

# **Collective Agreement**

**Between**

**Shannex RLC Limited, carrying on business at KINROSS HALL,  
LEWIS HALL, 122 Baker Drive, Dartmouth, Nova Scotia**

**AND**

**CUPE – LOCAL 5332**

**Term: December 1, 2023 – November 30, 2027**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to:

- (a) Outline the terms and conditions of employment;
- (b) Promote and maintain harmonious relationships between the Employer and all Employees;
- (c) Provide an amicable method of preventing and settling differences which may arise from time to time; and
- (d) Provide for the carrying on of the Employer's business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of Employees.

## **ARTICLE 2 – DEFINITIONS AND GENERAL**

2.01

- (a) "Casual Employee" means a person who works "on-call" or on an "as-needed basis" but is not regularly scheduled. Casual Employees are not members of the bargaining unit.
- (a) "Employer" or "Kinross Hall" or "Lewis Hall" means Parkland at the Lakes Limited, carrying on business as Kinross Hall and Lewis Hall, Dartmouth, Nova Scotia.
- (b) "Employee" means a Full-Time or Part-Time Employee in the Bargaining Unit as described in Article 3.
- (c) "Full time Employee" is an employee in the bargaining unit who is regularly scheduled to work on a full-time basis and who would normally average eighty (80) hours scheduled bi-weekly over a schedule cycle.
- (d) "Part-Time Employee" means an Employee in the Bargaining Unit who is employed on a regular basis, but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee.
- (e) "Probationary Period" means the first six hundred (600) hours of employment as an employee in the bargaining unit, excluding orientation hours.
- (f) "Regular Hours Paid" includes regular hours worked, vacation hours paid, paid holidays, but excludes overtime, hours worked as a Casual Employee and any time on Workers' Compensation.

- (g) "Temporary Position" is a full-time or part-time position for a designated period in excess of ten (10) weeks but not exceeding one (1) year, subject to extension with the consent of the Union, which consent will not be unreasonably denied. A Temporary Position may be terminated at any time, Full-Time and Part-Time Employees who accept a Temporary Position will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the Temporary Position.
  - (h) "Working Day" means Monday to Friday (inclusive) but excluding the general holidays referred to in article 18.
  - (i) "Spouse" means a person to whom an Employee is married, or with whom the Employee is living in a conjugal relationship of at least one year in duration and includes a person of the same or opposite sex. A conjugal relationship requires common co-habitation and representation in the community of a marital relationship. The term "spouse" also includes the term "partner" if the relationship meets the requirements of the sub-article.
  - (j) "Union" means the Canadian Union of Public Employees, Local 5332.
- 2.02 "Gender Neutral" The Employer and the Union support the right to gender expression therefore, the provisions of the Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Wherever the singular or plural is used in this Agreement the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

### **ARTICLE 3 – UNION RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of Parkland at the Lakes carrying on business at Kinross Hall and Lewis Hall, Phase 2, Dartmouth, Nova Scotia excluding the General Manager, Managers, Coordinators, Supervisors and those above the rank of Supervisor, those employees covered by another certification order or collective agreement and those persons excluded by Paragraph (a) of Subsection (2) of Section 2 of the Trade Union Act.
- 3.02 Non-bargaining unit employees shall not perform jobs in the bargaining unit except in cases mutually agreed upon by the parties or where it does not cause undue hardship such as causing bargaining unit employees to be laid off or have their scheduled hours of work reduced.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 It shall be the exclusive right of the Employer to manage the business and operation in all respects including, but not restricted to:
- (a) Operate and manage the business and operations of the Employer and all Employees and establish standards and procedures for the service, care, safety, welfare and comfort of residents of the Employer.
  - (b) Maintain order and efficiency and to make or alter rules and regulations to be observed by Employees; and
  - (c) Select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline Employees.
- 4.02 The Employer agrees that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights which will conflict with any provisions of this Agreement.
- 4.03 The Employer agrees that management rights will not be exercised in a manner contrary to the express provisions of this Agreement.
- 4.04 The provisions of this Agreement may be waived only by written agreement of the parties. No Employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or Supervisors which is contrary to the terms of this Agreement.

## **ARTICLE 5 – DUES, DEDUCTIONS AND UNION SECURITY**

- 5.01 The Employer shall deduct from the earnings of each Employee from the first hour of employment any dues, or assessments levied by the Union on its members.
- 5.02 The Union must advise the Employer in writing of the amount of regular monthly dues.
- 5.03 Deductions shall be made from each payroll and shall be forwarded to the national Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent, Ottawa, Ontario, K1G 0Z7, by electronic funds transfer not later than the 15<sup>th</sup> of the month following the month for which such deductions were made, accompanied by a list of names, addresses, telephone numbers and classifications of employees from whose wages the deductions have been made. It is the sole responsibility of the employee to maintain up to date contact information.
- 5.04 The Union will save the Employer harmless from any claims that may arise from any deductions from wages in respect of deductions or monthly assessment or any action taken at the request of the Union.

- 5.05 At the same time Income Tax (T-4) slips are made available, the Employer shall show on such slips the amount of Union dues paid by each Union member in the previous year.
- 5.06 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Deductions.
- 5.07 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefit and duties of Union membership. The time for this presentation will be a maximum of one-half (1/2) hour and there shall be no loss of regular pay.
- 5.08 The Employer shall advise the Recording Secretary of the Union by email of all new appointments, promotions, lay-offs, transfers, termination, resignations, retirements, or deaths of its Employees, on a monthly basis.
- 5.09 Technological Change – Advance Notice: The Employer will provide the Union with as much notice as reasonably possible before the introduction of any new methods of operation which adversely affect the hours of work of Full-Time Employees or Part Time Employees.

## **ARTICLE 6 – CORRESPONDENCE AND UNION REPRESENTATION**

- 6.01 All correspondence between the parties, arising out of this Collective Agreement shall pass to and from the General Manager or designate and the Recording Secretary of the Union. A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to discipline or leave of absence shall be forwarded to the Recording Secretary of the Union. A representative of the Union shall be given an opportunity to speak to new Employees for the purposes of acquainting them with the benefits and duties of Union membership.
- 6.02 The Employer agrees to allow a National Representative from CUPE access to the premises provided the Union first obtains permission from the General Manager; such permission will not be unreasonably withheld. Where possible any such requests to access the premises will be made by the Union at least twenty-four (24) hours in advance.
- 6.03 The Employer shall provide a Bulletin Board at the work site upon which the Union may post notices of meetings, workshops, and other similar Union Information.

## **ARTICLE 7 – DISCRIMINATION/ANTI-HARASSMENT**

- 7.01 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful

interactions and is free from discrimination, harassment and aggression on the basis of grounds protected by *Human Rights Act (Nova Scotia)*.

- 7.02 The Employer agrees that there will be no discrimination by reason of Union membership or activity.
- 7.03 The Employer and the Union agrees to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 7.04 The Employer shall post its policy on Respectful Workplace and Anti-Harassment. Employees have the right to work in a respectful workplace free from disrespectful behaviour, discrimination, and harassment. All employees are expected to uphold and abide by this policy. Disrespectful behavior, discrimination or harassment will be reported to the direct Supervisor or another member of the management team if the employee chooses.
- 7.05 Employees will maintain confidentiality related to the investigation process, cooperate with Respectful Workplace and Anti-harassment processes as required (including investigations) and complete mandatory Respectful Workplace and Anti-harassment training.
- 7.06 Where a complaint has been laid against an employee under this Article, the Employee and any Union members interviewed as witnesses may have a Union Representative present, if so desired, during any investigation meeting.

## **ARTICLE 8 – LABOUR MANAGEMENT/ BARGAINING RELATIONS**

- 8.01 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.
- 8.02 Where operational requirements permit, and on reasonable notice, the Employer shall grant leave without loss of regular pay for up to three (3) representatives of the bargaining unit for a maximum of three (3) days for the purpose of attending direct contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld. Union caucus meetings are not covered by this provision.

8.03 The Employer shall make available to the Union, on request, the following bargaining unit information required for collective bargaining purposes: Canadian Union of Public Employee wage rates, job descriptions and benefit plans.

8.04

- (a) A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. At least one representative from each of Kinross and Lewis Hall. The Union or the Employer may have the right at any time to have the assistance of a representative of the Employer or of the Canadian Union of Public Employees. Such representatives shall not count towards the maximum of three (3) members of the Union on the Labour Management Committee.
- (b) Meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the committee.
- (c) Employee representatives shall not incur any loss of pay for time spent at meetings of the Committee.
- (d) The Committee shall concern itself with matters of the following general nature:
  - i. identification and resolution of common problems;
  - ii. the facilitation of communications between Employees and the Employer; and
  - iii. Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

The Committee shall not have any jurisdiction over salary or any term or condition of employment. The Committee may make recommendations to the Employer with respect to its discussions and conclusions but cannot bind the Employer to any decision or conclusion reached.

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

## **ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE**

9.01 Definition of a Grievance - A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application, administration or violation of this Collective Agreement.

- 9.02 Recognition of Union Stewards & Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer recognizes the rights and duties of a Union-appointed Grievance Committee and Union Stewards. The Union Grievance Committee shall have the responsibility to deal with complaints and grievances.
- 9.03 Names of Stewards – The Union shall elect or appoint Union Stewards who shall assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedures. The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward. The Employer shall be required to recognize them.
- 9.04 An employee who is designated by the Union shall be allowed a reasonable amount of time, without loss of pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to this Agreement. Such representatives must request and must obtain permission from their immediate Supervisor prior to leaving the employee's work and report back to the Supervisor upon return; such permission shall not be unreasonably withheld.
- 9.05 Deviation from Grievance Procedure - After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee unless a steward or designate is present. This is only applicable at a Step 2 or Step 3 meeting.
- 9.06 Replies in Writing - Replies to grievances shall be in writing at all stages. The Union shall clearly identify in its grievance the clauses of the Collective Agreement that it is alleging have been violated.
- 9.07 Mutually Agreed Changes – Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 9.08 Policy Grievance – It is agreed that in the case of any general allegation by the Union that the Employer has violated this Agreement in a manner that affects broad principles, rather than specific individuals, the Union may present the grievance, in writing, directly to the General Manager (or designate). Subsequent action will be governed by Step 2 of the normal grievance procedure.
- 9.09 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. The Employer shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Employer in writing within ten (10) working days from the time the circumstances upon which the grievance is based were known, or reasonably ought to have been known by the Grievor or the Union, as the case may be.

9.10 Should a difference or dispute arising out of the interpretation, application or administration of this Agreement arise during the term of this Agreement, such dispute will be resolved in the following manner:

- (a) Informal Dispute Resolution: An Employee shall first discuss the matter with the Employee's immediate Supervisor no later than five (5) working days after the date on which the Employee became aware of the action or circumstances. The Employee may have a Union representative present if so desired; and the Supervisor shall provide a response in writing within five (5) working days of the discussion.
- (b) Step 1: If the Employee is not satisfied with the decision of the Supervisor, the Employee may, within seven (7) working days of receiving the decision of the Supervisor, present the grievance in writing to the Manager. The Manager shall give a decision within seven (7) working days.
- (c) Step 2: Should the decision of the Manager (or designate) not be acceptable to the Employee, the grievance shall be referred to the General Manager (or designate) within seven (7) working days from the receipt of the decision of the Manager at Step One. The General Manager (or designate) shall convene a meeting with the Employee and the Union Representative within five (5) working days following receipt of the grievance. The General Manager (or designate) shall render a decision in writing within seven (7) working days from the date of the meeting.

If the decision is unsatisfactory to the Employee or the Union. The Union may refer the grievance to arbitration by notice in writing within ten (10) working days from the date of the receipt of the decision at Step **Two (2)**.

9.11 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Employer shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) working days, either party may request that the Minister of Labour appoint the arbitrator.

9.12 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.

9.13 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged by the Employer for just cause, the Arbitrator has power to substitute for the discharge or

discipline any other penalty that to the Arbitrator seems just and equitable in the circumstances.

- 9.14 Mediation may be used as an additional or an alternative process to arbitration with the mutual agreement of the Union and the Employer.
- 9.15 For the purpose of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 9.16 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement in writing between the parties.
- 9.17 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any written statement regarding non-work-related issues against any member of the Union by another member of the Union shall not be used in grievances, arbitration or any other matter, excepting accident matters, that could be detrimental to Employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 9.18 Where the Union alleges that the Employee has been discharged contrary to Article 10, or where the grievance concerns layoff, recall or alleged harassment, the Union may initiate a grievance at Step 2 of the Grievance Procedure.
- 9.19 Right to Union Representation: At any meeting that may occur during the grievance procedure, the Employee shall have the right to have a Union representative present.
- 9.20 Employer Grievance: The Employer may institute a grievance by delivering, no later than ten (10) Working Days after the date on which the Employer became aware of the action or circumstances, a written grievance to the President of the Union (or designate) and the President of the Union shall answer such grievance within fifteen (15) Working Days. If the answer is not acceptable to the Employer, the Employer may, within thirty (30) Working Days from the date the President of the Union gives their answer, refer the dispute to arbitration by giving a written notice to the Union.

## **ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 10.01 No Employee shall be disciplined, suspended or discharged without just cause.
- 10.02 Reasons for Suspension or Termination - In the event that an Employee is suspended or discharged, the Employee shall be notified in writing of the reasons

at the time of suspension or discharge. A copy of these communications with employees will be sent to the Recording Secretary of the Union.

- 10.03 Notice of Discipline to Union - Whenever the Employer deems it necessary to discipline an Employee in a manner indicating that dismissal may follow any further infraction, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such discipline to the Recording Secretary of the Union, with a copy to the Employee involved.
- 10.04 An Employee is entitled to have a Union steward or representative present when an Employee is being disciplined by the Employer. The Employer shall make the Employee aware of this right.
- 10.05 Except for discipline relating to residents, the disciplinary record of an Employee shall not be used against them at any time after twenty-four (24) months following disciplinary action provided there have been no other suspensions or disciplinary actions during that twenty-four (24) month period.
- 10.06 The Employer will maintain an electronic personnel file for all Employees. Employees have access to their personnel file through the Employee Access Portal.
- 10.07 The Employer will not introduce in any hearing relative to a disciplinary action, any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of filing.

## **ARTICLE 11 – PROBATIONARY PERIOD/ RESIGNATION**

### 11.01

- (a) The first six hundred (600) hours of employment as an Employee holding a Full-Time, or Part-Time position, excluding orientation hours, shall be considered as the Probationary Period.
- (b) The employment of a probationary Employee may be terminated at any time during the Probationary Period.
- (c) All of the terms of this Agreement, except for Articles 9 and 10, shall apply to Probationary Employees.

- 11.02 If an Employee desires to terminate employment, the Employee shall forward a letter of resignation to the Employer not less than two (2) weeks prior to the

effective date of termination provided, however, the Employer may accept a shorter period of notice.

## ARTICLE 12 – SENIORITY

### 12.01

- (a) Definition of Seniority - Seniority is defined as the length of continuous employment in the bargaining unit as a Part-time and/or Full-time Employee. Seniority shall include the period of continuous Employment with the Employer prior to the date of certification for Employees in a part-time and/or full-time position on the date of certification.
- (b) Seniority shall be used in determining preference for lay-off and permanent reduction of the workforce, as set out in accordance with other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.
- (c) Seniority shall be used in determining eligibility for promotion, transfer, and recall, as set out in accordance with other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

### 12.02

- (a) A seniority list of all bargaining unit members shall be prepared and posted **electronically** in January of each year and a copy will be provided to the Recording Secretary of the Union.
- (b) Within the thirty (30) days following a posting of the seniority list, an Employee in disagreement with their seniority thereon must indicate their disagreement in writing to their Supervisor. Within five (5) working days following, the Supervisor shall respond to the Employee in respect of the problem raised. Failing satisfactory response, or in the absence of a response, the Employee may submit a grievance at Step two (2) in accordance with the provisions of Article 10 Grievance Procedure, starting from the date the Supervisor gave or should have given their response.
- (c) In the event that more than one (1) Employee commences work on the same date and at the same hour, the Employees so affected will have their seniority determined by a draw in the presence of the affected Employees and a Union representative. The results of such draw will be acknowledged in writing and signed off by the Employer, Employees and Union.

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

- (a) if an Employee is discharged for just cause and is not reinstated;

- (b) if an Employee voluntarily resigns and does not rescind within twenty-four (24) hours;
- (c) if an Employee is absent for more than three (3) consecutive scheduled working days without a reasonable excuse;
- (d) if an Employee fails to report to work at the expiration of a leave of absence or maternity leave unless the Employee has advised the Employer of their inability to return to work with a reasonable excuse;
- (e) if after receiving notice of recall from a layoff, the Employee has failed to notify the Employer as to whether or not they will accept the recall within seven (7) calendar days;
- (f) if an Employee transfers out of Kinross Hall and Lewis Hall for more than twelve (12) months;
- (g) if an Employee is laid off for twelve (12) consecutive months; or
- (h) if an Employee retires.

## **ARTICLE 13 – LAYOFF AND RECALL**

13.01 Definition of a lay-off - A lay-off shall be defined as a reduction in the work of a Full-Time Employee or a Part-Time Employee as defined in this Agreement.

### 13.02 Notification and Notice of Lay-off

- (a) The Union executive shall be notified of all lay-offs.
- (b) The Employer shall endeavour to provide seven (7) days written notice of layoff to affected Employees except layoff which results from labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.

13.03 In the event of a layoff, Employees shall be laid off in reverse order of seniority by classification.

13.04 Employees on layoff shall be recalled in order of seniority when work becomes available provided they have the qualifications and ability to perform the work that is available.

13.05 Notwithstanding 13.01 and 13.03, Employees may not benefit from a layoff; e.g., a Part-Time Employee may not displace a Full-Time Employee, however a Full-

Time Employee may displace a Part-Time Employee provided there are no Full-Time positions available as a result of the layoff.

- 13.06 No employee outside the bargaining unit shall be employed as a Full-time Employee until all those Full-time Employees off work as a result of a layoff have been given an opportunity for recall. An employee who is on layoff may indicate their availability to work relief shifts. Working relief shifts shall not affect an employee's recall rights nor shall it constitute a recall.
- 13.07 Employees are responsible for leaving their contact information (current address, telephone number and/or email) with the Employer. Employees are expected to be available for work as soon as is reasonably possible after recall.
- 13.08 Employees who are on layoff will not be required to work more than their pre-layoff hours in the event of a recall.

#### **ARTICLE 14 – JOB POSTING**

- 14.01 When a Full-Time or Part-Time position is created, or a Full-Time or a Part-Time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than 10 weeks) the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days.
- 14.02 Each posting shall include the classification, minimum qualifications, required education, and whether the position is permanent or temporary. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 14.03 If an Employee is interested in applying, an application, in writing, must be submitted in accordance with the job posting.
- 14.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Employer to be relatively equal in their ability, skills, qualifications and demonstrated work performance to perform the required duties of the position.
- 14.05 No applications received from persons outside the bargaining unit shall be considered until the applications of present Employees have been fully considered.
- 14.06 If an Employee is not successful in an application for a position, the Employer will, on request, meet with the Employee and explain the reason(s) why the Employee was not successful.

14.07

- (a) Should the successful candidate be an existing Employee, they shall be placed on a trial period for two hundred forty (240) hours worked in their new position. If the Employer determines that the Employee is unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties or the employee wishes to return to their former position prior to the expiration of the trial period, the Employee shall be returned to their former or equivalent position and salary, and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. Employees may only request to leave a new position within the two hundred forty (240) hours worked if they have not requested to leave another position within the two hundred forty (240) hours worked.
- (b) Should an Employee be returned to their original position during their trial period, the Employer may revisit the candidates from the original job posting to fill the vacancy, and there shall be no requirement to post the position.

14.08 Within seven (7) calendar days of the date of appointment to a vacant position, the Union shall be notified of the name of the successful applicant.

14.09 When a temporary Full-Time vacancy arises not to exceed ten (10) weeks in a department, the most senior Part-Time Employee, in the same classification, with demonstrated work performance and is not active in the Employers attendance support program, may fill the position if they so desire. There shall be no requirement to post.

**Restrictions on Applications for Posted Positions**

14.10 An Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded. However, if a permanent vacancy arises the Employee may apply.

**Transfers out of the Bargaining Union - Restrictions and Rights**

14.11 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in their former job, or failing that, in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

## **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

15.01 The hours of work for a Full-Time Employee will normally average eighty (80) hours bi-weekly over a schedule cycle.

15.02

- (a) The work schedule for all Employees shall be posted electronically at least ten (10) days in advance.
- (b) The Employer will provide twenty-four (24) hours notice in advance to an Employee when a scheduled shift is changed. Except where a change is by mutual agreement between the employee and the Employer, if the hours of work are changed without twenty-four (24) hours notice, the Employee shall be paid at the overtime rate of one and one half (1.5) times their hourly rate for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.
- (c) The Employer recognizes that Full-Time Employees want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees that there will be no arbitrary or unreasonable changes in shifts.
- (d) Shift rotations will be part of the schedule.
- (e) When any major change is being considered by the Employer in the shift schedule, the Employer agrees that there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer.

15.03 The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:

- (a) An unpaid meal break of 30 minutes; and
- (b) Two (2) paid rest breaks of 15 minutes each.
- (c) At the discretion of the Employer where necessary for operational requirements, these breaks may be combined.

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

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

- (c) at the discretion of Employer where necessary for operational requirements, these breaks may be combined.

15.05 For Employees working shifts of four (4) hours or more, but less than eight (8) hours, there will be a paid break of fifteen (15) minutes.

15.06 **Missed Breaks**

The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each Employee to have designated meal and rest break(s) at regular intervals during the shifts. Where operational requirements prevent an Employee from receiving a meal or rest breaks during their shift, and it is not possible to reschedule the missed break during the remainder of the shift, the Employee will be paid for their meal break at their regular rate. The Employee must immediately notify the Employer of the missed opportunity and efforts must be made to ensure that the rest or meal break is rescheduled during the shift prior to authorization being given by the Employer for the missed break.

15.07

- (a) Full-Time Employees who are regularly scheduled to work a twelve (12) hour shift rotation shall be paid an overtime rate of one and one half (1.5) times the Employee's regular hourly rate for all hours worked in excess of a twelve (12) hour shift scheduled in any one day or in excess of 78.75 Regular Hours Paid hours in a bi-weekly pay period.
- (b) Full-Time Employees who are regularly scheduled to work an eight (8) hour shift rotation shall be paid an overtime rate of one and one half (1.5) times the Employee's regular hourly rate for all hours worked in excess of an eight (8) hour shift scheduled in any one day or hours worked in excess of 75 Regular Hours Paid in a bi-weekly pay period.
- (c) Full-Time Employees who are regularly scheduled to work a mix of eight (8) and twelve (12) hour shifts shall be paid an overtime rate of one and one half (1.5) times the Employee's regular hourly rate for all hours worked in excess of 78.75 Regular Hours Paid in a bi-weekly pay period.
- (d) Part-Time Employees will be paid an overtime rate of one and one half (1.5) times the Employee's regular rate for all hours worked in excess of twelve (12) hours on any day or 78.75 Regular Hours Paid in a bi-weekly pay period.

15.08 Regular Hours Paid for the purpose of determining overtime entitlement does not include paid sick time, paid leave time, paid vacation, or hours for which Workers' Compensation is paid.

15.09 Management must authorize overtime in advance. Overtime will not be claimed for less than 15 minutes of work at the end of a shift.

15.10 Nothing in this Article 15 shall be construed as a guarantee by the Employer to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

15.11 Employees may exchange shifts with another employee in the same classification provided that:

- (a) twenty-four (24) hours notice is provided to the Employer, during regular business hours Monday through Friday, and the Employer authorizes the shift exchange;
- (b) there is no increased cost to the Employer;
- (c) the shift exchange is for the same number of hours; and
- (d) the shift exchange is in the current or following pay period.

15.12 **Weekends Off**

- (a) A weekend shall be defined as the period commencing Saturday at 12:01am and ending on Sunday at 11:59 pm.
- (b) Full-Time Employees will be granted two (2) weekends off in four (4) weekends.
- (c) Part-Time Employees may be required to work four (4) weekends in every six (6) weekends.
- (d) It is agreed that (b) and (c) do not apply where there is a new shift schedule determined in accordance with Article 15.02 (e), or when an Employee switches rotation, during the transition period to the new shift schedule or rotation.

15.13

- (a) Employees shall have at least twelve (12) hours rest between regularly scheduled shifts.

15.14

- (a) Every two weeks a Part-Time Employee shall indicate to the Employer, in the method required, their availability to work additional shifts prior to the plotting of the biweekly schedule. Part-Time Employees shall have preference for additional shifts in accordance with seniority. For greater clarification, if the senior Part-Time Employee does not indicate their availability to work additional shifts in accordance with this Article, any additional shifts shall be assigned to the next available senior Part-Time Employee. Once a Part-Time Employee has indicated their availability to work and has been scheduled for a shift, they must be available and must work shifts, as assigned.

- (b) All other shifts which become available following the posting of the schedule shall be offered first to Part-Time by seniority in the classification.

15.15

- (a) The Employer will endeavour to distribute overtime equally among qualified Employees in the classification; however, if no Employee is willing to work the overtime, the Employee(s) with the least seniority will be required to remain at work.
- (b) An Employee shall not be mandated to remain at work, pursuant to article 15.15 (a), for more than one (1) shift in any seven consecutive day period. In the event the least senior Employee has already been mandated to remain at work once in the preceding seven-day period, the Employer shall mandate the next least senior Employee to remain at work.

15.16

- (a) When a Full-Time or Part-Time Employee is recalled to work outside their scheduled working hours, they shall be paid for not less than four (4) hours;

15.17

- (a) For Full-Time Employees and Part-Time Employees working eight (8) hour shifts, not scheduled for more than five (5) consecutive days; and
- (b) For Full-Time Employees and Part-Time Employees working twelve (12) hour shifts, not scheduled for more than three (3) consecutive days unless the shift schedule for all such Employees has as part of the schedule four (4) consecutive days of work.

- 15.18 A Full-Time Employee who is required by the Employer to work an extra shift on their scheduled day off will be paid at the rate of time and one-half for all hours worked.

15.19

- (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall normally be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an Employee works a double shift a meal will be provided by the Employer.
- (c) When an Employee has to work a double shift in an emergency, that Employee may have the next day off, if scheduled to work, provided that a replacement can be found for the Employee.

- 15.20 Where an Employee is called in to work a regular shift one half (½) hour or less prior to the commencement of the shift, and arrives within one (1) hour of the call, then they will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called in to work after commencement of the

shift and arrives within one (1) hour of the phone call shall be paid from the time of the call.

15.21 Where an Employee is called in to work for a shift and reports for work, and the Employer subsequently decides to cancel the shift, the Employee will work for a minimum of four (4) hours or if the Employer decides to send the Employee home, the Employee will be compensated for four (4) hours.

## **ARTICLE 16 – LEAVES OF ABSENCE**

### **16.01 Bereavement Leave**

(a) In the event of the death of an immediate family member, being the Employee's:

- i. spouse (which includes current common law spouse);
- ii. parent;
- iii. child;
- iv. step-child;
- v. step-parent;
- vi. brother;
- vii. sister;
- viii. grandchild; or
- ix. grandparent

an Employee who has completed their probationary period will be granted up to five (5) consecutive regularly scheduled working days with pay at the Employee's basic hourly rate, subject to a maximum of thirty-seven and one-half (37.5) hours of paid bereavement leave on any one death.

The leave shall start no later than midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.

(b) In the event of the death of a non-immediate family member, being the Employee's:

- i. aunt or uncle;
- ii. niece or nephew;
- iii. son-in-law;
- iv. daughter-in-law;
- v. brother-in-law;
- vi. sister-in-law;
- vii. mother-in-law;
- viii. father-in-law; or
- ix. legal guardian

An Employee who has completed their probationary period will be granted up to two (2) consecutive regularly scheduled working days with pay at the Employee's basic hourly rate, subject to a maximum of fifteen (15) hours of paid bereavement leave on any one death.

The leave shall start no later than at midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.

- (c) In the event that the funeral is held more than 400 km from Halifax or out of province, two (2) additional unpaid days may be requested.

#### 16.02 **Personal Leave**

- (a) An Employee with two (2) or more years of seniority may request a personal leave of absence without pay from the General Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted forty-five (45) days prior to the start date, except in emergency situations. The request must contain the date the leave will commence, the expected date of return, and the reasons for the leave requested. The reasons given to the General Manger for this leave shall be kept in confidence with the General Manager. Such requests shall not be unreasonably denied.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer.
- (d) Personal leaves will not be granted for the purpose of maintaining other employment.
- (e) Benefit coverage may be continued for any period of personal leave provided that the Employee prepay to the Employer the full costs of the benefits for the period of the leave;
- (f) Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

#### 16.03 **Jury Leave**

- (a) Leave of absence with pay shall be given to every Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee for any scheduled day

of work for such jury duty will be paid over to the Employer provided that the Employee receives the greater amount;

- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an Employee is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the Employee for any scheduled day of work for such appearance will be paid over to the Employer provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.
- (c) An Employee shall notify their Supervisor as soon as possible when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

#### **16.04 Pregnancy and Parental Leave**

- (a) Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, as amended (available from the Employer on request).

##### **Protection of Position and Benefits**

- (b) The Employee shall resume their former position and salary upon return from leave.
- (c) Employees on pregnancy leave shall not accrue vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

#### **16.05 Compassionate Care Leave**

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

#### **16.06 Union Leave**

- (a) Upon request to the Employer and subject to operational requirements, no more than one (1) employee elected or appointed to represent the Union at annual conventions shall be allowed a leave of absence with pay and benefits.
- (b) Upon request to the Employer and subject to operational requirements, a union leave of absence, shall be granted by the Employer to employees elected or appointed to represent Union business.

- (c) The Employer shall maintain full salary and benefits of the employee during the leave of absence granted and the Union shall reimburse the Employer. Not more than two (2) employees shall be entitled to leave of absence at the same time for this purpose. Application for such leave shall be made two (2) weeks in advance whenever possible; Approval is to be determined by the Employer and shall not be unreasonably denied.
- (d) An Employee who is elected or selected for a Full-Time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office **for a maximum of two (2) years.**

#### **16.07 Leave for Public Office**

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay, without benefits and without further accumulation of seniority, but without loss of already accumulated seniority so that an Employee may be a candidate in federal, provincial or municipal elections. An Employee on leave for public office shall give two (2) weeks' notice to the Employer of their intent to return, unless mutually agreed to a shorter notice period.
- (b) An Employee who is elected to public office shall be allowed leave of absence without pay, without benefits and without further accumulation of seniority but without loss of already accumulated seniority during their terms of office for a maximum of up to two (2) years.

#### **16.08 Sick Leave**

- (a) Only Full-Time, Part-Time and probationary Employees can accumulate paid sick time credits and only Full-Time and Part-Time Employees can use sick leave credits.
- (b) Paid sick leave credits will accumulate at the rate of 0.045977 hours per actual hours worked, not including sick time.
- (c) The maximum allowable accumulation will be 275 hours.
- (d) The Employer reserves the right to require any Employee claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the Employee shall have no claim for pay in respect to such absence. Proof of illness, if required, shall be asked for before or during the illness.

- (e) If requested by the Employer, an Employee claiming entitlement to sick leave must produce a medical certificate **in accordance with Nova Scotia legislation** with the cost of such medical certificate to be paid by the Employer.
- (f) An Employee shall not be required to provide their Supervisor/Manager specific information regarding the nature of their illness or injury during a period of absence. However, the Employer may require the Employee to provide such information to persons responsible for occupational health.
- (g) Persons responsible for occupational health for the Employer shall not release any information to the Supervisor/Manager of an Employee except the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work and whether the illness or injury is bona fide.
- (h) The Employer shall store health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health for the Employer.
- (i) Payment for time lost due to workers' compensation injury will be made according to the Workers' Compensation Act (Nova Scotia). Workers' Compensation cheques will be made payable directly to the Employee;
- (j) Injury on Duty – Workers' Compensation
  - (i) Where an Employee asks the Employer in writing at the time of a Workers' Compensation claim to pay them a supplement amount from the accumulated sick leave credits of the Employee, the Employer shall pay an Employee Workers' Compensation payment supplement to the Employee to the extent of the pre – injury bi-weekly pay of the Employee while maximizing the amount payable from Worker's Compensation. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of Workers' Compensation benefits with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation benefits payment; and
  - (ii) Where an Employee is being compensated under the *Workers' Compensation Act* the Employee shall continue to accrue up to one (1) year's maximum vacation credits.

(k) Sick Leave While Waiting for Workers' Compensation Benefits

- (i) An illness or injury for which Workers' Compensation benefits are payable shall not be deemed to be sick leave except for the supplement as provided in Article 16.08 (j)(k);
  - (ii) A Full-time or Part-time Employee who is unable to attend work for greater than one (1) pay period due to workplace illness or injury and who is awaiting approval of their claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits they would earn under the Workers' Compensation Act providing the Employee is able to establish, satisfactory to the Employer that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits; and
  - (iii) In such case the Employee must provide a written undertaking to the Employer and the required notification to Workers' Compensation that the initial payment(s) from Workers' Compensation is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.
- (l) Provided an Employee has sufficient sick leave credits, Full time Employees may be permitted to use up to **24** hours per annum of accrued sick leave credits for the purpose of:
- (i) Attending to an illness of a member of the employee's immediate family meaning spouse, son, daughter, father or mother to provide for the needs of the ill person; and
  - (ii) In order to attend to personal emergency, medical or dental care;
  - (iii) Subject to the following:
    - A. The Employee has given as much advance notice as reasonably possible to the Employer;
    - B. The Employee has made all reasonable efforts to accommodate the absence through an exchange of shifts with another Employee; and
    - C. The Employer is able to make arrangements, where required, to have another Employee cover the requested period of absence.

The decision whether to grant the request for leave shall be at the sole discretion of the Employer, acting reasonably. The benefits shall be pro-rated for part time employees.

#### 16.09 **Leave for Storms or Hazardous Conditions**

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

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

#### 16.10 **Required Education**

- (a) An Employee is responsible, on their own time and at their own expense, to attain and/or maintain any required qualifications for the positions held by the Employee.
- (b) Any training required by the Employer and conducted at a site designated by the Employer shall be considered time worked provided that the Employee shall not be entitled to overtime under such circumstances.

#### 16.11 **Domestic Violence Leave**

Employees will be entitled to unpaid leave in accordance with the Domestic Violence Leave provisions in the *Nova Scotia Labour Standards Code*, as amended from time to time.

**ARTICLE 17 – VACATION**

17.01 Annual vacations are earned based upon Regular Hours Paid. An Employee shall accumulate annual vacation leave as follows:

- (a) During the first 3,915 Regular Hours Paid, as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 26 Regular Hours Paid (up to 75 hours per year);
- (b) After 3915 Regular Hours Paid up to 5,872.5 hours worked as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 21.67 Regular Hours Paid (up to 90 hours per year); and
- (c) After 5,872.5 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 17.3 Regular Hours Paid (up to 112.5 hours per year).
- (d) After 13,702.50 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 14.50 Regular Hours Paid (up to 135 hours per year).
- (e) After 17,617.50 Regular Hours Paid as an Employee in the bargaining unit, at the rate of one (1) hour of vacation for each 13 Regular Hours Paid (up to 150 hours per year).

17.02 Vacation must be taken during the calendar year immediately following the year in which it was earned. Only under specific circumstances and with written approval of the General Manager (or designate), may an Employee be permitted to carry over vacation to the next calendar year. In any case the maximum vacation to be carried over will be thirty-seven and one half (37.5) hours and must be used during that year.

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

17.04 Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over Employees who have conformed, but may, by mutual agreement with the

Employer, request dates that remain available; such request will not be unreasonably denied.

17.05 Upon termination of employment, an Employee's earned vacation entitlement during the year will be calculated and paid out on the final pay check.

17.06 Where an Employee qualifies for Bereavement Leave during their period of vacation there shall be no deduction from vacation entitlement for such absence. The period of vacation so displaced shall be added either to the vacation period or reinstated for use at a later date.

## **ARTICLE 18 – HOLIDAYS**

18.01 Paid holidays are:

New Year's Day;  
Family Day (Heritage Day);  
Good Friday;  
Easter Monday;  
Victoria Day;  
July 1<sup>st</sup>;  
First Monday in August;  
Labour Day;  
Thanksgiving Day;  
Remembrance Day;  
Christmas Day; and  
Boxing Day.

Each Employee shall receive any holiday proclaimed by the Provincial Government.

18.02 All Full-Time and Part-Time Employees shall only qualify for their above holiday pay if they have worked on their regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, Employees who are on paid jury duty, paid bereavement, paid union leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker's Compensation do not qualify for holiday pay pursuant to this Article.

18.03

(a) Full-Time Employees will receive seven and one-half (7.5) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 18.02.

(b) Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 18.02. The

calculation for prorating will be based on the Employees hours worked in the previous thirty (30) days.

18.04

- (a) When a Full-Time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay and grant their seven and one-half (7.5) hours off with pay subject to paragraph (c) of this Article 18.03. Subject to operational requirements, the time off must be mutually agreed upon between the Employer and the Employee to be used by the end of the year.
- (b) When a Part-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay. Based on the pro rata formula in Article 18.03 a Part-Time Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee-to be used by the end of the year.
- (c) If mutual agreement on time off with pay cannot be reached by the end of the year, an Employee shall be paid out any accrued holiday pay up until the end of the year on the first pay in February.
- (d) Full-time Employees on a smoothing rotation will use all holiday time first to smooth their schedule. Any remaining holidays shall be paid out in accordance with 18.04 (c).

18.05 An employee wishing to use a Holiday(s) shall apply in writing to the Employer at least two (2) weeks in advance of the date(s) requested. The Employer shall respond in writing, to approve or deny the request, at least one (1) week in advance of the date(s) requested.

18.06 **Christmas and New Year Period**

The Employer shall endeavour to schedule each Employee with either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

**ARTICLE 19 – WAGES**

19.01 Employees shall be paid the rate of pay set out in the wage scale attached to this Agreement as Schedule "A" which shall be part of this Agreement. Wages shall be paid bi-weekly.

19.02

- (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system. The pay period is two weeks.

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

19.03 When an Employee is promoted permanently into a higher paid position, she will be paid the rate for the new position.

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

19.05 **Error in Payment of Wages**

If the Employee receives an overpayment in wages or error in deductions of more than eight (8) hours' pay, the Employer shall permit the Employee to pay back the amount in reasonable increments. For amounts less than eight (8) hours' pay, the Employee will repay the amount in one instalment.

19.06

- (a) Full-Time and Part-Time Employees shall advance to the next increment on the wage scale after working in the position for the period outlined on the wage scale;
- (b) Progression in the wage scale is based on Regular Hours Paid in the classification listed in Schedule "A" with the Employer, provided however, on hiring in the classification, an Employee may, at the discretion of the Employer, be given credit for previous experience in the classification prior to employment with the Employer.

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

**ARTICLE 20 – JOB CLASSIFICATIONS AND RE-CLASSIFICATION**

20.01 **Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. A copy of the above-mentioned job descriptions shall be forwarded to the Recording Secretary of the Local Union.

**20.02 Elimination of Existing Classifications**

Existing classifications shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union.

**20.03 Rates of Pay and Job Classification**

The Employer shall prepare a new job description whenever a new classification is created. When a new classification is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new job, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties. Nothing herein prevents the Employer from filling such position, assigning a rate of pay, and working conditions to the position, and having Employees working in such positions during the negotiations and up to the point of a decision of an arbitrator if negotiations are not successful.

**ARTICLE 21 – BENEFITS**

21.01 At the time of hire, employees will participate in the benefit plan made available by the Employer, in accordance with the terms and conditions of those plans. The terms and conditions include, but are not limited to, the following eligibility:

- (a) The Employee must be regularly scheduled a minimum of thirty-two (32) hours bi-weekly.

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

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

21.03 With proof of coverage elsewhere through spouse, the Employee may opt out of Health and Dental benefit participation.

**21.04 Mandatory Participation**

The Employee must arrange a time to meet with the representative of the Employer upon completion of the probationary period to complete the necessary enrollment forms or to establish coverage under a spousal or common law spousal plan. Failure to do so within 30 days shall result in the Employee being enrolled in a plan as a single participant.

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

21.06 Full-Time Employees and Part-Time Employees are eligible to participate in the said Registered Retirement Savings Plan provided that they have completed their Probationary Period and are regularly scheduled to work the minimum hours required by the Administrator of the said Plan.

21.07 If permitted by the said Plan and subject to other provisions of this Agreement, when an Employee commences an unpaid leave of absence or layoff an Employee may elect to continue contributions to the said Plan; however, there will be no Employer matching contributions during the period of the unpaid leave or layoff.

**ARTICLE 22 – EMPLOYEE HEALTH AND SAFETY**

22.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the Occupational Health and Safety Act of Nova Scotia.

22.02 An Occupational Health and Safety Committee shall be established pursuant to the provisions of the Occupational Health and Safety Act. The Committee shall be composed of equal numbers of the Employer and Employee Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said Act.

22.03 The Employer shall make reasonable provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. The Employees and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Employees through the Occupational Health and Safety Committee.

22.04 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcohol or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Employees have sufficient sick leave credits, they shall be eligible for sick leave benefits for such treatment programs.

22.05 The Employer agrees that in a case where damage to an Employee's eyeglasses, contact lenses, hearing aid, dentures or watch is done by a resident, either the Employer or Workers' Compensation will reimburse the Employee for damages.

### **ARTICLE 23 – PERSONNEL FILE**

23.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty-eight (48) hours notice, the Employee shall be permitted to view their personnel file in the presence of a representative of the Employer. Upon request, the Employee shall be provided with copies of documents therein. References and appraisals from outside the Employer's workplace shall not be shown to the Employee. Any disagreement as to the inclusion of letters of reprimand or any adverse reports contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

23.02 The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of the filing.

23.03 The record of an Employee shall not be used against them at any time after twenty-four (24) months, excluding alcohol, drug reasons or proven client abuse, following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

### **ARTICLE 24 – NON-INTERRUPTION OF WORK**

24.01 During the term of this agreement there will be no lock-out by the Employer or any strike, slowdown, work stoppage, suspension of work, either complete or partial by the Union or Employees.

### **ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS**

25.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations to the parties shall

remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

25.02 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

**ARTICLE 26 – DURATION OF AGREEMENT**

26.01 This Agreement shall be in effect from December 1<sup>st</sup>, 2023, to November 30<sup>th</sup>, 2027. Wages shall be retroactive to December 1<sup>st</sup>, 2023. All other changes shall be effective date of signing of the agreement.

26.02 Any changes deemed necessary in this Agreement may be made by mutual written agreement at any time during the existence of this Agreement.

**26.03 Retroactive Pay for Terminated Employees**

Wages for all Employees shall be retroactive to December 1<sup>st</sup>, 2023. An Employee who has resigned or retired from employment with the Employer prior to the signing of this Agreement shall be entitled to retroactivity of wages, pursuant to schedule A of wages, upon giving the Employer written notice within thirty (30) days of the signing of this Agreement.

Dated at Dartmouth this 5 day of May 2024

**FOR THE UNION**

**FOR THE EMPLOYER**

Brenda Dorey-Helms

[Signature]

[Signature]

[Signature]

**Schedule A – Wages****Based on 1957.5 hours**

01-Dec-23

| General Wage Increase          | 3.50%             |                      |                       |                 | One Time Adjustment |
|--------------------------------|-------------------|----------------------|-----------------------|-----------------|---------------------|
|                                | Step 1<br>0 - 600 | Step 2<br>601 - 3914 | Step 3<br>3915 - 7829 | Step 4<br>>7830 |                     |
| Concierge                      | 17.33             | 17.94                | 18.47                 | 19.03           | \$ -                |
| Maintenance Worker             | 21.06             | 21.49                | 21.92                 | 22.35           | \$ -                |
| Chauffeur                      | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Suite Services Attendant (SSA) | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Support Services Attendant     | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| DLA2                           | 23.23             | 24.08                | 25.08                 | 26.12           | \$ -                |
| DLA1                           | 19.77             | 20.36                | 20.98                 | 21.60           | \$ -                |
| CSA                            | 17.56             | 18.23                | 18.77                 | 19.33           | \$ -                |
| Wellness Coach                 | 19.59             | 20.19                | 20.79                 | 21.43           | \$ -                |
| Cook 1                         | 17.98             | 18.61                | 19.17                 | 19.74           | \$ -                |
| Cook 2                         | 17.45             | 18.05                | 18.58                 | 19.12           | \$ 0.50             |
| Waitstaff                      | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Utility Worker                 | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Front Desk Attendant           | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Activity Leader                | 16.04             | 16.35                | 16.83                 | 17.32           | \$ 0.50             |
| Physio Assistant               | 17.84             | 18.47                | 19.00                 | 19.58           | \$ -                |

01-Dec-24

| General Wage Increase          | 2.50%   |                      |                       |                 |
|--------------------------------|---------|----------------------|-----------------------|-----------------|
|                                | 0 - 600 | Step 2<br>601 - 3914 | Step 3<br>3915 - 7829 | Step 4<br>>7830 |
| Concierge                      | 17.76   | 18.38                | 18.94                 | 19.51           |
| Maintenance Worker             | 21.59   | 22.02                | 22.47                 | 22.90           |
| Chauffeur                      | 16.44   | 16.76                | 17.25                 | 17.75           |
| Suite Services Attendant (SSA) | 16.44   | 16.76                | 17.25                 | 17.75           |
| Support Services Attendant     | 16.44   | 16.76                | 17.25                 | 17.75           |
| DLA2                           | 23.81   | 24.68                | 25.71                 | 26.77           |
| DLA1                           | 20.26   | 20.87                | 21.50                 | 22.14           |
| CSA                            | 18.00   | 18.68                | 19.24                 | 19.82           |
| Wellness Coach                 | 20.08   | 20.70                | 21.31                 | 21.97           |
| Cook 1                         | 18.43   | 19.07                | 19.65                 | 20.23           |
| Cook 2                         | 17.89   | 18.50                | 19.04                 | 19.59           |
| Waitstaff                      | 16.44   | 16.76                | 17.25                 | 17.75           |
| Utility Worker                 | 16.44   | 16.76                | 17.25                 | 17.75           |
| Front Desk Attendant           | 16.44   | 16.76                | 17.25                 | 17.75           |
| Activity Leader                | 16.44   | 16.76                | 17.25                 | 17.75           |
| Physio Assistant               | 18.29   | 18.94                | 19.48                 | 20.07           |

01-Dec-25

| General Wage Increase          | 2.00%  |            |             |        |
|--------------------------------|--------|------------|-------------|--------|
|                                | Step 1 | Step 2     | Step 3      | Step 4 |
|                                | 0 600  | 601 - 3914 | 3915 - 7829 | >7830  |
| Concierge                      | 18.11  | 18.75      | 19.32       | 19.90  |
| Maintenance Worker             | 22.02  | 22.46      | 22.92       | 23.36  |
| Chauffeur                      | 16.77  | 17.10      | 17.59       | 18.10  |
| Suite Services Attendant (SSA) | 16.77  | 17.10      | 17.59       | 18.10  |
| Support Services Attendant     | 16.77  | 17.10      | 17.59       | 18.10  |
| DLA2                           | 24.28  | 25.18      | 26.22       | 27.31  |
| DLA1                           | 20.67  | 21.28      | 21.93       | 22.58  |
| CSA                            | 18.36  | 19.06      | 19.63       | 20.21  |
| Wellness Coach                 | 20.48  | 21.11      | 21.74       | 22.41  |
| Cook 1                         | 18.80  | 19.46      | 20.04       | 20.64  |
| Cook 2                         | 18.24  | 18.87      | 19.42       | 19.99  |
| Waitstaff                      | 16.77  | 17.10      | 17.59       | 18.10  |
| Utility Worker                 | 16.77  | 17.10      | 17.59       | 18.10  |
| Front Desk Attendant           | 16.77  | 17.10      | 17.59       | 18.10  |
| Activity Leader                | 16.77  | 17.10      | 17.59       | 18.10  |
| Physio Assistant               | 18.66  | 19.32      | 19.87       | 20.47  |

01-Dec-26

| General Wage Increase          | 2.25%   |            |             |        |
|--------------------------------|---------|------------|-------------|--------|
|                                | Step 1  | Step 2     | Step 3      | Step 4 |
|                                | 0 - 600 | 601 - 3914 | 3915 - 7829 | >7830  |
| Concierge                      | 18.52   | 19.17      | 19.75       | 20.35  |
| Maintenance Worker             | 22.52   | 22.97      | 23.43       | 23.89  |
| Chauffeur                      | 17.15   | 17.48      | 17.99       | 18.51  |
| Suite Services Attendant (SSA) | 17.15   | 17.48      | 17.99       | 18.51  |
| Support Services Attendant     | 17.15   | 17.48      | 17.99       | 18.51  |
| DLA2                           | 24.83   | 25.74      | 26.81       | 27.92  |
| DLA1                           | 21.13   | 21.76      | 22.43       | 23.09  |
| CSA                            | 18.78   | 19.48      | 20.07       | 20.67  |
| Wellness Coach                 | 20.94   | 21.59      | 22.23       | 22.91  |
| Cook 1                         | 19.22   | 19.89      | 20.49       | 21.10  |
| Cook 2                         | 18.65   | 19.30      | 19.86       | 20.44  |
| Waitstaff                      | 17.15   | 17.48      | 17.99       | 18.51  |
| Utility Worker                 | 17.15   | 17.48      | 17.99       | 18.51  |
| Front Desk Attendant           | 17.15   | 17.48      | 17.99       | 18.51  |
| Activity Leader                | 17.15   | 17.48      | 17.99       | 18.51  |
| Physio Assistant               | 19.08   | 19.75      | 20.31       | 20.93  |

### **Memorandum of Agreement – Smoothing (smooth weeks)**

Smoothing means a process whereby employees may work a variation on a traditional 40 hours per week but resulting in an equalization of hours worked over a defined period of time. During the smooth week(s) when employees work less hours, provided that the Employee had sufficient Holiday hours, the Employee shall first use eight Holiday hours and then four vacation hours needed to continue their regular bi-weekly wages. If the employee does not have sufficient Holiday hours, vacation hours may be used.

In the event that a full-time employee is on a scheduled day off during her smooth week and works, the employee will be paid overtime for the hours worked.

It is understood that Holiday hours used to continue bi-weekly wages during the smooth week will first come from those Holiday hours banked.

### **Memorandum of Agreement – Article 18.01 – Holidays**

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

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