

**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  
LOCAL 87**

**UNION**

**Term: September 1, 2023 – August 31, 2025**

## Table of Contents

ARTICLE 1– PURPOSE .....	3
ARTICLE 2- DEFINITIONS AND GENERAL.....	3
ARTICLE 3- MANAGEMENT RIGHTS.....	4
ARTICLE 4 - UNION RECOGNITION .....	4
ARTICLE 5- DISCRIMINATION/HARASSMENT .....	5
ARTICLE 6- UNION SECURITY AND DUES DEDUCTION.....	5
ARTICLE 7- UNION REPRESENTATION .....	6
ARTICLE 8- LABOUR MANAGEMENT COMMITTEE .....	7
ARTICLE 9- GRIEVANCE PROCEDURE.....	8
ARTICLE 10- ARBITRATION HEARING PROCEDURE.....	9
ARTICLE 11- DISCIPLINE AND DISCHARGE .....	10
ARTICLE 12- PROBATIONARY PERIOD.....	10
ARTICLE 13- SENIORITY .....	11
ARTICLE 14- LAYOFF AND RECALL .....	11
ARTICLE 15- JOB POSTING .....	13
ARTICLE 16 - HOURS OF WORK AND OVERTIME.....	14
ARTICLE 17- LEAVES OF ABSENCE.....	18
ARTICLE 18- VACATION .....	28
ARTICLE 19- HOLIDAYS .....	29
ARTICLE 20- WAGES .....	31
ARTICLE 21- BENEFITS.....	32
ARTICLE 22- RETIREMENT SAVINGS PLAN .....	32
ARTICLE 23- STAFF HEALTH & SAFETY .....	32
ARTICLE 24- PERSONNEL FILE.....	33
ARTICLE 25- RESIGNATION.....	33
ARTICLE 26- TRAINING AND UPGRADING.....	34
ARTICLE 28- NON-INTERRUPTION OF WORK.....	34
ARTICLE 29- DURATION OF AGREEMENT AND RETROACTIVITY .....	34
ARTICLE 30- APPLICATION.....	34
MEMORANDUM OF AGREEMENT #1.....	36
MEMORANDUM OF AGREEMENT #2.....	37
MEMORANDUM OF UNDERSTANDING #1 .....	38
Schedule "A"-WAGES .....	39

## **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 **in a location accessible electronically to all employees. The Employer will provide a printed copy upon request.** 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 **NSGEU Employee Relations Officer** (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. **A grievance will be considered abandoned after ninety (90) calendar days if it is not referred to arbitration in accordance with article 9.04, unless the time limit is extended by mutual agreement.**

## **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.
- 11.03 The Employer shall provide the Union with 24 hours notice when an employee is scheduled for a discipline meeting under Article 11.02, and the Union will arrange a representative of the Union to be present. Discipline meetings shall not be unreasonably delayed due to the lack of availability of representatives of the Union.**
- 11.04 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.
- 11.05 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 and does not rescind the resignation **in accordance with Article 25.01 (c)**;
- (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, qualifications **and performance** 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 **When a new position or vacancy is created within the bargaining unit, the Employer may post the job internally and externally, but no offer shall be made to persons outside the bargaining unit 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.

#### **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 **If an employee is unable to take their break, the employee will be paid at the regular straight time rate for the break time missed. It is the responsibility of the employee to submit a request through their manager for approval and payment of a missed break.**

16.08 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.
- 16.09
- (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.

- 16.10 Hours worked for the purpose of overtime entitlement do not include paid sick time, vacation, or Worker's Compensation hours.
- 16.11 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.
- 16.12 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 **or premiums** 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.
- 16.13 (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.

- 16.14 The Employer will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.
- 16.15 (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.
- 16.16 **Overtime shall be distributed by seniority among qualified Employees in the classification who are willing to work overtime.**

- 16.17 (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.
- 16.18 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.
- 16.19 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 **fifteen (15)** dollars upon presentation of a receipt.
- 16.20 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.
- 16.21 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.
- 16.22 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.

**Employees may request additional bereavement leave without pay or Employees may request to use time from their accumulated vacation or holiday bank. Subject to operational requirements, the Employer will have sole discretion to approve or deny this leave request.**

- (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.
- (e) **If the death occurs in the Employees immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of the Employee's scheduled shift.**

#### **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 17.03 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.

#### **17.05 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 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.

#### **17.06 Pregnancy Leave**

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

#### **17.07 Parental & Adoption Leave**

Employees will be entitled to leave in accordance with the Parental and Adoptive Leave

#### **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 **in accordance with Nova Scotia regulations** 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 **twenty four (24)** 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 pro-rated 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.
- (p) Employees are required to call in at least four (4) hours prior to the start of their shift to notify the Employer of their absence (Employees on the morning shift must provide as much notice as possible but no less than two (2) hours to qualify for paid sick time) unless impossible.**

#### 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 or 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 **one dollar and twenty five cents**

**(\$1.25)** 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 dollars and twenty five cents (\$2.25)** 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.
- (c) **An employee who has terminated his/her employment through resignation may withdraw same in writing within forty-eight (48) hours of the time they communicated their resignation to the Employer. The Employer may, at its discretion, accept or decline an employees withdrawal of their resignation.**

## ARTICLE 26- TRAINING AND UPGRADING

- 26.01 Employees may be required to undertake training at their own cost as a condition of employment. Where the Company requires an employee to take training or upgrading the Company shall pay the employee their hourly rate for all hours spent at required training. The Employee will seek pre-approval from their manager for payment of additional wages before training is completed outside of regularly scheduled hours. The Employer will endeavour to make training available during regularly scheduled hours of work.

## ARTICLE 27- PROVISION OF PROTECTIVE CLOTHING

- 27.01 The Company shall reimburse the cost up to a maximum of \$75.00 for maintenance staff for required and CSA approved steel toed safety footwear and up to a maximum of \$50.00 for dietary staff for required and approved anti-slip footwear upon the presentation of a receipt for the purchase, once per calendar year. This clause is applicable to employees who are 0.4 FTE or higher and have completed their probationary period.

## ARTICLE 28- NON-INTERRUPTION OF WORK

- 28.01 (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 29- DURATION OF AGREEMENT AND RETROACTIVITY

- 29.01 This Agreement shall be in force from the **1st day of September, 2023 until the 31st day of August, 2025** 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.

### 29.02 Retroactivity

It is agreed that there will be no retroactive effect given to any clause of this contract or matter arising between the parties prior to the signing date except for wages and wage adjustments.

## ARTICLE 30- APPLICATION

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

The parties recognize that this contract has been signed on unceded Mi'kmaq territory.

DATED at Halifax Regional Municipality this 6 day of June 2024

PARKLAND AT THE LAKES LIMITED

NOVA SCOTIA GOVERNMENT &  
GENERAL EMPLOYEES UNION

Alie Hunt  
[Signature]  
   
 

Hydr Mills  
[Signature]  
McCollett  
Chairman

## **MEMORANDUM OF AGREEMENT #1**

### **Re: Long Term Disability**

**Within 60 days of ratification, the parties hereby agree to convene to discuss the cost and parameters of a Long Term Disability Plan for its benefits eligible members.**

**Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all employees.**

**Upon commencement, it is understood the premium costs for this plan will be 100% Employee paid. The purpose of this MOU is to provide the Union an opportunity to ensure the implementation of a plan is so desired by the general membership.**

## **MEMORANDUM OF AGREEMENT #2**

### **Re: Article 19.01 – Holidays**

**The parties agree that if during the life of this collective agreement another Shannex Retirement Living (excluding Long Term Care) collective agreement within Nova Scotia increases paid holidays from a total of twelve (12) paid holidays to thirteen (13) paid holidays that paid holiday would be recognized within this collective agreement.**

**This Memorandum of Agreement will expire at the end of this collective agreement.**

**MEMORANDUM OF UNDERSTANDING #1**  
**LPN Wages**

Effective November 1, 2023, wages for LPN classification will be:

Step	New Wage		Hours Worked	Completed Years of
	November 1, 2023	November 1, 2024		
1	\$31.00	\$31.62	0 < 1957.5	0
2	\$31.71	\$32.34	1957.5 < 3915	1
3	\$32.39	\$33.04	3915 < 5872.5	2
4	\$33.29	\$33.96	5872.5 < 7830	3
5	\$34.12	\$34.80	7830 < 9787.5	4
6	\$34.97	\$35.67	9787.5 < 11745	5
25	\$36.20	\$36.92	48937.5	25

## Schedule "A"-WAGES

BASED ON  
1957.5  
hours

September 1, 2023 (3% and a \$0.50 Wage Adjustment)	0 – 640	641- 3914	3915 - 7829	>7830
Cook 1	18.41	19.03	19.59	20.17
Cook 2	17.37	17.96	18.49	19.03
Prep Cook	15.97	16.44	16.91	17.41
Wait Staff	15.97	16.27	16.75	17.23
Food Services Attendant	15.97	16.27	16.75	17.23
Client Medication Assistant (CMA)	19.37	20.01	20.60	21.21
Client Services Assistant	18.00	18.65	19.19	19.76
Wellness Coach	20.01	20.61	21.22	21.84
Activity Leader	15.97	16.27	16.75	17.23
Van Driver	15.97	16.27	16.75	17.23
Housekeeping	15.97	16.27	16.75	17.23
Maintenance Worker	21.47	21.90	22.32	22.76
Client Service Coordinator (LPN)	See MOU #1			

**BASED ON  
1957.5  
hours**

<b>September 1, 2024 (3% )</b>	<b>0 - 640</b>	<b>641- 3914</b>	<b>3915 - 7829</b>	<b>&gt;7830</b>
Cook 1	18.96	19.61	20.18	20.77
Cook 2	17.89	18.50	19.04	19.61
Prep Cook	16.44	16.93	17.42	17.93
Wait Staff	16.44	16.76	17.25	17.75
Food Services Attendant	16.44	16.76	17.25	17.75
Client Medication Assistant (CMA)	19.96	20.61	21.22	21.84
Client Services Assistant	18.54	19.21	19.76	20.35
Wellness Coach	20.61	21.23	21.85	22.49
Activity Leader	16.44	16.76	17.25	17.75
Van Driver	16.44	16.76	17.25	17.75
Housekeeping	16.44	16.76	17.25	17.75
Maintenance Worker	22.11	22.55	22.99	23.45
Client Service Coordinator (LPN)	See MOU #1			

**BASED ON  
1957.5  
hours**

<b>August 31, 2025 (\$0.25 Wage Adjustment)</b>	<b>0 - 640</b>	<b>641- 3914</b>	<b>3915 - 7829</b>	<b>&gt;7830</b>
Cook 1	19.21	19.86	20.43	21.02
Cook 2	18.14	18.75	19.29	19.86
Prep Cook	16.69	17.18	17.67	18.18
Wait Staff	16.69	17.01	17.50	18.00
Food Services Attendant	16.69	17.01	17.50	18.00
Client Medication Assistant (CMA)	20.21	20.86	21.47	22.09
Client Services Assistant	18.79	19.46	20.01	20.60
Wellness Coach	20.86	21.48	22.10	22.74
Activity Leader	16.69	17.01	17.50	18.00
Van Driver	16.69	17.01	17.50	18.00
Housekeeping	16.69	17.01	17.50	18.00
Maintenance Worker	22.36	22.80	23.24	23.70
Client Service Coordinator (LPN)	See MOU #1			

