

Discovery Centre
(The “Employer”)



And

UNIFOR



And its LOCAL UNION 4005
(The “Union”)

The parties recognize that this Agreement has been signed on unceded Mi'kmaq territory.

Table of Contents

PURPOSE / PREAMBLE	3
ARTICLE 1 – INTERPRETATION AND DEFINITIONS	3
ARTICLE 2 – APPLICATION OF THE AGREEMENT.....	3
ARTICLE 3 – RECOGNITION	3
ARTICLE 4 – MANAGEMENT RIGHTS.....	4
ARTICLE 5 – UNION SECURITY AND UNION ACTIVITY	5
ARTICLE 6 – STRIKES AND LOCKOUTS	8
ARTICLE 8 – GRIEVANCE PROCEDURE.....	9
ARTICLE 9 – ARBITRATION	11
ARTICLE 10 – PROBATION	12
ARTICLE 11 – SENIORITY	12
ARTICLE 12 – HOURS OF WORK.....	13
ARTICLE 13 – OVERTIME.....	15
ARTICLE 14.....	15
ARTICLE 15 – WORKPLACE HARASSMENT	17
ARTICLE 16 – OCCUPATIONAL HEALTH, SAFETY, AND ENVIRONMENT	17
ARTICLE 17 – HUMAN RIGHTS.....	19
ARTICLE 18 – LEAVES OF ABSENCE.....	19
ARTICLE 19 – VACATION	23
ARTICLE 20 – PAID HOLIDAYS	24
ARTICLE 21 - PROGRAM DEVELOPMENT SHIFTS	26
ARTICLE 22 - PREMIUMS AND ALLOWANCES	26
ARTICLE 23 - PAYMENT OF WAGES	27
ARTICLE 24 –LAY-OFF AND RECALL.....	28
ARTICLE 25 - BENEFITS AND PENSION PLAN	28
ARTICLE 26 - TERM OF AGREEMENT.....	30
MEMORANDUM OF UNDERSTANDING.....	31
APPENDIX A - WAGES.....	32

PURPOSE / PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Discovery Centre and its employees represented under this Agreement by Unifor Local 4005, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions, including but not limited to occupational health and safety, affecting employees covered by this Agreement.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner as the Discovery Centre fulfills its commitments and responsibilities and maintains and enhances its public reputation.

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

1.01 For the purpose of this Agreement:

- (a) "Employer" means the Discovery Centre, that is, the Centre in Halifax, Nova Scotia, and any person(s) duly appointed by it to act on its behalf
- (b) "Union" means the Unifor, Local 4005, in Halifax Nova Scotia as described in Article 3.01, and any person(s) duly appointed by it to act on its behalf.
- (c) "Bargaining unit" means the group of employees as recognized in Clause 3.01.
- (d) "Employee" means a person who is a member of the Bargaining Unit.
- (e) "Full-Time Employees" work thirty-five (35) or more hours per week.
- (f) "Part-Time Employees" work less than thirty-five (35) hours per week.

ARTICLE 2 – APPLICATION OF THE AGREEMENT

2.01 – This Agreement applies to and is binding on the Union, the Employees, and the Employer.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes Unifor Local 4005 as the sole and exclusive bargaining agent for the Employees as described by the *Labour Board Order LB- 1338*.

3.02

(a) In the event that an entirely new classification is included in the bargaining unit, or significant changes are made to an existing classification, the hourly rate of pay will be negotiated by the Union and the Employer.

(b) Each classification will have an associated job description. A copy of each job description will be kept on file by the Director, Human Resources and provided to the Unit Chairperson electronically.

(c) Job descriptions are developed by the Employer and will include duties, tasks, responsibilities, and qualifications. The Employer will provide the Unit Chairperson and the Union with notice of any changes to the job descriptions.

(d) Upon request, job descriptions and pay scales will be made available to Employees through their immediate supervisor.

3.03

Managerial personnel, non-bargaining unit Employees, or volunteers shall not perform functions which are normally performed by members of the bargaining unit so as to be the direct cause of a reduction of hours, lay-off of a bargaining unit Employee, or failure to recall a bargaining unit Employee, except in cases of:

(a) Instructing Employees in the bargaining unit;

(b) Training, experimentation, or new procedure development;

(c) In case of unusual circumstances where the Employees are not immediately available to perform the work required, or to address unanticipated visitor engagement needs, and after a reasonable attempt (if circumstances permit) was made to have the work performed by an Employee.

ARTICLE 4 — MANAGEMENT RIGHTS

The Union recognizes and agrees that it is the exclusive function of the Employer to manage and structure its operations in all respects, in a manner that is fair, reasonable, and in good faith, in order to conduct its business effectively.

4.02 Exclusive Function of Management

Without restricting the generality of Article 4.01, but subject to the provisions of this Collective Agreement, the Union recognizes the right of management to operate the Discovery Centre in a manner which meets the purpose set out in the Preamble. Accordingly, the Employer shall have the exclusive right:

(a) to hire, discipline, suspend and discharge for just cause, lay off, transfer, classify, evaluate, promote, demote, and recall employees;

(b) to establish rules, procedures, practices and policies, which are subject to change from time to time, to maintain efficient operation of the Discovery Centre in meeting its commitments and responsibilities;

(c) to utilize volunteers to assist in the delivery of the objectives of Discovery Centre, subject to Article 3.03. Such volunteers shall not be utilized in such a manner as to cause the reduction of hours or lay-off of any Employee; and

(d) to engage individuals on a term position basis for no longer than 30 days, or for as long as a position for which distinct external funding has been allocated (to a maximum of 6 months), to assist in the delivery of the objectives of Discovery Centre. Such engagement shall not be utilized in such a manner as to cause the reduction of hours or lay-off of any Employee(s) and the Union will be provided with advance notice of the terms of the engagement. The Employer agrees that should the external funding/term position be extended beyond 6 months, the individual(s) will become part of the bargaining unit and the Employer will pay union dues from the first day of engagement until the day the Employee becomes a member of the Bargaining Unit. Should any individual become an Employee following their engagement, any time spent during that engagement would count towards fulfillment of the probationary period.

4.03 Employer's Exercise of Functions

The Employer agrees that it will not exercise its functions as set out in this Article 4 in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 – UNION SECURITY AND UNION ACTIVITY

5.01 All Employees shall become and remain members in good standing of the Union.

5.02 The Employer shall deduct, from the wages due every Employee, an amount equal to the monthly membership dues in accordance with the Unifor Constitution. The union agrees to hold the employer harmless from any action arising out of wrongful deductions of money for union dues or their equivalent resulting from the union instructions.

5.03 Union dues will be calculated and deducted on a pay period basis based on 1.35% of the employee's regular hourly rate and the Employer shall deduct these amounts only as per these written instructions. On a pay period basis, the Employer will provide the Union separate dues listing reports for active and inactive employees including:

- (a)..the name of each Employee;
- (b) the amount of dues deducted for each Employee;
- (c)..the relevant rate of pay and job classification for each Employee;

- (d)..the number of hours upon which Union dues were calculated; and
- (e) an e-mail address, mailing address, phone number, date of hire, classification for each Employee.

For inactive Employees, the Employer will also provide a reason if no dues are deducted (e.g., STD, LTD, WCB).

5.04 The Employer shall include, without charge, on the annual income tax (T4) slips, an indication of the sums deducted under this Article, from all Employees' wages.

5.05 No Discrimination Because of Union Activities.

- (a) There shall be no discrimination against any Union member because of participation in lawful Union activities.
- (b) The Employer recognizes Stewards as well as Union members who participate on workplace committees. Such employees will not be subject to disciplinary action by the Employer for carrying out the duties proper to their positions.

5.06 The Union negotiating committee shall consist of two (2) employees of the Employer and one alternate and Union Representatives. The Union will inform the Employer of the names of the members of the Union negotiating committee. Union Stewards and members of the negotiating committee (other than the Union Representatives) shall be Employees who have completed their probationary period.

5.07

- (a) Union Stewards and the negotiating committee members shall exercise their functions in such a manner as to promote good order and with the least possible interference with the regular duties of their employment.
- (b) Time spent by Employees on the negotiating committee in negotiating the collective agreement renewal shall be paid by the Employer to a maximum of 5 days per Employee (i.e. 40 hours max; maximum two Employees) for each renewal.
- (c) Where permission is granted by the Employer one Steward will be granted reasonable time to investigate a grievance. Permission will not be unreasonably withheld.

5.08

- (a) The Employer recognizes the Union's right to select Stewards to represent Employees. The Union agrees to provide the Employer, in writing, the names of the two (2) Union Stewards (one of whom will be recognized as the Unit Chairperson and one alternate.

(b) Such Unit Chairperson, Stewards, and alternate will serve until the Union notifies the Employer in writing that such Employee has been removed from the position of Unit Chairperson, steward/alternate by the Union and provides the name of the Employee's successor.

5.09 It is agreed that the Regional Representatives of the Union shall be given a reasonable opportunity to confer with management and the Steward, provided the Union notifies the Employer and a mutually convenient time has been established for the meeting.

5.10

(a) The Employer shall advise each new Employee of the name of their Union Stewards of Unifor Local 4005.

(b) It is agreed that, within two weeks of the start date of a newly hired Employee(s), a Steward or alternate shall meet with the new Employee(s) for a maximum of 20 minutes at a time that is agreed upon with the Employer. Such meeting will be for Union orientation, and there shall be no loss of pay to the newly hired Employee(s) or the Steward/alternate.

5.11 LABOUR MANAGEMENT COMMITTEE

(a) The Parties agree that concerns arising from the application and interpretation of this Agreement are best handled through open communication between Employees and their supervisors/Manager and the Director, Human Resources.

(b) The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour/Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern, arising from the application of this Agreement.

(c) The Labour/Management Committee will be comprised of 3 Union Representatives, of whom one shall be the Unit Chairperson, and 3 representatives of the Employer, one of whom shall be the Director, Human Resources. A quorum will be 4 members, providing that 2 members of each Party are present. Each Party shall select, from itself, one Union member and one Employer member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.

(d) The Employer shall supply administrative support for the Committee to take minutes, circulate notices of meetings and agendas.

(e) The Committee shall approve minutes taken and post minutes and agendas on the notice board described in Article 5.14. Agendas shall be posted at least 7 days prior to the date of meeting.

(f) The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective Parties.

(g) The Committee shall meet at least once every 2 months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

(h) For greater certainty, the recommendation(s) described in (f) will be considered by the respective parties but are not binding.

5.12 The Employer shall provide an electronic copy of all Bargaining Unit Employees' names, addresses, phone numbers and rates of pay to the Union once a calendar year on July 15th and copies of the seniority list of Employees shall be provided every 3 months to the Unit Chairperson.

5.13 The Employer will erect a notice board to be dedicated to Union purposes. Any notices posted must receive approval from both the Employer (through the Director, Human Resources, or designate) and the Union prior to being posted. The Employer will not unreasonably refuse the posting of a notice.

ARTICLE 6 – STRIKES AND LOCKOUTS

The Union agrees that, during the lifetime of this Agreement, there shall be no strike, slowdown or stoppage of work, and the Employer agrees that there will be no lock-out.

ARTICLE 7 – DISCIPLINARY ACTION

7.01

(a) No Employee who has successfully completed the probationary period pursuant to Article 10 will be disciplined or discharged without just cause.

(b)

(i) An Employee shall have the right to have a Steward or other Union Representative present at any disciplinary meeting. The Employer must communicate this right to representation either verbally or in writing, and provide the Employee with sufficient time to connect with a Steward or Union Representative to inform them of their decision either way.

(ii) Should a Steward not be available within one (1) day of the intended disciplinary meeting, an alternate Steward or the Regional Representative will participate (subject to Article 7.01(d)) in the disciplinary meeting with the Employer, such that the disciplinary meeting will not be delayed by more than one (1) day.

(c) Following any disciplinary meeting and once a decision has been made on whether discipline will be imposed, the Employer will provide written notice to the Employee and the Union on the outcome of the meeting and the reasons of the discipline at the time that the discipline is imposed.

(d) An Employee has the right to waive representation. If the Employee decides to waive right to representation then the Employee must complete and sign a Union Waiver Form. This form is to be provided to the Unit Chairperson. In the event that the discipline results in suspension or discharge the Unit Chairperson or other Union Representative shall be present in the meeting.

(e) A claim by an Employee who has completed the probationary period that they have been unjustly discharged shall be treated as a grievance beginning at Step 3 provided such claim is lodged with the Employer no later than ten (10) working days following the discharge.

(f) Discipline will be progressive in nature (i.e. verbal warning, written warning, suspension, or discharge) unless the incident is of such severity that one or all of the progressive discipline steps may be skipped.

(g)

(i) Subject to 7.01 (g) (ii), all disciplinary records will be removed from the Employee's file, provided there is no subsequent discipline, after twelve (12) months from date of origin.

(ii) Disciplinary records related to the following types of incidents will be removed from the file after a period of twenty-four (24) months, provided there is no subsequent discipline:

- Safety
- Harassment
- Bullying
- Violence
- Drugs and Alcohol

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The Employer and the Union recognize that grievances may arise concerning differences between the parties in regards to the interpretation, application, operation or alleged violation of the provisions of the agreement.

To resolve these differences and pursuant to the provisions of the Nova Scotia *Trade Union Act* the following procedures shall be followed:

8.02 Step 1

The Employee and/or the Union Steward shall make every effort to settle the dispute verbally with the Manager no later than seven (7) calendar days after they first became aware of the circumstances giving rise to the grievance. The Manager shall reply in writing within seven (7) calendar days.

8.03 Step 2

Failing satisfactory settlement at Step 1, a union steward shall submit the grievance in writing to the Director, Human Resources or designate who shall meet with the Union Steward and grievor within seven (7) calendar days of receipt of the grievance. The Director, Human Resources or designate shall render a written decision within seven (7) calendar days of the grievance meeting.

8.04 Step 3

Failing satisfactory settlement at Step 2, the Unit Chairperson shall submit the grievance in writing to the President or designate who shall meet with the Unit Chairperson and the Regional Representative within seven (7) calendar days of receipt of the grievance. The President or designate shall render a written decision within seven (7) calendar days of the grievance meeting.

8.05 Certain Grievances to Step 2

Group or Suspension or Discharge grievances shall be submitted at Step 2 of the Grievance Procedure.

8.06 Where either party to this agreement disputes the general application, interpretation, or operation of an article or clause of this agreement, or where the Employer or Union has a complaint about an alleged violation of the provisions of this Collective Agreement, the dispute shall be discussed initially at Step 3 between the parties within fifteen (15) working days of the Union or the Employer's first knowledge of the circumstances giving rise to the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.

8.07 The time limits in each step of the Grievance Procedure may be extended by mutual agreement between the parties.

8.08 A grievance which is not settled following the decision of the Employer at Step 3 may be referred to arbitration in accordance with Article 9 of this Agreement by either party upon written notice.

- 8.09 With mutual agreement of the parties a grievance otherwise planned for arbitration per Article 8.06 may be referred to the Nova Scotia Labour Board for Grievance Mediation Program.

ARTICLE 9 – ARBITRATION

9.01 Matter sent to an Arbitrator

- (a) Where a matter is not resolved pursuant to Article 8 of this Collective Agreement, the matter may be referred to arbitration. Any such referral must be made within fifteen (15) calendar days of the Employer's answer as set out in Article 8 unless the parties mutually agree to extend this time limit.
- (b) The party wishing to submit the matter to arbitration shall make such request in writing addressed to the other party to this Collective Agreement.
- (c) All arbitrations shall proceed by way of a single Arbitrator. The party referring the matter to arbitration will inform the other party of the names of its nominees. The other party will, within seven (7) calendar days, indicate in writing on which nominee they agree or provide the names of alternate nominees. If the parties fail to agree on an Arbitrator within fourteen (14) calendar days after the referral to arbitration is made, one of the parties can request the Minister of Labour and Advanced Education to appoint an arbitrator.

9.02 Limitations

The Arbitrator shall not have any authority to alter, change, or detract from any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof.

9.03 Binding Decision

The Arbitrator will hear and determine the matter (including whether the matter is arbitral) and will issue a written decision. All decisions arrived at by the Arbitrator will be final and binding.

9.04 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator shall be divided equally between the Employer and the Union.

ARTICLE 10 – PROBATION

10.01 The probationary period will be 90 calendar days for Full-time Employees and 150 calendar days for Part-time Employees.

10.02 The Employer may terminate the employment of the probationary Employee at any time during the probationary period with five (5) days' written notice or pay in lieu. The reason for such termination will be given in writing to the Employee and the Union on the day of the termination. The Union and Employee shall only grieve such termination if it is arbitrary, discriminatory or in bad faith.

ARTICLE 11 – SENIORITY

11.01 Subject to Article 10.02 all Full-time and Part-time Employees shall have seniority from their first date of employment and accrue seniority as herein provided. When two (2) or more Employees are hired on the same day, their seniority shall be determined by utilizing the last three (3) digits of their social insurance number, with the lowest number(s) being placed on the seniority list ahead of the higher numbers.

11.02 An employee shall lose their seniority standing and shall cease to be employed by the Employer upon the occurrence of any of the following circumstances:

- (a) when an Employee voluntarily terminates their employment or retires;
- (b) when an Employee is discharged for just cause and is not subsequently reinstated;
- (c) when an Employee has been laid off for a period of twelve (12) months;
- (d) when an Employee fails to return to work within five (5) working days of being notified by registered mail of the effective date of their recall from layoff. For the purpose of this article, the Employer shall send the notice by registered mail to the Employee's last given address; such notice shall be deemed to have been received when signed for or after five (5) business days from the date of mailing;
- (e) an Employee may refuse a recall of short duration of thirty (30) calendar days or less and be exempt from this provision. It shall be the responsibility of the Employee to notify the Employer immediately of any change in their address;
- (f) if the Employee is absent from work for three (3) consecutive working days without notifying the Employer of the reasons for such absence or without a valid reason for such absence; or
- (g) if the Employee overstays a leave of absence granted by the Employer by three (3) days without securing an extension of the leave of absence from the Employer or designate.

ARTICLE 12 – HOURS OF WORK

12.01

(a) The Employer will prescribe hours of work for Employees. The regular work week for Full-time Employees shall normally consist of 35 hours per week. The regular working day shall be set by the Employer for each Employee.

(b) Employees will receive up to a one hour unpaid meal break at a time as mutually determined (at the beginning of their shift) by the Employee and the Employee's immediate supervisor. This break will occur no later than 5 consecutive hours after the start of the Employee's shift. However, Employees who are required by their immediate supervisor, due to unusual circumstances, to work through all or a portion of their meal break will be paid for the time worked.

(c) Part Time Employees will be scheduled pursuant to Article 12.02.

12.02 The Employer shall provide the work schedule for Employees at least two weeks in advance.

12.03 Notwithstanding Article 12.02, special or other unforeseen events may result in an Employee's work schedule changing with less than two weeks' notice. Notice of the reason for the change shall be provided to the affected Employees and the Unit Chairperson.

12.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work.

12.05 Flexible Work Arrangements

Employees who were unscheduled but are called in to work will be paid for all hours worked during that shift but will not, in any event, be paid any for less than three (3) hours of work.

12.06 Working from Home Arrangements

(a) The Employer recognizes that Full Time Employees may sometimes ask, or be required, to work from home. Such arrangements will be made with the Employee's manager. An Employee's request to work from home will not be unreasonably denied; however, Employees understand that these arrangements may not be operationally feasible for some classifications and/or certain periods of time.

(b) The following will apply when Employees are requested to respond to workplace inquiries outside of their scheduled hours:

- (i) the request must be from the Lead or from a member of management;
- (ii) the request must be made through telephone calls or text messages;
- (iii) the Employee will be compensated at their regular rate of pay or time in lieu for any time engaged in such matter, subject to regular payroll practices; and
- (iv) the manager or Lead making the request must immediately report to their manager, via email, the reason for the request and the time involved.

12.07 Storm or Hazardous Condition Closures

(a) The Employer will contact Employees before 7:30am to confirm storm day closures and expected re-openings if the Employee was scheduled to work that day. Full time Employees are expected to complete work at home, if possible, during such closures. In any event, Full time Employees who were scheduled to work on a closure day will be paid their regular wages for that day. Part time Employees who were scheduled to work on a closure day will be paid a maximum of 3 hours' wages for that day.

(b) Discovery Centre will be closed for staff and public when the RCMP and Halifax Police recommend people stay off the roads.

(c) In the event that the Discovery Centre is required to close early due to a storm, any Employees working on the premises at that time will be paid for the remainder of their shift.

12.08 In the event that the Employer offers one or more Employee(s) the opportunity to leave work early (due to operational considerations) the Employee(s) can volunteer to leave work early without pay for the remainder of their shift.

12.09 Discovery Centre's opening hours may be reviewed and changed to meet the needs of visitors and programs, with two (2) weeks' notice to the Union. Such notice will provide a reason for the change.

12.10

(a) An Employee who is required as part of their regularly assigned duties to respond to social media communications outside of the hours as described in Article 12 ("Regular Hours"), is expected to flex their time such that any time spent responding to social media communications does not increase the number of hours they work in a week beyond the Regular Hours.

(b) In the unusual event that it is not possible to flex their hours within the week in which hours are worked outside of the Regular Hours, such Employee will have the hours banked, to be used at such a time as the Employer and the Employee mutually agree. For greater certainty, the Employee will not spend any time in addition to the Regular Hours responding to social media communications unless the Employee has express written authorization from their manager. The Employee will keep a written record of time that is spent, and work performed, outside of the Regular Hours responding to social media communications.

(c) In the event the Employee is required to work in excess of 48 hours in one week, the provisions of Article 13 will supersede the provisions of this Article.

ARTICLE 13 – OVERTIME

13.01 When Employees are required by the Employer to work in excess of 48 hours in a one-week period, such hours will constitute overtime hours.

13.02 For greater certainty, all overtime must be approved in advance by the Employer and will be allocated on a fair and equitable basis among qualified, available and willing Employees.

13.03 Any Employee who works overtime pursuant to Articles 13.01 and 13.02 will be given time off on a basis of 1.5 hours off for each hour worked in excess of 48 hours per week. All time off earned as a result of overtime will be taken at a mutually agreeable time within six months of earning the overtime. When the time cannot be scheduled and taken within six (6) months of the time being worked, payment shall be made unless the Employer and Union agree on an extension. When overtime is paid out, it shall be at the rate of pay when the overtime was worked.

ARTICLE 14

14.01 Vacancies and Promotions

(a) When a job vacancy occurs, the Employer will post the job internally for a period of five (5) calendar days during which time Employees who wish to fill the vacancy may submit their resume and cover letter in writing.

(b) Jobs will be awarded based on the following factors

(i) skill, ability, qualification; and

(ii) seniority.

(c) In all cases where the items referred to in (i) above are determined to be equal, factor (ii) will govern.

(d) An Employee who applies for a job vacancy within the 5 days referenced in Article 14.01 will be considered for the vacancy prior to an external applicant being considered; however, if it is determined that no such Employee possesses the required skills, abilities, or qualifications for the position, the Employer may hire an external candidate.

(e) Employees who apply for the job vacancy will be notified of receipt of their application and of reasons why they are not the chosen candidate.

14.02 Employer Permitted to Advertise Outside of Bargaining Unit

The Employer may advertise outside the Bargaining Unit for any vacancy after the five calendar days referenced in Article 14.01.

14.03 Letter of Appointment

Upon hiring or change of status, the Employer will provide the Employee and the Union with a letter of appointment indicating the Employee's job title, salary rate and employment status (for example, Full Time) and with a copy of the applicable Job Description.

14.04 Trial and Training Period

(a) The hiring of an Employee into a new position pursuant to Article 14.01 will be for two trial and training periods; each trial and training period will be two weeks in duration (four weeks total) as described at Article 14.04 (b). The Employee will receive the new position salary rate from the first date of the trial and training period.

(b) The first two week period will involve such Employee working both in the new position and the Employee's "old position". The second two week period will involve such Employee working in the new position only. The Employer will provide training throughout both periods.

(c) In the event that the Employee does not successfully complete the four week trial and training period pursuant to this Article, or chooses (within the four week trial and training period) not to remain in the new position, the Employee will be returned to their "old position", with no loss of seniority.

14.05 To enhance career growth internal to the bargaining unit, a Part Time Employee may, with Employer approval, become trained to work in other classifications within the bargaining unit when opportunities occur. Such cross training will be allocated based on seniority, provided the candidate has the aptitude for the role. Shifts in classifications for which employees have been cross-trained will be

offered to such employees when persons already in the classification are unable to work that shift.

ARTICLE 15 – WORKPLACE HARASSMENT

Respectful Workplace

The Employer, Union, and Employees will cooperate in fostering and maintaining a respectful workplace.

The Union and Employer agree that there will be no discrimination with respect to any Employee that is contrary to the *Trade Union Act*, *Human Rights Act*, or the *Occupational Health and Safety Act*. Employees are entitled to work in a place that is free from such discrimination.

Workplace harassment (which includes sexual harassment) and bullying are prohibited. The Employer recognizes that workplace violence is an occupational health and safety concern. The Employer will cooperate and work with the Union, employees, and the public to ensure that any risk of workplace harassment, workplace bullying, and workplace violence is either eliminated or minimized to the greatest extent possible.

An Employee who believes they have been harassed, bullied, or discriminated against is encouraged to report such behaviour to the Employer and the Union who, in turn, will advise the other party upon receiving such a report.

Any instance of workplace violence must be reported to the Employer and should the workplace violence involve a Bargaining Unit member then the Employer will advise the Union.

All Discovery Centre employees will be provided with a copy of, and are required to adhere to, the Discovery Centre Respectful Workplace Policy. The Policy includes definitions of discrimination, workplace harassment (which includes sexual harassment), workplace bullying, and workplace violence. It also establishes a complaint/investigation process, reference to the importance of confidentiality, and a prohibition against retaliation.

An Employee affected by the complaint process may have Union representation present throughout the process.

ARTICLE 16 – OCCUPATIONAL HEALTH, SAFETY, AND ENVIRONMENT

16.01 Nova Scotia *Occupational Health and Safety Act* and Regulations (“OHSA”)

(a) Safety is a core value and a shared mutual concern and both the Employer and the Union are committed to protecting the employees, assets and the general public from injury and damage.

(b) The Employer, Union and Employees all recognize their responsibilities under the OHSA and are committed to fulfilling those responsibilities.

16.02 Joint Health and Safety Committee ("JHSC")

(a) The Parties agree that there will be a JHSC. The Union and the Employer shall each appoint 3 members and two alternates to the JHSC. The JHSC shall be co-chaired by 1 Employee member (as selected by the Employees) and 1 Employer member (as selected by the Employer).

(b) The JHSC will meet a minimum of 10 times throughout the year and perform its duties pursuant to the requirements as set out in the OHSA.

(c) The Employer will post and update (as required), on the OHS bulletin board, the names of all JHSC members.

16.03 On-the-Job Injury

(a) An Employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift.

(b) An Employee who is injured on the job or who requires transportation from the work site to a physician, clinic or hospital for treatment, or to their home, shall receive such transportation at the expense of the Employer.

16.04 WHMIS Training

(a) The Employer shall provide paid WHMIS training (with refresher training where required) to all Employees for whom such training is required.

(b) The Employer shall provide general lab safety and certification (with refresher training where required) to all Employees for whom such training is required, i.e., those who will be working with chemicals and cryogenic materials, and in a lab setting.

(c) The Employer will maintain records of training within the Employees' files.

16.05 First Aid Training

(a) The Employer agrees to provide paid basic first aid training, at a time specified by the Employer, to all Full Time Employees who require such training.

(b) For Part Time Employees, the Employer will pay for the cost (but not the time spent taking the training) for basic first aid training. Such training must be through a provider as approved by the Employer.

16.06 Personal Protective Equipment

Where required, personal protective equipment shall be provided by the Employer and shall be used by the Employees according to OHSA requirements.

16.07 Right to Refuse

(a) The Employer recognizes an Employee's right to refuse unsafe work.

(b) An Employee will not be subject to discriminatory action as set out at section 45 of the OHSA because the Employee has exercised their right to refuse unsafe work.

16.08 A manager or designate will be on call whenever the Discovery Centre is open to the public (including groups and special events) and there is no manager or designate otherwise present at the Discovery Centre. The Shift Lead will be provided with the manager or designate's contact information.

16.09 Observance of April 28th National Day of Mourning

The Employer recognizes that Employees may take the opportunity, at the internal morning meeting on April 28, to acknowledge that it is the day to recognize injured workers and workers who have lost their lives at the workplace.

ARTICLE 17 – HUMAN RIGHTS

17. 01 The Employer and the Union value diversity and are committed to a workplace that is free of discrimination as defined in the Nova Scotia *Human Rights Act*.

17.02 The Employer and the Union agree to meet annually through the Labour Management Committee (as established under Article 5.12) for discussion about workplace diversity and inclusion.

ARTICLE 18 – LEAVES OF ABSENCE

18.01

(a) Subject to operational requirements a Part time Employee, upon written request through their immediate manager, may be granted a leave of absence without pay, once a year, for a period not to exceed three (3) months. The Union will be notified of all leaves.

(b) In order to be eligible for this leave, an Employee will have completed one (1) year of continuous active service with the Employer.

(c) When a leave is granted pursuant to Article 18.01 (a), the Employee shall retain their seniority rights.

18.02 Leaves of absence for purposes of Union business shall not be unreasonably denied. Such leaves will be without pay and the request for such leaves will be in writing and provided to the Employer as far in advance as possible.

18.03 Paid Education Leave

(a) The Employer agrees to pay \$250.00 in each year of the Agreement for the purpose of contributing to paid education leave. Such moneys will be paid by the Employer to:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, Ontario, M2H 0A8

(b) Subject to operational requirements, the Employer further agrees that the Employee(s) selected to attend such education will be granted an unpaid leave of absence for up to five (5) days (plus reasonable travel time, where necessary). The Employee(s) will continue to accrue seniority during such leave and the leave time will count toward vacation entitlements.

18.04 The Employer will provide leave for maternity or parental leave in accordance with the minimum terms and conditions provided for in the Nova Scotia *Labour Standards Code*.

18.05 Parental / Adoption Leave

Parental leave of three days with pay shall be provided to an employee following the birth or adoption of their child.

18.06 Bereavement Leave (Full Time Employees only)

(a) In the event of the death of a spouse (partner), a parent or a child (including step-child), ward of the Employee, grandchild or a relative permanently residing in the Employee's household or with whom the Employee permanently resides, an Employee so bereaved shall be allowed leave with pay not exceeding five (5) working days. The days shall be consecutive, and shall be taken contemporaneously with the time of the funeral or memorial service ("Service").

(b) In the event of a death of a parent-in-law, grandparent, sibling (including stepsibling and half-sibling, sibling-in-law (immediate – a spouse's sibling or a sibling's spouse), son-in-law, daughter-in-law or step-parent, aunt, uncle, niece, nephew, sibling-in-law (extended – spouse's sibling's spouse), foster parent, or the grandparent of the spouse of the employee shall be allowed leave with pay not exceeding two (2) working days. The days shall be taken at the time of the Service.

(c) If the location of Service is more than two hundred (200) kilometers away from an Employee's residence, an Employee may be granted time to attend, in addition to the time outlined in Article 18.06 (a), (b) or (c) for the actual time it takes to travel to and from such location, to a maximum of two (2) unpaid days.

(d) If there is a death in an Employee's family as defined under (a), (b), or (c) while the Employee is on vacation, the Employee is entitled to use bereavement leave, pursuant to (a), (b), or (c), rather than vacation days as scheduled. Request for such leave must be directed to, and approved by, the Employee's immediate manager.

Part-time Employees

(e) In the event of the death of any family member noted in subsections (a), (b), or (c), a Part-Time Employee so bereaved shall be allowed leave with pay for one scheduled shift if the shift was scheduled before the request for bereavement leave is made.

All Employees

(f) The Employer may ask for confirmation that an individual has passed away and confirmation that the relationship to the individual is one as set out in Article 18.06 (a), (b), and (c).

(g) Accommodations for bereavement leave may be requested to their manager for extenuating circumstances.

18.07 Sick Leave (Full Time Employees Only)

Medical/sick leave is provided for illness and medical appointments only and will not be paid out. Employees may use their sick time if needed to address family illness.

(a) Full-time employees accumulate sick time at the rate of one day per month for each month worked. Such employees may accumulate unused sick time for up to a maximum of 60 days.

18.08 Citizenship Leave

Full-Time Employees who have passed their probationary period shall be granted one (1) day leave with pay to attend Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

18.09 Nova Scotia Employment Standards Act (Leaves)

The parties agree that they will comply with the Nova Scotia Employment Standards Act Leave requirements currently including:

- Pregnancy and Parental Leaves
- Reservist Leave
- Compassionate Care Leave
- Critically Ill Child Care Leave
- Critically Ill Adult Care Leave
- Domestic Violence Leave
- Crime-related Child Death or Disappearance Leave
- Emergency Leave
- Court Leave
- Citizenship Ceremony Leave
- End of Pregnancy Leave

18.10 Domestic Violence

(a) The Employer and the Union agree that all individuals have the right to be free domestic violence. Domestic violence, which may involve physical or psychological violence, stalking or economic abuse against a current or former intimate partner, is a widespread societal problem.

(b) The Employer shall provide domestic violence leave in accordance with minimum applicable provincial legislative requirements.

18.11 Observance of December 6th National Day of Remembrance and Action on Violence Against Women

The Employer recognizes that Employees may take the opportunity, at the internal morning meeting on December 6, to acknowledge that it is the day to recognize women who were killed in the Montreal Massacre.

ARTICLE 19 – VACATION

19.01 Entitlement Schedule

(a) Full Time Employees shall be entitled to annual paid vacation at their regular rate of pay, based on their years of continuous service, as follows:

Years of Continuous Service	Vacation Entitlement
Less than one year	10 days (pro-rated from the day of hire)
1 but less than 3	10 days
3 but less than 5	15 days
5 but less than 10	20 days
10 years or more	25 days

(b) Part Time Employees shall receive, with each pay, vacation pay as a percentage of earnings based on their years of continuous service as follows:

Years of Continuous Service	Percentage of Earnings
Less than 1 year	4%
1 year but less than 3 years	4%
3 years but less than 8 years	6%
8 or more years	8%

19.02 Scheduling

(i) Vacations will be granted subject to operational requirements and scheduled by mutual agreement between the manager and the Employee, with preference based on seniority.

(ii) Each Employee will be required to submit their vacation requests by March 1. Vacation schedules will be posted on or before May 1. An Employee who has failed to submit a vacation request by March 1 will have their vacation time scheduled by management and may not rely on seniority to establish priority in a scheduling conflict.

(iii) Vacation time taken must not exceed vacation time earned.

(iv) An Employee who wishes to request a change to their vacation schedule after May 1 must ask their manager if such a change is operationally possible without having another Employee switch vacation time. If so, the change will not unreasonably be denied.

If the change requires another Employee switch vacation time, the Employee who wishes to make the change must attempt to find another Employee who has the ability to perform the work and who is willing to exchange vacation time.

(v) For greater certainty, Employees will not be permitted to take vacation time during March Break.

19.03 Carryover

Full Time Employees are required to take all vacation time in the year it is earned. However, a maximum of five days of vacation time can be carried forward to the next year, at the discretion and approval of the Director, Human Resources. If, due to exceptional circumstances, a Full Time Employee is unable to take all allotted vacation time in the year it is earned, a maximum of five days of untaken vacation time (beyond the five carryover days), may be taken in January or February of the following year.

ARTICLE 20 – PAID HOLIDAYS

20.01

(a) Paid Holidays

(i) The Employer recognizes the following paid holidays for Full-Time Employees, each a "Holiday":

New Year's Day	Labour Day
Heritage Day	Remembrance Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday (First Monday of August)
National Day for Truth and Reconciliation Day (September 30 th)	

(ii) The Employer recognizes the following paid holidays for Part-Time Employees, each a "Holiday":

New Year's Day	Labour Day	Boxing Day
Heritage Day	Thanksgiving Day	
Good Friday	Remembrance Day	
Canada Day	Christmas Day	

(iii) An Employee may be scheduled or required to work on one or more Holiday.

(b) Holiday Pay for Full-Time Employees

(i) When an eligible Employee is not scheduled or not required to work on a Holiday they shall be paid a holiday allowance of their regular day's wages at their regular hourly rate ("Full-time Holiday Pay").

(ii) When an Employee works on a Holiday they will be paid Full-time Holiday Pay and will receive time off in lieu of pay at a rate of 1.5 times the number of hours worked on the Holiday.

(iii) All time off earned as a result of working on a Holiday will be taken at a mutually agreeable time within six (6) months of earning the time off. When the time cannot be scheduled and taken within six (6) months of the time being worked, payment shall be made (at the rate of pay when the Holiday was worked) unless the Employer and Union agree on an extension.

(c) Holiday Pay for Part-Time Employees

(i) When an eligible Employee is not scheduled or not required to work on a Holiday they shall be paid a holiday allowance based on the average amount of hours per shift they worked over the preceding four weeks at their regular hourly rate ("Part-Time Holiday Pay").

(ii) When an Employee works on a Holiday they will be paid Part-time Holiday Pay at a rate of 1.5 times the number of hours worked on the Holiday.

(d) Eligibility for Holiday Pay

Notwithstanding Article 20.01(b) or (c), an Employee shall not be paid Holiday Pay:

(i) if they are absent from work on their last regular scheduled shift immediately preceding or immediately following such Holiday;

or

(ii) if they are scheduled or required to work on such Holiday and fail to do so;

or

(iii) when they have not received or been entitled to receive pay for at least fifteen days during the thirty calendar days immediately preceding the Holiday.

ARTICLE 21 - PROGRAM DEVELOPMENT SHIFTS

The Employer recognizes that Part Time Employees may wish to assist in program development. Such employees may be asked by management from time to time to participate in the development process subject to the operational needs of the Discovery Centre.

ARTICLE 22 - PREMIUMS AND ALLOWANCES

22.01 Evening Shift Premiums:

Those Employees who are scheduled to work past 5:30pm shall receive a premium of \$0.75 per hour in addition to their current hourly wage for those hours past 5:30pm.

22.02 Remote Discovery Centre Facilitation

(a) Time Spent Travelling

Employees that are required to travel outside of their daily commute as part of their regular duties on any day (including Saturdays, Sundays, or Paid Holidays) will be paid (at their regular rate of pay) for all time spent traveling. They are required to flex their hours to ensure they do not exceed 35 hours per week. Employees are expected to use a Discovery Centre vehicle for such travel. However, when Employees are required to travel by private vehicle from their home to a remote location (i.e. outside of the Halifax Regional Municipality), they will receive a mileage allowance of \$0.60 per kilometer.

(b) Accommodations

The Employer shall provide a credit card to Employees for the purpose of pre-booking accommodations. Should the Employee prefer pre-booked/pre-paid accommodation, arranged by the Employer, the Employer shall accommodate.

(i) The following will apply:

1. the duration of the event is for more than one day, or

2. the event ends late in the day (i.e. after 8:00pm) and if the event is 100 km or more away from home.

(ii) The Employee shall be reimbursed, upon presentation of a valid receipt, for commercial accommodation when required to attend an event if the RCMP or a local police detachment recommend/are recommending people stay off the roads within one hour of the completion of the event.

(iii) If the Employee chooses to stay with a friend or family under the conditions described in 22.02 (b) (i) or (ii), the Employee will be provided with an allowance of \$25.00 per night.

(c) Meal Allowances

When an Employee is required by the Employer to work away from the Discovery Centre, the Employee shall receive up to the following amounts, upon provision of a valid receipt:

Duration	Allowance
Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

If the Employee is required to stay overnight, that Employee will be entitled to dinner and breakfast. If the Employee works 7 or more consecutive hours, they will be entitled to one meal. If they work 10 or more consecutive hours, they will be entitled to two meals.

ARTICLE 23 - PAYMENT OF WAGES

23.01 Method of Salary Payment

(a) The pay frequency is bi-weekly for all Employees. Pay will be made by direct deposit on or before the Friday of every second week.

(b) Employees will have access to an itemized statement of earnings and deductions, which can be accessed on the Employer Payroll System.

(c) The Employer will notify the Union if any changes will be made to (a) or (b) above.

23.02 Deductions

(a) Deductions from the Employee's pay will be in accordance with the minimum requirements under the Nova Scotia *Labour Standards Code*.

- (b) Other deductions may be made as authorized if advanced written authorization is provided by the Employee and approved by the Employer.

ARTICLE 24 –LAY-OFF AND RECALL

24.01 The layoff of Employees shall be in order of seniority (i.e. the date on which the Employee started with the Employer) within the classification, provided that the Employees to be retained have the skill, demonstrated ability and qualifications to perform the functions required.

24.02 The Employer will recall the most senior Employee(s) first.

24.03

(a) The layoff notices will include the effective date of layoff and the reasons therefore. The Union will be copied on any layoff notice.

(b) The Employer will provide (15) days' notice of layoff or pay in lieu, determined by the Employer, will be provided by the Employer to the Employee(s) who is/are to be laid off.

24.04 In the event that a vacancy occurs within the Bargaining Unit, for which an Employee who is about to be laid off is determined by the Employer to be qualified, then the Employer may transfer that Employee without posting the job.

ARTICLE 25 - BENEFITS AND PENSION PLAN

25.01 Specific details of benefits may be found in the current benefits plan book. The Director of Human Resources will provide the Employee with information on how to set up their online account so that they have access to the benefits plan book.

25.02 Group Health Plan

(a) After completion of the 90-day probationary period, Full time Employees shall participate in the Employer's group health plan, which is separate from this Agreement and administered by the benefits provider in accordance with the terms of that plan and is subject to change from time to time.

(b) Subject to 25.02 (c), the Employer shall pay 100% of the applicable plan premiums for all eligible Full Time Employees.

(c) All Employees shall pay 100% of the premiums for Long Term Disability benefits.

(d) Upon completion of probation, Part-Time Employees with one (1) year of service and working an average 15 hours per week or more shall become eligible to participate in the Group Health Plan and the following will apply:

(i) the Part Time Employee shall pay 70% and the Employer shall pay 30% of the billed rates of premium for an individual plan; and

(ii) Participation in the Group Health Plan is optional for Part Time Employees

(iii) Employees shall pay 100% of the premiums for Long Term Disability benefits.

25.03 Dental Plan

(a) After completion of the 90-day probationary period, Full time Employees shall participate in the Employer's group dental plan, which is separate from this Agreement and administered by the benefits provider in accordance with the terms of that plan, and is subject to change from time to time.

(b) The Employer shall pay 100% of the applicable plan premiums for all eligible Full Time Employees.

(c) Upon completion of probation, Part-Time Employees with one (1) year of service and working an average 15 hours per week or more shall become eligible to participate in the Dental Plan and the following will apply:

(i) the Part Time Employee shall pay 70% and the Employer shall pay 30% of the billed rates of premium for an individual plan; and

(ii) Participation in the Dental Plan is optional for Part Time Employees.

25.03 Group RRSP

All Full-time Employees after the completion of the three-month probationary period will have an opportunity to join the pension plan.

The Employer will match Employee contributions set to a total of 5% of the eligible Employees' salary, and withdrawal from the plan is subject to a written application to the Director, Human Resources. Such withdrawals from the plan will not be unreasonably denied. Termination of employment will not affect the accumulated total in the Employee's account and all account funds will belong to the Employee at the time of termination.

ARTICLE 26 - TERM OF AGREEMENT

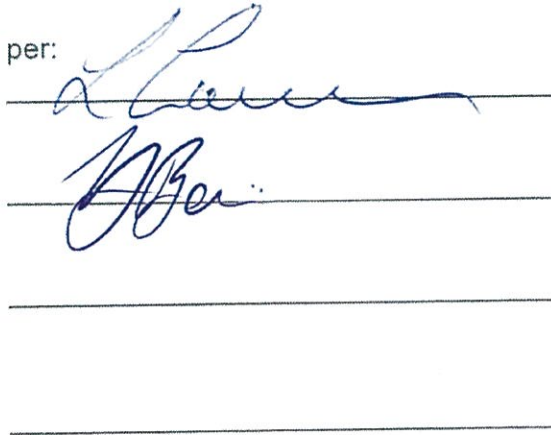
This Agreement shall continue in full force and effect from **July 15, 2022** to **July 14, 2025** and from year to year thereafter unless not more than ninety (90) days before the expiry of the terms of successive term either party provides notice to the other of termination or proposed revision of the Agreement.

This Agreement is executed by the parties hereto this 16th day of JANUARY, 2024.^{pm}

Signed on behalf of the Employer,

Discovery Centre

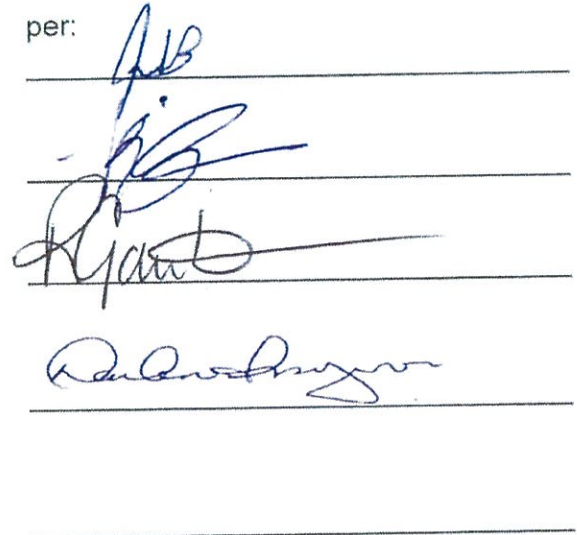
per:



Signed on behalf of the Union

Unifor and its Local 4005

per:



MEMORANDUM OF UNDERSTANDING

During the **2022/2025** contract negotiations, the parties discussed the value and benefit of working in a respectful workplace that values diversity.

In recognition of this shared interest, the parties agree to have a standby item on the Labour Management Committee agenda – the development of a workshop on Equity and Diversity that will be available to all Discovery Centre employees to attend. Items for discussion will include, but not be limited to: workshop content; third party facilitation; duration; timing; accessibility; and cost management/effectiveness.

Furthermore, the parties agree to add the following standing agenda items to Labour Management Committee meetings:

- Racial Justice, Anti-Racism and Anti-Oppressive Practices
- Psychological Safety and Mental Health Supports

APPENDIX A – WAGES

All wages increases shall be retroactive from April 1, 2022

Wage Increase April 1, 2022 Year 1: 4%

Wage Increase April 1, 2023 Year 2: 3%

Wage Increase April 1, 2024 Year 3: 3.5 %

	Current	2022-2023	2023-2024	2024-2025
Classification		4%	3%	3.5%
Staff Scientist	17.199	17.887	18.424	19.069
Staff Scientist - Innovation Lab	17.199	17.887	18.424	19.068
Staff Scientist - Ocean Gallery	19.961	20.759	21.382	22.130
Staff Scientist - Dome Theatre Presenter	20.875	21.710	22.361	23.144
Science Educator	18.977	19.736	20.328	21.040
Senior Science Educator	19.961	20.759	21.382	22.130
Customer Service Representative	16.309	16.961	17.470	18.082
Retail Customer Service Specialist	18.681	19.428	20.011	20.711
Digital Media Coordinator	20.756	21.586	22.234	23.012
PT STEAM Facilitator		15.60	16.068	16.630
PT Dome Theatre Presenter		15.60	16.068	16.630
PT Innovation Facilitator		15.60	16.068	16.630
PT Ocean Gallery Facilitator		15.60	16.068	16.630

PT Customer Service Clerk	15.60	16.068	16.630
---------------------------	-------	--------	--------