

COLLECTIVE AGREEMENT

between

CROTHALL SERVICES CANADA INC.

and the

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION



NSGEU

**Laundry Services Bargaining Unit
NSGEU Local 24**

July 8, 2009 to July 7, 2012

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PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Company, the employees and the Union, to promote the well being and increased productivity of employees to the end that clients be well and efficiently served and to promote an environment where employees want to work and are valued, accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, the parties agree as follows:

ARTICLE 1 – PURPOSE, INTERPRETATION AND DEFINITIONS

- 1.01** This agreement is designed specifically to provide orderly collective bargaining relations between the Company and its employees who are subject to the provisions of this Collective Agreement to secure prompt and equitable disposition of grievances. Furthermore, it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of this agreement shall not be condoned by either of the parties signatory hereto.

- 1.02** The parties are agreed that in accordance with the general purpose of this agreement it is mutually advantageous that the Company operates in an efficient and profitable manner under methods which will further to the fullest extent possible the level of service to the client, the economy of operation, the quality and quantity of output, the cleanliness of the premises and the protection of property.

1.03 Definitions

For the purpose of this Agreement:

- (1) **“Anniversary Date”** shall mean the date of hire of an employee.

- (2) **“Common-law relationship”** is said to exist when, for a continuous period of more than one (1) year, an employee has lived with a person, publicly represented that person to be her spouse, and lives continually with that person as if that person were her spouse.

- (3) **“Company”** means Crothall Services Canada Inc.

- (4) **“Day”**, except where otherwise provided, means Monday through Friday, excluding holidays.

- (5) **“Employee”** means a person who is included in the bargaining unit as defined in Article 2.01 and includes:
- (a) **“Full-time Employee”** is an employee who is hired to work the bi-weekly hours of work as provided in this Agreement;
 - (b) **“Part-time Employee”** is an employee who is hired to work less than the full-time hours of work as provided in this Agreement; and
 - (c) **“Permanent Employee”** is an employee who has completed her probationary period and is employed on a full-time or part-time basis without reference to any specified date of termination of employment.
- (6) **“Holiday”** means:
- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
 - (b) in any other case, the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- (7) **“Leave of absence”** means absent from work with permission.
- (8) **“Lockout”** includes the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of its employees done to compel the employees, or to aid another Company to compel its employees, to agree to terms or conditions of employment.
- (9) **“Shift duration”** means the length of a shift.
- (10) **“Spouse”** means husband, wife, common-law spouse, same sex spouse and same sex common-law spouse.
- (11) **“Strike”** includes a cessation of work, or refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment or to aid other employees in compelling their Company to agree to terms or conditions of employment.
- (12) **“Union”** means the Nova Scotia Government and General Employees Union.

- (13) **“Week-end”** means the forty-eight (48) consecutive hour period commencing at 0700 hours Saturday to 0700 hours Monday.
- (14) **“Working Day”** means any calendar day on which an employee is scheduled to work.

1.04 Service

For the purposes of this Agreement, “service” means total accumulated months of employment with the Company.

1.05 Seniority

- (a) **“Seniority”** shall be defined as the length of continuous employment from the most recent date of hire in the bargaining unit.

- (b) **Posting of Seniority Lists**

- (i) Within sixty (60) days following the signing of this Agreement, and annually thereafter on December 15, the Company shall post a list setting out each employee’s seniority date. Each employee shall have thirty (30) days from the date the list is posted to challenge her seniority date in writing. The Company shall reply to the employee’s written objection within thirty (30) days of receipt of the written objection. If no written objection is received by the Company within thirty (30) days from the date the list is posted, the seniority date on the list shall be the employee’s seniority date for all purposes following the posting of the list.
- (ii) An employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of her return to work to object in writing to her seniority date. However, until and unless such written objection is received by the Company, and in any event no later than thirty (30) days from the employee’s return to work, the posted seniority date for the employee will be considered to be the employee’s seniority date for all purposes.

1.06 Gender

Unless any provision of this Agreement otherwise specifies, words importing the feminine gender shall include males and vice versa.

1.07 Headings

All headings and subtitles contained within the Collective Agreement are for information purposes only.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Agent Recognition

The Company recognizes the Union as the exclusive Bargaining Agent for all full-time and regular part-time employees as described in Certification Order L.R.B. 6007.

2.02 This Agreement shall not be construed to extend to or to effect in any way any other phase of the Company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in this article and Appendix "A" and shall not be construed to include any other employees of the Company in any of the Company's other divisions, branches or components.

2.03 No Discrimination for Union Activity

The Company and Union agree that there shall be no discrimination, interference, restriction or coercion as a result of an employee's membership or activities in the Union or lack thereof.

2.04 No Discrimination

The Company and the Union agree that they shall comply with the provisions of the Nova Scotia Human Rights Act and that there shall be no discrimination against any employee on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, sexual orientation, source of income, political belief, affiliation or activity, family status, marital status, age, or physical disability or mental disability, except as authorized by the Human Rights Act.

2.05 Correspondence

All correspondence arising out of, or incidental to this Collective Agreement, shall pass between the Human Resources Department of the Company and the Employee Relations Officer of the Union, unless otherwise herein specified.

ARTICLE 3 – APPLICATION

3.01 This Agreement, including each of the Memoranda of Agreement and the Appendices which are attached, apply to and are binding on the Union, the employees and the Company.

3.02 No Pyramiding

There shall be no pyramiding or duplication of any payments, benefits or allowances from any source.

ARTICLE 4 - FUTURE LEGISLATION

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- (a) Maintain order, efficiency and discipline; operate the facility in a profitable manner;
- (b) Hire, retire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that a non-probationary employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally to manage the industrial enterprise in which the Company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used; and
- (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

5.02 Consistent Application

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

5.03 No Guarantee of Hours

The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts and the arrangement of shifts shall be determined on an ongoing basis by the Manager.

Nothing in this Collective Agreement shall be construed as a guarantee to the hours of work per day nor as to the hours of work for any other period of time nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement employees will only be paid for hours actually worked.

ARTICLE 6 - RIGHTS AND PROHIBITIONS

6.01 No Lockout or Strike

In accordance with the Trade Union Act of Nova Scotia, the Union and the Company agree that so long as this Collective Agreement continues to operate there shall be no strikes or lockouts or any other interference with, or interruption of the normal conditions of the Company's business by the Union or its members.

6.02 No Sanction of Strike

The Union shall not sanction, encourage, or support financially or otherwise, a strike by its members or any of them who are governed by the provisions of this Agreement during the term of this Agreement.

ARTICLE 7 - UNION INFORMATION

7.01 Bulletin Boards

The Company shall provide adequate and visible bulletin board space for the posting of notices by the Union pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

7.02 Distribution of Union Literature

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

7.03 Notice to Union

In the event that the Company removes a negative posting, the Company shall notify the Union.

7.04 Union Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of the Employee Relations Officer.

ARTICLE 8 - INFORMATION

8.01 Copies of Agreement

The Company agrees to supply each employee with a copy of the Agreement within sixty (60) days of signing. The Company and the Union shall cost share in the cost of the printing of the Collective Agreement.

8.02 Letter of Appointment

An employee, upon hiring or change of status, shall be provided with a statement of her classification and employment status, including designation as to her percentage of full-time hours, and pay scale applicable to her position. A copy of this statement shall be sent to the Union at the same time as it is sent to the employee.

8.03 Company to Acquaint New Employees

The Company agrees to provide new employees with a copy of the Collective Agreement in effect and acquaint them with the conditions of employment set out in the articles concerning check-off and stewards.

***8.04 Shop Stewards to Acquaint New Employees**

A Union Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes some time during the term of their probation for the purpose of acquainting the new Employee with the benefits and duties of Union membership.

***8.05 Position Descriptions**

Copies of all current position descriptions shall be made available to an employee upon request and such descriptions shall be forwarded to the Union upon signing of this Agreement. Thereafter, all revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

ARTICLE 9 – APPOINTMENT

9.01 Appointment Status

An employee shall be appointed on a permanent full-time or permanent part-time basis.

9.02 Probationary Period

- (a) Notwithstanding Article 9.01, a newly hired employee may be appointed to her position on a probationary basis for a period not to exceed 495 hours of time actually worked or twelve (12) months, whichever is less.
- (b) A previous permanent employee whose employment was terminated for any reason and who is re-employed in the same classification within twelve (12) months from the date of such termination shall not be required to undergo a second (2nd) probationary period.

9.03 Confirmation of Permanent Appointment

- (a) The Company may, after a permanent employee has served in a position on a probationary basis for a period of six (6) months, confirm the appointment on a permanent basis.
- (b) The Company shall, after the permanent employee has served in a position on a probationary basis for the period indicated in Article 9.02(a), confirm the appointment on a permanent basis.

9.04 Termination of Probationary Appointment

- (a) The Company may terminate a probationary appointment at any time.
- (b) If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than wilful misconduct or disobedience or neglect of duty, the Company shall advise the employee of the reasons in writing not less than ten (10) days prior to the date of termination.
- (c) The Company shall notify the Union when a probationary employee is terminated.

9.05 Pay in Lieu of Termination Notice

Where less notice in writing is given than required in Article 9.04(b), an employee terminated in accordance with Article 9.04(b) shall continue to receive her pay for the number of days prior to the date of termination.

9.06 Notification to the Union

The Company shall advise the Union of the appointment, termination, or change of status of each employee in the bargaining unit in accordance with Article 8.02.

ARTICLE 10 – JOB POSTING

***10.01 Job Posting**

The Company shall post notice of permanent job vacancies within the bargaining unit for nine (9) working days and any successful candidates shall be moved to her new position as soon as is practical to do so.

10.02 Filling Vacancies

The basis the Company shall use in selecting the successful candidate is qualifications, skill(s) and ability for the job required. Only when two (2) or more employees have relatively equal qualifications, skill(s) and ability to do the job required, shall seniority be the governing factor in making the selection.

10.03 Offering Vacancies

The Company reserves the right to offer a vacant position to a person of their choice in the event that no bids are received or if the applicants do not meet the criteria for the job, as outlined above.

10.04 Trial Period

When an employee commences a new position, for a period of twenty (20) days worked, the employee will be on a trial period. Within a trial period, the employee or the Company may elect to have the employee return to his former position in the event that the employee cannot perform the position satisfactorily or the employee wishes to return to her former position.

This provision is subject to the employee's former position existing and is subject to the seniority provisions of the Collective Agreement.

10.05 Filling Vacancy During Posting

Prior to hiring new employees, the Company will comply with Article 10.02. However, the Company may temporarily fill a vacancy during the posting period described above.

10.06 Application Restriction

It is agreed that a successful candidate will not be entitled to bid on any other vacant position for a period of two (2) months from the posting of notice referred to in Article 10.01.

ARTICLE 11 – CHECKOFF

11.01 Deduction of Union Dues and Assessments

The Company will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the bi-weekly pay of all employees in the bargaining unit.

11.02 Notification of Deduction

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

11.03 Religious Exclusions

Deductions for membership dues and assessments shall not apply to any employee who, for religious reasons, cannot pay union dues and assessments, provided she makes a contribution equal to said union dues and assessments to some recognized charitable cause.

11.04 Remittance of Union Dues and Assessments

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

11.05 Recording of Dues on T4

The Company agrees to record the annual Union dues for each employee on her T4 form.

11.06 Liability

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

11.07 Employee Information

The Company will provide the Union in January and July a listing of all employees' names, classifications, current addresses and telephone numbers.

ARTICLE 12 - STEWARDS

12.01 Recognition

The Company acknowledges the right of the Union to appoint employees as Stewards. The number of Stewards shall not exceed one (1) per work location per shift.

12.02 Notification

The Union agrees to provide the Company with a list of employees designated as Chief Stewards and as Stewards for each bargaining unit.

12.03 Servicing of Grievances

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

12.04 The bargaining unit employees have the right, at any time, to have the assistance of a Business Representative of the Nova Scotia Government and General Employees Union when dealing with the Company. The Union realizes that the Company does not own the premises in which the employees work. Consequently, if a Business Representative needs to meet with a Steward or an employee he will first notify the Company so proper security arrangements can be arranged for the meeting. Such visits shall not unduly interfere with the Company's operations.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;

- (c) as delegates to attend conventions of the Union's affiliated bodies, including N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
- (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
- (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (f) for such other legitimate Union business as may be authorized by the Union such as, but not limited to, replacing Union staff, Union educational programs, etc.

Such permission shall not be unreasonably withheld.

13.02 Notification to Company

The Union shall notify the Company of the names of employees, including the department wherein the employee is employed, who are members of the Board of Directors, the Union Executive and Bargaining Unit Negotiating Committee.

13.03 Salary and Benefits Continuance

The Company will continue the salary and benefits of an employee who is granted leave without pay in accordance with Article 13.01 and 13.06 and will bill the Union for the employee's salary and the Company's share of benefit costs.

13.04 Annual Meeting/Collective Bargaining Workshop

- (a) Where operational requirements permit and on reasonable notice as provided in Article 13.04(b), the Company shall grant leave without pay for a period not exceeding two (2) working days, and leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required, to employees who are elected or appointed as registered delegates to attend the Annual Meeting or the Collective Bargaining Workshop of the Union. Such permission shall not be unreasonably withheld. The Company shall only grant such leave for either the Annual Meeting or the Collective Bargaining Workshop in any one year. However, upon three (3) months advance written request, and if operational requirements permit, the Company may grant leave as provided herein for both the Annual Meeting and the Collective Bargaining Workshop in the same year if neither were held in the previous year.
- (b) The Union shall notify the Company in writing of the names, including the department wherein the employee is employed, of the registered

delegates attending the Annual Meeting or the Collective Bargaining Workshop of the Union at least three (3) weeks in advance.

- (c) The number of employees entitled to attend the Collective Bargaining Workshop shall not exceed two (2).

***13.05 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Company shall grant leave with pay for not more than three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the Company.

13.06 Arbitration and Joint Consultation

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

- (a) called as a witness by an Arbitration Board as prescribed by Article 25;
- (b) meeting with management in joint consultation as prescribed by Article 26.

13.07 Grievance Meetings

Where operational requirements permit, and on reasonable notice, the Company shall grant special leave with pay to an employee, that is otherwise scheduled to work, for the purpose of attending grievance meetings with the Company.

13.08 No Loss of Service/Seniority

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous.

13.09 Leave of Absence for the Full-time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

- (a) An employee who declares her intention to offer for the position of President of the Union shall notify the Company as soon as possible after declaring her intention to seek the office of the President.
- (b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) she is to serve.

- (c) A leave of absence for a second (2nd) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).
- (d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Company.
- (e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Company.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Company, and the amount of this gross salary shall be reimbursed to the Company by the Union.
- (g) Upon expiration of her term of office, the employee shall be reinstated in the position she held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Company for all purposes.
- (i) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
- (j) The Union shall reimburse to the Company the Company's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

ARTICLE 14 - HOURS OF WORK

***14.01 Hours of Work**

- (a) Notwithstanding Article 5.03, the hours of work for full-time employees shall be seventy-five (75) hours per bi-weekly period, normally consisting of ten (10) seven and one-half (7 1/2) hour shifts or a rotation of four (4) shifts of ten point seven one (10.71) hours per shift.

(b) Overtime Exception

Where, during the regular scheduled shift rotation, an employee may be required to work in excess of seventy-five (75) hours in a two (2) week period, additional hours shall not constitute overtime in that two (2) week period provided the hours of work average seventy-five (75) hours per two (2) weeks of each complete cycle in the shift schedule.

(c) Rest Intervals between Scheduled Shifts

With the exception of employees who are working shifts greater than seven and one-half (7 ½) hours, every reasonable effort shall be made by the Company to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. Shift arrangements requested by the employee(s) in writing and approved by the Company, in variance to the foregoing, shall not constitute a violation of this provision.

(d) Temperature Breaks

- (i) The Company shall provide to all employees, one break period of ten (10) minutes every hour for each hour that the temperature continuously exceeds 90°F. Temperature readings shall be taken in locations as recommended by the Joint Occupational Health and Safety Committee.
- (ii) In no case shall the total break periods as defined in Articles 14.07 and 14.01(d) exceed one hundred (100) minutes per seven and one-half (7 ½) hour shift.
- (iii) Such temperature breaks shall be administered on a per floor basis.

14.02 Work Week

The work week shall commence and reflect the pay schedule cycle of the Company.

The operation of the Company can, and the Company shall have the right to, establish operations on a seven (7) day a week basis.

14.03 Flexible Working Hours

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

14.04 Modified Work Week

Where employees in a unit have indicated a desire to work a modified work week, the Company may authorize experiments with a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed twelve (12) hours.

14.05 Return to Regular Times of Work

In the event that a modified work week or flexible working hours system:

- (a) does not result in the provision of a satisfactory service to the public; or
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons;

the Company may require a return to regular times of work, in which case the employees shall be provided with thirty (30) calendar days' advance notice of such requirement.

14.06 Shift Duration

- (a) In the event that an existing shift duration
 - (i) does not result in the provision of satisfactory service to the client;
or
 - (ii) is operationally impractical for other reasons;

the Company will consult with the Union, with the view to minimizing any adverse effects that a change to existing shift duration may have on employees.

- (b) The Company will give the employees thirty (30) calendar days advance notice of the shift requirement; and invite expressions of interest.
- (c) The expression of interest notice shall include the required:
 - (i) number of employees;
 - (ii) classification;
 - (iii) abilities, experience, qualifications, special skills and physical fitness, where applicable, reflecting the functions of the job concerned; and
 - (iv) shift duration.

- (d) If there are more qualified volunteers than required, preference in filling the positions shall be given to the employees with the greatest length of seniority, skills and ability to perform the work required.
- (e) If there are fewer qualified volunteers than required, the Company shall staff the shifts with qualified employees, in reverse order of seniority.
- (f) Nothing in this Article precludes the Company from:
 - (i) maintaining any and all shift arrangements in effect prior to the signing of this Agreement;
 - (ii) hiring employees to staff a specific shift duration;
 - (iii) continuously assigning an employee to a specific shift duration at the employee's request, where such continuing assignment is acceptable to the Company.

14.07 Meal Breaks and Rest Periods

For each seven and one-half (7 ½) hour shift, subject to the provisions of Article 14.08, the Company shall provide an unpaid meal break of one-half (½) hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Company shall schedule meal breaks in such a way that an employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration.

14.08 Recall From Meal Breaks and Rest Periods

Should an employee be recalled to duty during the designated meal break as provided in Article 14.07 and the entire meal break cannot be rescheduled during the shift, the meal break shall be deemed to be time worked and compensated for at the applicable overtime rate set out in Article 15. Should an employee be recalled to duty during the time provided in Article 14.07, other than during the designated meal break, and time off equal to the difference between the break time taken and the total break allowance cannot be granted during the shift, the break time not taken because of recall to duty shall be considered as overtime and compensated for in accordance with the provisions of Article 15.

14.09 Coverage

The employees agree to maintain staff coverage which, in the opinion of the Company, is adequate for all operational units during a shift change, meal breaks, and rest periods.

14.10 Days Off

During the two (2) week period employees shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off, where possible subject to operational requirements.

14.11 Consecutive Shifts

The Company will endeavour, where possible, to provide that no employee is scheduled to work more than seven (7) consecutive days in a two (2) week period. This does not preclude shift arrangements, acceptable to both the Company and the employee(s), in variance to the foregoing.

14.12 Posting of Shift Schedules

- (a) Schedules shall be posted at least two (2) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. With the exception of the mutual agreement of the employee, the Company shall make every reasonable effort not to change shifts. If the Company changes the shift schedule within forty-eight (48) hours of the shift, the employee(s) affected shall be entitled to overtime compensation for that shift. The Company must inform employees of the shift changes made to the posted schedules.
- (b) When the Company requires an employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of her regular bi-weekly hours the Company shall make every reasonable effort to provide the employee with four (4) weeks notice, but in any case not less than two (2) weeks notice of the weekend work.

14.13 Exchange of Shifts

Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification by submitting their request to management in writing twenty-four (24) hours prior to the commencement of the said shift and subject to business conditions. The Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (a), (b), and (c) below.

- (a) No employee may exchange shifts into overtime, change of status (i.e. full-time, part-time, premium pay, etc.).
- (b) The parties recognize that shift exchanges may result in junior employees achieving more hours than a more senior employees in the same classification.

- (c) In recognition of this possibility, the Union agrees that should this situation occur, such occurrence will not be the subject matter of a grievance.

14.14 Week-ends Off

Except for those employees on a four (4) on – four (4) off rotation, the Company will provide each employee with one (1) weekend off in four (4). Notwithstanding the foregoing, the Company will endeavour to provide such employees with weekends off on a more frequent basis, where operational requirements permit.

Arrangements and modifications to same in variance to the foregoing may be mutually agreed upon between the Company and the employee.

14.15 Split Shifts

The Company shall avoid where possible scheduling split shifts.

14.16 Rotation of Shifts

Employees required to work rotating shifts (day, evening and night duty) shall be scheduled in such a way as to, as equitably as possible, assign the rotation equally. This does not preclude an employee from being continuously assigned to an evening or night shift at the employee's request where such continuing assignment is acceptable to the Company.

14.17 Conversion of Hours

Except as otherwise provided in this Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the employee's classification:

- Calculation of Service under Article 1.04
- Leave for Adoption of Child
- Annual Vacation Entitlement
- General Leave
- Vacation Carry Over
- Illness/Injury Benefit
- Paid Holidays under Article 17.01
- Rest Periods
- Bereavement Leave
- Acting Pay - Qualifying Period
- Leave for Birth of Child

ARTICLE 15 - OVERTIME

15.01 Definitions

In this Article and Article 18:

- (a) "**overtime**" means authorized work in excess of an employee's regular work day or normal bi-weekly hours for employees whose hours of work are set out in Article 14.01.
- (b) "**time and one-half**" means one and one-half (1 ½) times the straight time hourly rate.

15.02 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Company shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified employees; and
- (b) to give employees who are required to work overtime, adequate advance notice of this requirement.

15.03 Union Consultation

The Union is entitled to consult the Company or its representative, whenever it is alleged that employees are required to work unreasonable amounts of overtime.

15.04 Overtime Compensation

An employee shall be compensated at the rate of one and one-half times (1 ½T) the employee's regular hourly rate for all overtime worked.

15.05 Overtime Eligibility

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

*15.06 Overtime Meal Allowance

An employee, who is required to work a minimum of three (3) hours' overtime immediately following her scheduled hours of work and where it is not practical for her to enjoy her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Company, in order that she may take a meal break either at or adjacent to her place of work. Under

such conditions she shall be provided a voucher for one (1) meal in the hospital cafeteria or at the employee's option, shall be paid a meal allowance of Ten dollars (\$10.00), unless free food is provided.

15.07 Computation of Overtime

In computing overtime a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

15.08 Form of Compensation

Compensation for overtime shall be paid except where, upon request of the employee, and with the approval of the Company, or its representative, overtime may be granted in the form of time off in lieu of overtime hours worked.

15.09 Time Off in Lieu of Overtime

Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second (2nd) calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.

15.10 Carry Over of Overtime

Notwithstanding Article 15.09, an employee may request to have accumulated overtime carried over for a maximum of twelve (12) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid.

15.11 No Layoff to Compensate for Overtime

An employee shall not be subject to layoff by the Company during regularly scheduled hours of work, established in accordance with Article 14, in order to equalize any overtime worked.

15.12 Call-In

- (a) An employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift, or called back to work on a day the employee is not scheduled to work, shall be granted a minimum of four (4) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay shall not apply to

part-time employees who are offered additional hours for a period of less than four (4) hours.

- (b) The provisions of Article 15.12 (a) shall not apply in the event of an act of God (e.g. fire, flood, snow storm), breakdown of equipment, power outage, utility breakdown or a strike and/or labour dispute, provided that the Company has exercised due diligence in avoiding the circumstance or event.

15.13 Compensation for Performing Other Duties

When an employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of her regular classification, she will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than her regular overtime rate.

ARTICLE 16 – VACATIONS

***16.01 Annual Vacation Entitlement**

An employee shall be entitled to receive annual vacation leave with pay:

Length of Service	Vacation Entitlement / Percentage of Earnings
Less than 1 year	4%
1 year but less than 4 years of employment	2 weeks (4%)
4 years but less than 8 years of employment	3 weeks (6%)
8 years but less than 20 years of employment	4 weeks (8%)
20 years of employment	4 weeks plus 1 additional day (8%)
21 years of employment	4 weeks plus 2 additional days (8%)
22 years of employment	4 weeks plus 3 additional days (8%)
23 years of employment	4 weeks plus 4 additional days (8%)
24 years of employment	4 weeks plus 5 additional days (10%)

16.02 Vacation Year

The vacation year shall be September 1 to August 31, inclusive.

16.03 Authorization

An employee shall be granted vacation leave at such time during the year as the immediate management supervisor determines.

16.04 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the immediate management supervisor in writing of her vacation preference as soon as possible for the following vacation year but before August 1st in each year. The immediate management supervisor will respond in writing by September 1st indicating whether or not the employee's vacation request is authorized.
- (b) Preference in vacation schedule shall be given to those employees with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional employee(s) to be on vacation leave, such leave shall be offered to employees on a work unit by seniority to those employees who may have requested the leave but were denied the leave for their request submitted before August 1st. Any additional vacation shall be granted on a first come, first serve basis.

16.05 Employee Request

Subject to the operational requirements of the service, the Company shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Company is unable to comply with the employee's written request, the immediate management supervisor shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

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

16.06 Restriction on Numbers of Employees on Vacation

- (a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference for a period of up to two (2) complete weeks of unbroken vacation shall be given to employees with the greatest length of seniority. To exercise this preference, an employee need not pick consecutive weeks.

- (b) After each employee has been granted vacation in accordance with Article 16.06(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to two (2) complete weeks, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.
- (c) After the vacation schedule is posted, if operational requirements permit additional employees to be on vacation leave, such leave shall be offered by seniority to employees provided the employees requested that time in accordance with Article 16.04(a).

16.07 Unbroken Vacation

Except during the period of time referred to in Article 16.06, where operational requirements permit, the Company shall make every reasonable effort to grant to an employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

16.08 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the employee to the immediate management supervisor not later than June 30th of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an employee's request.
- (b) An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

16.09 Accumulative Vacation Carry Over

An employee, on the recommendation of the immediate management supervisor and with the approval of the Company, may be granted permission to carry over five (5) days of her vacation leave each year to a maximum of ten (10) days, if in the opinion of the immediate management supervisor, it will not interfere with the efficient operation of the Department.

16.10 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 16.09 shall be used within three (3) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Company.

16.11 Employee Compensation Upon Separation

An employee, upon her separation from employment, shall be compensated for vacation leave to which she is entitled.

16.12 Company Compensation Upon Separation

An employee, upon her separation from employment, shall compensate the Company for vacation which was taken but to which she was not entitled.

16.13 Vacation Credits Upon Death

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

16.14 Vacation Records

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

16.15 Recall from Vacation

The Company will make every reasonable effort not to recall an employee to duty after she has proceeded on vacation leave or to cancel vacation once it has been approved.

16.16 Reinstatement of Vacation upon Recall

The remaining period of vacation leave so displaced resulting from the recall to work, including travel time in returning from the place of vacation, shall either be added to the end of the original vacation period, if requested by the employee and approved by the Company, or reinstated for use at a later date.

ARTICLE 17 - HOLIDAYS

*17.01 Paid Holidays

The holidays designated for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
- (m) any other day or part of a day declared by the province of Nova Scotia to be a general holiday.

17.02 Exception

Article 17.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

17.03 Holiday Falling on a Day of Rest

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

- (a) the working day immediately following her day of rest; or
- (b) the day following the employee's annual vacation; or
- (c) another mutually acceptable day between the Company and the employee.

17.04 Holiday Coinciding with Paid Leave

Where a day that is a designated holiday for an employee as defined in Article 17.01, falls within a period of leave with pay, the holiday shall not count as a day of leave.

17.05 Compensation for Work on a Holiday

- (a) Where an employee is regularly scheduled to work, in accordance with Article 14, and her regularly scheduled day of work falls on a paid holiday, as defined in Article 17.01, she shall receive compensation equal to two and one-half (2½) times her regular rate of pay.
- (b) An employee may bank, on request, the equivalent of the number of hours worked on the holiday, to be taken in lieu no later than three (3) months from the holiday worked. In such case, the employee will receive compensation for the holiday equal to one and one-half (1 ½) times her regular rate of pay for the hours worked on the holiday. If the time in lieu is not taken by three (3) months from the holiday worked, the employee shall be paid out for the time banked. Notwithstanding the above, the Company may allow the time banked to be carried beyond three (3) months from the holiday worked.

17.06 Overtime on a Holiday

- (a) Where an employee is required to work overtime on a paid holiday, as defined in Article 17.01, she will receive compensation equal to three (3) times her regular rate.
- (b) An employee may bank, on request, the equivalent of the number of hours worked on the holiday, to be taken in lieu no later than three (3) months from the holiday worked. In such case, the employee will receive compensation for the holiday equal to two (2) times her regular rate of pay for the hours worked on the holiday. If the time in lieu is not taken by three (3) months from the holiday worked, the employee shall be paid out for the time banked. Notwithstanding the above, the Company may allow the time banked to be carried beyond three (3) months from the holiday worked.

17.07 Time Off in Lieu of Holiday

In no case shall the total time off in lieu of a holiday exceed the equivalent of one complete shift.

17.08 Christmas or New Year's Day Off

Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday, subject to operational requirements.

ARTICLE 18 – LEAVES

18.01 Special Leave

The Company may, in its sole discretion, authorize a leave of absence without pay and benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager.

***18.02 Bereavement Leave**

- (a) In the event of a death in the immediate family of an employee, she shall be granted five (5) consecutive scheduled work days leave of absence with pay. Such leave to be taken within seven (7) calendar days. Bereavement leave will be paid at the regular straight-time rate. In addition, if the death occurs while the employee is at work, the employee shall be granted the remainder of the shift with pay.

Immediate family shall mean the employee's spouse and the employee's or spouse's parent, child, grandparent, brother, and sister.

In order to qualify for bereavement leave pay, an employee must substantiate to the Company's satisfaction her claim for the entitlement under this article.

- (b) Every employee shall be entitled to leave with pay for three (3) days for loss of scheduled work in the event of a death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, or nephew, and may be granted up to two (2) additional days without pay for travel for purposes of attending the funeral.

18.03 Court Leave

An employee who is required for jury duty may receive compensation from the Company of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses, provided that the employee:

- (i) notifies the Company immediately of the employee's notification that he will be required to attend court; and
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) presents proof of the amount of pay received for such service.

18.04 Pregnancy Leave

- (a) The Company shall not terminate the employment of an employee because of her pregnancy.
- (b) A pregnant employee, who has been employed with the Company for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (c) An employee shall, no later than the fifth (5th) month of pregnancy, forward to the Company a written request for pregnancy leave.
- (d) The Company may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (e) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- (f) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- (g) A pregnant employee shall provide the Company with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended from time to time by the employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
 - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date.
- (h) An employee shall endeavour to provide the Company with four (4) weeks' notice, and in any event, shall not provide less than two (2) weeks' notice of the date the employee will return to work on completion of the pregnancy leave, unless the employee gives notice pursuant to Article 18.07(f).

- (i) Where notice as required under Article 18.06(g) or (h) is not possible due to circumstances beyond the control of the employee, the employee shall provide the Company as much notice as reasonably practicable of the commencement of her leave or her return to work.
- (j) The Company may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected unless the Company can reasonably modify the employee's duties for the period required or temporarily re-assign the employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.
- (k) Where an employee reports for work upon the expiration of the period referred to in Article 18.06(f), the employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave. Where the position no longer exists, the matter shall be dealt with as per Article 28.04.
- (l) While an employee is on pregnancy leave, the Company and the employee shall maintain coverage for medical, extended health, group life and any other employee benefit plans and shall continue to pay their share of premium costs for maintaining such coverage during the period of pregnancy leave.
- (m) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the pregnancy leave granted under Article 18.04(b).
- (n) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.04(b), may be granted sick leave in accordance with the provisions of Article 19 and 20.

18.05 Parental Leave

- (a) An employee who has been employed with the Company for at least one (1) year, and who becomes a parent for one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.
- (b) Where an employee takes pregnancy leave pursuant to Article 18.04 and the employee's new born child or children arrive in the employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave pursuant to Article 18.04, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children first arriving in the employee's home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 18.05(b) or (c), where an employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately before the leave began or, where that position is not available, the matter shall be dealt with as per Article 28.04. The employee is entitled to only one (1) interruption and deferral of each parental leave.
- (e) The employee shall give the Company two (2) weeks notice of the date the employee will begin parental leave.
- (f) The employee shall give the Company two (2) weeks notice of the date the employee will return to work upon completion of the parental leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 18.05(a), the employee shall resume work in the same position she held prior to the commencement of the parental leave. If the position no longer exists, the matter shall be dealt with as per Article 28.04.
- (h) While on parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during parental leave shall not be used for the

purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the parental leave granted under Article 18.05(a).

- (i) The employee shall have the option of maintaining the benefit plans in which the employee participated prior to the commencement of the employee's parental leave.
- (j) The Company shall notify the employee of the option and the date beyond which the option referred to in Article 18.05(i) may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.
- (k) Where the employee opts in writing to maintain the benefit plans referred to in Article 18.05(i), the employee shall enter into an arrangement with the Company to pay the cost required to maintain the benefit plans, including the Company's share thereof, and the Company shall process the documentation and payments as arranged.

18.06 Adoption Leave

- (a) An employee who has been employed with the Company for at least one (1) year, who becomes a parent for one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province is entitled to an unpaid leave of absence of up to thirty-five (35) weeks, or more, if required by the adoption agency.
- (b) The Company shall require an employee who requests Adoption Leave pursuant to Article 18.06(a) to submit a certificate from an official in the Department of Community Services, or equivalent, to establish the entitlement of the employee to the Adoption Leave.
- (c) Adoption leave begins on such date as determined by the employee, coinciding with the child or children first arriving in the employee's home, and ends not later than thirty-five (35) weeks after the adoption leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) Notwithstanding Article 18.06(b), where an employee has begun adoption leave, and the child to whom the adoption leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the employee is entitled to return to and resume work in the position held immediately

before the leave began or, where the position is not available, the matter shall be dealt with as per Article 28.04. The employee is entitled to only one (1) interruption and deferral of each adoption leave.

- (e) The employee shall give the Company two (2) weeks notice of the date the employee will begin adoption leave.
- (f) The employee shall give the Company two (2) weeks notice of the date the employee will return to work upon completion of the adoption leave.
- (g) Where an employee reports for work upon the expiration of the period referred to in Article 18.06(a), the employee shall resume work in the same position she held prior to the commencement of the adoption leave. If the position no longer exists, the matter shall be dealt with as per Article 28.04.
- (h) While on adoption leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which adoption leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) days or more during the first and last calendar months of the adoption leave granted under Article 18.06(a).
- (i) Where the employee opts in writing to maintain the benefit plans referred to in Article 18.05(i), the employee shall enter into an arrangement with the Company to pay the cost required to maintain the benefit plans, including the Company's share thereof, and the Company shall process the documentation and payments as arranged.

18.07 Leave for Birth of Child

On the occasion of the birth of his child, a spouse who is an employee shall be granted special leave without pay up to a maximum of one (1) day during the confinement of the mother. This leave may be divided into two (2) periods and granted on separate days.

18.08 Leave for Adoption of Child

An employee shall be granted one (1) day's leave without pay for the purpose of the adoption of a child by the employee, or the employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

18.09 Compassionate Care Leave

An employee who has been employed by the Company for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the employee,
- a child of the employee or a child of the employee's spouse,
- a parent of the employee,
- the spouse of a parent of the employee, or
- any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Company, the employee must provide the Company with a copy of the certificate.

The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

An employee who intends to take this leave shall advise the Company as soon as possible. The Company shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into an arrangement with the Company to pay the cost required to maintain the benefit plan, including the Company's share thereof, and the Company shall process the documentation and payments as arranged.

18.10 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or

because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:

- (i) made up by the employee at a time agreed upon between the employee and the employee’s immediate supervisor; or
 - (ii) charged to the employee’s accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
- (b) Notwithstanding 18.10(a), reasonable lateness beyond the beginning of an employee’s regular shift starting time shall not be subject to the provisions of Article 18.10(a)(i), (ii), or (iii), where the lateness is justified by the employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.
- (c) No discrimination is to be practised in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

ARTICLE 19 - GROUP BENEFITS

19.01 Group Benefit Plan

The Company agrees to maintain a group benefit plan for employees as follows:

Life Insurance	\$25,000.00
Accidental Death and Dismemberment	\$25,000.00

Extended Health Plan

Drug	90% co-insurance
Major Medical	90% co-insurance
Dental (Basic Restorative, Perio and Endodontics)	90% co-insurance
Vision	150.00 every 24 months
Short Term Disability	55% of earnings to a
(1 st day of accident or hospitalization, 3 rd day of illness)	maximum of 15 weeks

***19.02 Premiums**

Monthly premiums for the above benefits will be sixty-five percent (65%) Company paid and thirty-five percent (35%) employee paid.

19.03 Eligibility

Employees regularly scheduled for more than twenty five (25) hours per week will be eligible for the group benefits plan in the first month following completion of three (3) months of service.

Employees may opt out of the group benefits plan upon providing the Company with proof of alternate coverage.

19.04 Employee Assistance Program

The Company shall provide an Employee Assistance Program at no cost to the employees.

ARTICLE 20 – SICK DAYS

***20.01 Sick Days**

Employees shall be granted up to ten (10) days paid sick leave per year.

20.02 Sick Leave Benefits

An employee who is unable to perform the duties of her position because of an illness or injury shall be granted sick days with pay, provided that the employee has sufficient sick day credits. Sick day credits may also be used for the purpose of caring for an ill parent, child or family member, or for medical, dental or other similar appointments.

20.03 Benefits Not Paid During Certain Periods

Sick day benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 or in the case of circumstances covered under Article 20.04.

20.04 Benefits/Layoff

- (a) When an employee is on or has already applied for Short Term Disability and is laid off, she shall be covered by Short Term Disability benefits until termination of the disability entitlement. When the entitlement ends, she shall be covered by the provisions of Article 28.04.

- (b) During the period an employee is on layoff status, she shall not be entitled to benefits under Article 19 for an illness or disability which commenced after the effective date of layoff. When such an employee is recalled and returns to work, she shall be eligible for participation in all benefits.

20.05 Proof of Illness

An employee may be required by the Company to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay. Where the Company has reason to believe an employee is misusing sick leave privileges, the Company may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed. The Company shall reimburse the employee for the full costs of any such medical certificate.

20.06 Employee to Inform Company

An employee shall inform the Company as soon as possible of her inability to work because of illness or injury, including the employee's expected return to work date.

20.07 Sick Leave Records

An employee is entitled to be informed, upon request, of the balance of her sick leave with pay credits.

20.08 Alcohol, Drug and Gambling Dependency

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Company and the Union agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

20.09 Confidentiality of Health Information

- (a) An employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to the Corporate Medical Director, if required by the Company. The Corporate Medical Director shall only release such necessary information to the employee's immediate management supervisor, such as the duration or expected duration of the illness, the employee's fitness to return to work, any

limitations associated with the employee's fitness to work, and whether the illness is bona fide.

- (b) All employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Company shall store employee health information separately and access thereto shall be given only to the Corporate Medical Director or individuals who are directly involved in administering that information or to qualified health care professionals retained by the Corporate Medical Director.
- (c) The Company shall provide access to health information held by the Corporate Medical Director relating to an employee upon a request, in writing, from that employee. Where an employee requests health information about an issue that has become the subject of a grievance, the employee shall promptly provide the Company with all health information obtained from the Corporate Medical Director which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Company and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

20.10 Report of Injuries

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

20.11 Employee Entitlement on Workers' Compensation

An employee whose illness or injury is one which is covered by the terms of the *Nova Scotia Workers' Compensation Act* is not entitled to receive any benefits pursuant to Article 19 for the illness or injury which is covered by the *Workers' Compensation Act*.

Notwithstanding the above, an employee will be entitled to sick leave benefits for the first two (2) days of absence, where this absence is not compensated by Workers' Compensation.

In addition, employees may use sick leave credits to supplement the earnings replacement benefit paid by the Workers' Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Act and the employee's net pre-accident earnings. An employee's sick

leave credits shall be debited by twenty-five percent (25%) of her shift length for each day of the supplement.

20.12 Recurring Disability

An employee who ceases to be an employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Company will receive benefits in accordance with the provisions of the *Workers' Compensation Act*.

20.13 Alternate Medical Practitioner

For the purpose of this Article,

- (a) the Company may require that the employee be examined by an alternate medical practitioner. If the employee is dissatisfied with the alternate medical practitioner selected by the Company, the employee shall advise the Company accordingly, in which case the Company will provide the employee with the names of three (3) practitioners and the employee will select one (1) of the three.
- (b) Where the Company refers an employee to an alternative medical practitioner pursuant to this Article, and where medical fees in excess of those covered by Medical Services Insurance are incurred by the employee, the Company shall pay the cost of these fees.

ARTICLE 21 - EMPLOYEE FILES

21.01 Record of Disciplinary Action

- (a) The Company agrees not to introduce as evidence in a hearing relating to disciplinary action, any disciplinary document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (b) Subject to paragraph (c) below, notice of a disciplinary action which may have been placed on the personal file of an employee shall be destroyed after five (5) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- (c) An employee who has been subject to disciplinary action other than suspension may, after three (3) years of continuous service from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of disciplinary action. Such request shall be granted provided the employee's file does not contain any further record of

disciplinary action during the three (3) year period, of which the employee is aware. The Company shall confirm in writing to the employee that such has been affected.

21.02 Employee Access to Personnel File

Employees shall have access to their personnel files upon reasonable notice. Employees or persons authorized by them in writing shall be entitled to obtain copies of any material on their personnel file upon reasonable notice.

21.03 Any employee, who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

22.01 Just Cause

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

22.02 Probationary Employees

The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company. The Company and Union further agree that probationary employees shall not have access to the grievance and arbitration procedures with respect to their discharge unless the Company has acted in a manner that is either arbitrary, discriminatory or in bad faith.

22.03 Union Representation

- (a) Prior to imposing discipline on an employee, the Company shall advise the employee that they may have a Steward present if they so desire.
- (b) If the employee desires to have a Steward present and a Steward is not available, this condition will be brought to the attention of the employee. The meeting that imposes the discipline will then be postponed until a Steward is available, provided that this does not result in undue delay of the appropriate action being taken.

22.04 Notification

Where an employee is disciplined, suspended without pay or discharged, the Company shall, within ten (10) days of the discipline, suspension or discharge

notify the employee and the Union in writing by fax, registered mail or personal service stating the reason for the discipline, suspension or discharge.

22.05 Grievances

Where an employee alleges that she has been suspended or discharged in violation of Article 22.01, she may within ten (10) working days after the employee has been suspended or ceases to work for the Company, invoke the grievance procedure. All preliminary steps of the Grievance Procedure, prior to Step 2, will be omitted in such cases.

ARTICLE 23 - NOTICE OF RESIGNATION

23.01 Written Notification

If an employee desires to terminate her employment, she shall forward a letter of resignation to the Company, and shall endeavour to do so four (4) weeks prior to the effective date of termination, and in any event, not less than two (2) weeks prior to the effective date of termination, provided however the Company may accept a shorter period of notice.

***23.02 Deemed Resignation**

- (a) An employee who is absent from her employment without permission for more than two (2) consecutive days, shall be deemed to have resigned her position effective the first day of her absence.
- (b) The employee may be reinstated if she establishes to the satisfaction of the Company, that her absence arose from a cause beyond her control and it was not possible for the employee to notify the Company of the reason for her absence.

23.03 Failure to Give Notice

- (a) An employee who fails to give notice required by Article 23.01, or who is deemed to have resigned by virtue of 23.02, shall be struck from the payroll effective the date she absents herself without leave, and shall have deducted from monies owed her by the Company from all sources, including any vacation pay, a sum equivalent to the salary payable to her for the period of notice which she failed to work.
- (b) If the employee is reinstated in accordance with 23.02(b), then any deductions made pursuant to 23.03(a) shall be reinstated.

23.04 Acknowledgment of Letters of Resignation

Receipt of letters of resignation shall be acknowledged by the Company in writing.

23.05 Withdrawal of Resignation

An employee who has terminated her employment through resignation may withdraw her resignation within one (1) day from the day it was submitted to the Company.

ARTICLE 24 - GRIEVANCE PROCEDURE

***24.01 Grievances**

- (a) A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement and must first be discussed with the employee's immediate management supervisor within fifteen (15) days from the event in question, or fifteen (15) days from the time the employee(s) or the Union ought reasonably to have known of the event upon which the grievance is based.
- (b) The immediate management supervisor shall answer the dispute within five (5) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and shall be submitted at Step 1 of the grievance procedure accordingly.
- (d) In each of the following steps of the grievance procedure, the Company's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

24.02 (a) Grievance Procedure

The following grievance procedure shall apply:

Step 1

If the employee(s) or the Union is not satisfied with the decision at the informal step, the employee(s) may within five (5) days of having received the

immediate management supervisor's answer, submit the grievance in writing either by personal service or by registered or certified mail to the immediate management supervisor or designate. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 1, the grievance may be submitted to Step 2.

Step 2

Within five (5) days from the expiration of the ten (10) day period referred to in Step 1, the grievance may be submitted in writing to the Director or designate. The Director or designate shall reply to the grievance in writing within ten (10) days from the date the grievance was submitted to Step 2.

Step 3

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Regional Vice President or designate. The Regional Vice President or designate shall reply to the grievance in writing within fifteen (15) days from the date the grievance was submitted to Step 3.

(b) Grievance Mediation

Where the parties have been unsuccessful in resolving the matter through the grievance procedure, the parties may jointly submit the matter to the Department of Environment and Labour's Grievance Mediation Program or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after grievance mediation.

24.03 Union Referral to Arbitration

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 25.

24.04 Union Representation

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

24.05 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 25 may be extended by mutual consent of the parties to this Agreement.

24.06 Policy Grievance

The Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure.

24.07 Group Grievance

The Company will recognize a group grievance as one which affects more than one (1) employee with respect to whom the issues and facts are the same. A group grievance will commence at Step 1.

***24.08 Sexual Harassment and Personal Harassment**

The Employer shall provide and the Union and employees shall support a workplace free from sexual harassment and any other harassment based on the protected characteristics set out in Article 2.04.

Cases of sexual harassment and personal harassment as defined by the protected characteristics set out in Article 2.04 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the Union at Step 2 of the grievance procedure and shall be treated in strict confidence by both the Union and the Company.

ARTICLE 25 – ARBITRATION

25.01 Notification

Either of the parties may, after exhausting the grievance procedure in Article 24, notify the other party within thirty (30) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

***25.02 Referral to Arbitration**

- (a) Grievances submitted to the arbitration process shall be heard by a single arbitrator.
- (b) No matter shall be submitted to arbitration that has not properly been carried through the appropriate steps of the grievance procedure.

***25.03 Relief Against Time Limits**

The time limit for the initial submission of the written grievance under Article 24 is mandatory. Subsequent time limits are directory and the arbitrator shall be able

to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Company's position is not significantly prejudiced by the delay.

***25.04 Regular Arbitration Procedure**

(a) Single Arbitrator

If the Union and the Company fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 25.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Procedure

The arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the arbitrator.

***25.05 Arbitration Award**

The decision of the arbitrator will be final and binding upon the parties hereto.

The Arbitrator shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to add to or subtract from this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Company on an employee.

***25.06 Arbitration Expenses**

Each party shall pay one-half the fees and expenses of the arbitrator.

ARTICLE 26 - JOINT CONSULTATION

26.01 Joint Consultation

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

26.02 Union-Management Committee

- (a) The Company and the Union agree to establish a Union-Management Committee within sixty (60) days of the signing of this agreement.

- (b) The Committee shall be comprised of two (2) representatives each from the Union and Management. Chairing of meetings shall alternate between the Union and Management. Each party shall notify the other in writing of the names of their respective Committee members.
- (c) The Committee shall be responsible for:
 - (i) defining problems;
 - (ii) developing viable solutions to such problems, and;
 - (iii) recommending the proposed solutions to the appropriate authority.
- (d) The Committee shall develop terms of reference, including a process for preparation and distribution of agendas and meeting minutes and frequency of meetings.
- (e) Employees attending Union-Management meetings during working hours shall suffer no loss of regular pay or benefits while attending.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Health and Safety Provisions

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

27.02 Occupational Health and Safety Act

The Company, the Union, and the employees recognize they are bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7, and appropriate provincial and/or federal acts and regulations. Any breach of these obligations may be grieved pursuant to this Agreement.

27.03 Joint Occupational Health and Safety Committee

- (a) The Company shall establish and maintain one Joint Occupational Health and Safety Committee as provided for in the Occupational Health and Safety Act.

- (b) The committee shall consist of such number of persons as may be agreed to by the Company and the Union. Where such agreement is not reached, the number of persons shall be as per the Occupational Health and Safety Act.
- (c) At least one-half of the members of the committee shall be employees at the workplace who are not connected with the management of the workplace and the Company may choose up to one-half of the members of the committee if the Company wishes to do so.
- (d) The employees on the committee are to be determined by the employees they represent or designated by the Union that represents the employees.
- (e) The committee shall meet at least once each month unless:
 - (i) a different frequency is prescribed by the regulation; or
 - (ii) the committee alters the required frequency of meetings in its rules of procedure.
- (f) Where the committee alters the required frequency of meetings by its rules of procedure and the Director of Occupational Health and Safety Division of the Nova Scotia Department of Labour (hereinafter in this Article referred to as the "Director") is not satisfied that the frequency of meetings is sufficient to enable the committee to effectively perform its functions, the frequency of the meetings shall be as determined by the Director.
- (g) An employee who is a member of the committee is entitled to such time off from work as is necessary to attend meetings of the committee, to take any training prescribed by the regulations and to carry out the employee's functions as a member of the committee, and such time off is deemed to be work time for which the employee shall be paid by the Company at the applicable rate.
- (h) The committee shall establish its own rules of procedure and shall adhere to the applicable regulations.
- (i) Unless the committee determines another arrangement for chairing the committee in its rules of procedure, two of the members of the committee shall co-chair the committee, one of whom shall be selected by the members who represent employees and the other of whom shall be selected by the other members.
- (j) The rules of procedure established pursuant to Article 27.03(h) shall include an annual determination of the method of selecting the person or persons who shall:

- (i) chair the committee; and
 - (ii) hold the position of the chair for the coming year.
- (k) Where agreement is not reached on:
- (i) the size of the committee;
 - (ii) the designation of employees to be members; or
 - (iii) rules of procedure;

the Director shall determine the matter.

- (l) It is the function of the committee to involve the Company and employees together in occupational health and safety in the workplace, and without restricting the generality of the foregoing, includes:
- (i) the cooperative identification of hazards to health and safety and effective systems to respond to the hazards;
 - (ii) the cooperative auditing of compliance with health and safety requirements in the workplace;
 - (iii) receipt, investigation, and prompt disposition of matters and complaints with respect to workplace health and safety;
 - (iv) participation in inspections, inquiries and investigations concerning the occupational health and safety of the employees and, in particular, participation in an inspection referred to in Section 50 of the *Occupational Health and Safety Act*;
 - (v) advising on individual protective devices, equipment, and clothing that, complying with the *Occupational Health and Safety Act* and the Regulations, are best adapted to the needs of the employees;
 - (vi) advising the Company regarding a policy or program required pursuant to the *Occupational Health and Safety Act* or the Regulations and making recommendations to the Company, the employees, and any person for the improvement of the health and safety of persons at the workplace;
 - (vii) maintaining records and minutes of committee meetings in a form and manner approved by the Director and providing committee members with a copy of these minutes, and providing an officer with a copy of these records or minutes on request. Both chairpersons will sign the minutes unless there is a dispute over

their contents, in which case the dissenting co-chairperson will indicate in writing the source of this disagreement; and

- (viii) performing any other duties assigned to it:
 - (1) by the Director;
 - (2) by agreement between the Company and the employees or the Union; or
 - (3) as are established by the Regulations of the *Occupational Health and Safety Act*.

27.04 Right to Refuse Work and Consequences of Refusal

- (a) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until:
 - (i) the Company has taken remedial action to the satisfaction of the employee;
 - (ii) the committee has investigated the matter and unanimously advised the employee to return to work; or
 - (iii) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the employee to return to work.
- (b) Where an employee exercises the employee's right to refuse to work pursuant to Article 27.04(a), the employee shall:
 - (i) immediately report it to the supervisor;
 - (ii) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and
 - (iii) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to Article 27.04(b)(i) and (ii), report it to the Occupational Health and Safety Division of the Department of Labour.
- (c) At the option of the employee, the employee who refuses to do any act pursuant to Article 27.04(a) may accompany an Occupational Health and Safety Officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.

- (d) Notwithstanding Subsection 50 (8) of the *Occupational Health and Safety Act*, an employee who accompanies an Occupational Health and Safety officer of the Department of Labour, the committee or a representative, as provided in Article 27.04(c), shall be compensated in accordance with Article 27.04(g), but the compensation shall not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.
- (e) Subject to this Agreement, and Article 27.04(c), where an employee refuses to do work pursuant to Article 27.04(a), the Company may reassign the employee to other work and the employee shall accept the reassignment until the employee is able to return to work pursuant to Article 27.04(a).
- (f) Where an employee is reassigned to other work pursuant to Article 27.04 (e), the Company shall pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (g) Where an employee has refused to work pursuant to Article 27.04(a) and has not been reassigned to other work pursuant to Article 27.04 (e), the Company shall, until Article 27.04 (a)(i), (ii) or (iii) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.
- (h) A reassignment of work pursuant to Article 27.04(e) is not a discriminatory act pursuant to Section 45 of the *Occupational Health and Safety Act*.
- (i) An employee may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
 - (i) the refusal puts the life, health or safety of another person directly in danger; or
 - (ii) the danger referred to in Article 27.04 (a) is inherent in the work of the employee.

27.05 Restriction on Assignment of Work Where Refusal

Where an employee exercises the employee's right to refuse to work pursuant to Article 27.04(a), no employee shall be assigned to do that work until the matter has been dealt with under that Article, unless the employee to be so assigned has been advised of:

- (a) the refusal by another employee;

- (b) the reason for the refusal; and

the employee's rights pursuant to Article 27.04.

27.06 First-Aid Kits

The Company shall provide first-aid kits for the use of employees during working hours, as per the Occupational Health and Safety Act.

27.07 Protection of Pregnant Employees

A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her unborn child, may request a job reassignment for that period by forwarding a written request to the employee's immediate management supervisor along with a satisfactory certificate from a duly qualified medical practitioner justifying the need for such reassignment. Upon receipt of the request, the Company, where possible, will reassign the pregnant employee to an alternate position and/or classification or to alternate duties with the Company.

***27.08 Uniforms and Protective Clothing**

- (a) Should the Company determine that uniforms are a requirement; the Company shall provide an adequate supply of uniforms. It shall be the responsibility of the employee to clean the clothing.
- (b) Truck drivers shall be supplied with reasonable outerwear, including warm/rain outerwear for the colder/wet days.
- (c) When required by the Company, special safety and protective clothing shall be provided and worn.
- (d) Where conditions of employment are such that an employee's clothing may be contaminated, or where an employee's clothing may be damaged, the Company shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress), and shall pay for their laundering.
- (e) The Employer will make available to employees required to work in the outdoors or in refrigerated or cold areas reasonable protective clothing.

***27.09 Safety Footwear**

Except for those employees covered by a footwear voucher system, a full-time employee who has completed her probationary period and is required to wear designated safety footwear shall be reimbursed for the actual designated safety footwear costs to a maximum of one hundred and twenty-five dollars (\$125.00) per calendar year, tax included.

27.10 Return of Uniforms, Protective Clothing, and Safety Footwear

Company issued clothing/footwear shall remain the property of the Company. Such Company issued clothing/footwear shall be returned upon separation of employment, if requested by the Company. Failure to return such clothing/footwear on request may result in a reasonable deduction from the employee's last pay.

ARTICLE 28 – LAYOFF AND RECALL

28.01 Layoff

In the event of a reduction in the workforce, the employee(s) with the least seniority in their classification in their location shall be laid off first provided the employee(s) retained on this basis have the qualifications, skill(s), ability and is competent to do the work.

In the event of a reduction in the workforce an employee shall exercise their seniority to displace the most junior employee, in their classification, in the bargaining unit, provided the employee(s) has the qualifications, skill(s), ability and is competent to do the work.

Where the employee in receipt of layoff is the most junior employee in their classification, such employee shall exercise their seniority to displace the most junior employee in the bargaining unit, provided the employee(s) has the qualifications, skill(s), ability and is competent to do the work.

28.02 Application of Seniority

In the case of a permanent layoff, employees will be permitted to exercise their seniority on a bargaining unit wide basis subject to the provisions of Article 28.01.

28.03 Recall

Recall of the employee(s) on layoff shall be in the inverse order of layoff, provided the employee(s) being recalled has the qualifications, skill(s), ability and is competent to do the work available.

28.04 Union Consultation

Where positions are to be declared redundant because of technological change, shortage of work or funds or because of discontinuance of work or the reorganization of work within a classification, the Company will advise and consult with the Union as soon as reasonably possible after the change appears

probable, with a view to minimizing the adverse effects of the decision to declare redundancies.

28.05 Notice of Layoff

- (a) Notice of layoff shall be given to employees on the basis of length of service as follows:

<u>Length of Service</u>	<u>Length of Notice</u>
3 months to 2 years	1 week
2 years to 5 years	2 weeks
5 years to 10 years	4 weeks
10 years or more	8 weeks

- (b) When the Company lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Company to the Union and employees who are to be laid off, in accordance with the following:
- (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off.
- (c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefore.
- (d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:
- (i) to exercise placement/displacement rights in accordance with the procedure set out in this Article;
 - (ii) to accept layoff and be entitled to recall in accordance with Article 28.03.

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

28.06 Pay in Lieu of Notice

Where the notice required by Article 28.05 is not given, the employee shall receive pay, in lieu thereof, for the amount of notice to which the employee is entitled.

28.07 No New Employees

Subject to Article 28.03, no new employees shall be hired unless all employees on the Recall List who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Company establishes that special skills or qualifications are required, as determined by the Company, according to objective tests and standards reflecting the functions of the job concerned.

28.08 Loss of Seniority

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

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns;
- (c) the employee is laid off for more than twelve (12) consecutive months without recall;
- (d) the employee has been appointed in an acting capacity to a position excluded from the bargaining unit for a period in excess of eighteen (18) months.
- (e) if the employee has been laid off and fails to reply to a recall notice within five (5) days of its mailing by registered mail or being sent by a telegram to the employee's last known address and/or failing to return to work within five (5) days of receiving such notice. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (f) if the employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence; or,
- (g) if the employee retires.
- (h) If the employee has been off work due to illness for a period in excess of two (2) years.

ARTICLE 29 - PAY PROVISIONS

29.01 Rates of Pay

The rates of pay shall be as set out in Appendix "A" which shall form part of this Agreement.

29.02 Rate of Pay Upon Appointment

The rate of compensation of a person upon appointment to a position shall be the minimum rate prescribed for the class to which she is appointed.

29.03 Acting Pay

When an employee is temporarily assigned for the convenience of the Company, to a higher classification, she shall be paid at the rate of the higher classification for time worked in that classification after more than one (1) consecutive hour in the higher classification. An employee temporarily assigned, for the convenience of the Company, to a lower classification shall not have her rate reduced.

***29.04 Shift Premium (Effective Date of Ratification)**

An employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours worked, on shifts, half or more of the hours of which are regularly scheduled between 6:00 p.m. and 6:00 a.m.

***29.05 Week-end Premium (Effective Date of Ratification)**

An employee shall receive a week-end premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between the hours of 0001 Saturday and 0700 Monday.

***29.06 Employee RRSP Plan**

The employer will introduce a voluntary RRSP Plan for employees, effective July 8, 2011. If an employee wishes to participate in the plan, the rate of participation will be at 3% of gross earning with a 3% employer match.

The employee will be able to opt out of the plan once participating, but will not be able to re-enroll in the future.

The plan will be set up in accordance with any and all federal and/or provincial regulations.

ARTICLE 30 - PART-TIME EMPLOYEES

30.01 Application of Collective Agreement

Except as specifically provided herein, the provisions of this Agreement shall apply to part-time employees as defined in Article 1.03(5)(b).

30.02 Hours Worked

“Hours worked” for a part-time employee shall mean the employee’s designated hours of work.

30.03 Earning Entitlements

For the purposes of earning entitlement to a benefit (e.g., vacation increment, merit increments, length of probation, pregnancy leave, etc.), calendar time of employment will be applicable.

30.04 Unpaid Leave

Subject to the Labour Standards Code, unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

30.05 Service

Except as otherwise provided in the Agreement, part-time employees will accumulate service and be credited with service on a pro-rata basis in accordance with hours worked, including designated paid holidays or days off in lieu thereof, vacation, sick leave, injury on duty leave, paid leaves of absence.

30.06 Overtime

Part-time employees will be entitled to overtime compensation in accordance with this Agreement when they work in excess of the normal full-time bi-weekly hours.

ARTICLE 31 - AMENDMENT

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

ARTICLE 32 – SUCCESSOR RIGHTS

***32.01** Where the Employer sells, leases or transfers or agrees to sell, lease or transfer its business or the operations thereof, or any part of either of them, this Agreement continues in force and is binding upon the purchaser, lessee, or transferee, subject to the *Trade Union Act*.

ARTICLE 33 - TERM OF AGREEMENT

33.01 The term of this agreement shall be from July 8, 2009 to July 7, 2012. All provisions of this Collective Agreement shall be effective July 8, 2009 unless otherwise specified.

ARTICLE 34 – NOTICE TO BARGAIN

34.01 After July 7, 2012, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within two (2) months prior to the expiry of this Agreement or any renewal thereof.

Signed on behalf of the Union:

**Joan Jessome
Neil McNeil
Bill McKiggan
Rosemary Mills
R. McAllister
Brandy Eele**

Signed on behalf of the Company:

**David Seymour
Allan Vail**

DATED AT Dartmouth, N.S. this 23rd day of December, 2010.

APPENDIX “A”

- Existing Bargaining Unit members shall receive retroactive wage increases on all hours worked, as follows:

July 8, 2009 to Date of Ratification – 2.9%

- Effective the date of ratification, the rate of pay for classifications within the Bargaining Unit shall be as follows:

Classification	Current Wage July 8, 2009	New Wage Date	1	2	3	4	5
Custodian	\$9.28	DOR July 8/10 Jul 8/11	\$14.5121 1.00% 1.00%	\$14.8145 1.00% 1.00%	\$15.1168 1.00% 1.00%		
Shipper	\$11.95	DOR July 8/10 July 8/11	\$15.2060 1.00% 1.00%	\$15.5170 1.00% 1.00%	\$15.8266 1.00% 1.00%	\$16.1376 1.00% 1.00%	\$16.4477 1.00% 1.00%
General Laundry Worker 1	\$10.92	DOR July 8/10 July 8/11	\$13,9037 1.00% 1.00%	\$14.1595 1.00% 1.00%	\$14.4149 1.00% 1.00%		
General Laundry Worker 2	\$11.36	DOR July 8/10 July 8/11	\$14.5121 1.00% 1.00%	\$14.8145 1.00% 1.00%	\$15.1168 1.00% 1.00%		
Laundry Worker 1	\$11.46	DOR July 8/10 July 8/11	\$15.2060 1.00% 1.00%	\$15.5169 1.00% 1.00%	\$15.8266 1.00% 1.00%	\$16.1376 1.00% 1.00%	\$16.4477 1.00% 1.00%
Truck Driver	\$13.25	DOR July 8/10 July 8/11	\$16.25 1.00% 1.00%				
Maintenance Worker	\$13.11	DOR July 8/10 July 8/11	\$17.2924 1.00% 1.00%	\$17.8820 1.00% 1.00%	\$18.4715 1.00% 1.00%	\$19.0610 1.00% 1.00%	\$19.6505 1.00% 1.00%
Team Leader	\$13.76	DOR July 8/10 July 8/11	\$17.0612 1.00% 1.00%	\$17.4485 1.00% 1.00%	\$17.8353 1.00% 1.00%	\$18.2211 1.00% 1.00%	\$18.6071 1.00% 1.00%
Systems Support	\$14.64	DOR July 8/10 July 8/11	\$17.0612 1.00% 1.00%	\$17.4485 1.00% 1.00%	\$17.8353 1.00% 1.00%	\$18.2211 1.00% 1.00%	\$18.6071 1.00% 1.00%

MEMORANDUM OF AGREEMENT #1

PAY

On or before each payday, each employee shall be provided for each pay period with an itemized statement of her/his wages, overtime and deductions. If the employer is unable to continue this practice they will meet with the Union to discuss alternatives.

Any shortages caused by Employer error in an employee's pay that is in excess of fifty dollars (\$50) shall be adjusted and paid within forty-eight (48) hours provided the error is brought to the attention of the Employer in a timely fashion.

Signed on behalf of the Union:

**Joan Jessome
Neil McNeil
Bill McKiggan
Rosemary Mills
R. McAllister
Brandy Eele**

Signed on behalf of the Company:

**David Seymour
Allan Vail**

DATED AT Dartmouth, N.S. this 23rd day of December, 2010.