

COLLECTIVE AGREEMENT

BETWEEN:

COMMISSIONAIRES NOVA SCOTIA



COMMISSIONAIRES

TRUSTED • EVERYDAY • EVERYWHERE

(the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

(the "Union")

Effective: From date of signing until March 31, 2012

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ARTICLE 1
PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

1.01 Purpose

The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between CNS, PSAC, and the employees, to set forth certain terms and conditions of employment relating remuneration, hours of work, employee benefits and general working conditions affecting the employees.

1.02 Quality of Service

The parties to this Agreement share a desire to maintain and improve the quality of service by CNS to its clients. Accordingly, they are determined to establish, within the framework provided by law and this Agreement, effective relationships at all levels of the parties' organizations. The provisions of this Agreement apply to CNS, PSAC, and the employees.

ARTICLE 2
DEFINITIONS

- 2.01 "Employee" refers to only those employees of CNS who are covered by this Agreement (see bargaining unit described in Article 3.01) and this term includes both male and female employees and singular and plural numbers of employees as the context may require.
- 2.02 "Full time employee" means an employee who on an ongoing basis is given regular shift assignments at one of the sites and who works full time.
- 2.03 "Regular part-time employee" means an employee who, on an ongoing basis is given regular shift assignments at one of the sites, but who works less than a full time employee.
- 2.04 "Dedicated spare employee" means an employee who is not a full time or regular part-time employee but who receives work in relieving full-time or regular part-time employees during their absences or satisfies an additional staffing need as determined by the client and is one of a group of employees who, while subject to other site assignments from time to time, is primarily dedicated to work at one of the sites.

- 2.05 "Spare employee" means an employee who is not a member of the bargaining unit, who works from CNS's general spare list (Detail 85), and obtains periodic or sporadic work as necessary but not on a dedicated basis.
- 2.06 "Employer" means Commissionaires Nova Scotia.
- 2.07 "Union" means Public Service Alliance of Canada.
- 2.08 "Site" means any of the premises of the Halifax Regional Police Service or the premises of the Halifax Harbour Bridges serviced by contracts with those entities.
- 2.09 "Strike" includes, but is not limited to, a work stoppage, slow down, suspension of work, or walk out, either complete or partial, during the term of this Agreement, by the employees in the Bargaining Unit at one or more of CNS' work sites covered by this Agreement.

ARTICLE 3
RECOGNITION

3.01 *The Certification Order and Voluntary Recognition*

The Employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for those employees of the Employer described in the certificate issued by the Nova Scotia Labour Relations Board, effective December 9, 2005, in the following bargaining unit:

"All full-time and regular part-time employees and dedicated spare employees employed by the Canadian Corps of Commissionaires (Nova Scotia Division) to fulfill its obligations to supply services under contracts or arrangements with the Halifax Regional Municipality or the Halifax Harbour Bridges, excluding non-dedicated spare employees, Site Supervisors, Shift Managers and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act."

3.02 Union Membership

Subject to the provisions of this Article CNS will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. As a condition of their continued employment, all employees in the bargaining unit shall become and remain members in good standing of the Union subject to Section 53 (3) (a) (ii) of the Nova Scotia *Trade Union Act*. Such membership shall begin upon the first day of active employment.

3.03 Dues Check-off

CNS will deduct an amount equal to the membership dues from each pay of each employee in the bargaining unit starting with the first pay day on which the employee has earnings. The Union shall inform CNS, in writing, of the percentage of gross wages to be deducted from each employee's pay. This percentage will apply only to those earnings of the employee in a given month which arise from work in a bargaining unit position. The amounts deducted in accordance with this clause shall be remitted by the 15th day of the month following the month for which the deductions were made and shall be sent to the attention of "The Supervisor, Membership Section, Public Service Alliance Canada". A cheque equaling the total of the amount of the individual deductions shall be made payable to the "Public Service Alliance of Canada", accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

3.04 Indemnity

CNS shall not be held liable by reason of its reliance upon the Union's instructions (i.e. dues check-off) and the Union agrees to indemnify and save CNS harmless against any claim or liability arising from the application of clause 3.03.

3.05 Union Representatives on Job Sites

CNS and the Union recognize that CNS does not own or control the work sites; accordingly, Union representatives must obtain prior approval to visit such sites from CNS, which approval shall not be unreasonably withheld. Such representatives will be granted reasonable access to attend meetings called by CNS occurring at Headquarters.

3.06 Occasional Overlap In Duties

CNS acknowledges that it is important in the maintenance of the integrity of the Bargaining Unit that normally, work assigned to Bargaining Unit employees, shall be carried out by those employees. However, it is agreed that, consistent with current practice, from time to time, to respond to the needs of its clients, CNS' site management personnel need to do work similar to that performed by Bargaining Unit employees. Subject to its operational and client service obligations, CNS will endeavour to keep such occurrences at a reasonable level and, in any event, CNS will not permit such activity to occur if it will directly cause the lay-off of any Bargaining Unit employees.

3.07 Shop Stewards and Local Union President

The Union may appoint four (4) employee Stewards at the HRP site and six (6) employee Stewards at the HHB site. In addition, one (1) Local Union President shall be a recognized Union representative. It is acknowledged that the stewards and Local Union President continue to have their normal employment responsibilities to perform but may seek permission from the relevant site supervisor or his delegate to have time off during normal working hours to deal with the processing of a grievance as defined in this Agreement. It is agreed that before leaving work for that purpose, they will obtain prior permission to do so, will not request an unreasonable length of time for that purpose and in no case will such activity interfere with the proper carrying out of the client's business. They will report back to the site supervisor or his delegate before resuming normal activities.

3.08 Union Notices

Provided the client agrees, CNS will arrange a place at the site for the posting of official CNS and Union notices, or alternatively a site binder, provided that any such notice is first approved by CNS, for example, to prevent anything being posted that might violate Human Rights law, and otherwise complies with all the client's requirements relating to such materials.

3.09 Bargaining Unit Personnel Information

As soon as is reasonably practicable in January of each year, CNS will provide to the Local Union President a list of all persons who were employed

in positions in the bargaining unit in the preceding calendar year.

3.10 Personnel Files

Once each calendar year, an employee may request the opportunity to examine his personnel file in the presence of an authorized representative of CNS.

3.11 Further Information

CNS shall provide to the Local Union President, in writing, before the end of each month, the names, classifications, and work location of newly-appointed employees. CNS also agrees to provide to the Local Union President a copy of CNS's current organization charts relevant to the operation of all sites in the bargaining unit.

3.12 CNS agrees to supply each new employee with a copy of the Collective Agreement as part of their orientation materials. The parties agree to split to the cost of printing copies of the Collective Agreement (big-8x11 format) to provide a copy to each employee.

3.13 CNS will provide the Local Union President a copy of the CNS' current *Policies and Procedures Manual* as existing at the signing of this Agreement, and as amended from time to time.

ARTICLE 4
MANAGEMENT RIGHTS

4.01 The Union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of the Agreement are retained exclusively by the Employer, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to the right to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients; the right to maintain order, discipline, and efficiency; the right to make, initiate, alter and enforce employee rules, regulations, policies and procedures; the right, for just cause, to discipline and discharge employees; the right to select, hire, train, direct and control the employees; the right to determine employee eligibility requirements; the right to determine and enforce training requirements and standards; the right to transfer, assign,

promote, demote, classify, reclassify, lay-off and recall (subject to Article 14), replace and retain employees; the right to reward and recognize employees for meritorious performance; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to make studies of work loads and institute changes in work loads and job assignments; the right to determine the existence or non-existence of facts which are the basis of any and all management decisions; the right to plan, direct and control operations; the right to select and retain employees for positions excluded from the bargaining unit; the right to determine prices and rates for its services; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part; the right to control productivity; the right to determine standards, methods and means of work;

The right to determine the job content and requirements of any job or classification; the right to determine the number and qualifications of employees needed by the Employer at any time and the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked; and, the right to maintain or establish standards of quality and quantity to be maintained.

The above enumeration of rights is by way of example and is not a limitation of the Employer's rights to manage its business without interference, which rights are solely and exclusively the rights of the Employer, and the continuance or discontinuance of any past practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Employer.

ARTICLE 5

VACATION LEAVE AND PAY

- 5.01 Vacation pay is distinct from vacation leave. Normally, each employee, on the pay for the pay period containing the anniversary date of his/her employment, shall receive vacation pay based upon his/her length of continuous employment on that date; however, at the employee's option, upon providing at least 20 days prior written notice, he/she may be paid from his/her earned vacation pay accrued up to the end of the last pay period immediately prior to the commencement of his/her vacation leave up to an amount equal to his/her regular pay for the period of the vacation, if

available (a minimum of one (1) week's vacation leave must be taken in this instance). Should this option be taken, the balance of vacation earned up to the employee's anniversary date will be paid as noted above ie, there will be a maximum of two (2) vacation pay payments. For employees who have less than eight (8) years consecutive employment on that date, the vacation pay paid on the anniversary date shall be four percent (4%) of the employee's gross earnings, excluding vacation pay, for the immediately preceding twelve (12) consecutive months. For employees who have eight (8) consecutive employment or more on their anniversary date, their vacation pay shall be six percent (6%) of the employee's gross earnings, excluding vacation pay, for the immediately preceding twelve (12) consecutive months.

5.02 The vacation year for vacation leave purposes shall be from April 1st to March 31st of the following calendar year, both dates inclusive.

5.03 An employee who as of April 1st in a year will have completed twelve (12) consecutive months of employment shall be entitled to two (2) weeks' vacation time off without pay. An employee who as of April 1st in a year will have completed eight (8) consecutive years of employment shall be entitled to three (3) weeks' vacation time off without pay. All leave must be scheduled in accordance with Article 5.04.

5.04

5.04.1 All employees who are entitled to vacation time off must request their preferred vacation time by February 1st of each year for the upcoming vacation year in units of no less than one week.

5.04.2 Vacation time off is to be taken during the current vacation year (use it or forfeit it) except that CNS may grant an employee who requests it in writing a carry-over up to one week's earned vacation time off but this must be taken no later than the end of the next vacation year. For vacations during the vacation year, CNS will attempt to grant vacation time as requested, unless operational requirements make this impractical. In cases where operational requirements prevent approval of requested vacation time, the vacation time will be scheduled by CNS after consultation with the employee involved. In the case where an employee does not obtain his/her requested vacation

time, CNS, upon written request from the employee, will give a written reason therefor. This shall also apply if, due to operational requirements, it is necessary to cancel some or all of an approved vacation leave.

- 5.04.3 CNS shall then post the vacation schedule by March 1st.
 - 5.04.4 In cases of conflicting vacation requests by two or more employees at a site, seniority shall be the governing factor, except that CNS shall not be expected or compelled to cancel vacation leave previously granted to a lesser service employee.
 - 5.04.5 Unless otherwise agreed to between CNS and its client(s), based on operational requirements, there may be a limit on the number of employees who may be absent on vacation at any given time.
 - 5.04.6 Notwithstanding 5.04.1, if operational requirements permit, CNS may allow an employee to take some of his/her earned vacation time off in single days.
- 5.05 CNS will make reasonable efforts not to recall an employee to work back from vacation after the employee has actually commenced his/her vacation leave. If during any vacation leave, an employee has left the geographic area of his/her residence, and is recalled from vacation and reports for duty, the employee shall be reimbursed, upon provision of receipts to the satisfaction of CNS, for reasonable expenses that the employee incurs:
- (a) In returning to the employee's residence; and/or
 - (b) In returning to the place from which the employee was on vacation when recalled if he/she immediately resumes vacation upon completing the work for which he/she was recalled.
- During the time involved in paragraphs (a) and (b) above, for which the employee is being reimbursed for reasonable expenses incurred by him/her, the employee shall not be considered as being on vacation leave.
- 5.06 When CNS cancels or alters a period of vacation leave which it had previously approved, CNS shall reimburse the employee for any non-recoverable costs of vacation contracts or reservations made by the

employee with respect to that portion of the vacation cancelled or altered by CNS provided the employee presents documentation suitable to CNS to prove the loss occurred. The employee agrees to make every reasonable effort to mitigate any such losses incurred and will provide proof of such action to CNS's satisfaction.

- 5.07 When an employee ceases to be employed for any reason, he/she or his/her estate, if deceased, shall be paid all vacation pay that has been earned but not taken by the employee.

ARTICLE 6 **LEAVES**

6.01 Pregnancy Leave

Pregnancy leave shall be as per the Nova Scotia *Labour Standards Code*.

6.02 Parent/Adoption Leave

Parental/adoption leave shall be as per the Nova Scotia *Labour Standards Code*.

6.03 Bereavement Leave

- (a) In the event of the death of an employee's immediate family, defined as the employee's spouse (including common-law partner and same-sex partner - each of which relationship is where persons of the opposite or same sex for a period of at least one year have cohabitated and share a common domestic life), child (including step child and adopted child), ward or parent (including step parent), the employee will be entitled to three (3) regularly scheduled shifts paid bereavement leave. Effective April 1, 2010, such leave shall be two (2) regularly scheduled shifts on the death of an employee's brother or sister. Such leave shall be one (1) regularly scheduled shift on the death of the employee's grandparent, grandchild, sibling (until April 1, 2010), mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and other relatives permanently residing in the employee's household or with whom the employee permanently resides.

- (b) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive and shall not exceed the number provided for in paragraph (a) and must include the day of the funeral.
- (c) In special circumstances and at the request of the employee, CNS will grant up to three (3) days leave without pay for the purposes of bereavement leave travel.

6.04 General Leave and Military Leave

- (a) CNS, in its sole discretion, may grant an employee an unpaid leave of absence requested by the employee in writing.
 - (b) Employees who are members of the Canadian Armed Forces Primary Reserve may be granted an unpaid leave of absence to engage in an operational mission or military duty or military training, requested in writing, to a maximum of twelve (12) months' leave without pay. An extension may be requested in writing and will not be unreasonably denied. Upon conclusion of the leave, CNS will return the employee to his/her former position within the Bargaining Unit if available, and if not, to a reasonably comparable position.
- 6.05 CNS shall grant leave with pay to an employee who is required to attend, and actually attends and testifies (if required), as a subpoenaed witness before a legal body having authority to issue subpoenas or summons, in a case related to his/her duties as a Commissionaire.
- 6.06 CNS shall make reasonable efforts to accommodate without pay an employee whose religion or culture requires attendance to fulfil obligations during what would normally be the employee's work time. For this purpose, employees may request annual vacation leave time or arrange a shift exchange with a fellow employee (provided this does not create any operational problem) in order to fulfil their religious or cultural obligations.
- 6.07 (a) While an employee is on an approved leave, with pay, under this Article, subject to the provisions of the relevant benefit plans, the employee is entitled to continue benefits' coverage he/she is enjoying on the day the leave commences on condition that he/she continues to pay his/her portion of the required premiums.

- (c) While on approved leave, without pay (not including vacation leave), subject to the provisions of the relevant benefit plans, the employee may continue to obtain coverage of the benefits he/she was enjoying at the commencement of the leave provided the employee pays both the required employee and employer contributions.

6.08 In relation to all of the above leaves, the employee requesting leave will provide as much notice as possible, in writing, of such request, to CNS which notice will provide, as far as possible, details of the timing and reasons for the requested leave.

6.09 Spousal Union Leave

After completing one (1) year's continuous employment with CNS, an employee who gives CNS at least ten (10) days written notice, shall be granted up to thirty (30) hours spousal union leave without pay for the purpose of getting married or declaring spousal union.

6.10 Compassionate Care of Family Leave

CNS agrees to provide compassionate leave for care of a seriously ill family member in accordance with the relevant provisions of the *Nova Scotia Labour Standards Code*.

6.11 Personal Time Off (PTO)

- (a) Members shall receive up to 24 hours paid time off for personal reasons - sick time or appointments
- (b) may be used in units of 4 hours or more with a minimum of 24 hours notice except in emergencies in which case as much notice as possible will be given.

Entitlement is based on hours worked in previous fiscal year (April 1 - March 31)

Hours worked in previous fiscal year	PTO Earned
2032+	24 hours
1665 - 2031	16 hours
521-1664	8 hours
0 - 520	0 hours

- (c) No employee may request or receive unpaid time off if they have available earned PTO, and no earned PTO may be carried over from one fiscal year to the next, ie “use it or lose it”.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURES

7.01 Definition of Grievance

A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement or relevant provincial legislation. Allegations of breaches of Article 20 (Harassment) or Article 19 (No Discrimination) are also included.

7.02 Informal Process

Should an employee have a complaint which may become a grievance, the employee is encouraged to first discuss the complaint with his/her site supervisor. The purpose of this discussion is to explore the possibility of reaching a resolution of the matter.

7.03 Union Representation

During the processing of grievance under the procedures referred to in clause 7.02 or 7.04, an employee, if he/she desires, may be represented or assisted by his/her shop steward or alternate. In addition, non-employee Union representatives may make representation to CNS' appropriate representatives regarding such grievances.

7.04 Formal Grievance Procedure

Step 1

7.04.1 A grievance must be presented in this step within twenty (20) days of the employee becoming aware of the circumstances giving rise to the grievance, in writing, to the Director of Operations or his designate. If requested, the Director or his designate will provide to the employee or, if applicable, to his/her representative a written receipt acknowledging the date upon which the grievance was received by him.

7.04.2 Within ten (10) days of receipt of the grievance, the Director of Operations, or his designate, will give a written reply to the grievor and, if applicable, to his/her representative.

Step 2

7.04.3 If the Director of Operations' reply is not satisfactory to the employee or failing the reply at Step 1, the employee or the Union has ten (10) days from the expiry of the time limit for the Director's reply in which to transmit the grievance to Step 2. This shall be done by submitting the grievance, in writing, to the Director of Human Resources, or her designate. The Director or her designate will give a written reply to the grievor and, if applicable, his/her representative within seven (7) days of the receipt of the grievance by her.

Step 3

7.04.4 If the Director of Human Resources' reply is not satisfactory to the employee or failing the reply at Step 2, the employee or the Union has ten (10) days from the expiry of the time limit for the Director of Human Resources' reply in which to transmit the grievance to Step 3. This shall be done by submitting the grievance, in writing, to the Chief Executive Officer or his designate. The CEO or his designate will give a written reply to the grievor and, if applicable, his/her representative within seven (7) days of the receipt of the grievance by him.

Step 4

7.04.5 An employee or the Union has fifteen (15) days from the expiry the time limit for the reply in step 3 in which to transmit the grievance to arbitration as provided for below.

7.05 Compliance with Grievance Procedure

No matter may be submitted to arbitration unless the foregoing grievance procedure, including the time limits therefor, have been fully and strictly complied with. The specific time limits identified in steps 1, 2, and 3 of clause 7.04 will commence when the Union has been provided with copies of the specified replies.

7.06 Board of Arbitration

Within seven (7) days after the notice is received by CNS referred to in 7.04.5 above, the Union and CNS will each nominate a member to a Board of Arbitration and advise the other party of that person's name in writing.

7.07 Selection of Board Chair

The two representatives so nominated shall, within ten (10) days of the appointment of the second of them, select a third person to act as Chair of the Arbitration Board, and in default of doing so, the Minister of Labour of the Province of Nova Scotia may, upon the application of either party, appoint such third person.

7.08 Time for Hearing

Within fifteen (15) days of the appointment of the Chair, the Board of Arbitration shall set a date for a hearing regarding the grievance. The Board shall endeavour to render its decision within thirty (30) days after conclusion of the hearing.

7.09 Parties May Opt For Sole Arbitrator

In lieu of the Arbitration Board referred to above, the parties may agree to have the grievance arbitrated by a Sole Arbitrator and in such case, the provisions of clauses 7.07, 7.08 and 7.10 shall apply with the appropriate contextual amendments to such Sole Arbitrator.

7.10 Arbitration Procedures

- (a) The Board or Sole Arbitrator must deal only with the grievance for which it or he/she is appointed. Evidence submitted must be relevant to the grievance.
- (b) In cases of discipline or discharge, the Board or Sole Arbitrator shall have authority to substitute a lesser penalty if in its or his/her opinion this is justified in the circumstances of the particular case.
- (c) The decision of the Board or Sole Arbitrator shall be final and binding; however, the Board or Sole Arbitrator shall have no authority to alter, modify, add to, or amend in any respect any provision of the Agreement, nor should any decision be incompatible with the provisions of this Agreement.
- (d) The fees and expenses of the Board Chair or Sole Arbitrator will be shared equally between the CNS and the Union and each shall pay the fees and expenses of its nominee to the Board.

7.11 Extension of Time Limits

The time limits set out in this Article may be extended by mutual written agreement of the CNS and the Union. If the time limits specified or extended by agreement are not met, the grievance will be deemed to be abandoned.

7.12 Union Authorization

A grievance related to the interpretation or application of the Agreement must be authorized by PSAC prior to being presented to CNS.

7.13 Expedited Arbitration

The parties agree, that by mutual consent in writing only, any grievance may be referred to the following expedited arbitration procedure:

- (a) The decision shall be by a Sole Arbitrator whose decision shall not constitute a precedent nor be referred to in any subsequent arbitration between the parties;

- (b) The Sole Arbitrator shall have no authority to alter, modify, add-to, or amend in any respect any provision of the Agreement, nor should any decision be incompatible with the provisions of this Agreement.
- (c) Such decisions from the expedited format shall be final and binding upon the parties.
- (d) The Sole Arbitrator shall be chosen by mutual agreement between the parties, or failing such agreement appointed by the Minister of Labour for the Province of Nova Scotia.
- (e) The costs of the Arbitrator shall be shared equally.

ARTICLE 8
STRIKES AND LOCK OUTS

8.01 Strikes and Lockouts

The Union agrees that there shall be no strike and CNS agrees that there shall be no lockout during the term of this Agreement.

8.02 Collateral Labour Disputes

In the event of a strike by any non-CNS employees, or any other labour organization, or any other bargaining unit, or of a lockout by any other employer, which affects the client's property or operations, the employees covered by this Agreement will remain on the job performing their assigned functions. However, where an employee is confronted with a situation jeopardizing his/her safety in crossing a legal picket line or demonstration on or at a client's premises, CNS will ensure a safe access to the workplace. If CNS is unable to provide such safe access in that situation, the employee will not be disciplined for failing to cross such picket line or demonstration.

ARTICLE 9
JOINT UNION - MANAGEMENT CONSULTATION COMMITTEE (the
"Committee")

9.01 Process

On the request of either party, the parties will meet at least once every two (2) months for the purpose of discussing general issues relating to the workplace that affect the parties or any employee bound by this Agreement. Given the nature of the contract with the client at each site and the limited number of employees on the worksite at any point in time this meeting will be scheduled outside normal work hours and at no cost to the Employer. These meetings will not discuss any matter that is, or could be, the subject of a grievance under this Agreement.

9.02 Purpose

The parties acknowledge the mutual benefits from joint consultation and are therefore prepared to have discussions aimed at developing and introducing appropriate processes for the purpose of providing joint consultation on matters of concerns of either party.

9.03 Matters for Discussion

The Committee will meet at least once every two (2) months or on other occasions if mutually agreed, to discuss issues such as working conditions, policies affecting conditions of employment or working conditions not covered by this Agreement, and like matters of mutual interest. The discussions are meant to be meaningful and constructive.

9.04 Matters Not Within the Committee's Jurisdiction

The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of this Agreement or a matter that is, or could be, the subject of a grievance under this Agreement. The Committee shall not have power to bind either the Union, the employees or CNS to any conclusions reached in their discussions.

9.05 Remuneration

CNS agrees to pay employees attending Committee meetings at their straight time rate for actual hours in attendance at the Committee's meetings.

9.06 Chair and Minutes

The Committee shall alternate its Chair between representatives of the Union and CNS from one meeting to the next. Preparation of Minutes of the meetings will be prepared by the Chair of the meeting in question. The Minutes will be agreed by the parties prior to distribution to the Union and CNS.

ARTICLE 10
PAY

10.01 Pay

Employees shall be paid the hourly rate for the positions which they occupy as specified in Appendix "A" attached hereto, pay being made on a bi-weekly basis.

10.02 Work in a Higher Classification

When an employee is required to perform substantially all of the functions (and with substantially all of the responsibilities) of a higher classification at his/her work site for, he/she will be compensated at the rate of the higher classification for all work while he/she continues to perform such duties and responsibilities of the higher classification.

ARTICLE 11
DISCIPLINE AND DISCHARGE

11.01 Progressive Discipline The Norm

CNS agrees that normally discipline will be progressive and corrective in nature and, depending upon the nature of the specific infraction (for example, some offences, such as theft, being of a major nature, may result

in discharge as the initial action), will normally commence with counselling and/or a verbal warning.

11.02 Written Discipline

In the event that the Employer disciplines an employee, the employee and the Union shall be notified in writing of the discipline.

11.03 Right to Representation

Where CNS intends to meet with an employee to impose discipline or to discharge him/her, that employee will be informed of his/her right, if desired, to have Union representation at such meeting.

11.04 Grievances

Grievances related to the suspension or discharge of an employee shall be filed commencing at step 2 of the Grievance Procedure.

ARTICLE 12
UNIFORMS AND FOOTWEAR

12.01 CNS shall determine, and may amend from time to time, policy and practices that must be complied with concerning the wearing of uniforms and footwear including those uniform items and footwear which will be issued or provided free of charge, the length of time of expected wear before a free replacement will be issued, and the purchase price should an employee wish to replace an item of clothing before the free replacement date. All prices are subject to change. Upon leaving employment, all items of uniform as determined by CNS must be returned before final pay/vacation pay will be made. Notwithstanding the foregoing, CNS agrees that during the life of this Agreement, the uniform items to be issued or supplied free of charge will not be lesser than is presently provided. The initial issue upon Enrolment consists of the following:

1. one cap
2. two short sleeved blue shirts
3. one navy v-necked embroidered sweater
4. two pairs of navy serge or poly blend trousers

5. one black leather belt
6. one 3-season embroidered jacket with zip-out lining
7. one navy, hooded, knee length parka with draw-string waist
8. one reversible rain coat or rain gear
9. one rain cap cover

Items one through five will be replaced free of charge after 24 months and items six through nine will be replaced free of charge after 48 months.

Protective clothing, such as wind pants, fire retardant clothes, hard hats, etc will be provided at sites where such items are required.

Where protective footwear is required to be worn, a footwear allowance of \$150 every two years is available. This allowance will also be provided to Parks Patrol/Parking Enforcement employees, Crosswalk Supervisors and Process Servers in the Court Section.

ARTICLE 13 **AGREEMENT RE-OPENER**

- 13.01 This Agreement may be amended by the parties by mutual agreement in writing. For example, they may see the need to adjust some of the time lines in the Grievance and Arbitration Procedures contained in Article 7 of this Agreement.

ARTICLE 14 **LAYOFF, RECALL AND SEVERANCE PAY**

- 14.01 Loss of Contracts

When a contract is not renewed, or is reduced in scope, or is cancelled, CNS, in cooperation with PSAC and the affected employees, will, using the process described in clause 14.05, seek alternate employment for the displaced employees.

- 14.02 Notice

CNS agrees, except in extraordinary circumstances when it is not practicable to do so, to provide written confirmation to the Union within one

(1) week of receiving formal written notification from a client of the non-renewal, reduction in scope or cancellation of a contract with that client.

14.03 Re-Employment Plan

Once the extent of any non-renewal, reduction or cancellation of a contract is determined, CNS, in consultation with the Union, will seek alternate employment pursuant clause 14.05 for any displaced employee(s).

14.04 Some Re-Employment Factors

In developing the re-employment plan, CNS will respect the following:

1. Subject to complying with clause 14.05, employees with the most seniority will have priority for re-employment;
2. Subject to complying with clause 14.05, employees at non-affected sites within the bargaining unit will be subject to being bumped on a reverse seniority basis.

14.05 Alternative Employment Process

The following sequence will apply in seeking alternate employment for the displaced employee(s):

- (i) CNS will determine if there is any vacancy at another site in the bargaining unit and provided he/she has, in CNS' view, appropriate skills, abilities, and qualifications, the senior displaced employee(s) will be given the opportunity to fill any such vacancy(s) at the other site, and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary eg. adjusting from one cash handling system at one site to the cash handling system at the other. Such re-assignment will preempt any job posting process currently under way with respect to such vacancy;
- (ii) If there is no suitable vacancy at another site in the bargaining unit for such senior displaced employee(s), such employee(s) may use his/her CNS seniority to bump the employee most junior in seniority in a position in the bargaining unit,

provided, in CNS' view, he/she has appropriate skills, abilities, and qualifications to perform and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary eg. adjusting from one cash handling system at one site to the cash handling system at the other. There shall be no chain bumping.

- (iii) If options (I) and (ii) does not result in the displaced employee(s) obtaining alternate employment, he/she will be placed on the Detail 85 spare list with priority for assignment to a future position in the bargaining unit for which the employee is suitable with reference to the factors described in paragraph (I) and (ii) above. While they are on the Detail 85 spare list, they will cease to be members of the bargaining unit, except that they will retain their right to be recalled if the position from which they were laid-off is restored.
- (iv) If CNS is unable to provide, on average, reasonable consistent employment of at least 32 hours per week, at the employee's option, he/she may terminate his/her employ with CNS due to "loss of contract" in which case he/she will be paid the severance specified in the *Nova Scotia Labour Standards Code*.

ARTICLE 15
STAFFING PROCEDURE AND PERSONNEL TRANSFERS

- 15.01 When CNS determines there is a permanent vacancy for a non-entry level position or creates a new Bargaining Unit position ("job opportunities"), it shall post notice thereof on all site CNS notice boards (if available) or in the CNS binder at the clients' sites.
- 15.02 CNS may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 15.03 Job opportunities will be open to all employees in the Bargaining Unit.

- 15.04 The posting shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. However, when client requirements dictate, a shorter posting period may be used, in which cases, CNS will make reasonable efforts to notify employees on leave or off shift of these job opportunities.
- 15.05 The posting shall identify the required skills, abilities and qualifications (including any certificates, licences or other client requirements) for the job, and its pay rate. The posted requirements for the job opportunity shall, as far as possible, accurately reflect the client's requirements for the job.
- 15.06 All employees who apply for a job opportunity shall be considered to be candidates in the selection process. The candidates for the job opportunity will be evaluated by CNS according to the posted requirements. Where candidates are relatively equal in CNS' view in meeting the posted requirements, the candidate with the greatest site seniority of the employees where the vacancy is being filled will be offered the position. If there is no employee of that site who applies, the relatively equal, qualified employee applying from the other site who has the greatest CNS seniority will be offered the position. If, in CNS' view, no employee applicant meets the requirements for the position, it may fill the position in such manner it deems appropriate.
- 15.07 CNS may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, CNS shall so state on the job posting.
- 15.08 Within two (2) weeks of the competition being finalized, candidates shall be advised in writing of the result of the competition, and the name of the successful candidate will be posted.
- 15.09 All candidates who apply and who meet the requirements of the job will be considered; however, when interviews and/or tests are used as part of the selection process, only the top ranked candidates will be interviewed and/or tested.

- 15.10 Successful candidates will be subject to a trial period of five hundred and twenty (520) hours worked. At an appropriate point in CNS' judgment during the trial period, constructive feedback in a structured format will be provided to the employee. During the trial period, if the employee proves to be unsatisfactory in the new position, he/she shall be returned either to his/her former position or an equivalent position at the same rate of pay without loss of seniority.
- 15.11 At their option, unsuccessful candidates may request a meeting with CNS to discuss their assessment by CNS in the job competition. At that meeting, if he/she so wishes (advised verbally or in writing), the employee may be accompanied by a Union representative.
- 15.12 If an employee wishes to transfer for personal or compassionate reasons, the employee will submit his or her request in writing and CNS will consider the request provided:
- (a) The transfer does not constitute a promotion; and
 - (b) CNS will, when possible, transfer the employee to a suitable available vacancy at another site in the Bargaining Unit provided CNS determines that the employee has appropriate skills, abilities and qualifications (including any certificates, licences or other client requirements) to perform the job.

ARTICLE 16
SENIORITY

- 16.01 CNS Seniority of an employee means the length of the employee's continuous service with CNS since the date of the employee's most recent date of hiring. Site Seniority of an employee means the length of the employee's continuous service in a position in the bargaining unit at either the Halifax Regional Police Service site or the Halifax Harbour Bridges site.
- 16.02 Notwithstanding 16.01, there shall be a probationary period for each new employee hired to a position within the Bargaining Unit, of 520 paid hours commencing with the first day of actual paid work. If the employee successfully completes his/her probationary period, he/she

shall then acquire seniority which shall be backdated to his/her date of hire. The parties agree that it is in the interest of CNS and the remaining employees in the Bargaining Unit that new employees be considered as to their suitability for permanent employment. Accordingly, CNS, in its sole and unfettered discretion may terminate a probationary employee at any time during the probationary period.

- 16.03 When two (2) or more employees have identical CNS seniority, their relative seniority shall be determined by the recorded time of their Enrollment at hiring.
- 16.04 A CNS and Site seniority list as determined by the above, consisting of the name and amount of seniority of each employee, shall be maintained by CNS and revised once each year in January by CNS based on service up to the end of December in the immediately preceding year. The list will be filed in the CNS binder (see 3.08 above) at each site and a copy will be forwarded to the Local Unit President.
- 16.05 An employee who believes that he/she is improperly placed on a seniority list shall have twenty-five (25) days from the date of filing of the list in the CNS binder to protest, in writing, to CNS, with a copy to the Local Unit President. If the matter is not then resolved, he/she may file a grievance in accordance with the grievance procedure in this Agreement.
- 16.06(a) Employees permanently appointed to a position outside of the Bargaining Unit shall retain their accrued CNS and Site seniority for up to one (1) year, but shall not accumulate further CNS and Site seniority unless they return to the Bargaining Unit.
- (c) Employees temporarily appointed or on an acting assignment outside of the Bargaining Unit shall retain and accumulate CNS and Site seniority for a period not to exceed ninety (90) days. Thereafter, no further CNS and Site seniority shall accrue unless they return to the Bargaining Unit.
- (d) No employee shall be transferred without his/her permission to a position outside of the Bargaining Unit.
- 16.07 An employee who resigns his/her position or is terminated by CNS and within ninety (90) is re-employed within the Bargaining Unit, shall

regain his/her CNS and Site seniority accumulated to the date of resignation or termination.

- 16.08 An employee shall lose his/her CNS and Site seniority and cease to be an employee:
- (a) he/she is are discharged by CNS and not reinstated through the grievance or arbitration procedures of this Agreement;
 - (b) he/she quits or resigns (if any such quit or resignation is as a result of a demonstrated misunderstanding or argument and the employee requests, in writing, within two (2) days after the date on which he/she originally quit or resigned, to rescind his/her quit or resignation, the employee will be permitted to return to work, provided that the employee will be permitted to do this only once).
 - (c) he/she has been laid off in excess of twelve (12) months;
 - (d) he/she fails to accept a reasonable offer of recall from layoff;
 - (e) subject to Article 7 (Grievance and Arbitration), he/she uses an authorized leave of absence for a purpose other than that for which the leave was granted (if during such leave the employee wishes to have its purpose changed, he/she will request and obtain approval for such change) or fails to return to work on the completion of such leave of absence or vacation unless a reason satisfactory to CNS is given within three (3) days of the completion of the authorized leave of absence or vacation.
- 16.09 For greater certainty, at the HRP Site, if an employee moves into a section from another section of the site, eg is displaced from the Courts section and moves into the Parks Patrol/Parking Enforcement section, the employees in that section with the greatest length of continuous service in that section will have priority over such new employee (who will start at the bottom of the list of employees in the section) for the purpose of shift and vacation scheduling and work location.

ARTICLE 17
HOURS OF WORK, INCLUDING REST PERIODS AND MEAL PERIODS

- 17.01 It is agreed that the hours of work are determined by contractual obligations between CNS and its clients. Accordingly, there can be no guarantee of any amount or type of work.
- 17.02 With the exception of short notice requirements, such as securing replacements, CNS will post in the site binder or a CNS bulletin board, if available, work schedules for all employees fourteen (14) days in advance of the work to be performed, where possible.
- 17.03 Where due to client requirements or similar good reason, it is necessary to change a work schedule within the fourteen (14) day period, where possible, CNS will provide the Union and the affected employees with as much notice of the change as is reasonably practicable.
- 17.04 Subject to client obligations, CNS will endeavour to maintain the present method of assigning shifts for regular employees.
- 17.05 In each full shift of a minimum eight (8) hours, CNS will provide paid time off of a total 60 minutes for rest and/or meal periods, as scheduled by CNS and responsive to the clients' operational needs. This total, for each full shift of a minimum of twelve (12) hours, will increase to 75 minutes. Because of the nature of CNS' work obligations to its clients, it is agreed that it may be necessary for an employee to stay at his/her post during a rest or meal period, or part thereof, without additional compensation; CNS will make reasonable efforts to keep such situations to a minimum. It is agreed that pay for the foregoing rest or meal periods is conditional upon CNS being funded by its clients for this benefit. Should it transpire that breaks or meal periods become unpaid and an employee is required to remain at his/her post during a break or meal period, such break or meal period shall be with pay.

ARTICLE 18
HEALTH & SAFETY

18.01 Preamble

1. CNS and the Union acknowledge their, and the employees, respective obligations to promote and maintain a safe and healthy workplace. They also acknowledge that because the employees are working in work sites owned and controlled, not by CNS, but by CNS' clients, that, of necessity, there will be limitations arising from this fact and that they will need to work cooperatively with those clients in promoting and maintaining that safe and healthy workplace.
2. CNS agrees to take appropriate measures, as it deems necessary, to ensure that employees work in a safe and healthy environment.
3. CNS and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules, regulations and practices established by CNS and/or its clients, from time-to-time, as measures to protect themselves and others.

18.02 Occupational Health & Safety Act Compliance

CNS and the Union agree that they and the employees will comply with their respective obligations under the *Nova Scotia Occupational Health & Safety Act* and its Regulations. Without limiting the generality of the foregoing, the parties will establish forthwith a Joint Occupational Health & Safety Committee in compliance with the Act.

18.03 Site Work Instructions

CNS will provide Site Work Instructions (aka safe operating procedures), and training, where required, in the handling of dangerous goods or materials, the operation of equipment, and, where applicable, exposure to toxic substances. Where required, these Instructions and/or training may be done in conjunction with CNS' clients. CNS will comply with the requirements of the WHMIS legislation in consultation with the Union and the JOHS. WHMIS training by CNS will be done in consultation with the Union and the JOHS.

18.04 Health and Safety Information

CNS will respond to reasonable requests by the Union for health and safety information in its possession, which requests will not be unreasonably denied.

18.05 Pregnant Employees

A pregnant employee who furnishes CNS with satisfactory medical evidence that her working conditions may be physically dangerous to her unborn child or herself by reason of her pregnancy, may request to be assigned to other duties to another available position in the Bargaining Unit involving no such danger for the duration of the identified danger. Such requests shall be granted by CNS and the reassignment shall be without reduction of pay or benefits.

18.06 Grievance Procedure

Where there are alleged breaches of the provisions of this Article, it is agreed that employees will pursue a remedy for any such breaches pursuant Article 7 (Grievance and Arbitration).

ARTICLE 19
NO DISCRIMINATION

19.01 CNS and the Union agree that there will be no discrimination exercised by either party towards any employee employed by CNS on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital or family status, physical or mental disability, sex, age, sexual orientation, a conviction for which a pardon has been granted, any other grounds specified within the *Nova Scotia Human Rights Act*, or membership or lawful activity in the Union as specified in this Agreement. This right not to be discriminated against is subject to the qualifications thereof contained in the Act, eg. bone fide occupational requirements.

19.02 CNS and the Union recognize that they, and affected employees, have a duty, subject to bone fide occupational requirements, to cooperatively and reasonably accommodate to the point of undue hardship disabled employees to the extent required under Nova Scotia law. An employee

seeking accommodation must request same in writing by (I) identifying the condition requiring accommodation with meaningful specificity and verified by supporting medical documentation to the satisfaction of CNS, (ii) by identifying in writing, with supporting medical documentation to the satisfaction of CNS, measures which would achieve the accommodation.

ARTICLE 20
HARASSMENT

- 20.01 The Union and CNS recognize the importance of having a workplace environment free from harassment in its various forms. CNS agrees that it will not tolerate harassment in the workplace and to that end has, and will, enforce its Harassment Policy.
- 20.02 Any employee who feels that he/she is a subject of harassment may pursue a complaint under CNS' Harassment Policy. If this does not resolve the matter to the employee's satisfaction, subject to clause 20.03, he/she may file a grievance under this Agreement. During the grievance procedure, CNS and the Union agree to consider as an option to that procedure the use of an alternative dispute resolution mechanism such as mediation in an attempt to resolve the matter. In such event, they agree to freeze the processing of the grievance while that attempt is pursued.
- 20.03 Recognizing that the matter of the authority of Arbitrators to award suitable remedies in cases of harassment is the subject of considerable present debate, CNS and the Union agree to establish a committee of two (2) representatives of each to provide to the parties recommendations within six (6) months of the signing of this Agreement to deal with that subject and if agreeable to them, this Agreement will be amended accordingly.

ARTICLE 21
AMALGAMATIONS AND MERGERS

- 21.01 Should CNS merge, amalgamate or combine any of its operations or functions with another organization or another division of the Canadian Corps of Commissionaires during the term of this Agreement

which affects the employees covered by this Agreement, subject to the law of successor rights, CNS will use reasonable efforts to have the resulting legal entity employ the employees and integrate them into the operations of that legal entity and, to the extent that is reasonably practicable, not unduly interfere with the terms and conditions of employment of the employees as contained in this Agreement.

- 21.02 Should the Union change its name, affiliate or merge with any other union or group of unions, subject to the law of successor rights, the resulting legal entity shall be substituted for the Union as a party to this Agreement for the balance of its term.

ARTICLE 22
TECHNOLOGICAL CHANGE AND JOB SECURITY

22.01 In this Article, "Technological Change" means:

1. the introduction by CNS or its Client(s) of equipment or material of a different nature or kind than was previously utilized by CNS or the Client in carrying out the work, or,
2. a change in the manner in which CNS or its Client(s) carries on the work that is directly related to the introduction of that equipment or material.

22.02 The parties recognize that technological change is an ever present reality and therefore they will encourage and promote same in CNS' operations. When a technological change occurs, CNS, in consultation with the Union, will assist the employees to adapt to any new requirements of their positions caused by such technological change. Costs of any necessary training for that purpose will be paid by CNS or the Client(s).

ARTICLE 23
CLIENT ACCEPTANCE OF EMPLOYEES

23.01 The nature of the relationship between CNS and its clients necessitates that individual employees be acceptable to the client at the workplace to which they are assigned. When a client considers an employee to be

unsuitable, either on initial assignment or at any subsequent time, and the client advises CNS of this, CNS shall review the client's concerns and will try to reconcile the situation. CNS will request the client outline its concerns about the employee in writing; if the client will not do so, CNS will summarize the substance of the client's concerns and provide same in writing to the employee. A copy of this request will be copied to the employee and the Union.

23.02 Where no reconciliation is possible with the client, subject to clause 23.03, the following provisions will be used to attempt to find an alternative assignment for any affected employee(s):

- (a) CNS, in consultation with the Union, will seek alternate employment pursuant clause 23.02(c) for any displaced employee(s).
- (b) In developing a re-employment plan, CNS will respect the following:
 - (a) Subject to complying with clause 23.02(c), employees with the most seniority will have priority for re-employment;
 - (b) Subject to complying with clause 23.02 (c), employees at non-affected sites within the bargaining unit will be subject to being bumped on a reverse seniority basis;
- (c) The following sequence will apply in seeking alternate employment for the displaced employee(s):
 - (a) CNS will determine if there is any vacancy at another site in the bargaining unit and provided he/she has, in CNS' view, appropriate skills, abilities, and qualifications, the senior displaced employee(s) will be given the opportunity to fill any such vacancy(s) at the other site, and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary eg. adjusting from one cash handling system at one site to the cash handling system at the other. Such re-assignment will preempt any job posting process currently under way with respect to such vacancy;

- (b) the representative of an employee who is a named party in a proceeding before an Arbitration Board and who is presenting the case on behalf that employee.

24.04 The cost of the leaves with pay referred to in clauses 24.01, 24.02, and 24.03 shall be capped at a total cost to CNS of two thousand dollars (\$2000 CDN) for all affected employees in any one year.

24.05 CNS will grant leave without pay:

- (a) for up to four (4) employees to participate in negotiations to renew this Collective Agreement,
- (b) for up to three (3) employees in the Bargaining Unit per year selected as delegates to attend meetings of the Executive Council of the Union, conventions of the Union, Canadian Labour Congress or the Nova Scotia Federation of Labour,
- (c) to undertake training related to the duties of a representative of the Union, up to a total for all employees of not more than twenty (20) work days per year, and,
- (d) for up to one (1) employee in the Bargaining Unit at any one time, who has been elected or appointed to a full-time office in the Union for the period during which he/she is elected or appointed to hold such office but, to a maximum of up to one (1) year. Where allowed under the terms of group insurance policies, the employee on such leave may continue to contribute to insurance-related benefits during the said leave as though he/she was at work, provided the employee pays both the employee and employer contributions. An employee returning to work with CNS after such leave shall have the time spent on leave credited for the purposes of seniority and shall be returned to his/her vacated position within the Bargaining Unit, if available, and if not to a reasonably comparable position.

ARTICLE 25
EMPLOYEE ORIENTATION

- 25.01 At the successful conclusion of an employee's probationary period, CNS will permit the employee to meet with a local Union representative for up to thirty (30) minutes during the employee's regularly scheduled shift without loss of pay.

ARTICLE 26
POLITICAL RIGHTS

- 26.01 CNS shall place no restriction on the rights of employees to participate in the political process, including the right to run for an office or campaign for the candidate(s) of their choice.
- 26.02 If an employee is elected to a political office, he/she shall be entitled to a leave of absence without pay for a period of up to two (2) years, provided that he/she may apply in writing for an extension of up to an additional two (2) years, which extension request will not be unreasonably denied. Where allowed under the terms of group insurance policies, the employee on such leave may continue to contribute to insurance-related benefits during the said leave as though he/she was at work, provided the employee pays both the employee and employer contributions. An employee returning to work with CNS after such leave shall be returned to his/her former position within the Bargaining Unit, if available, and if not to a reasonably comparable position.

ARTICLE 27
POLICIES AND PROCEDURES

- 27.01 CNS may, from time to time, issue rules and regulations (formerly rules and regulations) covering the operation of CNS. Employees agree to comply with such policies and procedures unless they are in contravention of this Agreement or any relevant legislation. CNS agrees that the application of such policies and procedures shall be consistent with all relevant legislation and the terms of this Agreement.

ARTICLE 28
HOLIDAYS

28.01 Recognized Holidays

Subject to clause 28.02, the following are recognized paid holidays:

HPD

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Christmas Day
- (h) Boxing Day

HHB

- (a) New Year's Day
- (b) Good Friday
- (c) Canada Day
- (d) Labour Day
- (e) Christmas Day

such days to be observed, for individual employees, on the days as determined by the client's operational requirements.

28.02 Pay Qualification

An employee who has who worked on or was in receipt of pay from CNS for at least fifteen (15) of the thirty (30) calendar days, or alternatively has been paid by CNS for 120 hours in that thirty (30) day period, immediately preceding the holiday, and who did not refuse to work on either of his/her regularly scheduled shift the day before and the day after the holiday, is entitled to be paid for the above holidays at his/her regular rate for his/her regular shift hours even if he/she does not work on those days.

28.03 Working on a Holiday or Remembrance Day / Remembrance Day

- (a) An employee will be compensated for working on the holidays referred to in clause 7.08 the total, for holiday pay and premium pay, of two-and-a-half times (2½ x) his/her regular rate of pay for each hour worked on those days. An employee who works on Remembrance Day will be compensated the total of double time (2x) his/her regular rate of pay for all hours worked on that day. In addition, certain employees may be paid additional holiday premiums, if paid for by CNS' clients, as they may determine from time to time. The compensation provided

in this clause shall be the total obligation of CNS, in money or time, arising from work being performed on the days being referred to.

- (b) The employees in the Bargaining Unit who do not work on Remembrance Day and who meet the qualifications in clause 28.02 shall be paid their regular rate for their regular shift hours for that day.

ARTICLE 29
REPORTING AND CALL BACK PAY

- 29.01 Where an employee reports for work as scheduled by CNS, and no work is available for him/her, he/she shall be paid a minimum of four (4) hours pay at his/her regular straight-time rate and shall perform such tasks as may be assigned to him/her during those four (4) hours.
- 29.02 If an employee works his/her shift, leaves the workplace, and is called back to work outside of his/her regularly scheduled hours, he/she shall be paid for such call back a minimum of four (4) hours pay at his/her regular straight time rate of pay and shall perform such tasks as may be assigned to him or her during those four (4) hours.
- 29.03 It is agreed that the foregoing premium in clause 29.02 is conditional upon CNS continuing to be funded by its clients for this benefit.

ARTICLE 30
PARKING

- 30.01 For the duration of this Collective Agreement, CNS agrees to continue to provide to the employees who work at the HHB site parking free of charge provided that the clients at that site continues to provide parking on the same financial and physical arrangements that are in effect on the day the Collective Agreement is signed.

ARTICLE 31
OVERTIME

- 31.01 Where CNS requires an employee to work in excess of forty-eight (48) hours in a work week (Sunday midnight to the next Saturday midnight), he/she shall be paid overtime at the rate of time-and-one-half (1.5x) the employee's regular straight time rate for all such excess hours worked.
- 31.02 Overtime may also be paid to certain employees at the initiative of and upon funding by CNS's clients at such rates from time to time as they may determine.

ARTICLE 32
BENEFITS

- 32.01 For the duration of this Collective Agreement, CNS agrees to continue to provide \$20,000 (\$10,000 for those employees who opted to stay at that level) of term life insurance (50/50 co-pay on premiums) and the present level of AD&D insurance (100% paid by CNS). In addition, CNS has surveyed all of the employees with a view to canvassing their views on additional group benefits, including premium payment amounts and arrangements they may wish. Within 6 months of the signing of this Agreement, the results of this survey will be provided to a joint committee of three (3) representatives of each of the parties, which committee will consider appropriate recommendations to the parties for possible amendment of this Agreement as the parties may agree are financially and otherwise feasible.

ARTICLE 33
DURATION

- 33.01 This Agreement shall be for the period April 1, 2009 until March 31, 2012, but only the adjustment to the hourly wages as noted in Appendix "A" shall be retroactive for those hours worked (including overtime hours) on or after April 1, 2009 by employees who are in the Bargaining Unit on the date this Agreement is signed. There will be a

wages only reopener negotiation for wages applicable for the period April 1, 2011 - March 31, 2012.

33.02 Either party may provide written notice to the other at such time as is provided for in the *Trade Union Act*, to commence collective bargaining to settle the terms of an Agreement to replace this one.

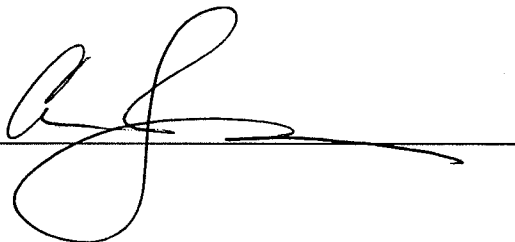
Signed at Halifax, Nova Scotia, this 21ST day of OCTOBER, 2009.

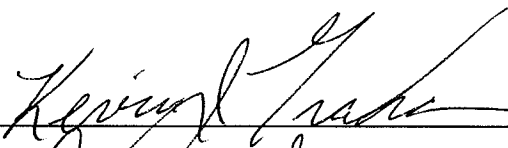
COMMISSIONAIRES NOVA SCOTIA


PUBLIC SERVICE ALLIANCE OF CANADA
















WITNESS TO ALL OF ABOVE SIGNATURES

Appendix "A"
WAGES

Classification	Current Hourly Rate	Effective April 1, 2009	Effective April 1, 2010
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Bridges Classifications

Control Room Supervisor	\$13.15	\$13.53	\$13.91
Bridge Police	\$12.55	\$12.93	\$13.31
Toll Booth Operator	\$11.55	\$11.93	\$12.31

Police Classifications

SGT	\$10.86	\$11.24	\$11.62
WO	\$11.36	\$11.74	\$12.12

*These amounts are conditional upon the two clients agreeing to pay these amounts - the rates will be the lesser of these or the rates agreed to be paid by the clients.

Signing bonus - All employees who, on the date the Collective Agreement is signed, are members of the Bargaining Unit, will receive a signing bonus of \$100 gross.

LETTER OF UNDERSTANDING #1

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

1. The Nature of the Employer and its Operations

The parties recognize that the Employer is a non-profit corporation with a mandate to provide meaningful employment opportunities to former members of the Canadian Forces, the Royal Canadian Mounted Police and persons of like background. The employees, a disciplined body in the tradition of the Canadian Forces and the Royal Canadian Mounted Police, are expected to abide by the Employer's strict code of rules and regulations and to maintain the same standards of conduct and discipline which they acquired in the uniformed service of Canada and display the attributes of dependability, loyalty and trust.

2. The Client is Key

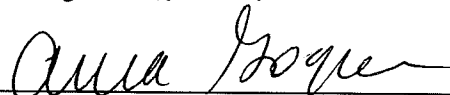
The Union and the employees recognize that the Employer's business is the servicing of clients with whom it has various contracts. Because the employees' work is to provide the service the Employer has undertaken to provide to those clients on their respective premises and often as an integral part of such clients' operations, satisfaction of clients' goals and objectives is recognized to be a fundamental obligation of the Employer and the employees covered by this Agreement. It is recognized that the employees are subject to the directions that may be given to them by the Employer's clients and that they are obligated to comply with all rules and regulations that apply to the client's premises and operations. It is understood and agreed that a breach of any such direction, rule or regulation, will be treated by the Employer as if it was a breach of the Employer's own directions, rules or regulations.

This Letter of Understanding will be deemed to be part of the Collective Agreement.

Signed at Halifax, Nova Scotia, this 21ST day of OCTOBER, 2009.



COMMISSIONAIRES NOVA SCOTIA



PUBLIC SERVICE ALLIANCE OF
CANADA

LETTER OF UNDERSTANDING #2

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

Recognizing that the matter of the authority of Arbitrators to award suitable remedies in cases of harassment is the subject of considerable present debate, CNS and the Union agree to meet within six (6) months of the signing of this Agreement to deal with that subject and if agreeable to them, this Agreement will be amended accordingly.

Signed at Halifax, Nova Scotia, this 21ST day of OCTOBER, 2009.



COMMISSIONAIRES NOVA SCOTIA



**PUBLIC SERVICE ALLIANCE OF
CANADA**

LETTER OF UNDERSTANDING #3

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

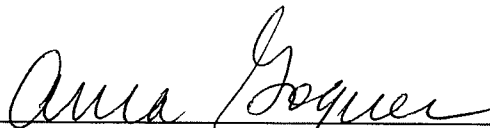
The parties acknowledge that because of the nature of CNS' operations, it has not been possible to obtain from its clients at the two (2) sites covered by the Collective Agreement financial support for sick leave for its employees. CNS will make reasonable efforts when it renegotiates its contracts with those clients to obtain such support in future.

In the meantime, it is agreed that individual employees may bank up to 40 hours of paid employment per fiscal year (ends March 31) for the purpose of providing paid time off for sickness. CNS, in consultation with the Union, within 6 months of signing of the Collective Agreement will develop a policy and procedures to institute this provision.

Signed at Halifax, Nova Scotia, this 21st day of OCTOBER, 2009.



COMMISSIONAIRES NOVA SCOTIA



**PUBLIC SERVICE ALLIANCE OF
CANADA**

LETTER OF UNDERSTANDING #4

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

CNS agrees for the term of this Agreement to make a one time payment to the Social Justice Fund as established by the Union in the amount of \$750.

Signed at Halifax, Nova Scotia, this 21ST day of OCTOBER, 2009.



COMMISSIONAIRES NOVA SCOTIA



**PUBLIC SERVICE ALLIANCE OF
CANADA**

LETTER OF UNDERSTANDING #5

Between

COMMISSIONAIRES NOVA SCOTIA

and


PUBLIC SERVICE ALLIANCE OF CANADA

CNS is currently working to develop a group medical benefit plan with anticipated commencement dated of April 1, 2010. This plan is intended to provide certain benefits with a 50/50 premium cost sharing arrangement. If this plan is developed, the parties agree to make an amendment to this Agreement accordingly.

Signed at Halifax, Nova Scotia, this 21ST day of OCTOBER, 2009.



COMMISSIONAIRES NOVA SCOTIA



**PUBLIC SERVICE ALLIANCE OF
CANADA**