

**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**

**EMPLOYER**

**- AND -**

**NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION**

**UNION**

**Term: September 1, 2020 – August 31, 2023**

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## ARTICLE 1– PURPOSE

1.01 The purpose of this Agreement is to:

- (a) promote and maintain harmonious relationships between the **Employer**, 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 **Employer'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) “**Employer**” 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) “Gender Neutral” The **Union** and the **Employer** support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.
  - (f) “Holiday” means the twenty-four (24) hour period commencing at 0001 on a day designated as a Holiday in this Agreement.

- (g) “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.
- (h) “Probationary Period” means the first six hundred forty (640) hours of employment as an Employee in the Bargaining Unit, excluding orientation hours.
- (i) “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.
- (j) “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 **Employer**.
- (k) “Spouse” means a legal marriage partner or a live-in partner who has been identified to the **Employer** in writing as the spouse of the Employee and includes a same-sex partner.
- (l) “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.
- (m) “**Union**” means the Nova Scotia Government & General Employees Union.
- (n) “Working Day” means Monday to Friday (inclusive), but excluding the general holidays referred to in Article 19 of this Agreement.

### **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 **Employer** to manage the business and the operation in all respects.
- 3.02 The **Employer** 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 **Employer** recognizes the **Union** as the exclusive bargaining agent for all Full-Time and Part-Time Employees employed by the **Employer** 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 **Employer**, its representatives or supervisors which is contrary to the terms of this Agreement.
- 4.03 Should a new classification be created by the **Employer** within the Bargaining Unit during the term of this Agreement, the **Employer** 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 **Employer** 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 **Employer** and the **Union** are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression on the basis of grounds protected by *Human Rights legislation*.
- 5.02 The **Employer** and the **Union** agrees to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 5.03 The **Employer** shall post its policy on Respectful Workplace and Anti-Harassment. Employees have the right to work in a respectful workplace free from disrespectful behaviour, discrimination and harassment. All employees are expected to uphold and abide by this policy. Disrespectful behaviour, discrimination or harassment will be reported to the direct Supervisor or another member of the management team if the employee chooses.
- 5.04 Where a complaint has been laid against an employee under this Article, the employee has the right to be accompanied by a Union Representative during any investigation meeting.
- 5.05 Employees will maintain confidentiality related to the investigation process, cooperate with Respectful Workplace and Anti-harassment processes as required (including investigations) and complete mandatory Respectful Workplace and Anti-harassment training.
- 5.06 The **Employer** agrees that there will be no discrimination by reason of Union membership or activity.

## ARTICLE 6- UNION SECURITY AND DUES DEDUCTION

- 6.01 The **Employer** 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 **Employer** 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 **Employer** to the **Union** not later than the 15th of the month following the month for which such deductions were made.
- (b) The **Employer** 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 **Employer**;
  - (ii) been promoted to a non-Bargaining Unit position;
  - (iii) changed surnames (to the knowledge of the **Employer**) or;
  - (iv) been granted a leave of absence.
- 6.03 For each Employee, the **Employer** shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions by the Employee under this Article.
- 6.04 The **Employer** 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 **Employer** 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 **Employer** agree to share equally the cost of printing sufficient copies of the Collective Agreement for all Employees and the **Employer**.
- 7.02 (a) The **Employer** 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 **Employer** and any Employee in the Bargaining Unit pertaining to discipline shall be forwarded to the **Union** (or designate).

- 7.04 The **Employer** 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 **Employer** 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 **Employer** 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 **Employer** agrees to allow a representative of the **Union** access to the premises of the **Employer**, provided the **Union** first obtains permission from the General Manager (or designate) of the **Employer**; such permission will not be unreasonably withheld. Where possible, any such request to access the premises of the **Employer** will be made by the **Union** at least twenty-four (24) hours in advance.
- 7.07 Meetings between the **Employer** and the representatives of the **Union** requested by the **Employer** and/or the **Union** shall be held, by mutual agreement on the premises of the **Employer** 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 **Employer** shall provide bulletin board space, in all employee lunch rooms, accessible to all Employees upon which the **Union** may post notices of meetings, workshops and other similar **Union** information. All postings will be respectful towards the **Employer**, Employees and the **Union**.
- 7.09 Where operational requirements permit, and on reasonable notice, the **Employer** 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 **Employer** on behalf of the **Union**. Such permission shall not be unreasonably withheld. **Should collective bargaining be cancelled or rescheduled representatives granted leave to attend are required to return to their regular scheduled shift.** Union caucus meetings are not covered by this provision.
- 7.10 Upon hiring or change of status, the **Employer** shall provide the Employee with a letter of appointment indicating the Employee's classification, rate of pay and employment status. The **Employer** shall provide a copy of this letter to the **Union**.
- 7.11 Upon request by the Employee, the **Employer** shall provide to the Employee her position description outlining the duties and responsibilities assigned. The **Employer** 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 **three (3)** representatives of the **Union** and **three (3)**

representatives of the **Employer**.

- (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 **Employer**; 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 **Employer** and the **Union** with respect to its discussions and conclusions but cannot bind either the **Employer** 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 Suspension/Discharge – Where an Employee alleges that the Employee has been Suspended or 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 **written** 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 **Employer** 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 Employer Grievance – The **Employer** may institute a grievance by delivering, no later than ten (10) Working Days after the date on which the **Employer** 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 **Employer**, the **Employer** 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 Employer to Inform Union – The **Employer** shall advise the **Union** of the names of the persons designated as the **Employer** 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 **Employer** 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 **Employer** 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 **Employer**.

#### **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**

- 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 **Employer** 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 **Employer** 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 **Employer'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 **Employer** shall notify the **Union** when a probationary Employee is terminated.

## **ARTICLE 13- SENIORITY**

13.01 Seniority shall operate on a bargaining unit wide basis.

13.02 (a) The **Employer** shall post a copy of the updated seniority list on February 1st of each year and a copy will be mailed to the **Union** office. Any disagreement with the posted seniority list must be reported to the immediate supervisor (or designate) in writing within thirty (30) calendar days of the posting of the list. If no written objection is received by the **Employer** within thirty (30) calendar days the seniority list shall be deemed to be correct and accurate in all respects. The **Employer** shall notify the **Union** of any changes made to the list.

- (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 **Employer**. 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 **Employer** 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 **Employer** 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 **Employer**. Employees will be recalled in reverse order of layoff. Employees are expected to return to work on the date requested by the **Employer**. 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 **Employer** will consult with the **Union** regarding ways to minimize the adverse effect on the Employee(s) to be laid off. The **Employer** may consider additional options presented by the **Union**.
  - (ii) The **Employer** shall provide forty-eight (48) hours for each displaced Employee to consider the displacement options and to notify the **Employer** 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 **Employer** 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 **Employer** intends to fill the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** will offer the position **within that job classification in descending order of seniority starting with** the most senior Employee.
- 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 **Employer** 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 **Employer** outside of the bargaining unit, the provisions of Article 15.08 shall apply;
- (b) The **Employer** 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.
- 15.10 **At the end of each month, the Employer shall send the Union electronic copies**

of all accepted letters of hire and/or accepted change of status letters.

#### 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer**, if the schedule is changed by the **Employer** 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 **Employer** recognizes that Full-Time Employees want and deserve as much as regularity and predictability in their hours of work as possible. The **Employer** will continue to work towards that end. The **Union** recognizes that scheduling issues exist and will continue to exist. The **Employer** 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(d).
- (f) When any major change is being considered by the **Employer** in the shift schedule, the **Employer** agrees that there will be prior consultation with the **Union** and the **Employer** 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 **Employer**.
- 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. **Where operationally possible and with approval of the Immediate Supervisor (or Designate) an Employee may request their meal and/or rest breaks be combined.**

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. **Where operationally possible and with approval of the Immediate Supervisor (or Designate) an Employee may request their meal and/or rest breaks be combined.**

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 Payment Of Wages For 12 Hour Full Time Rotations

Full-Time Employees who work a 12 hour shift, averaging 75 hours bi-weekly over a six (6) week rotation shall be paid as follows:

1. The Employee shall work and be paid for an average of seventy-eight point seventy-five (78.75) hours bi-weekly for four (4) weeks of the six (6) week rotation;
2. The Employee shall work fifty-six point twenty-five (56.25) hours over a two week rotation period during the six (6) week rotation and be paid for up to sixty-seven and a half (67.5) hours as follows:
  - (a) Seven and a half (7.5) hours from the Employee's statutory holiday bank, provided the employee has sufficient credits available, and;
  - (b) Three point seventy five (3.75) hours from the employee's vacation bank, provided the employee has sufficient credits available.
  - (c) If the employee does not have credits as outlined in (a) and (b) above, the employee shall be paid for hours worked.
  - (d) For the purposes of overtime such employee shall be deemed to



have worked all hours paid in accordance with the above.

- (e) **An employee may request to work four (4) of their scheduled smooth days each year. The Employee must make the request in writing by March 1<sup>st</sup> for the following period beginning April 1<sup>st</sup>, ending March 31<sup>st</sup> of the following year.**

- 16.08 (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 78.75 paid Hours Worked in bi-weekly period.
  - (c) Where, upon request of the Employee, and with the approval of the **Employer**, overtime earned during the pay period may be granted in the form of time off in lieu of pay, **at the applicable overtime rate.**
  - (d) Time off in lieu of pay granted pursuant to Article **16.08(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.
- 16.09 Hours worked for the purpose of overtime entitlement do not include paid sick time, vacation, or Worker's Compensation hours.
- 16.10 A Full-Time Employee who is required by the **Employer** to work on her scheduled day off will be paid at the rate of time and one-half for the hours worked.
- 16.11 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 **the Employees** 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 **Employer**; for example, **no overtime will apply as a consequence of a shift exchange;** and
  - (c) **The shifts exchanged shall be for the same number of hours; and**
  - (d) The shifts exchanged shall be during the **six week posted schedule.**
- 16.12 (a) The **Employer** shall grant Full-Time Employees one (1) weekend off in a two (2) week period; and
- (b) The **Employer** 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 **16.12**(a) and (b) does not preclude shift arrangements or the assignment of additional shifts as requested by the Employee or as mutually agreed.

- 16.13 The **Employer** will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.
- 16.14 (a) All overtime must be authorized or requested by the **Employer** or a representative of the **Employer**.
- (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.
- 16.15 The **Employer** will distribute overtime as equitably as possible among qualified Employees in the classification who are willing to work overtime.
- 16.16 (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.
- 16.17 The **Employer** 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.
- 16.18 If an Employee works four (4) hours or more beyond her regularly scheduled shift, a meal will be provided by the **Employer**. If a meal cannot be provided by the **Employer**, the Employee shall be reimbursed for the cost of a meal not to exceed ten (10) dollars upon presentation of a receipt.
- 16.19 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 **Employer** prior to or at the end of her shift and shall not be entitled to overtime pursuant to this Agreement under these circumstances.
- 16.20 **The changing of Daylight saving time to Standard time, or vice-a-versa, shall**

not result in Employees being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Employees completing their shift and those commencing their shift.

16.21 **An Employee must work at least fifteen (15) minutes beyond their normal shift before being eligible for overtime compensation.**

## **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.
- (d) Pursuant to Article 17.01 (a) & (b), in the event the celebration of life is not held during the normal bereavement period but deferred to a later date, the employee shall be permitted to defer one day bereavement leave to attend the celebration of life without loss of pay, provided the total number of paid bereavement days does not exceed the number of paid days the employee qualified for during the initial period of bereavement.

#### 17.02 Personal Leave

- (a) Subject to operational requirements, the **Employer** 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 **Employer** acting reasonably;
- (c) Personal leaves will not be granted for the purpose of maintaining other employment;
- (d) **Employer** 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 **Employer** 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 **Employer** provided that the Employee receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** and shall not be unreasonably denied.
- (b) Where requested by the **Union** in writing, the **Employer** shall continue to pay the gross pay and benefits of any Employee who is granted leave under Article

17.05 and shall bill the **Union** an amount equal to the Employee's gross salary and the **Employer's** costs of benefits for the period of such leave. The **Union** shall pay the bill within a reasonable period of time.

#### 17.06 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 **Employer** 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 **Employer** 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 **Employer**. 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 **Employer'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 **Employer** 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 **Employer**, and the amount of the gross salary shall be reimbursed to the **Employer** by the **Union**.
- (j) Subject to paragraphs (g) and (h), 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 the leave of absence. The **Union** shall notify the **Employer** of the income tax to deduct from the president's salary and shall indemnify the **Employer** for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 17.05.

#### 17.07 Pregnancy Leave

Employees will be entitled to leave in accordance with the Pregnancy Leave Provisions in the *Nova Scotia Labour Standards Code*.

#### 17.08 Parental & Adoption Leave

Employees will be entitled to leave in accordance with the Parental and Adoptive Leave Provisions in the *Nova Scotia Labour Standards Code*.

#### 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 **Employer** reasonable notice.
- (b) When an Employee reports for work upon the expiration of the period referred to in Articles 17.06 or 17.07 the Employee 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 the Employee 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 **Employer** 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 **275** hours.
- (d) If requested by the **Employer**, 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 **Employer**.
- (e) The **Employer** 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. The **Employer** will be responsible for paying the associated costs.
- (f) 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 Employer may require the Employee to provide such information to persons responsible for occupational health.
- (g) Persons responsible for occupational health for the Employer 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.
- (h) The Employer 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 Employer.
- (i) Employees who are off work and insured by Workers Compensation Benefits must keep the **Employer** aware of their progress/change and condition.
- (j) 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;

(k) Injury on Duty – Workers’ Compensation

- (i) Where an Employee asks the **Employer** 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 **Employer** 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 **Employer** supplement is being paid, the **Employer** 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.

(l) 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 **Employer** provide payment equivalent to the benefits she would earn under the *Workers’ Compensation Act* providing the Employee is able to establish, satisfactory to the **Employer** 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 **Employer** and the required notification to Workers’ Compensation that the initial payment(s) from Workers’ Compensation is to be provided directly to the **Employer** on behalf of the Employee, up to the level of the payment advanced by the **Employer**.
- (m) 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 **Employer**. Such information is to be adequate for the **Employer** 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 **Employer** 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.
- (n) Provided an Employee has sufficient sick leave credits, Full time Employees may be permitted to use up to 22.5 hours per annum of accrued sick leave credits for the purpose of:
- (i) Attending to an illness of a member of the employee's immediate family meaning spouse, son, daughter, father or mother to provide for the needs of the ill person; and
  - (ii) In order to attend to personal emergency, medical or dental care;
  - (iii) Subject to the following:
    - A. The Employee has given as much advance notice as reasonably possible to the **Employer**;
    - B. The Employee has made all reasonable efforts to accommodate the absence through an exchange of shifts with another Employee; and
    - C. The **Employer** 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 at the sole discretion of the **Employer**, acting reasonably. The benefits shall be prorated for part time employees.

- (o) (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 **Employer** may require the Employee to provide such information to persons responsible for occupational health.

- (ii) Persons responsible for occupational health for the **Employer** 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 **Employer** 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 **Employer**.

#### 17.13 Education Leave

- (a) The **Employer** 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 **Employer** requires or is planning to provide.
- (b) The **Employer, Union** and the Employees recognize the importance of continuous learning, and to that end, education programs shall be identified by the **Employer** in consultation with Employees and the Employees will make every reasonable attempt to participate in such programs. The **Employer** 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 **Employer**.
- (c) An Employee may at the sole discretion of the **Employer** 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 **Employer** and conducted at a site designated by the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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 13.03.

#### 17.15 Leave for Storms or Hazardous Conditions

It is the responsibility of the employee to make every reasonable effort to arrive at their work location as scheduled. An Employee who is unable to come to work on time, due to unsafe or impassable road conditions when Halifax transit service have been suspended, will be:

- (a) Paid for a full shift if the Employee arrives for work within the first (1) hour of the scheduled shift;
- (b) Only be paid for hours of actual work if the Employee arrives past the first (1) hour of their scheduled shift.
- (c) **Employees who arrive after the first hour of their scheduled shift, shall have the option to:**
  - (i) **Take the absent time as unpaid; or**
  - (ii) **Deduct the absent time from an accumulated bank vacation or holiday credits**
  - (iii) **When the Employee has no accumulated banked vacation of holiday credits, the Employee may, with prior approval of the Employer, make up the absent time at a time mutually agreed between the Employee and the Employer**

#### 17.16 Domestic and Family Violence

Employees will be entitled to leave in accordance with the Domestic Violence, Intimate Partner Violence or Sexual Violence leave provisions in accordance with legislation where applicable.

#### 17.17 Leave for Parent of a Critically Ill Child

**An Employee shall be granted Leave for a Parent of a Critically ill child in accordance with the Labour Standards of Nova Scotia.**

## 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).
  - (d) After 13,702.50 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 14.50 Regular Hours Paid (up to 135 hours per year).**
  - (e) After 17,617.50 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 13 Regular Hours Paid (up to 150 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 **Employer** within a mutually acceptable time within a ninety (90) day period.
- 18.04 The **Employer** 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 may exercise their right to 2 weeks' vacation in the summer, June 15<sup>th</sup> - September 15<sup>th</sup>, as two consecutive weeks or two separate weeks as per their request.** 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 **Employer** 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 **Employer** 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 **Employer** is unable to grant the request, the **Employer** shall notify the Employee.
- 18.06 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.

- 18.07 Recall from Vacation – The **Employer** 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.
- 18.08 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 **Employer**.
- 18.09 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 **Employer** 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 Holidays

The following twelve (12) calendar dates shall be recognized as "holidays":

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) July 1st
- (g) First Monday in August
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) 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 employee will receive seven and a half (7 ½) hours of holiday pay

when they do not work on the listed holiday subject to meeting the requirements of 19.02. Holiday pay will be paid out on the next pay date 30 days following the holiday.

- (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 Articles 19.02. The calculation for the pro-rating will be based on their hours worked in the previous 30 days. Holiday pay will be paid out in the next pay date 30 days following the holiday.
- (c) Full time and part time employees who are normally scheduled holidays off as they fall will receive holiday pay when they don't work on the listed holiday, subject to meeting the requirement of 19.02
- (d) Full time employees with regularly scheduled smooth weeks will bank holiday pay subject to meeting the requirements of 19.02.
- (e) **When a day designated as a holiday occurs during a period of approved vacation the employee shall have the option of taking the day as a holiday.**

- 19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit; and
- (c) **Except for Full time Employees working smooth weeks**, 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.
- (d) **Full time Employees working smooth schedules who have a remaining balance of holiday time in their banks at the end of the calendar year, shall carry over these hours to be used before the end of the fiscal year. Any holiday bank hours, carried over pursuant to this Article, not used between January 1<sup>st</sup> and March 31<sup>st</sup> will be paid out no later than the second pay in April.**

19.05 The **Employer** shall endeavour to schedule 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 **Employer**, provided however, on hiring in the classification, an Employee may, at the discretion of the **Employer**, be given credit for previous experience in the classification prior to employment with the **Employer**.
- 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 **Employer** 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.

### 20.06 Facility Responsibility Pay

**In the absence of an LPN and a Health Services Manager, the Employer may designate an Employee to be responsible for the facility. If so designated, the Employee will receive a premium of two dollar (\$2.00) per hour for each hour worked with the designated responsibility.**

## ARTICLE 21- BENEFITS

- 21.01 Employees shall participate in the benefit plans currently made available by the **Employer**, 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 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 **Employer** and the Employee;
  - (b) Life insurance - 100% of the cost paid by the **Employer**; and
  - (c) Accidental death and dismemberment - 100% of the cost paid by the **Employer**.

## **ARTICLE 22- RETIREMENT SAVINGS PLAN**

- 22.01 The **Employer** will make available to Employees following completion of their Probationary Period, access to a Registered Retirement Savings Plan (currently provided through Manulife) and the **Employer** 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 **Employer** 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 **Employer** matching contributions during the period of the unpaid leave or layoff.

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

- 23.01 The **Employer**, 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer** or Workers' Compensation will reimburse the Employee for damages.

#### **ARTICLE 24- PERSONNEL FILE**

- 24.01 An electronic personnel file shall be maintained for all Employees. Each Employee is entitled to have access to their personnel file.
- 24.02 The **Employer** 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 **Employer** of any change to personal information such as: change of address, telephone number, etc. Such information will only be used by the **Employer** 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- RESIGNATION**

- 25.01 (a) If an Employee desires to terminate employment, the Employee shall forward a letter of resignation to the **Employer** not less than two (2) weeks prior to the effective date of termination provided; however, the **Employer** may accept a shorter period of notice.
- (b) Receipt of letters of resignation shall be acknowledged by the **Employer** in writing.

#### **ARTICLE 26- NON-INTERRUPTION OF WORK**

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

#### **ARTICLE 27- DURATION OF AGREEMENT**

- 27.01 This Agreement shall be in force from the **1st day of September, 2020 until the 31st day of August, 2023** 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.

No provisions of this Agreement shall be in force prior to the date of the Signing of this Agreement.

**ARTICLE 28- APPLICATION**

28.01 This Agreement shall apply to and be binding on the **Employer**, the Employees and the **Union**.

**DATED** at Halifax Regional Municipality this 9<sup>th</sup> day of September, 2021

**PARKLAND AT THE LAKES LIMITED**

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

Per: Berice Donovan-Gray Per: Maximal  
Per: [Signature]

Per: [Signature]  
Per: [Signature]  
Per: Stacie Element  
Per: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**Schedule "A"-WAGES**

**BASED ON  
1957.5  
hours**

<b>September 1, 2020 (1%)</b>	<b>0 - 1957.5</b>	<b>1957.5 - 3915</b>	<b>3915 - 5872.5</b>	<b>5872.5 - 7830</b>	<b>&gt;7830</b>
Cook 1	\$16.12	\$16.69	\$17.28	\$17.91	\$18.46
Cook 2	\$15.18	\$15.72	\$16.29	\$16.85	\$17.38
Prep Cook	\$13.76	\$14.31	\$14.86	\$15.42	\$15.95
Wait Staff	\$13.50	\$14.03	\$14.56	\$15.12	\$15.62
Food Services Attendant	\$13.50	\$14.03	\$14.56	\$15.12	\$15.62
Client Medication Assistant (CMA)	\$17.04	\$17.60	\$18.20	\$18.77	\$19.32
Client Services Assistant	\$15.76	\$16.32	\$16.92	\$17.49	\$18.05
Wellness Coach	\$17.66	\$18.20	\$18.76	\$19.35	\$19.95
Activity Leader	\$13.50	\$14.03	\$14.56	\$15.12	\$15.62
Van Driver	\$13.50	\$14.03	\$14.56	\$15.12	\$15.62
Housekeeping	\$13.50	\$14.03	\$14.56	\$15.12	\$15.62
Maintenance Worker	\$19.18	\$19.55	\$19.95	\$20.36	\$20.76
Client Service Coordinator (LPN)	\$25.88	\$26.49	\$27.06	\$27.82	\$28.36

**Schedule "A"-WAGES**

**BASED ON  
1957.5  
hours**

<b>September 1, 2021</b>	<b>0 - 640</b>	<b>641 - 3914</b>	<b>3915 - 7829</b>	<b>&gt;7830</b>
Cook 1	\$17.03	\$17.63	\$18.16	\$18.70
Cook 2	\$16.04	\$16.61	\$17.11	\$17.62
Prep Cook	\$14.60	\$15.16	\$15.61	\$16.08
Wait Staff	\$14.32	\$15.00	\$15.45	\$15.91
Food Services Attendant	\$14.32	\$15.00	\$15.45	\$15.91
Client Medication Assistant (CMA)	\$17.96	\$18.56	\$19.12	\$19.69
Client Services Assistant	\$16.64	\$17.26	\$17.78	\$18.31
Wellness Coach	\$18.56	\$19.13	\$19.70	\$20.30
Activity Leader	\$14.32	\$15.00	\$15.45	\$15.91
Van Driver	\$14.32	\$15.00	\$15.45	\$15.91
Housekeeping	\$14.32	\$15.00	\$15.45	\$15.91
Maintenance Worker	\$19.95	\$20.35	\$20.76	\$21.17
Client Service Coordinator (LPN)*	\$28.64	\$29.29	\$29.92	\$30.75
* Wage Adjustment Effective Date of Signing.				

**Schedule "A"-WAGES**

**BASED ON  
1957.5  
hours**

<b>September 1, 2022 (2%)</b>	<b>0 - 640</b>	<b>641 - 3914</b>	<b>3915 - 7829</b>	<b>&gt;7830</b>
Cook 1	\$17.37	\$17.98	\$18.52	\$19.08
Cook 2	\$16.36	\$16.94	\$17.45	\$17.98
Prep Cook	\$14.89	\$15.46	\$15.92	\$16.40
Wait Staff	\$14.60	\$15.30	\$15.76	\$16.23
Food Services Attendant	\$14.60	\$15.30	\$15.76	\$16.23
Client Medication Assistant (CMA)	\$18.31	\$18.93	\$19.50	\$20.09
Client Services Assistant	\$16.98	\$17.61	\$18.13	\$18.68
Wellness Coach	\$18.93	\$19.51	\$20.10	\$20.70
Activity Leader	\$14.60	\$15.30	\$15.76	\$16.23
Van Driver	\$14.60	\$15.30	\$15.76	\$16.23
Housekeeping	\$14.60	\$15.30	\$15.76	\$16.23
Maintenance Worker	\$20.34	\$20.76	\$21.17	\$21.60
Client Service Coordinator (LPN)	\$29.21	\$29.88	\$30.52	\$31.37