

COLLECTIVE AGREEMENT

Between

CHP RECREATION SOCIETY
(hereinafter called the “Employer”)

- and -

NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES
(hereinafter called the “Union”)

April 1, 2025 – March 31, 2030

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THIS AGREEMENT made this 21 day of April 2026.

BETWEEN:

CHP RECREATION SOCIETY

(hereinafter called the “Employer”)

PARTY OF THE FIRST PART

- and -

NOVA SCOTIA UNION OF PUBLIC AND PRIVATE EMPLOYEES

(hereinafter called the “Union”)

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services.
- (3) To encourage efficiency in operations and to ensure a commitment of all employed at Cole Harbour Place to provide a high level of community services in a cost-effective manner so as to meet the goals and objectives of Cole Harbour Place.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management’s rights referred to in this Article shall be exercised in a manner consistent with the terms of this Agreement.

2.02 The Union recognizes that it is the right of the Employer to manage the enterprise in which it is engaged and without limiting the generality of the foregoing, the Employer shall have the right to:

- (1) Maintain order, discipline and efficiency.

- (2) To operate and manage its business and direct the work force in accordance with its responsibilities.
- (3) To determine the work to be performed and establish standards, methods, procedures and schedules of operations.
- (4) To determine the requirements, select, hire, transfer, promote, demote, classify, layoff, and to suspend and discharge or otherwise discipline an employee for just cause and to increase or decrease working forces.
- (5) To maintain reasonable rules and regulations to be observed by employees.
- (6) All matters concerning the operation of the Employer's business not specifically dealt with in this contract shall be reserved to be the Management's responsibility.
- (7) The exercise of the foregoing rights shall not supersede the other specific provisions of the Agreement, and this clause shall not prevent the processing of grievances under such other specific provisions.

2.03 It is the Employer's intention not only to require efficiency but to promote the efficiency of its employees and, if possible, in the opinion of the Employer, training programs relevant to the operations of Cole Harbour Place may be implemented. Any training mandated by the Employer shall be paid by the Employer and shall be considered time worked.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, excluding General Manager, Administrative Staff, Chief Engineer, Building Director, Security Director, Building Facilitator, Control Desk employees, Athletics and Aquatics employees, and those excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, and hereby agrees to negotiate with the Union concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or unanticipated circumstances when regular employees are not available except that this clause does not apply to the Chief Engineer and the Security Director who shall be permitted to perform such work, including bargaining unit work as may be required. These people shall be permitted to perform such work, including bargaining unit work, as may be required.

3.03 This Collective Agreement is fully applicable to all full-time and part-time employees unless otherwise specified.

- (1) (a) Permanent Full-Time Employees are those employees who are offered eighty (80) hours bi-weekly.

(b) Part-Time Employees are those employees who receive scheduled hours on a bi-weekly basis with the number of hours to be determined by management.

(2) Casual Employees. A Casual employee is one who is employed on a day-to-day basis as per the casual call-in list. Casual employees will be given preference to jobs in the part-time classification when they become available. Casual employees are not covered under this Agreement.

(3) All Full-Time Employees and Part-Time Employees will receive an hourly rate of pay.

3.04 No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge by reason of race, creed, color, national origin, political or religious affiliation, sex, unless it is a requirement of the work being performed, sexual orientation or marital status, common-law relationship, place of residence, nor by reason of his membership in a trade union.

4.02 The Employer and the Union recognize the principle that it is their joint responsibility to maintain a discrimination free workplace.

ARTICLE 5 - UNION SECURITY

5.01 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing of the Union. The Union shall be the sole judge of its members in matters relating to membership in the Union.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 The Employer shall deduct from the pay of every employee who is a member of the Union any dues, or assessments levied, in accordance with the Union Constitution and By-Laws.

6.02 Deductions shall be made from the first payroll of each month and shall be forwarded to the Union not later than the 15th day of the month following. The sums so deducted and remitted from members of the Union shall be accepted by the Union as payment of their regular monthly dues.

The monthly dues remittances shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. This list shall include hours worked and shall specify full-time or part-time. The Union shall be notified of all appointments, hirings, layoffs,

transfers, recalls and terminations of employment as soon as this information is available under the payroll system in place.

- 6.03 The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from the pay of any employee pursuant to this Article.
- 6.04 Dues Receipts: At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each member in the previous year.
- 6.05 The Employer shall provide to the Union the total payroll of employees from whose wages union deductions have been made.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check Off. Copies of the Collective Agreement shall be supplied by the Union to all of its members.
- 7.02 The President and/or Business Agent of the local of the Union designated for the Employer (or, if the President is not available, a Vice President) shall be given an opportunity to meet with new employees during the employees' regular working hours, without loss of pay by the employee, for a maximum of thirty (30) minutes for the purpose of outlining the provisions of the Collective Agreement and also for the purpose of advising new employees of the name of their Union Advocates.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager and the Union Business Agent.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established consisting of representatives from the Union and the Employer. In the interest of speedy relations, the Committee shall be made up of two (2) representatives from each party. The Union Business Agent may attend if he so desires. The Committee shall enjoy the full support of both parties in the interest of improved service to the community and job security for the employees.
- 9.02 The Committee may deal with all matters of concern to employees in the bargaining unit, but shall not deal with matters in conflict with the terms of this Agreement unless agreed to by members of the Committee.
- 9.03 Meetings shall be called not less than four (4) times a year or any other time as may be required by the Chairman or by a majority of Committee members. A

notice of meeting and an agenda shall be circulated to the members of the Committee at least ten (10) working days before the meeting.

- 9.04 The employee representatives appointed by the Union who are in attendance at the meetings shall be paid their regular rate of pay for time in attendance.
- 9.05 An Employer and a Union representative shall be designated as joint chairmen and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared, signed by the Employer and the Union, and distributed to members of the Committee.
- 9.06 The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - BARGAINING RELATIONS

- 10.01 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.
- 10.02 The Union Negotiation Committee may include, at the Union's option, up to three (3) employees who are members of the bargaining unit and any other representatives chosen by the Union. Negotiations will be scheduled so as to accommodate operational requirements.
- 10.03 During negotiations for contract renewal, all matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.04 The Union shall have the right at any time to have the assistance of its Business Agents when dealing or negotiating with the Employer.
- 10.05 The Employer shall make available to the Union, on request, information relevant to the bargaining unit which is, in the opinion of management, not confidential or should otherwise be withheld.
- 10.06 Employees on the Union bargaining committee shall suffer no loss of pay or benefits for time spent in negotiations with the Employer to a maximum of three (3) employees and a maximum of five (5) days spent in negotiations for each employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The Union will appoint no more than four (4) Union Advocates and shall notify the Employer in writing of their names. The Employer is not required to recognize more than one (1) Union Advocate on a particular issue.
- 11.02 The Employer agrees that Union Advocates shall not be hindered, coerced, restrained or interfered with in any way in the performing of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Union Advocate is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Union Advocate shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.
- 11.03 Should a dispute arising between the Employer and the employees or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner.
- 11.04 Employees and/or their Union representatives are encouraged to discuss issues with the Building Director prior to resorting to a written grievance. However, failure to do so will not make a written grievance invalid.

STEP ONE

A written grievance must be submitted by the Union to the Building Director within fifteen (15) days from the date that the employee becomes aware of the basis of the alleged grievance. The Building Director shall respond to the grievance in writing within ten (10) days after its receipt.

STEP TWO

If satisfaction is not obtained at Step 1, the Union may refer the matter in writing to the General Manager within a further period of ten (10) days. The General Manager shall respond to the grievance in writing within ten (10) days after its receipt.

STEP THREE

Failing a satisfactory settlement being reached in Step Two, the Union may refer the dispute to arbitration within a further period of ten (10) days.

- 11.06 Where a dispute involving a question of general application of interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step One of this Article may be by-passed.
- 11.07 Any mutually agreed changes to this Collective Agreement shall be in writing and form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

- 11.08 The time limits stipulated in Article 11:
- (a) may be extended by mutual agreement; and
 - (b) shall be deemed to be exclusive of Saturdays, Sundays and holidays designated in Article 19.01 (a).
- 11.09 An arbitrator shall give the parties an opportunity to properly present their case in order to determine the real matter in dispute subject to the time limits set out in Article 11.05.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- 12.02 In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three (3) member arbitration board.
- 12.03 If a grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of an arbitrator within ten (10) days of notice of arbitration being given in accordance with Article 12.01, either party may apply to the Minister of Labour for Nova Scotia for appointment of the arbitrator in accordance with the provisions of the *Trade Union Act* (Nova Scotia).
- 12.04 (a) If either party requests that a grievance be heard by a three (3) member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within fifteen (15) days of notice of arbitration being given in accordance with Article 12.01. The two (2) nominees shall then meet to select an impartial chairperson. Should either party fail to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- (b) Any reference hereafter to the arbitrator shall apply equally to a single arbitrator or an arbitration board.
- 12.05 The arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and render a decision as soon as possible from the time of appointment.
- 12.06 (a) The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be changed. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The arbitrator shall have the power to substitute in a discipline or discharge case such penalty as they feel is just in the circumstances.
- (b) In the case of an Arbitration Board, the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- 12.07 Should the parties disagree as to the meaning of the arbitrator's/Board's decision, either party may apply to the arbitrator to reconvene the Board to clarify the decision, which it shall be done as soon as possible.
- 12.08 Each party shall pay:
- (1) One-half of the fees and expenses of the single arbitrator or Chairperson of any arbitration board; and
 - (2) fees and expenses of its nominee to any arbitration board.
- 12.09 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.
- 12.10 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. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, providing the arbitrator advises the Employer of the day he/she will visit the premises.
- 12.11 The parties agree that, upon application by both parties, utilization may be made of the non-binding mediation procedures provided by the Department of Labour. If these procedures are not successful in resolving the grievance, the matter may be referred to arbitration in the normal course.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 An employee shall have the right to have a Union Representative present at any time when management is meeting with them for the purpose of discipline or dismissal or an investigation into alleged poor job performance, act(s) of insolence, insubordination, harassment and/or discrimination which may reasonably lead to discipline or dismissal and management shall inform the employee of this right and give them time to arrange for the Union Representative to be present. Where circumstances permit, management shall provide the employee a minimum of twenty-four (24) hours' notice of such meeting unless the employee and the Union Representative agree to meet earlier.
- 13.02 The Employee shall be notified in writing of the action and/or penalty, with a copy to the President and Business Agent of the Union.
- 13.03 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. In such cases, the arbitrator shall determine the evidence be admitted.
- 13.04 Whenever the Employer or his authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within fifteen (15) days thereafter, give written particulars of such censure to the President and Business Agent of the Union with a copy to the employee involved.

- 13.05 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of eighteen (18) months and then be removed. If a further disciplinary infraction occurs, the record shall continue from the date of the imposition of discipline. A copy of all such entries or documents shall be sent to the employee and to the Union at the time any entry or document is placed in the file and both the Employer and the Union shall be required to acknowledge receipt of same. Any written reply from the Union shall also be placed in the employee's file.
- 13.06 An employee shall have the right to have access to and review his/her personnel record once per year, provided one (1) week's notice and a reasonable reason for viewing the record is given. The review of an employee's personnel record shall occur in the presence of a management person and, if the employee requests, a Union Advocate.

ARTICLE 14 - SENIORITY

- 14.01 (a) The seniority list shall be determined as follows:
- (i) For persons who have or will become Full-Time Employees after the signing of the 2007-2011 Collective Agreement on August 12, 2008, their seniority shall be determined based on the date of hire as a Full-Time Employee and they shall be placed on the seniority list for Full-Time Employees in accordance with that date of hire, provided that a Part-Time Employee who becomes a Full-Time Employee shall be given credit for seniority as a Part-Time Employee (2080 hours work being equivalent to one year). For example, if a Part-Time Employee who has worked 3120 hours as a Part-Time Employee becomes a Full-Time Employee after the signing of this Agreement, he/she will be given credit of 1.5 years (3120 hours divided by 2080 hours) for the purpose of calculating seniority, but will not advance on the seniority list above an employee who is a Full-Time Employee as of the date of signing of this Agreement.
 - (ii) Seniority of Part-Time Employees shall be calculated based on actual hours worked in a bargaining unit position, provided however, effective on signing of the 2007-2011 Collective Agreement on August 12, 2008, Part-Time Employees absent from work and receiving workers' compensation benefits shall be given credit for hours of work based on the average hours he/she worked during the six completed pay periods (12 weeks) immediately prior to the commencement of the absence. Part-Time Employees shall be placed on the seniority list based on every 2080 hours worked being equivalent to one year.
- (b) An Employee shall have no seniority rights during his/her probationary period, but after completion of their probationary period, seniority shall be effective from the original date of hire.
- (c) Seniority is based on continuous employment with the Employer and in the event of loss of seniority in accordance with Article 14.04 and subsequent rehire, seniority is effective from the most recent date of hire.

- 14.02 The Employer shall maintain seniority lists in accordance with Article 14.01. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. Upon presentation of proof of error by an employee, or the Union, or the Employer, such error shall be corrected.
- 14.03 A newly hired employee shall be on probation from the date of hiring for ninety (90) calendar days.
- After completion of the probationary period, seniority shall be effective from the original date of employment in accordance with Article 14.01.
- 14.04 An employee shall only lose his seniority in the event:
- (1) he is discharged for just cause and is not reinstated;
 - (2) he resigns in writing and does not withdraw such resignation within two (2) working days;
 - (3) he is absent from work for at least five (5) working days without sufficient cause or without notifying the Employer; unless such notice was not reasonably possible;
 - (4) he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of one (1) month or less at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work;
 - (5) he is laid off or not at work for a period longer than twelve months (12);
 - (6) he fails to return from an authorized leave of absence or takes other employment while on an authorized leave of absence; and
 - (7) he is absent from work as a result of illness or accident for a period in excess of twelve (12) months, subject to any statutory duty to accommodate.
- 14.05 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee applies for and is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of the completion of his/her trial period of four hundred and fifty (450) hours. An employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of four hundred and fifty (450) hours. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his/her seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES - VACANCIES

- 15.01 When a vacancy occurs or a new position is created in a Full-Time or Part-Time position (as defined in Article 3), the Employer shall notify the Union in writing, and

post notice of the vacant Full-Time or Part-Time position it determines to exist on the bulletin boards. In the period of time between the creation of position, or vacancy occurring, and the posting of the position, the Employer will make every effort to allocate any available hours of work available to members of the bargaining unit. A reasonable period of notice will be provided.

- 15.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall (subject to bona fide qualifications) state: "This position is open to male and female applicants".
- 15.03 (1) No application received from an outside advertisement for any vacancy shall be processed until applications of present employees have been fully processed.
- (2) The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.
- (3) The Employer will make reasonable efforts to fill all posted vacancies within thirty (30) days of the end of the posting period. It is understood that there is no obligation to fill a vacancy with a person who does not have the required skill, ability, or qualifications all is referred to in Articles 15.02 and 15.04.
- 15.04 Vacancies posted in accordance with this provision shall be decided on the basis of the skill, ability, qualifications and seniority of the various candidates for the position. Where skill, ability and qualifications are determined to be relatively equal, the most senior employee will be awarded the position.
- 15.05 The successful applicant shall be notified within one (1) week following the end of the posting period. The internal candidate shall be placed on trial for a period of ninety (90) calendar days. Condition on satisfactory service, the employee shall be declared permanent after the period of ninety (90) calendar days. In the event the internal applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. In the event the vacancy is filled by an external applicant, the new employee shall serve a probationary period in accordance with Article 14.03.
- 15.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin boards. The Employer shall provide, upon request, a verbal explanation to all senior applicants who have been denied promotion or transfer.
- 15.07 The Employer shall bulletin any training courses and experimental programs for employees. The bulletin shall contain the following information:
- (1) Type of course (subject and materials to be covered).
 - (2) Time, duration and location of the course.
 - (3) Basic minimum qualifications required for applicants.

This bulletin shall be posted as early as possible on the bulletin board to afford all interested employees an opportunity to apply for such training.

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided the senior employees have the required qualifications and ability to do the remaining work.
- 16.02 New employees will be hired after all laid off employees have been given an opportunity to recall, if work is available, based on their seniority and qualifications. This right of recall is limited to a period of twelve (12) months from the date of layoff.
- 16.03 The Employer shall give Employees who are to be laid off four (4) weeks' notice and/or pay in lieu of notice except where there are unanticipated circumstances.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 (a) This Article 17.01 applies only to Full-Time Employees and is subject to Article 17.02.
- (b) The Employer agrees that the normal hours of work for Full-Time employees will be cycled on a framework of eighty (80) hours bi-weekly for housekeeping, security and ice making staff and two thousand eighty (2080) hours yearly for operations staff.
- (c) The Employer will follow a standardized framework in scheduling which shall include staff consultation from each department. Sixty (60) days' notification will be provided by the Employer (or less if mutually agreed) prior to a change in the framework of the scheduling process. The initial standardized framework is set out in Appendix "B" to this Collective Agreement.
- (d) If the Employer wishes to make an individual adjustment to a posted schedule cycle, the Employee is entitled to seven (7) days' notice, provided however:
- (i) an Employee may voluntarily accept a shorter notice adjustment; and
- (ii) in the case of unanticipated circumstances, individual adjustments may be required without such notice.
- If an Employee wishes to make an individual adjustment to a posted schedule cycle, the Employee will give the Employer seven (7) days' notice of the request and the Employer will make reasonable efforts to accommodate the Employee's request.
- (e) Any standardized framework in scheduling will not include shifts longer than twelve (12) hours. Shifts will be identified as days, evenings and nights.
- (f) Any standardized framework in scheduling will include a minimum of two (2) consecutive days off within an employee's eighty (80) hour cycle.
- (g) Every job posting for a Full-Time position shall identify the scheduling framework, as set out in Appendix "B", that applies to the posted position, and the day of the week on which that framework begins.

Where a new Full-Time position is posted within an existing classification, all current Full-Time employees within that classification shall be offered the opportunity to move to the scheduling framework applicable to the newly posted position prior to the position being filled by an external candidate or a candidate from another classification. Where more than one current Full-Time employee within the classification wishes to move to the new framework, preference shall be given in order of seniority.

For greater certainty, this Article does not require the Employer to post a new Full-Time position solely for the purpose of allowing existing employees to change their scheduling framework.

- 17.02 Notwithstanding Article 17.01, the Employer may create up to one (1) new full-time position in Housekeeping without being restricted by the standard scheduling framework (scheduling cycle) for the department or classification. Any such new position shall be posted in accordance with Article 15.01.
- 17.03 (a) Each employee shall be entitled to a thirty (30) minute paid meal break in each shift.
- (b) All employees covered by this Agreement shall be permitted a fifteen (15) minute paid break period in each half of any shift to be known as the "Break Period".
- 17.04 Every reasonable attempt will be made to schedule sixteen (16) hours of rest between shifts for Full-Time employees, except twelve (12) hours for Full-Time employees in Operations, and eight (8) hours of rest between shifts for Part-Time employees.
- 17.05 The work schedule for all Full-Time and Part-Time employees shall be posted in an appropriate place at least one (1) calendar week in advance. Such postings shall be made at least three (3) calendar weeks prior to Christmas Day.
- 17.06 An employee who is called in to work will receive either four (4) hours' straight time call-in pay or straight time pay for hours worked, whichever is greater.
- 17.07 Employees required to work a double shift shall be provided with a meal allowance of twenty-five dollars (\$25.00) by the Employer.
- 17.08 The minimum number of hours a Part-Time employee will be scheduled is three (3) consecutive hours.
- 17.09 Any additional hours of work on a normal work day requested by the Employer above the normal hours of work (as per Article 17.01) would be voluntary for Full-Time Employees. Pay will be based on straight time off in lieu of the time worked. Any additional hours to Part-Time Employees shall be paid straight time.
- 17.10 The Employer agrees that the normal hours of work for Part-Time staff shall be as hours are available in his/her department. Hours will be offered on the basis of staff availability, seniority and assigned work. Therefore, in each bi-weekly scheduling period, a senior Employee in a classification shall be offered more hours than an Employee in that classification who has less seniority, subject to availability of the senior Employee and assigned work.

- 17.11 (a) Obligations of Part-Time Employee:
- (i) Obligation to complete availability list: Part-Time Employees are required to complete an availability list indicating a minimum of four shifts (that is, 32 hours) in a calendar month; they are required to indicate any change in their availability seven (7) days prior to posting of the schedule.
 - (ii) Obligation to work scheduled shifts: Part-Time Employees are expected to work all shifts which are scheduled in accordance with their availability as stated on the availability list.
- (b) Failure by a Part-Time Employee to:
- (i) fulfill his/her obligation in regard to the Availability List;
 - (ii) work as scheduled on three consecutive shifts without a valid reason; or
 - (iii) work at least eighty-five percent (85%) of the scheduled shifts during any three month period unless there are extraordinary circumstances where, as a result of illness or injury established to the satisfaction of the Employer (with the Part-Time Employee to be given an opportunity to establish and explain the circumstances to the Employer), a Part-Time Employee is absent for an extended period;

will subject the Part-Time Employee to the provisions of paragraph (c).

Note: It is agreed that the percentage set out in clause (iii) reflects the fact that some Part-Time Employees are not scheduled consistently every pay period and in no way establishes a standard for attendance of a Full-Time Employee.

- (c) Part-Time Employees in breach of paragraph (b) will be subject to:
- (i) First occasion: counselling;
 - (ii) Second occasion (not necessarily the same breach as the first occasion): removal from position on the seniority list and placement at the bottom of the seniority list;
 - (iii) Third occasion (not necessarily the same breach as the first or second occasion): removal from the seniority list (and the bargaining unit) and transfer to status of Casual Employee.
- (d) This provision does not restrict the rights of the Employer under the Collective Agreement nor does it restrict the right of the Union to file a grievance in accordance with the provisions of the Collective Agreement.

ARTICLE 18 - OVERTIME AND PAID IN LIEU

- 18.01 Overtime work by an Employee shall be voluntary. Except in exceptional circumstances, all overtime must be requested by and approved by the Employee's supervisor in advance of the overtime being worked.
- 18.02 Overtime occurs when an Employee has worked more than eighty (80) hours in a pay period or forty-eight (48) hours in a single week. Overtime shall be paid at one and a half times (1.5X) the Employee's regular rate of pay.

ARTICLE 19 - PAID HOLIDAYS

- 19.01 (a) Full-Time Employees covered by this Agreement shall be granted the following paid holidays namely,

New Year's Day	Natal Day
Heritage Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Truth and Reconciliation Day	

- (b) Part-Time employees covered by this Agreement shall be granted the following paid holidays in accordance with the *Labour Standards Code*; namely,

New Year's Day	Canada Day
Heritage Day	Labour Day
Good Friday	Christmas Day
Truth and Reconciliation Day	

19.02 (a) Holiday Pay Eligibility. An employee shall be entitled to be paid for a general holiday if:

(i) he or she has received or is entitled to receive pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday; and

(ii) he or she has worked on his or her scheduled working day immediately preceding and immediately following the holiday.

Clause (ii) above shall not apply if the Employer has directed the employee not to report for work on his or her scheduled working day either immediately prior to or following the holiday.

(b) Holiday Pay — Employees Not Required to Work. An employee who is entitled to holiday pay under Article 19.02(a) and who is not required to work on the holiday shall be paid as follows:

(i) Full-Time Employees: A Full-Time employee shall receive eight (8) hours of pay at the employee's regular rate of pay.

(ii) Part-Time Employees: A Part-Time employee shall receive pay at the employee's regular rate of pay for a number of hours equal to the average number of hours worked per day by the employee during the thirty (30) calendar days immediately preceding the holiday.

(c) Holiday Pay — Employees Required to Work. An employee who is entitled to holiday pay under Article 19.02(a) and who is required to work on a holiday shall receive the following:

(i) Full-Time Employees: A Full-Time employee shall receive the holiday pay set out in Article 19.02(b)(i), plus one and one-half times (1.5x) the employee's regular rate of pay for all hours actually worked on the holiday.

19.03 (ii) Part-Time Employees: A Part-Time employee shall receive the holiday pay set out in Article 19.02(b)(ii), plus one and one-half times (1.5x) the employee's regular rate of pay for all hours actually worked on the holiday. Any request by the Employer for an employee to work additional hours on a paid holiday above the employee's normal scheduled hours shall be voluntary. An employee who agrees to work such additional hours on a paid holiday shall be compensated in accordance with Article 19.02(c) above.

ARTICLE 20 - VACATIONS

20.01 Vacations for Full-Time employees shall be given in accordance with the following schedule; namely,

(a) During the first year or part thereof - one and one-quarter (1.25) days per month worked.

(b) After one (1) year of completed service - fifteen (15) working days per annum.

- (c) After eight (8) years of completed service - twenty (20) working days per annum.
- (d) After fifteen (15) years of completed service - twenty (20) working days plus one (1) additional working day per annum to a maximum of twenty-five (25) working days.
- (e) The above are to be calculated on the basis that the vacation year is January 1 to December 31.

20.02 In addition to the vacation set in Article 20.01, Building Engineers and Operators will receive vacation pay based on the regular rate of pay and rate of vacation pay applicable to the individual for all hours worked beyond two thousand and eighty (2,080) hours during the annual pay cycle of 26 pay periods. (The present annual pay cycle is for the period December 13, 2015 to December 10, 2016.) This amount will be paid out in January each year.

Example: As of the annual pay cycle ending in December 2016, a Full-Time Building Engineer has worked 2,150 hours (70 hours more than the standard 2,080 hours) and has been employed for more than one year, but less than eight (8) years, so the appropriate rate of vacation pay is six percent (6%). In January 2017 (when the Building Engineer's regular rate of pay will be \$17.39), the additional vacation pay for the Building Engineer will be calculated as follows: 70 hours x \$17.39 per hour x 6% = \$73.04.

20.03 Part-Time Employees shall receive vacation pay in accordance with the *Labour Standards Code* (Nova Scotia), which presently requires four percent (4%) of earnings for service up to eight years and six percent (6%) of earnings for service of eight years or more. Part-Time Employees shall have the option of receiving their vacation pay on a bi-weekly basis or once a year in a lump sum.

20.04 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon.

20.05 An employee terminating employment at a time in the vacation year prior to using his/her vacation shall be entitled to a proportionate payment of wages in lieu of such vacation prior to termination.

20.06 (a) Vacations shall be granted on the basis of seniority subject to employees complying with the April 1 deadline for indicating their preference. Employees who do not submit their request(s) for vacation by April 1 shall lose their opportunity to receive preference over other employees who have less seniority, but who submit their requests by the deadline.

(b) Requests for vacation received after an employee has lost preference for vacation scheduling on the basis of seniority, in accordance with Article 20.06(a), shall be approved or denied based on the date and time which they are received, that is, on a first come, first served basis.

(c) Requests for vacation are in all cases subject to the operational requirements of the Employer.

- 20.07 The Employer will post a list of vacation entitlements by no later than February 1 of each year and employees must indicate their preference for vacation by no later than April 1. The final schedule shall be posted by May 1.
- 20.08 Upon posting the final vacation schedule (May 1), the schedule cannot be changed without the consent of the employee or the Employer. An employee shall not receive an unbroken period of vacation unless mutually agreed upon between employee and Employer.
- 20.09 No employee shall be required to work during his/her scheduled vacation.
- 20.10 All vacation time must be taken in the designated year unless approved by the Employer. Employees may carry over one (1) week of vacation time each year.
- 20.11 Employees shall be permitted to change vacation leave to sick leave if, during vacation leave, an employee is hospitalized and such hospitalization is supported by a medical certificate from a legally qualified medical practitioner. An employee's vacation leave shall be restored to the extent of the period of hospitalization. Vacation leave shall then be rescheduled at a time mutually agreed between the employee and the Employer.
- 20.12 Vacations shall be granted on the basis of departmental seniority subject to the Employer's operational requirements in accordance with Article 20.06 (c).
- 20.13 Employees will be permitted to schedule their vacations to run consecutively with their regularly scheduled days off.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 The Employer may grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. It is expressly agreed that any replacement for an employee on such leave of absence shall be by a Part-Time employee based on seniority and availability and qualifications.
- 21.02 The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave work temporarily in order to assist in the processing of grievances, they shall suffer no loss of pay for time so spent.
- 21.03 During the period of any unpaid leave of absence, the Employee shall retain his/her seniority. If the Employee wishes to continue with his/her benefit coverage, he/she must contribute the full share of the premium.

ARTICLE 22 - UNION LEAVE

- 21.01 (a) Upon reasonable notice from the Union, the Employer shall, unless operational requirements prohibit, grant a leave of absence for the use of Union members, when they are delegated by the Union, for the purpose of attending to Union business. Where such leave is granted, the Employer shall continue the members' pay at the request of the Union as if they were at work and shall bill the Union for those members' pay. The Employer shall submit its bill to the Union within (3) months of such leave having occurred and the Union shall reimburse the Employer within thirty (30) calendar days.
- (b) "Pay" includes all compensation, benefits, and pension to which an Employee is entitled while at work. All seniority and service shall continue to accrue while an Employee is on Union leave and an Employee on Union leave shall remain entitled to all rights and privileges provided by this collective agreement
- (c) Requests for Union leave shall, whenever possible, be made in writing and such requests shall not be unreasonably refused.

ARTICLE 23 - ATTENDANCE

23.01 Importance of Regular Attendance

It is recognized that the success of the Employer's operation hinges on each Employee as each Employee is part of a team and any unscheduled absence affects both the Employer and other team members negatively.

23.02 Notification of Absence

In any case of absence of an Employee due to sickness (which, in this Article, includes both illness or injury), the matter shall be reported, where it is an A.M. shift, at least one (1) hour prior to the time that such employee's shift commences, and where it is a P.M. shift, at least three (3) hours prior to the time that such employee's shift commences. Failure to comply with the reporting times subjects an Employee to discipline. The Employer reserves the right to investigate the reported illness of an Employee.

23.03 Continuing Contact With Employer During Absence

- (a) If an Employee calls in sick and he/she is unaware of the duration of the sickness, then the Employee must call in on a daily basis in order for the facility to maintain proper scheduling or until a doctor has put the Employee off for an extended period. During the daily call, if the Employee knows a date of expected return to work, he/she shall inform management of that date and in all cases, the Employee shall provide at least eight (8) hours' notice of return to work.
- (b) An Employee who is off work for an extended period shall still maintain regular contact with the Employer and, without restricting that obligation of the Employee, the Employee shall personally contact his supervisor or another individual designated by the Employer at least once every two (2) weeks.

23.04 Notification of Return to Work After Extended Absence

- (a) In the event an Employee is absent because of illness or injury for less than two (2) months, but for ten (10) consecutive shifts or more so that his/her name has not been included in a schedule which has been posted, the Employee shall not be inserted into the schedule until seven (7) days after notifying the Employer of a firm date that he/she is fit to return to work. The Employer will then amend any posted schedule for the period after the seven (7) days to insert the returned Employee into the posted schedule unless operational requirements allow the Employee to return before expiry of the posted schedule.
- (b) In the event an Employee is absent because of illness or injury for a period of two (2) months or more, the Employee shall notify the Employer of his/her return to work at least seven (7) days before the next schedule is posted so he/she can be inserted in the new schedule. The Employee will endeavor to give the Employer additional notice when possible. Unless the Employee gives the minimum notice, the Employee will only be allowed to return before the expiry of the new schedule if there are operational requirements, for example, to replace an Employee in his/her classification who was scheduled but is unable to work.

Example 1: Employee gives notice of return to work at least seven (7) days before the next schedule is posted: the Employee is included in the next schedule.

Example 2: Employee gives notice during the seven (7) day period prior to posting of a schedule (when the schedule is being prepared): Employee is not included in the schedule being prepared, but will be included in the following schedule.

23.05 Medical Certificates and Information

- (a) Without in any way modifying the obligations and rights provided for in Articles 23.05(b) and (c), the Employer may request and an Employee must provide a medical certificate in accordance with the Nova Scotia *Medical Certificates for Employee Absence Act*, as amended.
- (b) Where the Employer has reason to believe that an Employee is absent without reasonable excuse, where there is excessive absenteeism or a pattern of absenteeism is present, the Employer may issue to the Employee a standing directive for a period of up to six (6) months that requires the Employee to provide medical evidence for any period of absence for illness or injury. Such medical evidence shall verify the illness or injury and an inability to carry out normal duties.

The Employer shall advise the Employee in writing, with a copy to the Union, which of the above reasons is the reason (or reasons) for the standing directive being issued to that Employee, together with a basic explanation.

- (c) The Employer may require an Employee to provide medical information from his/her treating physician(s) or his/her appropriate health care practitioners to determine:
 - (i) the Employee's fitness to return to work, including limitations and/or restrictions relating to job demands, including cases of excessive absenteeism; or

- (ii) the Employer's obligation in regard to an Employee's request for accommodation.

Where the Employer does not receive sufficient medical information to make these determinations, it will provide the Employee with details of the deficiency and give the Employee an opportunity to respond.

- (d) The above provisions do not restrict any Employer rights in regard to obtaining medical certificates or Employee medical information.

23.06 Discipline for Culpable Absenteeism

An Employee who fails to report for work without reasonable excuse or who makes intentional misrepresentations to the Employer in regard to his/her fitness and availability for work is subject to discipline up to and including termination of employment.

23.07 Excessive Absenteeism

Excessive absenteeism may subject an Employee to dismissal provided, however, the Employee has previously received counselling and, in the presence of a Union Advocate, a written warning. An Employee who has a record of excessive absenteeism bears the onus of establishing to the Employer, on request, (and to any Arbitrator) that he will attend work regularly in the future.

ARTICLE 24 - SICK LEAVE

24.01 A cumulative sick leave plan applies to all Full-Time employees. Each eligible employee shall be entitled to one and one-half (1.5) days of sick leave for each working month for personal illness or injury without deduction of pay.

24.02 Sick leave credits are cumulative up to a maximum of one hundred and thirty-five (135) days. No salary payments shall be made to the employee for absence beyond the number of days to his/her credit. A list will be posted yearly designating the amount of sick leave hours each employee has accumulated.

24.03 Fraudulently applying for and obtaining sick leave is cause for discipline up to and including discharge.

24.04 **Family Leave** - Where no one is available at home, other than the Employee, to provide for the needs during illness of an immediate family member, an Employee shall be entitled to five (5) days each year to care for the member of the family who is ill. This will be deducted from the accumulated sick leave.

24.05 An Employee who is injured or comes down with an unusual contagious illness contracted at work during working hours and is required to leave for treatment or is sent home as a result of such injury or illness shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave.

- 24.06 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Employer.

ARTICLE 25 - BEREAVEMENT LEAVE

- 25.01 (a) Full-Time Employees bereaved by the death of a relative will be granted time off work without loss of pay or seniority as follows:

When a death occurs in an employee's immediate family, he/she shall be granted three (3) days off with pay following the date of the death.

Employees shall be granted one (1) day's leave with pay to attend the funeral or memorial service in the event of the death of a grandparent, aunt, uncle, niece or nephew.

- (b) When a death occurs in the immediate family of a Part-Time Employee, he/she shall be granted time off and be paid for any hours he/she was scheduled to work during the three (3) consecutive calendar days immediately following the death.
- (c) For the purposes of paragraphs (a) and (b), immediate family includes father, mother, spouse (including common law or same sex partner), brother, sister, son, daughter, father-in-law, and mother-in-law.
- (d) On the death of a former or fellow employee, employees may be granted time off from work to attend the funeral.
- (e) The amount of time off for bereavement leave may be extended by the Employer for extenuating circumstances, subject to the discretion of the Employer.
- (f) An employee may access sick leave, vacation leave, or time in lieu, if needed, to extend paid leave for a bereavement, subject to the operational requirements of the Employer.
- (g) Bereavement leave may be reasonably applied at any time within twelve (12) months of the death to enable an employee to participate in rites, ceremonies, memorials, or legal matters arising from the death. The taking of bereavement leave is not limited to being taken immediately following the date of death. An employee who wishes to take bereavement leave at a future date shall provide the Employer with written notice as soon as reasonably practicable in advance of the intended leave.

ARTICLE 26 - MATERNITY LEAVE

- 26.01 Maternity leave shall be provided in accordance with the provisions of the Nova Scotia *Labour Standards Code*.
- 26.02 No seniority is to be lost as a result of maternity leave.
- 26.03 During the period of maternity leave, the Employer shall continue to pay the Employer's share of the applicable benefit packages if such plans are cost shared.

- 26.04 An employee may not apply for additional leave unless such request is in writing from the employee's doctor and is subject to the Employer's approval.
- 26.05 **Paternity Leave** - An employee shall be granted two (2) days' paternity leave at the time of the birth of the employee's child; such leave to be deducted from accumulated sick leave.
- 26.06 **Adoptive Leave** - The Employer agrees to provide adoptive leave in accordance with the Nova Scotia *Labour Standards Code*. The Employer also agrees that no seniority will be lost as a result of adoptive leave.

ARTICLE 27 - JURY DUTY

- 27.01 (a) The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court action, except proceedings arising out of this Collective Agreement, subject to the following conditions; namely,
- (1) that the employee present a copy of the Notice of Jury or Subpoena to the General Manager;
 - (2) that if the employee is not called to serve on a jury at a time during the term of the Supreme Court, he or she shall return to work and presume his or her normal shift; extenuating circumstances could permit management to allow extra time;
 - (3) that if the employee is a plaintiff or defendant in a civil action, he or she shall not be paid for those periods during which the employee is absent from his or her normal shift for the purpose of attending court;
 - (4) if the employee is an accused in a criminal action, he or she shall not be paid for those periods during which the employee is absent from his or her normal shift for the purpose of attending court.
- (b) When Article 27.01 (a) applies, the Employer shall pay an employee the difference between normal earnings and the payment received for jury service or witness fees, excluding payments for travelling, meals or other expenses. The employee will present proof of services and the amount of pay received.

ARTICLE 28 - DOMESTIC VIOLENCE LEAVE

- 28.01 Domestic Violence Leave shall be provided in accordance with the provisions of the Nova Scotia Labour Standards Code.
- 28.02 The following is a summary of the entitlements provided to employees under the Nova Scotia Labour Standards Code as of the date of signing of this Agreement, and is provided for ease of reference only. The entitlements set out in this Article shall at all times be consistent with and shall neither exceed nor be less than the entitlements provided under the Code, as amended from time to time. As of the date of signing, employees who experience domestic violence, or whose child under the age of eighteen (18) experiences domestic violence, are entitled to up to ten (10) days of domestic violence leave, which may be taken intermittently or in one continuous period, and up to sixteen (16) consecutive weeks of domestic violence leave in one continuous period, with five (5) of those days being paid.

ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES

- 29.01 Full-Time and Part-Time employees included in this Agreement shall be paid on a bi-weekly basis. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.
- 29.02 The Employer and the employee are required to give at least two (2) weeks' notice to one another in writing, as the case may be, before termination of employment, unless such termination is for disciplinary action.
- 29.03 Any employee covered by this Agreement who is temporarily assigned to another classification listed in Appendix "A" annexed hereto for which the rate of pay is higher than the employee's regular rate of pay shall receive the higher rate of pay while so employed.
- 29.04 Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.

ARTICLE 30 - EMPLOYEE BENEFITS

- 30.01 The Employer will provide a basic group insurance health care plan (including medical and disability, but not dental) to Full-Time employees who have completed two (2) years of service.
- Subject to the rules and regulations of the plan, Full-Time employees who meet the service requirement will be eligible to join the plan, if they so choose.
- Fifty percent (50%) of the premiums for the group insurance plan will be paid by the Employee and fifty percent (50%) of the premiums will be paid by the Employer.

30.02 As of the signing of this Agreement, the Employer is participating in the Halifax Regional Municipality group insurance plan and it is understood that the Employer fulfills its obligations under Article 30.01 by arranging for Full-Time employees who meet the service requirements to participate in the plan as follows:

- (a) health – “option 1”;
- (b) long term disability – “core”; and
- (c) life and accidental death and dismemberment – “core”.

When an employee becomes eligible to participate in the group insurance plan pursuant to Article 30.01, and subject to the rules and regulations of the Plan, the Employer will provide her/him with details of the coverage and the costs of the plan and information regarding there being a one-time opportunity to enrol in the plan. An employee wishing to enrol in the plan must complete all required documentation and return it to the Employer as soon as reasonably possible, and no later than three (3) weeks after receiving the information package. Failure of the employee to enrol in the “core” benefits referred to in clauses (b) and (c) above, or cancellation by the employee of the “core” benefits, prevents the employee from participating in the Plan in the future.

30.03 Subject always to the rules and regulations of the group insurance health care plan, if an employee who has coverage under the group insurance health care plan is absent from work without pay, the employee may elect to continue group insurance coverage as follows:

- (a) during the first six (6) months, by paying the Employer, on a monthly basis in advance of the Employer’s remittance of premiums to the insurers, fifty percent (50%) of the premiums payable with respect to the employee, and the Employer will remit that payment, together with its share of the premium, to the insurer; and
- (b) after six (6) months, by paying the Employer, on a monthly basis in advance of the Employer’s remittance of premiums to the insurers, one hundred percent (100%) of the premiums payable with respect to the employee, and the Employer will remit the premiums to the insurer.

30.04 All employees shall be covered by the *Workers’ Compensation Act*. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident, as long as the said employee is receiving full benefits from the Workers’ Compensation Board. Employees who are placed on a disability pension shall have their position protected for a period of twelve (12) months following the effective date of the pension.

ARTICLE 31 - SAFETY AND HEALTH

31.01 The Employer and the Union shall co-operate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new *Occupational Health and Safety Act* and this will serve as the guidelines for safety practices within the facility.

- 31.02 (a) An Occupational Health and Safety Committee (O.H.S.C.) shall be established in accordance with the *Occupational Health and Safety Act*, which is composed of a minimum of three (3) representatives of both the Union and the Employer. This shall be known as the NSUPE Local 22 & CHP Occupational Health and Safety Committee (O.H.S.C.). Alternatively, up to three (3) representatives from the Union can be included and part of an Occupational Health and Safety Committee consisting of all employee groups within CHP.
- (b) Minutes shall be kept of all O.H.S.C. meetings. The co-chairs shall review the draft minutes which shall be sent to the Employer, Union and Committee members and be posted in accordance with the *Act* not later than five (5) days after the meeting. The draft minutes or an approved amended version shall remain posted until they are replaced by the minutes of the next meeting, but in no case shall the minutes of a meeting be posted less than thirty (30) days.
- (c) The O.H.S.C. shall have two (2) co-chairpersons. The Union shall point one (1) co-chairperson, and the Employer shall appoint one (1) co-chairperson, and the co-chairpersons shall alternate the O.H.S.C. meetings.
- (d) O.H.S.C. meetings shall be scheduled during normal working hours except that in an urgent case, a meeting may be scheduled or called at any time.
- (e) An Employee who is a member of a Committee is entitled to such time off from work as is necessary to attend meetings of the Committee, to take any training which is recommended by the Committee and approved by the Employer and to carry out the Employee's functions as a member of the Committee. Where an Employee attends a Committee meeting on a day on which the Employee is scheduled to work, such time shall be deemed to be time worked for which the Employee shall be paid at the Employee's straight time rate of pay for the duration of the meeting. Where an Employee is required to attend a Committee meeting on the Employee's scheduled day off, the Employee shall be paid at the Employee's straight time rate of pay for a minimum of three (3) hours or the duration of the meeting, whichever is greater.
- 31.03 A first aid kit shall be supplied by the Employer.
- 31.04 Employees shall wear safety equipment when required to do so by the Employer. The Employer shall ensure there is an adequate supply of such safety equipment and that it is in working order.

ARTICLE 32 - MISCELLANEOUS

- 32.01 Accommodations shall be provided for employees to have their meals and store and change their clothes in accordance with the practices existing as of the date of the signing of this contract.
- 32.02 The Employer shall provide in the Staff Room bulletin boards which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

32.03 Employees may be entitled to arrange to change shifts, with the approval of their supervisor, in order to keep appointments with medical specialists. Such approval shall not be unreasonably withheld.

32.04 Employees who are required to use their personal vehicle for the purposes of the Employer will receive forty-six cents (\$0.46) per kilometer, bridge tolls and parking fees.

32.05 Uniforms

(a) Uniform requirement: Employees shall wear uniforms when required to do so by the Employer.

(b) Ownership and use: Uniforms which are provided by the Employer are considered to be provided on a loan basis for an Employee's use while on duty. Employees shall be responsible for the care of their uniforms, reasonable wear and tear excepted. Uniforms are to be returned to the Employer if the Employee's service is discontinued for any reason.

New Employees who are required to wear a uniform shall be provided, without paying for or contributing to the cost of the uniform, with two (2) sets of uniforms and also a third shirt in the case of Full-Time Employees whose uniform includes shirts.

Employees whose duties require them to work outside or in a rink will have the option to receive one or more of their shirts with long sleeves. (As long as the uniform shirt is a t-shirt, any long sleeved shirts will be long sleeved t-shirts.)

The Employer will ensure there are at least four (4) winter jackets suitable in various sizes and in good repair available for use by Security employees for doing outside rounds during the winter months.

(c) Replacement:

(i) When existing uniforms become worn or damaged in the course of an Employee's duty, replacement uniforms shall be provided by the Employer, without payment or contribution by the Employee, as reasonably required upon return of the worn out or damaged clothing, provided:

(A) for Employees who are required to wear uniform shirts and pants, the Employer is not obliged to pay for more than two (2) sets of uniforms (and also a third shirt in the case of an Employee whose uniform includes a shirt) every 2,000 hours worked by the Employee ("maximum issue"); and

(B) any replacement uniforms beyond the maximum issue shall be cost-shared by the Employer and the Employee on a 50/50 basis.

(ii) An Employee shall be responsible for the full cost of any uniforms which become worn or damaged other than in the Employee's regular course of duty.

- (iii) The Employer may require an Employee to obtain a replacement uniform where, in the opinion of the Employer, an existing uniform is no longer appropriate because it has become worn or damaged. This may require an Employee to cost-share the replacement uniform under paragraph (c) (i) (B) or pay for the full cost of the uniform under paragraph (c) (ii).
- (iv) Any required Employee payment towards the costs of a uniform may be done through payroll deduction.
- (d) It is understood that, in supplying and replacing uniforms under this Article, the Employer will normally only be arranging for uniforms twice a year, in February and in September. Each department will be assigned one of these months for replacement of uniforms. Arranging of uniforms for new employees in any department may take place in either of the two months.
- (e) The Employer may fulfill its obligation in regard to uniforms, not only by providing uniforms directly to an Employee, but by authorizing an Employee to purchase a uniform from a local supplier.
- (f) Employees will be provided an option to purchase through the Employer but at their own expense additional approved uniforms over and above the maximum issue. Such uniforms will be purchased through the Employer but will remain the property of the employee.

32.06 Safety Footwear

The Employer will reimburse Building Engineers, Operators and Labourers, and any other employees required to wear safety footwear, for the receipted amount of safety footwear to a maximum amount of one hundred and fifty dollars (\$150) inclusive of taxes per year. An Employee may choose not to receive the footwear allowance in one year and instead receive three hundred dollars (\$300) in the second year. For Part-Time Employees, safety footwear will be reimbursed as set out above, but on the basis that one year means two thousand (2,000) hours worked.

32.07 Certification Fees

Effective after signing of this Agreement, the Employer shall reimburse Building Engineers, upon presentation of receipt, the full cost of any annual fees necessary to maintain their Power Engineering certification to a maximum of \$100 per year. This is payable only to Building Engineers who have completed their probationary period prior to the date when renewal fees are payable.

ARTICLE 33 - JOB CLASSIFICATIONS

33.01 Existing job classifications shall not be eliminated without prior consultation with the Union.

33.02 When a position not covered but in the Bargaining Unit is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such disputes shall be

submitted to grievance and arbitration. The new rate shall be come retroactive to the time the position was first filled by an Employee.

ARTICLE 34 - CONTRACTING OUT

- 34.01 (a) In order to provide job security for members of the bargaining unit, the Employer agrees to not contract out work or services presently performed by members of the bargaining unit in whole or in part, if such contracting out will cause the layoff or termination of members of the bargaining unit.
- (b) In the event the Employer introduces a new method of operation or new equipment which may cause displacement of some current employees, the Employer endeavours to advise the Union as far in advance as possible, and further undertakes to offer possible displaced employees other work which may be available or retraining if possible.

ARTICLE 35 - INCLEMENT WEATHER DAYS

35.01 If the Employer closes the building completely and ceases all operations during working hours for whatever reason, Employees shall then be excused from work and their pay shall not be reduced as a consequence.

35.02 Where the Employer's building is open and Halifax Metro Transit has formally suspended all bus service across the entire Halifax Regional Municipality due to inclement weather, an employee who is unable to report for their scheduled shift during the period of that suspension may:

- (a) have a delayed start, with the delayed period corresponding to the duration of the Halifax Metro Transit suspension of all bus service across the entire Halifax Regional Municipality;
- (b) be excused from work without pay for the duration of the Halifax Metro Transit suspension of all bus service across the entire Halifax Regional Municipality; or
- (c) use any acquired paid leave time, including accumulated time in lieu, sick leave, or vacation leave, for the duration of the Halifax Metro Transit suspension of all bus service across the entire Halifax Regional Municipality.

An employee exercising any option under this Article shall notify the Employer as soon as reasonably practicable. The suspension of Halifax Metro Transit bus service across the entire Halifax Regional Municipality is the sole trigger for this Article and no other circumstances shall give rise to an entitlement under Article 35.02.

ARTICLE 36 - GENERAL

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

ARTICLE 37 - NO STRIKE AND NO LOCKOUT

37.01 The Union agrees that during the term of this Agreement there shall be no strikes, stoppages of work or any other interference with the operation of the Employer by the Union or any of its members and the employer agrees that during the same term there shall be no lockouts by it or any of its employees.


ARTICLE 38 - DURATION

38.01 This Agreement shall be in full force and effect from April 1, 2025 (subject to Article 38.02) until March 31, 2030 and shall remain in full force and effect from year to year thereafter, unless one of the parties hereto notifies the other party in writing, within a period of not more than sixty (60) days prior to the scheduled termination date of this Collective Agreement, of its intention to negotiate a new Collective Agreement.

38.02 Only the wage rates set out in Appendix "A" are retroactive and only persons who are Employees on the date of signing of this Agreement shall be entitled to retroactive pay.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement this day of March, 2026.

CHP Recreation Society


Per: 

Jen Heddon
General Manager

Per: 

Jeff Baker
Operations Manager

NOVA SCOTIA UNION OF PUBLIC
AND PRIVATE EMPLOYEES

Per: 

Ari VanGeest
NSUPE Business Agent / Organizer

Per: 

Robert Styles
Local 22 President

APPENDIX "A"

	<u>Apr. 1/24</u>	<u>Apr. 1/25</u>	<u>Apr. 1/26 (2%)</u>	<u>Apr. 1/27 (2%)</u>	<u>Apr. 1/28 (2%)</u>	<u>Apr. 1/29 (2%)</u>
<u>OPERATIONS</u>						
Building Engineer	\$21.89	\$24.89	\$25.39	\$25.90	\$26.41	\$26.94
Operator	\$19.86	\$22.86	\$23.32	\$23.78	\$24.26	\$24.74
Labourer 2	\$17.90	\$20.90	\$21.32	\$21.74	\$22.18	\$22.62
<u>HOUSEKEEPING</u>						
Housekeepers	\$16.62	\$19.62	\$20.01	\$20.41	\$20.82	\$21.24
<u>SECURITY</u>						
Security	\$16.62	\$18.62	\$18.99	\$19.37	\$19.76	\$20.15

APPENDIX "B"
Scheduling Framework

Based on operational requirements, the following frameworks shall be in place.

Six on, three off (9 hour shifts)

Five on, two off (8 hour shifts)

Four on, three off (10 hour shifts)

Four on, one off, three on, one off, three on, two off (8 hour shifts) or similar

Floater (Limited to one cleaning position as per Article 17.02)

APPENDIX “C”
On-Call Shifts Framework for Engineers & Operators

ON-CALL SHIFT FRAMEWORK:

On-call shifts are scheduled based on operational requirements

Engineers & Operators (Full-Time)*

Three (3) days on-call, then fifteen (15) days not

** On-call shifts will be scheduled/paired with evening shifts*

ON-CALL PAY:

Employees who are scheduled for on-call work will receive 2 hours straight pay at their hourly rate.

If employees are called to come into work, they will receive either 4 hours of straight pay at their hourly rate or paid for their actual time worked (whichever is greater).

