to the ability of the Employee to return to full duties; and
 - (ii) once an Employee is cleared to return to work by the Company after being on long-term leave of absence for illness, the Employee will have the right to return to the position equivalent to the Employee's former position within two (2) weeks from the clearance date. The Employee may return at an earlier or later date if mutually agreeable.

- (k) Provided an Employee has sufficient sick leave credits, an Employee may be permitted to use such sick leave credits for urgent matters of a personal nature subject to the following:
 - (i) the Employee has given as much as advance notice as is reasonably possible to the Company;
 - (ii) the Employee has made all reasonable efforts to accommodate the absence through an exchange of shifts with another Employee; and
 - (iii) the Company is able to make arrangements, where required, to have another Employee cover the requested period of absence.

The decision whether to grant the request for leave shall be in the sole discretion of the Company, acting reasonably.

- (l)
 - (i) An Employee shall not be required to provide her Supervisor/Manager specific information regarding the nature of her illness or injury during a period of absence. However, the Company may require the Employee to provide such information to persons responsible for occupational health.

- (ii) Persons responsible for occupational health for the Company shall not release any information to the Supervisor/Manager of an Employee except the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work and whether the illness or injury is bona fide.
- (iii) The Company shall store health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health for the Company.

17.13 Education Leave

- (a) The Company may grant unpaid education leave for varying periods for training which will enable the Employee to undertake studies in some fields in which training is needed in order to provide a service which the Company requires or is planning to provide.
- (b) The Company, Union and the Employees recognize the importance of continuous learning, and to that end, education programs shall be identified by the Company in consultation with Employees and the Employees will make every reasonable attempt to participate in such programs. The Company will arrange for the presentation of the programs in such a way as to maximize availability to the Employees and minimize cost and disruption to the Employees and the Company.
- (c) An Employee may at the sole discretion of the Company be granted a leave of absence without pay for the purpose of taking continuing education or such education as required in order to maintain the Employee's professional status and where such education cannot be taken outside normal working hours, such permission shall not be unreasonably withheld.
- (d) An Employee is responsible on her own time to attain and maintain any required qualifications for the positions(s) held by the Employee. Any additional training required by the Company and conducted at a site designated by the Company shall be considered time worked provided that the Employee shall not be entitled to overtime under such circumstances.

17.14 Public Office Leave

- (a) The Company shall grant a leave of absence without pay upon the request of any Full-Time or Part-Time Employee to run as a candidate in a Federal, Provincial or Municipal election. If such Full-Time or Part-Time Employee withdraws as a candidate or is an unsuccessful candidate, she is entitled to return to her former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the Company of her intent to return unless mutually agreed to a shorter notice period;
- (b) A Full-Time or Part-Time Employee who is elected to full-time office in the Federal, Provincial or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years; and

- (c) Upon return such Employee will be placed in a position determined in accordance with the needs of the Company at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence. The Employee shall continue to accrue seniority during the leave of absence subject to Article 13.02(e).

ARTICLE 18- VACATION

18.01 Annual vacations are earned based upon Regular Hours Paid.

18.02 An Employee shall accumulate annual vacation leave as follows:

- (a) During the first 3,915 Regular Hours Paid, as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 26 Regular Hours Paid (up to 75 hours per year);
- (b) After 3915 Regular Hours Paid up to 5,872.5 hours worked as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 21.67 Regular Hours Paid (up to 90 hours per year); and
- (c) After 5,872.5 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 17.3 Regular Hours Paid (up to 112.5 hours per year).

18.03 An Employee can accumulate up to the annual entitlement plus 37.5 hours. If an Employee's vacation bank is in excess of 37.5 hours above entitlement, then the Employee's vacation will be scheduled by the Company within a mutually acceptable time within a ninety (90) day period.

18.04 The Company shall post a vacation request schedule by February 1st of each year. Employees shall select their respective vacation period by March 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which shall be the determining factor in granting vacation requests. Employees who have not indicated their preference by March 1st shall be not permitted to displace junior Employees who have made their selection in accordance with time frames outlined in this Article. The Company shall post no later than April 1st a finalized list upon which the Employee's vacation date shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Company and the Union.

18.05 Vacation requests received outside the above deadline shall be granted on a first come, first serve basis, unless requests from two or more Employees are made on the same day for the same vacation period, in which case seniority shall be used to resolve the conflict. If the Company is unable to grant the request, the Company shall notify the Employee.

- 18.06 Employees will be given an opportunity to self schedule for the summer/Christmas period. The Company will provide the Employees with the parameters and guidelines required for scheduling prior to the self scheduling process. If an agreement cannot be reached then incidents of conflict will be resolved by preference given to the senior Employee and in accordance with article 18.04 and 18.05.
- 18.07 Upon termination of employment, an Employee's vacation entitled during the year will be calculated based on the appropriate earnings percentage for the hours worked and paid out on the final paycheck.
- 18.08 Recall from Vacation – The Company will make every reasonable effort not to recall an Employee to duty after she has proceeded on vacation leave or to cancel vacation leave once it has been approved.
- 18.09 Reinstatement of Vacation upon Recall – The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further, the Employee shall be permitted to reschedule her vacation leave at a time mutually agreed by the Employee and Company.
- 18.10 An Employee hospitalized or sick at home for four (4) consecutive days or more during her vacation period will qualify for use of sick leave credits upon presentation of a Doctor's Certificate, providing the Company is notified during the illness. The portion of her vacation while the Employee was hospitalized or sick shall be rescheduled later.

ARTICLE 19- HOLIDAYS

19.01 Paid holidays are:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) July 1st
- (f) First Monday in August
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day.

19.02 To be eligible for holiday pay under this Article, an Employee must work her scheduled shift immediately preceding and immediately following the holiday.

- 19.03 (a) Full-Time Employees will receive seven and one-half (7.5) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 19.02.
- (b) Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 19.02. The calculation for prorating will be based on her hours worked in the previous thirty (30) days.
- 19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the Company shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) her regular rate of pay and grant her seven and one-half (7.5) hours off with pay subject to paragraph (c) of this Article 19.04. The time off must be mutually agreed upon between the Company and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit;
- (b) When a Part-Time Employee is required to work on any of the paid holidays, the Company shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) her regular rate of pay. Based on the pro rata formula in Article 19.03(b) the Part-Time Employee shall also be granted time off with pay at a time mutually agreed upon between the Company and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit; and
- (c) If mutual agreement on time off with pay cannot be reached, an Employee shall be paid out holiday pay for the holiday or have the holiday placed in his or her bank at the request of the Employee. Any holiday bank remaining at the end of the calendar year will be paid out no later than the second pay in January.
- 19.05 The Company shall endeavour to scheduled each Employee with either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

ARTICLE 20- WAGES

- 20.01 Employees shall be paid the rate of pay set out in the salary scale attached to this Agreement as Schedule "A" which shall be part of this Agreement. Wages shall be paid bi-weekly.
- 20.02 (a) Full-Time and Part-Time Employees shall advance to the next increment on the wage scale after working in the position for the period outlined on the wage scale; and
- (b) Progression in the wage scale is based on Regular Paid Hours in the classification listed in Schedule "A" with the Company, provided however, on hiring in the classification, an Employee may, at the discretion of the Company, be given credit for previous experience in the classification prior to employment with the Company.
- 20.03 (a) Payment of wages will be on a biweekly basis and is on a direct deposit system. The pay period is two weeks; and

- (b) If an Employee has a shortfall in her pay of more than four (4) hours' pay, the Company shall pay the shortfall to the Employee within two (2) business days of being notified by the Employee.

20.04 Temporary Assignment

Where an Employee is assigned temporarily to perform work in a classification paying a lower rate than her own, she shall be paid her classification rate. If an Employee is assigned to perform work in a higher classification, she shall receive the rate for the higher classification. This Article does not apply to Employees who chose to work in a classification with a lower rate of pay.

20.05 Client Services Assistant

A Client Services Assistant (who has received the required training), who is required to give medications to residents shall be paid a premium of \$1.00 per hour for each hour so worked.

ARTICLE 21- BENEFITS

21.01 Employees shall participate in the benefit plans currently made available by the Company, in accordance with the terms and conditions of those plans. The terms and conditions include, but are not limited, to, the following eligibility:

- (a) The Employee must have completed her Probationary Period; and
- (b) The Employee must be regularly scheduled a minimum of thirty-two (32) hours bi-weekly.

21.02 Monthly costs of these premiums fluctuate from time to time depending upon, (among other things), market availability and group experience. These premiums will be paid as follows:

- (a) Extended health coverage, including prescription drugs - 50% of the cost paid by each of the Company and the Employee;
- (b) Life insurance - 100% of the cost paid by the Company; and
- (c) Accidental death and dismemberment - 100% of the cost paid by the Company.

ARTICLE 22- RETIREMENT SAVINGS PLAN

22.01 The Company will make available to Employees following completion of their Probationary Period, access to a Registered Retirement Savings Plan (currently provided through Manulife) and the Company will match contributions by Employees up to a maximum of five percent (5%) of each Employees' gross earnings.

- 22.02 Full-Time Employees and Part-Time Employees are eligible to participate in the said Registered Retirement Savings Plan provided that they have completed their Probationary Period and are regularly scheduled to work the minimum hours required by the Administrator of the said Plan. A representative of the Company will, at the request of an Employee, meet with an Employee to complete the necessary enrolment forms.
- 22.03 If permitted by the said Plan and subject to other provisions of this Agreement, when an Employee commences an unpaid leave of absence or layoff an Employee may elect to continue contributions to the said Plan; however there will be no Company matching contributions during the period of the unpaid leave or layoff.

ARTICLE 23- STAFF HEALTH & SAFETY

- 23.01 The Company, the Employees and the Union will comply with and abide by the provisions of the Occupational Health and Safety Act of Nova Scotia.
- 23.02 The Occupational Health and Safety Committee shall be established pursuant to the provisions of the Occupational Health and Safety Act. The Committee shall be composed of equal numbers of Company and Union Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said Act.
- 23.03 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Company and the Union agree to cooperate in encouraging Employees afflicted with alcohol or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Employees have sufficient sick leave credits, they shall be eligible for sick leave benefits for such treatment programs.
- 23.04 The Company agrees that in a case where damage to an Employee's eyeglasses, contact lenses, hearing aid, dentures or watch is done by a resident, either the Company or Workers' Compensation will reimburse the Employee for damages.

ARTICLE 24- PERSONNEL FILE

- 24.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty-eight (48) hours' notice, the Employee shall be permitted to view her personnel file in the presence of a representative of the Company. Upon request the Employee shall be provided with copies of documents therein.
- 24.02 The Company will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of an Employee, the existence of which the Employee was not made aware of at or before the time of filing.
- 24.03 Employees are required to inform the Company of any change to personal information such as: change of address, telephone number, etc. Such information will only be used by the Company in the course of normal business operations.
- 24.04 In relation to a matter for which a grievance has been filed, the Union shall be provided a copy of the applicable personnel file.

ARTICLE 25- NON-INTERRUPTION OF WORK

- 25.01 (a) During the life of this Agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Company shall not lock-out Employees.
- (b) The words "strike" and "lock-out" shall be as defined in the *Trade Union Act*.

ARTICLE 26- DURATION OF AGREEMENT

- 26.01 This Agreement shall be in force from the 1st day of September, 2013 until the 31st day of August, 2016 and shall continue automatically thereafter for one year, unless either party notifies the other ninety (90) days prior to the expiration date, by written notice, that it wishes to terminate or amend this Agreement, or to negotiate a new one.
- 26.02 No provisions of this Agreement shall be in force prior to the date of the ratification of this Agreement (November 22, 2013).

ARTICLE 27- APPLICATION

- 27.01 This Agreement shall apply to and be binding on the Company, the Employees and the Union.

DATED at Halifax Regional Municipality this 16th day of December, 2013

**PARKLAND AT THE LAKES LIMITED: NOVA SCOTIA GOVERNMENT &
GENERAL EMPLOYEES UNION**

Renée Donovan-Gray
General Manager

Grant Vaughan
Chief Negotiator

Stoddard

Bernadette Pearce
Negotiating Committee Member

Chris MacFarlane
Negotiating Committee Member

Jane Billyard
Negotiating Committee Member

Joan Jessome
President

Schedule "A" - Wages

Based on 1957.5 hours

(Effective September 1, 2013)

	0-1957.5	1957.5-3915	3915-5872.5	5872.5-7830	>7830
Cook	\$14.14	\$14.65	\$15.16	\$15.70	\$16.20
Prep Cook	\$12.07	\$12.55	\$13.04	\$13.52	\$13.99
Wait Staff	\$11.83	\$12.30	\$12.77	\$13.25	\$13.71
Food Services Attendant	\$11.83	\$12.30	\$12.77	\$13.25	\$13.71
Client Services Assistant (with meds)	\$14.94	\$15.43	\$15.96	\$16.45	\$16.94
Client Services Assistant	\$13.82	\$14.31	\$14.84	\$15.33	\$15.82
Activity Coordinator	\$15.49	\$15.96	\$16.45	\$16.97	\$17.49
Activity Leader	\$11.83	\$12.30	\$12.77	\$13.25	\$13.71
Van Driver	\$11.83	\$12.30	\$12.77	\$13.25	\$13.71
Housekeeping	\$11.83	\$12.30	\$12.77	\$13.25	\$13.71
Maintenance	\$16.82	\$17.15	\$17.49	\$17.85	\$18.20
Client Service Coordinator (LPN)	\$22.71	\$23.23	\$23.73	\$24.39	\$24.87

Based on 1957.5 hours

(Effective April 1, 2014)

	0-1957.5	1957.5-3915	3915-5872.5	5872.5-7830	>7830
Cook	\$14.50	\$15.01	\$15.54	\$16.09	\$16.61
Prep Cook	\$12.37	\$12.86	\$13.36	\$13.85	\$14.34
Wait Staff	\$12.13	\$12.61	\$13.09	\$13.58	\$14.05
Food Services Attendant	\$12.13	\$12.61	\$13.09	\$13.58	\$14.05
Client Services Assistant (with meds)	\$15.32	\$15.82	\$16.36	\$16.86	\$17.37
Client Services Assistant	\$14.17	\$14.67	\$15.21	\$15.71	\$16.22
Activity Coordinator	\$15.87	\$16.36	\$16.87	\$17.39	\$17.93
Activity Leader	\$12.13	\$12.61	\$13.09	\$13.58	\$14.05
Van Driver	\$12.13	\$12.61	\$13.09	\$13.58	\$14.05
Housekeeping	\$12.13	\$12.61	\$13.09	\$13.58	\$14.05
Maintenance	\$17.24	\$17.58	\$17.93	\$18.29	\$18.66
Client Service Coordinator (LPN)	\$23.27	\$23.81	\$24.32	\$25.00	\$25.50

Based on 1957.5 hours

(Effective September 1, 2015)

	0-1957.5	1957.5-3915	3915-5872.5	5872.5-7830	>7830
Cook	\$14.93	\$15.46	\$16.00	\$16.57	\$17.10
Prep Cook	\$12.74	\$13.25	\$13.76	\$14.27	\$14.77
Wait Staff	\$12.49	\$12.99	\$13.48	\$13.99	\$14.47
Food Services Attendant	\$12.49	\$12.99	\$13.48	\$13.99	\$14.47
Client Services Assistant (with meds)	\$15.78	\$16.30	\$16.85	\$17.37	\$17.89
Client Services Assistant	\$14.59	\$15.11	\$15.67	\$16.19	\$16.71
Activity Coordinator	\$16.35	\$16.85	\$17.37	\$17.91	\$18.47
Activity Leader	\$12.49	\$12.99	\$13.48	\$13.99	\$14.47
Van Driver	\$12.49	\$12.99	\$13.48	\$13.99	\$14.47
Housekeeping	\$12.49	\$12.99	\$13.48	\$13.99	\$14.47
Maintenance	\$17.76	\$18.11	\$18.47	\$18.84	\$19.22
Client Service Coordinator (LPN)	\$23.97	\$24.52	\$25.05	\$25.75	\$26.26

Memorandum of Agreement - February Holiday (2017)

MEMORANDUM OF AGREEMENT

Parkland at the Lakes Limited

And

**Nova Scotia Government and General Employees Union
Local 87**

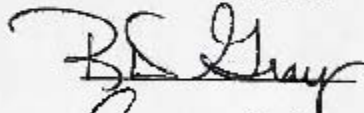
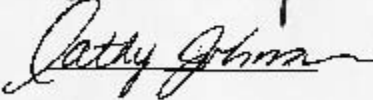
February Holiday

WHEREAS the government has introduced the *February Holiday Act* to create a holiday on the third Monday of February;

THEREFORE the parties agree that Monday February 20, 2017 will be treated as a holiday for the purposes of 19.01 of the collective agreement. All terms and conditions contained in the collective agreement in respect of entitlement to and payment for work on a holiday will apply to February 20, 2017.

This Agreement made this 31 day of January 2017.

FOR THE EMPLOYER

FOR THE UNION