

COLLECTIVE AGREEMENT

BETWEEN

**Halifax Convention Centre Corporation
Operating as
Events East Group**

Hereinafter referred to as "the Company"

And



Local 4005

Hereinafter referred to as "the Union"

Effective: November 15, **2024** to November 14, **2027**

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ACKNOWLEDGEMENTS

The parties respectfully acknowledge that this Agreement has been signed in Mi'kma'ki, the traditional land of the Mi'kmaq people. We also acknowledge the Peace and Friendship Treaties signed in this Territory and recognize that we are all Treaty People.

The parties recognize that African Nova Scotians are a distinct people whose histories, legacies and contributions have enriched that part of Mi'kma'ki known as Nova Scotia for over 400 years.

ARTICLE 1 RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive Bargaining Agent with respect to wages, hours of work, and other working conditions for the Employees defined in Article 1.02.
- 1.02 The word Employee(s) as used in this Agreement means those hourly rated Employees performing kitchen and catering duties at the Halifax Convention Centre, managed by Events Easts Group, 1650 Argyle Street, Halifax, NS. Excluding those persons excluded by Part 1, Section 2, subsection 2 paragraphs (a) and (b) of the Trade Union Act.
- 1.03 Core Employees are Employees who are regularly scheduled and who work, or are anticipated to work, twenty-five (25) or more hours per week on an average annual basis. Core Employees shall be members of the Bargaining Unit.
- 1.04 Casuals are those individuals who are not regularly scheduled and who work less than twenty-five (25) hours per week on an average basis. Casuals are not members of the Bargaining Unit.
- 1.05 An Employee shall cease to be a member of the Bargaining Unit if they have failed to work in any six (6) month consecutive period. This timeline may be extended by mutual written agreement between the parties to this Agreement.
- 1.06 Core Employees shall serve a probation period of five-hundred and twenty (520) hours.

Student interns who are hired by the Company subsequent to their internship shall not have their hours, during their internship, counted towards their probationary period of five-hundred and twenty (520) hours.
- 1.07 Probationary appointments may be terminated at any time and shall not be the subject of a grievance.
- 1.08 The Benefit Plan shall not be available to Core Employees until the completion of the probationary period.
- 1.09 When a new or substantially altered classification covered by this Agreement is introduced, whether or not the classification has been created or substantially altered during the current Collective Agreement or a previous Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a

new classification and attach a salary to it, providing that the Union is given ten (10) business days written notice in advance.

ARTICLE 2 NO DISCRIMINATION

- 2.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, marital status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity or by any other prohibited grounds of discrimination as outlined in the Human Rights Act, RSNS 1990, c. 124, as amended.
- 2.02 The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All Employees are expected to treat others with courtesy, respect and consideration and to discourage harassment.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes and agrees that the Company has all the rights, power and authority to operate and manage its business and direct the workforce except as limited by the express provisions of this Agreement and/or any documents referred to in this Agreement.
- 3.02 The Company agrees that it will exercise its rights, power and authority in a fair and reasonable manner consistent with the general purpose and intent of this Agreement.

ARTICLE 4 UNION SECURITY

- 4.01 All Employees per Article 1.03 will be required to complete and sign an Application for Membership and Authorization for Check Off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.
- 4.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 4.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary along with a list of names and the amount of each deduction.
- 4.04 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.05 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union dues and/or initiation fee to be deducted.

- 4.06 The Union agrees to indemnify and save harmless the Company from any liability or action arising out of the operation of this Article.
- 4.07 The Company agrees that each new Employee in the Bargaining Unit will have the opportunity, at a mutually agreed upon time between the Employer and the Union, during the fourteen (14) days at work to meet with a Union Representative selected by the Union for one (1) paid hour in order for the new member to receive Union orientation. The Company will provide the Union after the end of each two (2) weeks with a list of Employees who joined the Company during that time period.
- 4.08 Management will make reasonable efforts to avoid continuously engaging in Bargaining Unit work that negatively affects the job security of Core Employees.

ARTICLE 5 SENIORITY

- 5.01 All Bargaining Unit Employees' names will appear on a seniority list as of their date of hire and be revised each August 15th and January 15th and posted on the assigned notice board. A copy of such list will be given to the Union Steward.
- 5.02 Seniority will start from the first date of hire and the Employee's name will appear on the seniority list in order of the respective date of hire.
- 5.03 In the event more than one (1) Employee is hired on the same date, with a Union Representative witnessing the process, the Company will randomly assign each Employee with a seniority code number, this number will be used in determining each Employee's seniority standing, i.e. lowest seniority code number will be highest seniority standing on such date.

ARTICLE 6 LOSS OF SENIORITY

- 6.01 Seniority rights shall cease for any of the following reasons:
1. If an Employee voluntarily quits the employ of the Company.
 2. If an Employee is discharged for just cause and such Employee is not reinstated pursuant to the provisions of the grievance procedure.
 3. If an Employee overstays a leave of absence or remains away from work without permission for any period, the Employee shall be subject to discipline up to and including discharge, unless the Employee has a justifiable reason for such absence.
 4. If an Employee fails to report for work in accordance with a notice of recall, or within three (3) working days after registered mailing date of such notice, whichever is later.
 5. If laid off, an Employee will be retained on the seniority list for a period six (6) months.

ARTICLE 7 LAYOFFS AND RECALLS

- 7.01 The Company will give at least **thirty (30)** calendar days' notice to Employees and the Union of any permanent layoffs.
- 7.02 Whenever it becomes necessary to decrease the work force in a Department, probationary Employees will be the first laid off. If further layoffs are necessary, Employees with the least amount of seniority shall be laid off, provided those remaining Employees with more seniority possess the necessary knowledge, skills and ability to do the work available. In the event of such a layoff all Employees will be given **twenty-one (21) calendar** days' notice of the layoff. In the event of a dispute regarding an Employee's knowledge, skills and ability to perform the available work within the affected Department, such Employee will be given a five (5) working shift trial for the purpose of determining their ability.
- 7.03 Employees who have been laid off in accordance with the above provisions will be returned to work in reverse order of layoff provided those Employees possess the necessary knowledge, skills and ability to do the work available.
- 7.04 The Company will provide the Union Steward with a list of Employees to be laid off or recalled, also any cancellation of such notices.
- 7.05 Department, as used in this Article, refers to **Pastry, Hot Kitchen, Garde Manger, Stewarding, Catering and Shipping and Receiving.**

ARTICLE 8 WAGE ADMINISTRATION AND RATE PROTECTION

- 8.01 An Employee who is moved by the Company to a higher paying job shall have their wages adjusted on the date of such assignment.
- 8.02 An Employee who is moved by the Company to a lower paying job shall maintain their rate of pay in effect at the time of such move for a maximum of three (3) months after which point they will be paid the job rate for the lower paying job. This rate protection will not apply to an Employee moved from a temporary assignment, or to an Employee who refuses to return to their formerly held job from which they were moved.
- 8.03 No job will be reclassified either upward or downward during the life of the Agreement, except by mutual agreement.
- 8.04 **Where an Employee is designated to perform for a temporary period of one (1) or more consecutive work days, the principal duties of a higher position, they shall receive acting pay, including the first work day, equivalent to ten percent (10%) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the rate of the higher paying position.**

ARTICLE 9 JOB POSTING AND JOB DESCRIPTIONS

- 9.01 In the event new jobs are created within the Bargaining Unit, the Company will post such new jobs for a period of fourteen (14) calendar days, in order to allow Bargaining Unit Employees to apply. **These postings will be placed on the Unifor bulletin board in a centralized location.**
- 9.02 In filling jobs under this section the Employee who possesses the knowledge, skills and ability to perform the job will be selected. Where there is more than one (1) Employee who applies for the job who is equally qualified the Employee with the greatest seniority will be selected.
- 9.03 **The Employer shall provide to the Union formal job descriptions for each position in the Bargaining Unit within three (3) months of the date of ratification of this Agreement.**

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 Should any difference arise between the Company and the Union, or any of the Employees represented by the Union, concerning the meaning or violation of any of the provisions of this Agreement, such grievances shall be settled in an orderly fashion and without stoppage of work in accordance with the procedure set forth in this Article.
- 10.02 The alleged grievances will be dealt with in the following manner:
- Step 1 Within fifteen (15) days after circumstances giving rise to a grievance that came to the attention of an Employee or Union Representative, said Employee shall make contact with their immediate Supervisor concerning the aforementioned grievance in which the Supervisor shall respond within seven (7) days.
- Step 2 Within seven (7) days of the Supervisor's response at Step 1 of the grievance process, with or without the presence of the Employee involved, the Union shall present the grievance to the Department Manager in writing. The Department Manager shall give their decision within seven (7) days (or as otherwise mutually agreed) following the presentation of the aforementioned written grievance.
- Step 3 Failing settlement under Step 2, within seven (7) days after the Department Manager's decision is given, the Union may present the grievance to the Department General Manager in writing. The Department General Manager shall give their decision within seven (7) days (or as otherwise mutually agreed) following the presentation of the grievance to them.
- 10.03 If either party, following the exercise of the grievance procedure, wishes to take the matter to arbitration, they shall give the other party written notice of their intention and, at the same time, name their choice of an Arbitrator. Such notice must be sent within fourteen (14) days after the delivery of the reply referred in Step 3. The other party shall, within seven (7) days, give notice of acceptance or denial of the forwarding party's choice of an Arbitrator.

- 10.04 In the event the parties cannot agree on an Arbitrator within five (5) days of receipt of notice wherein there is a denial of the forwarding party's choice of Arbitrator, the parties shall submit a request to the Minister of Labour, **Skills and Immigration** for the Province of Nova Scotia to request that **they** appoint a single Arbitrator.
- 10.05 The Arbitrator shall render their decision within a reasonable period of time following the hearing. The decision of the Arbitrator shall be final and binding upon all parties concerned. However, the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.06 The Company and the Union shall share equally all costs of the Arbitrator. The party calling such witnesses shall pay witness fees and allowances.
- 10.07 Both parties support the Province of Nova Scotia Voluntary Planning Expedited Arbitration Process and will consider its use in resolving grievances where practical.
- 10.08 Where operational requirements permit and on reasonable notice, the Company may grant leave with pay to an Employee for purpose of attending grievance meetings with the Company.
- 10.09 If either the Company or the Union alleges violation of the Agreement through action of the officials of either, or of the Employees, the grievance may be dealt with through the grievance procedure established by this Article. Discussion between the Company and the Union apart from the grievance procedure shall not preclude resort to the grievance procedure later, if so desired.
- 10.10 When an Employee is to be interviewed for the imposition of discipline that will be entered in their employment record, they will be accompanied by a Union Steward. Such meeting if required will occur within seven (7) calendar days of the Company's completed investigation or in situations where an accident or criminal investigation/illegal act or facts have been misrepresented are involved, such meeting may be postponed until the Company has completed its investigation. It is understood that a disciplinary meeting with an Employee will not be postponed due to the unavailability of a Union Steward. **Wherever possible, a Shop Steward or Union Representative will be made available for all meetings held with Employees.**
- 10.11 The time limits specified in Article 10 shall be exclusive of Saturdays, Sundays and Holidays. Time frames may be extended by mutual agreement of both parties.

ARTICLE 11 LEAVE OF ABSENCE

- 11.01 Upon application and one (1) week notice, except in cases of emergency, leaves of absence may be granted to Employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Union. Where operational reasons dictate such leave request will be denied.
- 11.02 Any Employee of the Company elected or appointed to a full-time position in the Local Union or National Union will be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.

- 11.03 Providing the Company receives two (2) weeks' notice and where operational requirements permit, the Company may grant a leave of absence without pay to members of the Union to attend to Union business to represent the Union at any Convention, Conference or Training.
- 11.04 Employees on leave for Union business in accordance with Article 11.03 shall be paid regular job rate minus applicable deductions. The Company will bill the Union for the Employee's gross pay, benefits and statutory obligations. The Union agrees to reimburse the Company for these costs.
- 11.05 With written approval of their Supervisor, an Employee may receive up to five (5) days off per year to care for dependant family members. In an emergency situation, the Employee must speak with their Supervisor to obtain approval for the leave.
- 11.06 Upon request and subject to approval from the Employer, an Employee may be granted one (1) days paid leave of absence to attend their Canadian Citizenship ceremony.**
- 11.07 Employees are eligible for additional leaves in accordance with the Nova Scotia Labour Standards Code.**

ARTICLE 12 PREGNANCY LEAVE

- 12.01 The Company agrees to provide an unpaid pregnancy leave of up to **sixteen (16)** weeks for a pregnant Employee.
- 12.02 In addition, a pregnant Employee is entitled to extend this leave up to **sixty-one (61)** weeks under the Parental Leave provision when the Pregnancy Leave period expires.
- 12.03 Benefits coverage shall be maintained for an Employee on leave under this Article and the Company and the Employee shall continue to make their respective contributions for such coverage's in accordance with established procedures.
- 12.04 An Employee on leave under this Article shall accrue seniority throughout **their** period of leave.
- 12.05 If the Employee has been employed for at least two (2) years, the Employer will supplement the Employees EI benefits up to ninety-three percent (93%) of their usual weekly earnings for the first fifteen (15) weeks of the leave.

ARTICLE 13 PARENTAL LEAVE

- 13.01 Every Employee is entitled to an unpaid leave of absence of up to **seventy-seven (77)** weeks of Parental Leave (if the Employee has not taken a Pregnancy Leave). The Employee must have become the parent of one (1) or more children through birth or adoption and supply legal documentation as confirmation. The Employee must also have given written notice of the start and return to work dates of their leave.

13.02 An Employee on leave under this Article shall accrue seniority throughout their period of leave.

ARTICLE 14 EMERGENCY CALL-BACK PAY

14.01 Any Employee called back to work after completion of their scheduled shift and signs out shall receive in such instances a minimum of four (4) hours pay or time worked, whichever is greater, based on the regular hourly job rate.

ARTICLE 15 INJURY ON THE JOB

15.01 Employees who are injured at work must notify their Manager as soon as is reasonably possible. Those who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

ARTICLE 16 BEREAVEMENT LEAVE

16.01 In the event of the death of an Employee's spouse, partner, **(step) child**, ward, partner's child, **partner's parent, sibling, sibling-in-law**, parent, grandparent or grandchild, bereavement leave may be requested for up to five (5) working days for the purpose of attending the funeral and conducting other associated activities. If the bereavement leave occurs during a time the Employee was scheduled to work, the Employee will receive bereavement pay at their job rate for up to five (5) days.

16.02 In the event of the death of an Employee's aunt or uncle, an Employee shall be entitled to bereavement leave with pay for one (1) working day for the purpose of attending the funeral. An Employee shall also be entitled to one (1) days leave with pay for necessary travel if, in the opinion of the Employer, such travel time is required for the purpose of attending the funeral.

ARTICLE 17 BULLETIN BOARDS

17.01 The Union will have the use of a bulletin board in the workplace for posting of Union notices. Such bulletin board to be supplied by the Company **and located in a centralized location.**

ARTICLE 18 PAYDAY

18.01 Pay day shall be once every two (2) weeks on Thursday in the a.m. in accordance with the Company's payroll policy.

18.02 Employer errors will be addressed as soon as reasonably possible.

ARTICLE 19 STRIKES AND LOCKOUTS

19.01 The Union agrees that it will not cause, authorize or sanction its members to cause or take part in any sit down or slowdown in any department, or any strike or stoppage of any of the Company operations, or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this Agreement. The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

ARTICLE 20 CLASSIFICATION, WAGES AND MEMBERSHIP

20.01 The Company will pay Employees according to the classification and wages in Appendix "A" that forms part of the Collective Agreement.

ARTICLE 21 HOURS OF WORK

21.01 The Company shall have the right to schedule the necessary shifts. Where an Employee indicates at least one(1) week prior to the scheduling of a shift that they will be unavailable, the Company shall attempt to accommodate such request.

21.02 Every effort shall be made to post the schedule on Monday for shifts beginning the following Sunday to the next Sunday. For greater clarity even though the schedule is released up to the next Sunday, the work week (pay period) will remain from Sunday to Saturday. **Scheduled shifts shall have a specific start time and an estimated end time.**

Due to operational requirements, Employees may be required to stay later than the estimated end time. Based on qualifications, skill and ability Employees shall be requested in order of seniority to stay late. If there are not enough Employees agreeing to stay late, Employees may be mandated to stay in reverse order of seniority based on qualifications, skill and ability.

Should a shift conclude prior to the estimated end time, Employees shall not be entitled to be compensated for any missed hours.

The minimum compensation for any scheduled shift is four (4) hours unless the Employee chooses to voluntarily leave early.

21.03 Where operational requirements permit, Employees not wishing to be scheduled for shifts after having worked five (5) consecutive shifts shall not be scheduled for at least two (2) shifts. **Wherever possible, the Employer will attempt to accommodate these shift breaks consecutively.**

21.04 Employees will have the option of a ten (10) hour break between shifts which will be dealt with on an individual basis.

21.05 Work will be distributed, to the degree possible, by seniority. Senior Employees will have the option to accept or decline the shift, subject to operational requirements.

- 21.06 Employees will be able to change departments in order to maintain hours if, in the opinion of the Employer, they have the skill and ability to do the work.
- 21.07 It is recognized that some Employees will require a second job and the Company will work with the Employee and the Union to facilitate a balancing of schedules where operationally possible.
- 21.08 When additional staff is required, above the existing workforce of Bargaining Unit Employees, and in order to meet the personnel need of a specific event; The Union agrees that the Company may utilize a temporary agency Employee to perform Bargaining Unit Work. No Bargaining Unit Employee shall suffer a loss of hours by the use of temporary Employees.
- 21.09 Shift cancelled without a forty-eight (48) hour notice will be paid for eight (8) hours at the basic wage rate.

Proper forty-eight (48) hour notification is fulfilled when the Company has placed at least one (1) call to the current on file notification phone number forty-eight (48) hours prior to the beginning of the said cancelled shift.

The Employee is responsible to maintain on file with the Company the most recent notification phone number.

- 21.10 There will be no split shifts.
- 21.11 The standard paid meal period will be half (0.5) hour and will be taken at or near the midpoint of the shift. If an Employee is required to work, by their Manager/Supervisor, through their meal period during their scheduled shift, their meal period will be considered as time worked and will be paid at an overtime rate of two (2) times the Employee's Basic Wage Rate.
- 21.12 Employees will be entitled to two (2) fifteen (15) minute paid rest periods. One (1) rest period will be given in the first half of the shift and the second rest period will be given in the second half of the shift.

An Employee, whose complete shift is four (4) hours without a meal break, will receive a fifteen (15) minute paid rest period scheduled as close to the midpoint of the shift as possible.

An Employee, whose complete shift is more than five (5) hours, will be entitled to the same rest periods and meal breaks as an Employee who works a full shift.

An Employee, whose complete shift is eight (8) hours will be entitled to two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period. One (1) rest period will be given in the first half of the shift and the second rest period will be given in the second half of the shift. The meal period will be taken at or near the midpoint of the shift.

An Employee, whose complete shift is ten (10) hours will be entitled to three (3) fifteen (15) minute rest periods and a thirty (30) minute meal period.

An Employee, whose complete shift is twelve (12) hours will be entitled to four (4) fifteen (15) minute rest periods and a thirty (30) minute meal period.

21.13 Employees are responsible for their own transportation to and from work. Taxi chits will be issued for those Employees whose shift extends past midnight or commences prior to **6:30 a.m.**

21.14 Every effort will be made to schedule Core Employees for the operational requirement of the business.

ARTICLE 22 OVERTIME EQUALIZATION

22.01 Overtime will be distributed as equitably as possible among the Employees who normally perform the work.

ARTICLE 23 OVERTIME PAY

23.01 Any hours worked by an Employee in excess of **forty (40)** hours per week will be paid for at the rate of time and one-half (1½) .

ARTICLE 24 PROTECTIVE CLOTHING

24.01 The Company will pay for all Personal Protective equipment as required. This will include uniforms for the Catering Staff.

24.02 All Culinary (Commis 1, Chef Tournant), F&B Receiver, Bar Coordinators and Steward Employees must wear protective footwear. As such, **upon providing proof of purchase the Employer agrees to pay the actual cost of the footwear up to two hundred and seventy-five dollars (\$275.00) every calendar year, provided the footwear is black in colour, meets the departmental standards, and is used by the Employee for work.**

24.03 Uniforms will be provided to Kitchen Staff by the Company at least twice per year. This shall include jackets, pants and aprons.

24.04 Uniforms will be provided to the Kitchen Stewards by the Company upon hiring, three (3) months after the date of hire, twelve (12) months after the date of hire and every six (6) months thereafter. This shall include three (3) sets of shirts and two (2) sets of pants per instance.

ARTICLE 25 ADMINISTRATION OF DISCIPLINE

25.01 Discipline is defined as a verbal or written warning, suspension, and discharge of an Employee.

25.02 No Employee will be subjected to disciplinary action without just and sufficient cause.

25.03 The Employer will notify the Union about any meeting where discipline is to be imposed or at any investigative meeting with an Employee that may result in discipline. No Employee will be required to attend such a meeting without prior consultation with a Union Representative.

- 25.04 All disciplinary action will be documented in writing and will include the reason(s) for the discipline. The written notice of discipline will be given to the Employee at the time the discipline is imposed.
- 25.05 Copies of all notices of disciplinary action provided under this Article will be given to the appropriate Local Representative at the same time it is given to the Employee. In extraordinary circumstances where it is not possible to provide the notice at the imposition of discipline, the Company will thereafter provide the notice as soon as it is reasonably possible.
- 25.06 No written disciplinary action shall remain against an Employee's record for a period longer than eighteen (18) months and may not be used in any way after eighteen (18) months.
- 25.07 An Employee may view and make copies of all records in their personal file on request to their Supervisor.
- 25.08 An Employee dismissed for cause will be paid for all unused vacation entitlements.

ARTICLE 26 HEALTH & SAFETY

- 26.01 The Union and the Company agree to actively promote measures to assure the health and safety of all Employees.
- 26.02 The Events East Joint Health and Safety Committee will have one (1) member representing Bargaining Unit Employees who is elected or appointed by the Union.
- 26.03 The Events East Joint Health and Safety Committee will operate in accordance with the Nova Scotia Occupational Health and Safety Act.

ARTICLE 27 VACATION

- 27.01 The vacation period is April 1st - March 31st inclusive. After twelve (12) months of continuous service, Employees are granted paid vacation to be taken at a time approved by the Supervisor and satisfactory to the Employee.
- 27.02 Vacation is granted in accordance to the following schedule:

Years of Employment	Vacation Entitlement per Fiscal Year
0-2	10 days equals 4% of their earnings (excluding gratuities)
3-6	15 days equals 6% of their earnings (excluding gratuities)
7-17	20 days equals 8% of their earnings (excluding gratuities)
18-25	25 days equals 10% of their earnings (excluding gratuities)
26+	30 days equals 12% of their earnings (excluding gratuities)

Vacation pay must be accrued and paid out when Employee takes vacation leave. Employees who work less than ninety percent (90%) of the year (average thirty-six (36) hours per week) may request vacation pay without taking the time off.

- 27.03 Employees may bank vacation to a maximum of four (4) weeks (for greater clarity one hundred and sixty (160) hours). Employees whose banks exceed four (4) weeks shall be paid out any surplus. Employees may choose to take the excess vacation pay in a lump sum or over a period of time with the minimum payment being one hundred dollars (\$100.00) per pay period until the excess vacation is exhausted.

ARTICLE 28 HOLIDAY PAY

- 28.01 For the purpose of this agreement, the following days are paid holidays:

New Year's Day	Labour Day
Heritage Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Natal Day)	

- 28.02 In order to qualify to receive pay for these holidays, the Employee must have worked the last scheduled shift before the holiday and the first scheduled shift after the holiday. If an Employee qualifies for holiday pay they shall receive eight (8) hours pay at their normal hourly rate.
- 28.03 If an Employee works on a holiday then the Employee is entitled to receive one & one half (1½) times the Employee's regular rate of wages for the number of hours worked on that holiday.
- 28.04 The Employer agrees that best efforts will be made, based on skill, ability and event requirements, to schedule Employees for holidays by seniority.

ARTICLE 29 SICK AND FAMILY RELATED LEAVE

- 29.01 If an Employee has at least one (1) year of continuous service, they are eligible for up to **five (5) days of paid leave (three (3) paid medical and two (2) paid personal) per fiscal year.**

Employees that have at least (2) two years of continuous service will be eligible for up to **ten (10) days of paid leave (seven (7) paid medical and three (3) paid personal) per fiscal year.**

Employees are entitled to carry over unused days of sick leave to a maximum of twenty-three (23) days.

A medical or personal day will be calculated at eight (8) hours regular pay.

Holiday pay as per Article 28 will apply if holiday pay is applicable.

ARTICLE 30 CAPITAL ACCUMULATION PLAN

30.01 The Employer and the Employees agree to contribute to a Capital Accumulation Plan Vehicle on the following basis:

- (a) Employees with less than five (5) years of service - Employer contribution is **four percent (4%)** of earnings and Employee contribution is two percent (2%) of earnings.
- (b) Employees with five (5) years of service or more - Employer Contribution is **five-point five percent (5.5%)** of earnings and Employee contribution is four-point five percent (4.5%) of earnings.

30.02 The Employee contributions will be paid into a Group Tax-Free Savings Account.

ARTICLE 31 HEALTH PLAN

31.01 The Company agrees that a Health Plan will be provided to all Bargaining Unit Employees upon completion of the probationary period.

Employees will be required to pay thirty-five percent (35%) of the premiums.

31.02 The plan is applicable and mandatory to Bargaining Unit Employees, unless an Employee can demonstrate that they are receiving coverage under another plan.

31.03 A Bargaining Unit Employee absent from work for a period up to six (6) months can retain their Health Plan for as long as they prearrange to pay for **thirty-five percent (35%)** of the premiums.

ARTICLE 32 DURATION OF AGREEMENT

32.01 The Agreement shall be effective from the 15th day of November, **2024**, to and including the 14th day of November, **2027**. Either party shall be entitled to give notice in writing to the other party as provided in the Nova Scotia Trade Union Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

APPENDIX “A”

CLASSIFICATION AND WAGES

Classifications	Current	Nov 15, 2024	Nov 15, 2025	Nov 15, 2026
Kitchen Steward:	\$19.18	\$19.76	\$20.15	\$20.55
F&B Server 2:	\$20.87	\$21.50	\$21.93	\$22.37
Commis 1:	\$20.87	\$21.50	\$21.93	\$22.37
F & B Server 1:	\$22.17	\$22.84	\$23.29	\$23.76
Bar Coordinator:	\$23.70	\$24.41	\$24.90	\$25.40
F & B Receiver:	\$23.70	\$24.41	\$24.90	\$25.40
Chef Tournant:	\$24.97	\$25.72	\$26.23	\$26.76

WITNESS CLAUSE

IN WITNESS WHEREOF the parties thereto have duly executed these present as of this _____ day of _____ in the year **2025**.

SIGNED, SEALED & DELIVERED at Halifax, Nova Scotia

For the Employer
Halifax Convention Centre Corporation
Operating as (Events East Group):

For The Union
Unifor Local 4005:

MB\pycope343