COLLECTIVE AGREEMENT

Between

Sherbrooke Restoration Commission

and

The Nova Scotia Government & General Employees Union

April 1, 2022 to March 31, 2024

4129-2696-2758

Table of Contents

PREAMBLE **7**

ARTICLE 1 - INTERPRETATION AND DEFINITIONS **7**

1.01 Definitions 7
1.02 Service 8
1.03 Seniority 8
*1.04 Gender 8

ARTICLE 2 – RECOGNITION **9**

2.01 Bargaining Agent Recognition 9
2.02 No Discrimination for Union Activity 9
2.03 No Discrimination 9

ARTICLE 3 - APPLICATION **9**

ARTICLE 4 – FUTURE LEGISLATION **9**

4.01 Future Legislation 9
4.02 Conflict with Regulations 9

ARTICLE 5 - MANAGEMENT RIGHTS **10**

5.01 Management Rights 10
5.02 Safety Regulations 10
5.03 Consistent Application 10
5.04 Delegation of Authority 10

ARTICLE 6 - RIGHTS AND PROHIBITIONS **10**

6.01 No Lockout or Strike 10
6.02 No Sanction of Strike 11

ARTICLE 7 - UNION INFORMATION **11**

7.01 Bulletin Boards 11
7.02 Distribution of Union Literature 11

ARTICLE 8 - INFORMATION **11**

8.01 Copies of Agreement 11
8.02 Letter of Appointment 11
8.03 Employer to Acquaint New Employees 11
8.04 Position Descriptions 12
8.05 Bargaining Unit Information 12

ARTICLE 9 – APPOINTMENT **12**

*9.01 Probationary Appointment 12
9.02 Confirmation of Permanent Appointment 12
9.04 Termination Notice 12
9.05 Pay in Lieu of Termination Notice 13
9.06 Written Reasons for Termination 13

ARTICLE 10 - RE-ASSIGNMENT AND JOB POSTING **13**

*10.01 Re-Assignment 13
10.02 Job Posting 13

ARTICLE 11 - CHECKOFF **14**

11.01 Deduction of Union Dues 14
11.02 Notification of Deduction 14
11.03 Religious Exclusions 14
11.04 Remittance of Union Dues 15
11.05 Liability 15
ARTICLE 12 - STEWARDS 15
12.01 Recognition 15
12.02 Notification 15
ARTICLE 13 - TIME OFF FOR UNION BUSINESS 15
13.01 Leave Without Pay 15
13.02 Notification to Employer 16
13.03 Number of Employees Eligible 16
13.04 Contract Negotiations 16
13.05 Grievance Meetings 17
13.06 Adjudication and Joint Consultation 17
*13.07 Union Executive Position 17
ARTICLE 14 - HOURS OF WORK 18
*14.01 Hours of Work 18
14.02 Flexible Working Hours 19
14.04 Recall from Meal Break and Rest Period 19
14.05 Days Off 20
14.06 Posting of Shift Schedules 20
14.08 Split Shifts 20
*14.09 Headings 20
ARTICLE 15 – OVERTIME 20
15.01 Definitions 20
15.02 Overtime Compensation 21
15.03 Allocation and Notice of Overtime 21
15.04 Overtime Eligibility 21
15.05 Form of Compensation 21
ARTICLE 16 - CALL BACK 21
16.01 Call Back 21
16.02 Call Back Compensation 21
ARTICLE 17 - VACATIONS 21
17.01 Annual Vacation Entitlement 21
17.02 Vacation Year 22
17.03 Authorization 22
17.04 Vacation Scheduling 22
17.05 Employee Request 23
17.06 Unbroken Vacation 23
17.07 Vacation Carry Over 23
17.08 Borrowing of Unearned Vacation Credits 24
17.09 Employee Compensation Upon Separation 24
ARTICLE 18 – HOLIDAYS 25
*18.01 Paid Holidays 25

4129-2696-2758

18.02 Exception 25
18.03 Holiday Falling on a Day of Rest 26
18.04 Holiday Coinciding with Paid Leave 26
18.05 Compensation for Work on a Holiday 26
18.06 Exception – Security Section 26
ARTICLE 19 - SPECIAL LEAVE 27
19.01 Special Leave 27
*19.02 Bereavement Leave 27
19.03 Court Leave 28
19.04 Jury Compensation 28
19.05 Leave for Medical Emergency 28
19.06 Pregnancy, Parental and Adoption Leave 28
19.07 Leave for Public Office 29
*19.08 Educational Leave 29
19.09 Examination Leave 29
19.10 Leave for Birth of Child/or Adoption 29
19.11 Leave for Emergency 29
19.12 Leave for Medical and Dental Appointments 30
19.13 Military Leave 30
*19.14 Compassionate Care Leave 30
***ARTICLE 20 – GROUP INSURANCE, HEALTH, AND LTD PLANS 30**
ARTICLE 21 - SICK LEAVE 30
21.09 Sick Leave Bank 31
21.10 Paid Sick Leave 31
21.11 Unpaid Sick Leave 31
21.12 Proof of Illness 32
21.13 Workers' Compensation 32
21.14 Alternate Medical Practitioner 32
ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES 32
22.01 Employee Performance Review 32
*22.02 Record of Disciplinary Action 32
ARTICLE 23 - DISCIPLINE AND DISCHARGE 33
23.01 Just Cause 33
23.02 Notification 33
23.04 Reinstatement 33
ARTICLE 24 - NOTICE OF RESIGNATION 34
24.01 Notice of Resignation 34
24.02 Absence Without Permission 34
24.03 Withdrawal of Resignation 34
24.04 Failure to Give Notice 34
ARTICLE 25 - GRIEVANCE PROCEDURE 34
25.01 Grievances 34
25.02 Union Approval 35
25.03 Grievance Procedure 35
25.04 Decision by Employer 36

4129-2696-2758

25.05 Union Referral to Arbitration 36
25.06 Union Representation 36
25.08 Amending of Time Limits 36
25.09 Policy Grievance 37
25.10 Sexual Harassment 37
ARTICLE 26 – ARBITRATION 37
26.01 Notification 37
26.02 Referral to Arbitration 37
26.03 Regular Arbitration Procedure 37
26.04 Arbitration Award 38
26.05 Arbitration Expenses 38
ARTICLE 27 - JOINT CONSULTATION 38
ARTICLE 28 - TRAVEL 38
28.01 Mileage Allowance 38
*28.02 Other Expenses 38
28.03 Meal Allowances 39
28.04 Private Accommodation 39
ARTICLE 29 – PENSION 39
ARTICLE 30 - SAFETY AND HEALTH 39
30.01 Safety and Health Provisions 39
30.02 Occupational Health and Safety Act 39
*30.03 Professional Development / Training 40
30.04 First Aid Kits 40
30.05 Safety Equipment 40
30.06 Right to Refuse Work 40
ARTICLE 31 - JOB SECURITY 40
31.01 Layoff 40
31.02 Introduction 40
31.03 Notice to Union 40
31.04 Training and Retraining 41
31.05 Application 41
31.06 Union Consultation 41
31.07 Employee Placement Rights 41
31.08 Layoff Procedure 42
31.09 Notice of Layoff 42
31.10 Pay in Lieu of Notice 43
*31.11 Recall Procedures 43
31.12 Termination of Recall Rights 43
31.13 Loss of Seniority 44
31.14 No New Employees 44
*31.15 Failure to Return to Work. 44
ARTICLE 32 - PAY PROVISIONS 44
*32.01 Rates of Pay 44
*32.02 Acting Pay 44
*32.03 In-Training Assignment 45

4129-2696-2758

ARTICLE 33 - INJURY ON DUTY **45**
33.01 Reporting of Injuries 45
33.02 Workers' Compensation 45
ARTICLE 34 – SEASONAL EMPLOYEES **46**
34.01 Application of Agreement 46
*34.02 46
ARTICLE 35 – PART-TIME EMPLOYEES (YEAR ROUND) **51**
ARTICLE 36 - AMENDMENT **51**
ARTICLE 37 - TERM OF AGREEMENT **52**
*37.01 Duration and Renewal 52
37.02 Effective Date of Agreement 52
*37.03 Retroactive Pay for Terminated Employees 52
***DRAFT SCHEDULE "A"** **53**
YEAR-ROUND POSITIONS **53**
***DRAFT SCHEDULE "B"** **54**
SEASONAL POSITIONS **54**

4129-2696-2758

PREAMBLE

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

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

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

(2) Day:
Business Day means Monday through Friday, excluding holidays.

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

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

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

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

(5) "Employer" means Sherbrooke Restoration Commission.

(6) "Holiday" means:

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

4129-2696-2758

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

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

*(8) "Seasonal Employee" means an Employee who works for the Employer on a seasonal basis for more than **twelve (12)** weeks but less than fifty-two (52) weeks in a year and returns in a subsequent season.

(a) **"Season" is the tourism period when the museum interpretive program is open to the public and includes the time before and after when Seasonal Employees are working in their position to prepare the site.**

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

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

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

1.02 Service

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

1.03 Seniority

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

***1.04 Gender**

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 a plural pronoun is used in this Agreement, the same will be constructed as meaning the

plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

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

2.02 No Discrimination for Union Activity

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

2.03 No Discrimination

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any Employee on the basis of the prohibited grounds as set out in the *Human Rights Act* except as authorized by the *Human Rights Act*, or any other law. The Employer and the Union agree that maintaining a workplace and museum visitor experience free of discrimination and discriminatory practices is essential in ensuring optimal levels of organizational and Employee performance and visitor experience.

ARTICLE 3 - APPLICATION

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

ARTICLE 4 – FUTURE LEGISLATION

4.01 Future Legislation

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

4.02 Conflict with Regulations

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

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

5.02 Safety Regulations

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

5.03 Consistent Application

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

5.04 Delegation of Authority

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

***5.05 The Employer endeavours to achieve a positive and respectful workplace for all employees. The organization also recognizes its role as a Government entity of the Province of Nova Scotia and works to ensure that its operations are of the highest quality expected of an organization that is partially funded by Nova Scotians. To that end, the Employer requires all Employees to affirm the Code of Conduct and Ethics. All Employees are required to sign this document, acknowledging an understanding of the contents of the document, and to accept adherence to this Code as a condition of employment.**

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

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

4129-2696-2758

6.02 No Sanction of Strike

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

ARTICLE 7 - UNION INFORMATION

7.01 Bulletin Boards

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

7.02 Distribution of Union Literature

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

ARTICLE 8 - INFORMATION

8.01 Copies of Agreement

The Employer agrees to supply each Employee with a copy of the Agreement within (90) days of the signing unless the Employer and the Union agree otherwise.

8.02 Letter of Appointment

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

8.03 Employer to Acquaint New Employees

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

8.04 Position Descriptions

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

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

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

8.05 Bargaining Unit Information

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

ARTICLE 9 – APPOINTMENT

*9.01 Probationary Appointment

An Employee may be appointed to his/her position on a probationary basis for a period not to exceed twelve (12) **cumulative** months of service **or four calendar years, whichever is less, unless mutually agreed.**

9.02 Confirmation of Permanent Appointment

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

9.03 Termination of Probationary Appointment

The Employer may terminate a probationary appointment at any time.

9.04 Termination Notice

(a) If the employment of an Employee appointed to a position on a probationary basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer shall advise

4129-2696-2758

the Employee in writing not less than ten (10) business days prior to the date of termination.

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

9.05 Pay in Lieu of Termination Notice

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

9.06 Written Reasons for Termination

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

ARTICLE 10 - RE-ASSIGNMENT AND JOB POSTING

***10.01 Re-Assignment**

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

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

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

(d) An Employee who **establishes a right to be accommodated pursuant to the Human Rights Act and who** does not wish to accept a reassignment on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor through the established informal step in the grievance procedure.

10.02 Job Posting

(a) Prior to filling new positions or vacancies by job posting, the Employer may invite Employees within the same position title to submit an expression of interest. Where more than one expression of interest is

4129-2696-2758

received, the position will be filled by the Employee with the greatest length of service.

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

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

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

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

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

ARTICLE 11 - CHECKOFF

11.01 Deduction of Union Dues

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

11.02 Notification of Deduction

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

11.03 Religious Exclusions

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

4129-2696-2758

11.04 Remittance of Union Dues

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

11.05 Liability

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

ARTICLE 12 - STEWARDS

12.01 Recognition

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

12.02 Notification

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

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

12.03 Servicing of Grievances

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

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

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

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

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

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

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

Such permission shall not be unreasonably withheld.

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

Such permission shall not be unreasonably withheld.

13.02 Notification to Employer

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

13.03 Number of Employees Eligible

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

13.04 Contract Negotiations

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

4129-2696-2758

13.05 Grievance Meetings

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

13.06 Adjudication and Joint Consultation

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

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

(b) meeting with management in joint consultation.

***13.07 Union Executive Position**

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), 1st Vice-President, 2nd Vice-President, 3rd Vice-President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with following provisions:

(a) An Employee who declares their intention to offer for a fulltime elected Union Executive position as outlined above, must notify their Deputy Head as soon as possible after declaring their intention to see the position.

(b) An Employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months per term.

(c) All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.

(d) The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the

approve leave of absence. The Union will reimburse the employer within 30 days of being invoiced.

(e) **Upon expiration of their term of office, the President (NSGEU) shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.**

(f) **For positions other than President (NSGEU) upon the expiration of the first term of office, up to thirty-six months in length, if the employee does not seek re-election, the employee shall be reinstated to the position they held immediately prior to the commencement of the approved leave, or in a position mutually agreed upon by the employee and the Employer.**

(g) **For positions other than President (NSGEU), if the employee seeks additional terms of office, another leave(s) of absence will be granted on the above conditions, with the exception of (f). Following the expiration of any additional terms, the employee will be entitled to access the placement or severance provisions as per this Collective Agreement, but not displacement.**

(h) **Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**

ARTICLE 14 - HOURS OF WORK

*14.01 Hours of Work

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

(b) **A Night Watch person shall be regularly scheduled to work a ten (10) hour shift, that will begin at 4pm and end at 2am. Shifts will be scheduled and assigned in blocks of four (4) consecutive shifts. For further clarification, no employee shall be required to work more than ten (10) hours per day or forty (40) hours per week.**

(i) **A Night Watch person will be assigned their work schedule no later than 4 weeks prior to their scheduled shift.**

(ii) **A Night Watch person shall be credited with five (5) hours of leave with pay each year in lieu of a smoothing bank. Such leave will be scheduled by mutual agreement.**

(c) Overtime Exception

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

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

14.02 Flexible Working Hours

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

14.03 Meal Breaks and Rest Periods

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

14.04 Recall from Meal Break and Rest Period

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

14.05 Days Off

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

14.06 Posting of Shift Schedules

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

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

14.07 Exchange of Shifts

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

14.08 Split Shifts

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

*14.09 Headings

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

ARTICLE 15 – OVERTIME

15.01 Definitions

"Overtime" means authorized work in excess of the Employee's regularly scheduled hours of work.

15.02 Overtime Compensation

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

15.03 Allocation and Notice of Overtime

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

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

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

15.04 Overtime Eligibility

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

15.05 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the Employee, and with the approval of the employer, overtime may be granted in the form of time off in lieu at the applicable overtime rate.

ARTICLE 16 - CALL BACK

16.01 Call Back

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

16.02 Call Back Compensation

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

ARTICLE 17 - VACATIONS

17.01 Annual Vacation Entitlement

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

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

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

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

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

17.02 Vacation Year

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

17.03 Authorization

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

17.04 Vacation Scheduling

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

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

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

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

4129-2696-2758

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

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

17.05 Employee Request

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

(a) give the reason for disapproval; and

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

17.06 Unbroken Vacation

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

17.07 Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than fifteen (15) days may, with the consent of the Employer, be carried over to the following year, but shall lapse if not used before the close of that year. Requests for carry over entitlement shall be made in writing by the Employee to the Employer not later than January 31st of the year in which the vacation is earned, provided however that the Employer may accept a shorter period of notice of the request. The Employer shall respond in writing within one (1) calendar month of receiving an Employee's request.

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

17.08 Borrowing of Unearned Vacation Credits

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

17.09 Employee Compensation Upon Separation

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

17.10 Employer Compensation Upon Separation

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

17.11 Vacation Credits Upon Death

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

17.12 Vacation Records

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

17.13 Recall from Vacation

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

17.14 Reimbursement of Expenses upon Recall

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

(a) in proceeding to his/her place of duty; and

(b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave upon completing the assignment for which he/she was recalled.

17.15 Reinstatement of Vacation Upon Recall

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

17.16 Illness During Vacation

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

ARTICLE 18 – HOLIDAYS

*18.01 Paid Holidays

The holidays for Employees shall be:

(a) New Year's Day
(b) Heritage Day
(c) Good Friday
(d) Easter Monday
(e) Victoria Day
(f) Canada Day
(g) Labour Day
***(h) Truth and Reconciliation Day**
(i) Thanksgiving Day
(j) Remembrance Day
(k) Christmas Day
(l) Boxing Day

(m) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Employee is employed, or, where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

(n) one-half (½) day on Christmas Eve Day beginning at 12:00 noon

18.02 Exception

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

18.03 Holiday Falling on a Day of Rest

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

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

18.04 Holiday Coinciding with Paid Leave

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

18.05 Compensation for Work on a Holiday

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

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

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

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

18.06 Exception – Security Section

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

ARTICLE 19 - SPECIAL LEAVE

19.01 Special Leave

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

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

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

*19.02 Bereavement Leave

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

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

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

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

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

(e) **An Employee may defer a portion of their bereavement leave for the purpose of attending a memorial service or burial service held subsequent to the death of the relative. The Employee shall notify**

the Employer of their intention to defer a portion of their bereavement leave upon becoming aware of the need to do so.

19.03 Court Leave

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

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

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

(2) before an adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

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

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

19.04 Jury Compensation

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

19.05 Leave for Medical Emergency

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

19.06 Pregnancy, Parental and Adoption Leave

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

19.07 Leave for Public Office

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

*19.08 Educational Leave

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

19.09 Examination Leave

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

19.10 Leave for Birth of Child/or Adoption

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

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

19.11 Leave for Emergency

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

19.12 Leave for Medical and Dental Appointments

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

19.13 Military Leave

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

*19.14 Compassionate Care Leave

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

*ARTICLE 20 – GROUP INSURANCE, HEALTH, AND LTD PLANS

The Employer will continue to participate in the provision of group life and medical plans, on the **that the Employer shall pay 100% of the premium costs per member for Group life and Medical Benefits.**

The Union will be consulted about any changes that will increase the cost of the premium to the Employees of this bargaining unit, or will decrease their existing benefits prior to implementation.

In the event of a proposed rate or coverage change from the carrier, the union will be consulted prior to direction being provided to toe carrier.

If the Employer wishes to make changes that do not increase cost or reduce coverage to the members of the bargaining unit, consultation is not required but is encouraged.

The Employer will continue to participate in the provisions of an LTD plan on the same basis as prior to this agreement. i.e. the Employee will pay 100% of the premium costs.

ARTICLE 21 - SICK LEAVE

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

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

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

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

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

(c) has the necessary sick leave credits.

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

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

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

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

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

21.09 Sick Leave Bank

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

21.10 Paid Sick Leave

An Employee may be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury, provided that he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided he/she has the necessary sick leave credits.

21.11 Unpaid Sick Leave

An Employee may be granted sick leave without pay when he/she is unable to perform his/her duties because of illness or injury, provided he/she satisfies the

Employer of this condition in such manner and at such time as may be determined by the Employer, when he/she has exhausted his/her sick leave bank.

21.12 Proof of Illness

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

21.13 Workers' Compensation

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

21.14 Alternate Medical Practitioner

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

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

22.01 Employee Performance Review

When a formal review of an Employee's performance is made, the Employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the Employee is to receive a signed copy to indicate that its contents have been read. An Employee shall be entitled to a minimum of two (2) work days to review the performance review prior to providing any response to the Employer, verbally or in writing, with respect to the evaluation.

*22.02 Record of Disciplinary Action

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

(b) Notice of a disciplinary action which may have been placed on the personal file of an Employee shall be destroyed after **three (3)** years have

elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01 Just Cause

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

23.02 Notification

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

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

23.03 Grievances

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

23.04 Reinstatement

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

ARTICLE 24 - NOTICE OF RESIGNATION

24.01 Notice of Resignation

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

24.02 Absence Without Permission

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

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

24.03 Withdrawal of Resignation

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

24.04 Failure to Give Notice

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

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 Grievances

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

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

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

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

25.02 Union Approval

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

25.03 Grievance Procedure

The following grievance procedure shall apply:

Step 1

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

Step 2

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

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

4129-2696-2758

arbitration shall resume at the point in the process where the dispute was before referral to mediation.

Step 3

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

25.04 Decision by Employer

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

25.05 Union Referral to Arbitration

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

25.06 Union Representation

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

25.07 Time Limits

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

25.08 Amending of Time Limits

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

25.09 Policy Grievance

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

25.10 Sexual Harassment

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

ARTICLE 26 – ARBITRATION

26.01 Notification

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

26.02 Referral to Arbitration

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

26.03 Regular Arbitration Procedure

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

(b) Arbitration Board
If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within ten (10) calendar days of notice of arbitration in accordance with Article 26.01. Should the appointed members fail to agree upon the

appointment of a chair within ten (10) calendar days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

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

26.04 Arbitration Award

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

26.05 Arbitration Expenses

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

ARTICLE 27 - JOINT CONSULTATION

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

ARTICLE 28 - TRAVEL

28.01 Mileage Allowance

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

***28.02 Other Expenses**

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

(b) In addition to (a) above, where an Employee is traveling on the Employer's business and overnight commercial accommodations have been

authorized and used, the Employee will be reimbursed an allowance of **ten** dollars (**$10.00**) per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

28.03 Meal Allowances

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

28.04 Private Accommodation

Where the Employee is required to be away overnight on the Employer's business and his/her supervisor has authorized the use of private overnight accommodations, the Employee may be reimbursed to a maximum of **$40.00** per night.

ARTICLE 29 – PENSION

29.01 Employees shall be covered by the provisions of the Nova Scotia Public Service Superannuation Plan as amended from time to time.

ARTICLE 30 - SAFETY AND HEALTH

30.01 Safety and Health Provisions

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

30.02 Occupational Health and Safety Act

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

***30.03 Professional Development / Training**

The Employer shall provide a minimum of eight (8) hours of mandatory professional development and/or training in each year of the Agreement. The details of the professional development and/or training shall be discussed and agreed to by the Labor Management Committee. Professional development / training may include but is not limited to the following: a review of the safety procedures for the museum, first aid and emergency training, review of JOSH policies and procedures, review of WCB accident reporting , review of right to refuse unsafe work, violence, harassment and discrimination in the workplace policies.

30.04 First Aid Kits

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

30.05 Safety Equipment

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

30.06 Right to Refuse Work

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

ARTICLE 31 - JOB SECURITY

31.01 Layoff

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

31.02 Introduction

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

31.03 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this

period, the parties will meet to discuss the steps to be taken to assist Employees who could be affected.

31.04 Training and Retraining

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

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

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

31.05 Application

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

31.06 Union Consultation

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

31.07 Employee Placement Rights

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

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

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

At each of the foregoing steps, all applicable vacancies shall be identified and the Employee shall be assigned to the position of her choice, subject to consideration of the provisions herein. If there is

more than one Employee affected, their order of preference shall be determined by their order of seniority.

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

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

31.08 Layoff Procedure

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

31.09 Notice of Layoff

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

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

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

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

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

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

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

31.10 Pay in Lieu of Notice

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

*31.11 Recall Procedures

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

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

(c) The Employer shall give notice of recall by **electronic mail or telephone.** Employees are responsible for keeping the Employer informed of their current **contact information**.

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

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

31.12 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts for more than twenty-four (24) consecutive months without recall.

31.13 Loss of Seniority

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

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

(b) the Employee resigns;

(c) the Employee is laid off for more than twenty-four (24) consecutive months without recall;

31.14 No New Employees

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

*31.15 Failure to Return to Work.

This section applies to an Employee who fails to return to work on the day of recall and fails to provide medical documentation to support sickness or medical disability or another reason to the satisfaction of the Employer on or before the day of recall. The Employee will be provided final notice by registered mail or hand delivery that they have been deemed to have resigned effective the day of recall unless they return to work within 7 calendar days of the date the final notice was sent.

ARTICLE 32 - PAY PROVISIONS

*32.01 Rates of Pay

a. This agreement provides for pay rates and pay rate adjustments for position titles in Schedule "A" and Schedule "B" as follows:

April 1, 2022 – pay rate increase of 3%
April 1, 2023 – pay rate increase of 1.5%
March 31, 2024 – pay rate increase of .5%

*32.02 Acting Pay

Where an Employee is designated to perform for a temporary period for three (3) or more consecutive days the principal duties of a higher paying

position in the absence or vacancy of a designated Employee, he/she shall receive acting pay, including the three (3) work days, equivalent to 10% higher than her/his existing rate of pay, provided that in no case shall the rate for the period exceed the rate of the higher paying position.

i. Principal duties for an Artisan is defined as where the Heritage Interpreters or Assistant Artisans creates the Artisan's product or craft while also providing an interpretation of visitors.

ii. The Employer may define principal duties of other classifications.

***32.03 In-Training Assignment**

An Employee may submit a request to the Employer for an in-training assignment to another classification for a period of one(1) to three(3) consecutive days. Based on operational requirements, the Employer will endeavor to accommodate the Employee's request. Mutual agreement shall be required for in-training assignment longer than 3 consecutive days.

ARTICLE 33 - INJURY ON DUTY

33.01 Reporting of Injuries

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

33.02 Workers' Compensation

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

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

3. Where an Employee is unable to work as a result of an injury on duty and where permitted by the *Workers' Compensation Act*:

    a. the Employer shall pay to the Employee his/her full wages on the day of the injury;

b. for year-round Employees, the employer will continue to pay the employer's portion of the pension plan contributions as well as the group medical and life insurance benefit premiums during the period the Employee is on leave without pay status and receiving worker's compensation benefits, where the plans permit and provided that the Employee continues to pay the Employee portion of such benefits. The absent Employee will provide the employer with post-dated cheque by the 15th of each month to cover the Employees cost of the benefits for the ensuing months during his/her absence.

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

ARTICLE 34 – SEASONAL EMPLOYEES

34.01 Application of Agreement

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

Article 15 – Overtime
Article 17 – Vacations
Article 18 – Holidays
Article 19 – Special Leave
Article 20 – Group Insurance, Health, and LTD Plans
Article 21 – Sick Leave
Article 29 – Pension
Article 31 – Job Security
Article 35 – Part-time Employment

*34.02

The following provisions apply to seasonal Employees only:

1. **Overtime**

(a) An Employee who performs authorized work in excess of their regularly scheduled hours of work, shall be entitled to overtime compensation for each hour of overtime worked.

(b) Notwithstanding Article 34.01, Articles 15.01, 15.02, 15.03 and 15.04 of the collective agreement apply.

(c) The form of compensation for all overtime hours worked shall be pay at the rate of 1.5 times the Employee's regular hourly rate of pay. Compensation for overtime shall be paid, except where, upon request of the Employee, overtime may be granted in the form of

4129-2696-2758

time off in lieu at the applicable overtime rate. In circumstances where an Employee has entitlement to 3.5 hours or more of time off in lieu of overtime hours worked, scheduling of time off will not normally be granted for a period of less than 3.5 hours.

2. **Vacation Pay**

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

3. **Holidays**

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

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

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

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

4. **Special Leave**

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

(a) Article 19.01 Special Leave
(b) Article 19.02 Bereavement Leave
(c) Article 19.03 Court Leave
(d) Article 19.04 Jury Compensation
(e) Article 19.06 Pregnancy, Parental and Adoption Leave
(f) Article 19.07 Leave for Public Office
(g) Article 19.08 Educational Leave
(h) Article 19.09 Examination Leave
(i) Article 19.10 Leave for Birth of Child/or Adoption
(j) Article 19.13 Military Leave
(k) Article 19.14 Compassionate Care Leave

4129-2696-2758

*5. **Layoff**

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

(i) **When an Employee is laid off, the Employer shall indicate the expected start date of the Employee for the following season on the Employee's record of employment (ROE)**

(b) The Employer will provide ten (10) **Calendar** ~~work~~ days' notice of layoff **or pay in lieu of notice**

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

*Seasonal Layoff and Recall

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

(ii) **The Employer shall give notice of recall by electronic mail or telephone. Employees are responsible for keeping the Employer informed of their current contact information.**

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

(iv) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned, Employees placed on the Seasonal Recall List shall be recalled by order of seniority to any job with the same position title for which the Employee is deemed to be qualified.

(v) Subject to operational requirements and an Employee being determined qualified under (ii) above, Seasonal Employees will be recalled to their same position title held the previous season by order of seniority.

(vi) **An Employee recalled from the seasonal recall list for the Season shall indicate their acceptance or refusal of return to the services of the employer by email or in writing within fourteen (14) calendar days after notice of recall is sent, unless**

on reasonable grounds, they are unable to do so. An Employee that responds with a refusal to accept recall lor that fails to provide the Employer with a response accepting the recall within the timeframe shall be considered to have refused recall. A refusal of recall shall be deemed to be a resignation.

(vii) **Section 31.15 applies to Seasonal Employees who have accepted a recall from the seasonal recall list for the Season.**

(viii) **When a position has been determined to be redundant, the Employer and the Union will consult as soon as reasonably possibly to determine whether other vacant seasonal positions may be available. Where there is more than one effected employee of equal merit, selection for a vacancy in a seasonal position will be determined by seniority.**

5 a. Employment beyond the Season

Employees may be request to work beyond the Season. Subject to considerations of ability, experience, qualifications or where the Employer establishes that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned, Employees shall be requested to work beyond the Season by order of seniority to any job with the same position title for which the Employee is deemed to be qualified

The Employer shall give seven (7) days notice of work beyond the Season by electronic mail or telephone. Employees are responsible for keeping the Employer informed of the current contact information.

An Employee that responds with the refusal to accept this work or that fails to provide the Employer with a response accepting the working withing forty-eight (48) hours shall be considered to have refused this work. An Employee's refusal to accept work beyond the season does not prejudice the right of any future recalls.

6. **Sick Leave**

Each seasonal Employee will be credited with three (3) days of paid sick leave at the commencement of the season, pro-rated for those who commence work after the season has commenced. The Employee may be granted sick leave with pay for up to a maximum of three (3) days with pay per season, when he/she is unable to perform his/her duties because of illness or injury, provided that he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer. **Additional sick leave will be provided at the rate of 1 work day for every 4 weeks to those Employees who work a minimum of one month after the Season ends.**

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

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

*7. **Medical and Dental Appointments**

An Employee shall be allowed paid leave of up to two (2) work days per season to engage in personal preventative medical and dental care. Such leave shall be deducted from the Employee's sick leave entitlement, and if no such leave remains, the Employer will consider requests for such leave on a without pay basis. **An Employee may be required to provide documentation in accordance with Article 21.12 (Proof of Illness)**

*8. **Leave for Medical Emergency**

An Employee **shall** be granted one (1) day leave with pay per season as a result of hospitalization of a**n immediate** family member. **Immediate family is defined in section 19.02(a). An Employee may be required to provide documentation in accordance with Article 21.12 (Proof of Illness) or other acceptable documentation to the satisfaction of the Employer.**

*9. **Leave for Emergency**

An Employee **shall** be granted up to one (1) day leave of absence per season for a critical condition which requires his/her personal attention resulting from emergency which cannot be provided by others, or, attended to by the Employee at a time when he/she is normally off duty. **An Employee may be required to provide documentation in accordance with Article 21.12 (Proof of Illness) or other acceptable documentation to the satisfaction of the Employer.**

10. Pay in Lieu of Benefits

A Seasonal Employee shall receive an additional two percent (2%) of their straight time pay in lieu of benefits under this Agreement. This shall be paid to the Seasonal Employee with each bi-weekly pay.

11. **Part-time Employment**

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

ARTICLE 35 – PART-TIME EMPLOYEES (YEAR ROUND)

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

(b) For the purpose of earning entitlement to a benefit (vacation increment, length of probation, etc.), a year round part-time Employee will accrue a month of service for each month worked, except for
months when he/she is on leave without pay for in excess of ½ of their regularly scheduled hours in a month.

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

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

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

(f) Year-round part-time Employees will be covered by the provisions of the Nova Scotia Public Service Superannuation Plan for Employees.

ARTICLE 36 - AMENDMENT

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

4129-2696-2758

ARTICLE 37 - TERM OF AGREEMENT

*37.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from **April 1, 2022 to March 31, 2024** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

37.02 Effective Date of Agreement

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

*37.03 Retroactive Pay for Terminated Employees

Employees who have left their employment in the bargaining unit between **April 1, 2022**, and the signing date shall be entitled to full retroactivity of any applicable wage increase. Such Employees shall be given written notice by registered mail sent by the Employer to the Employee's last known address given to the Employer, that the Employee has sixty (60) calendar days in which to claim any retroactive payment.

4129-2696-2758

*DRAFT SCHEDULE "A"
YEAR-ROUND POSITIONS

SCHEDULE "A" YEAR-ROUND POSITIONS							
	March 31, 2022		April 01, 2022		April 01, 2023		March 31, 2024
	Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr
	0.5 %		3.0%		1.5%		0.5%
Visitor Service Manager	$26.27		$27.06		$27.46		$27.60
Heritage Learning Centre and Events Manager	$24.70		$25.44		$25.82		$25.95
Maintenance Worker	$22.08		$22.74		$23.08		$23.20
Woodworking shop Supervisor	$23.17		$23.87		$24.23		$24.35
Woodworking Assistant	$20.74		$21.36		$21.68		$21.79
Weaver	$21.03		$21.66		$21.99		$22.10
Woodturner	$21.03		$21.66		$21.99		$22.10
Security Officer	$18.66		$19.22		$19.51		$19.61

*DRAFT SCHEDULE "B"
SEASONAL POSITIONS

SCHEDULE "B" SEASONAL POSITIONS							
	March 31, 2022		April 01, 2022		April 01, 2023		March 31, 2024
	Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr
	0.5 %		3.0%		1.5%		0.5%
Supervisor of Interpretation	22.90		$23.59		$23.94		$24.06
Supervisor of Interpretation (Living History Group)	22.79		$23.47		$23.83		$23.94
Supervisor of Interpretations (Hands on History Group)	22.79		$23.47		$23.83		$23.94
Wardrobe Supervisor	21.35		$21.99		$22.32		$22.43
Curator of Cultural Resources	21.35		$21.99		$22.32		$22.43
Farm Program Supervisor	19.60		$20.19		$20.49		$20.59
Tea Room Supervisor	19.60		$20.19		$20.49		$20.59

SCHEDULE "B" SEASONAL POSITIONS							
	March 31, 2022		April 01, 2022		April 01, 2023		March 31, 2024
	Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr
Carpenter	20.74		$21.36		$21.68		$21.79
Carpenter Assistant	18.70		$19.26		$19.55		$19.65
Potter	21.03		$21.66		$21.99		$22.10
Ambrotype Photographer	21.03		$21.66		$21.99		$22.10
Blacksmith	21.03		$21.66		$21.99		$22.10
Woodturner Assistant	19.14		$19.71		$20.01		$20.11
Blacksmith Assistant	19.14		$19.71		$20.01		$20.11
Printer/Binder	21.03		$21.66		$21.99		$22.10
Weaver Assistant	19.14		$19.71		$20.01		$20.11
Potter Assistant	19.14		$19.71		$20.01		$20.11
Sawmill Operator	19.18		$19.76		$20.05		$20.15
Administrative Assistant	19.84		$20.44		$20.74		$20.85
Receptionist / Clerk	17.18		$17.70		$17.96		$18.05

SCHEDULE "B" SEASONAL POSITIONS							
	March 31, 2022		April 01, 2022		April 01, 2023		March 31, 2024
	Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr		Rate of Pay/hr
Retail & Admission Clerk	17.18		$17.70		$17.96		$18.05
Festivals & learning Workshops Assistant	17.36		$17.88		$18.15		$18.24
Wardrobe Fabricator	19.84		$20.44		$20.74		$20.85
Wardrobe Assistant	17.18		$17.70		$17.96		$18.05
Senior Interpreter	18.97		$19.54		$19.83		$19.93
Interpreter (living)	17.18		$17.70		$17.96		$18.05
Interpreter (Hands on History)	17.18		$17.70		$17.96		$18.05
Interpreter (Tea Room Server)	15.76		$16.23		$16.48		$16.56
Farmer Assistant	18.34		$18.89		$19.17		$19.27
Grounds Keeper	18.34		$18.89		$19.17		$19.27
Gardener	18.34		$18.89		$19.17		$19.27
Cook	16.77		$17.27		$17.53		$17.62

IN WITNESS WHEREOF, the parties hereto have signed this Collective Agreement this 24 day of March, 2023.

Signed on behalf of the

SHERBROOKE RESTORATION COMMISSION

Chairperson/Board Member

Board Member
Sherbrooke Restoration Commission

Board Member
Sherbrooke Restoration Commission

Signed on behalf of the

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION LOCAL 50

President, NSGEU

Chief Negotiator, NSGEU

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member