

Collective Agreement

Between

Nova Scotia Lifeguard Service Society (NSLS)

And

Canadian Union of Public Employees  
Local 108 Unit 6 (CUPE 108, Unit 6)

*April 1, 2012- March 31, 2016*

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**Preamble:**

***Whereas:***

It is the desire of both parties to maintain and improve harmonious relations and conditions between the employer and the employees of the Nova Scotia Lifeguard Service Society.

***And Whereas:***

There is mutual value of joint discussions and negotiations in matters related to employment conditions.

***And Whereas:***

Collective bargaining will encourage efficiency in operation and the morale, wellness and security of all employees.

The employer, Nova Scotia Lifeguard Service Society (NSLS)  
14 Purcells Cove Road  
Halifax, N.S. B3N 1R4  
Party of The First Part,

and

The union, Canadian Union of Public Employees Local 108  
CUPE Local 108 Unit #6  
6169 Quinpool Road, Suite 221A  
Halifax N.S. B3L 4P8  
Party of The Second Part, enter into this agreement.

**Article 1 - Purpose of Agreement**

- 1.01 It is the intent of this Agreement to improve the mutual interest of the employer and the employees. The parties recognize that their purpose is to provide safe recreational opportunities for the public who visit Nova Scotia Lifeguard Service Society supervised beaches.
- 1.02 This Agreement constitutes the terms of employment between the Employer and the Employee such that any past practice of the employer regarding benefits is not to be relied on and that all previous working benefits are revoked unless covered by the Collective Agreement.

## Article 2 - Recognition and Union Security

- 2.01 The employer recognizes Union as the exclusive bargaining agent for those employees of the employer pursuant to Certification Order #4787 issued by the Labour Relations Board (Nova Scotia) dated the March 9, 2000. Both the Employer and the Union will operate under the terms of the Trade Union Act and under all laws of the Province of Nova Scotia.
- 2.02 It is agreed that the positions of Lifeguard, Acting Beach Captain and Beach Captain are members of the bargaining unit and are employees, as defined by The Trade Union Act, for all applications pursuant to that legislation.
- 2.03 It is further agreed that all management employees, including Area Supervisors, Assistant Director and Director are excluded from the bargaining unit and are not employees as defined by Certification Order #4787.
- 2.04 The employer agrees to deduct all union dues, initiation fees and assessment owing from all employees who are members of the union. These fees will be forwarded to the treasurer of the union at the end of each month. The President of the Union shall provide a list to the Employer of Union Members and fees to be deducted no later than July 1 of each year.
- 2.05 Bargaining unit employees, who elect to join the Union, will be covered by this collective agreement. When hired after the date of ratification of this 2012 collective agreement, any newly hired employees who have not previously signed cards, and fit into the bargaining unit description shall be offered the opportunity to sign a union membership card at the training camp. The offer shall be made on the initial hire, by the elected Union officers.
- Any employee who desires not to join the union shall have deducted from their cheque the same Fees, equal to those paid by Union members, will be deducted from these employees. These fees deducted will be placed in a "Life Guard Travel Fund" that will be managed by the Labour Management Committee referred to in Article 5.
- 2.06 No Employee will be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this collective agreement.
- 2.07 The Employer shall allow a minimum of two hours for a meeting of the Union to occur in conjunction with preseason training. Employees will not be paid for time spent attending this meeting.
- 2.08 The Employer shall permit the Union to insert Union information in one preseason mail out to Employees. If increased mail costs are incurred as a result of the insert, this shall be paid by the Union.
- 2.09 The Employer agrees to treat all employees in a fair and equitable manner, regardless of membership with the Union. In the event that a member of the Union feels that there has

been unfair treatment based on union membership, the member may use the grievance procedure to argue the case.

### **Article 3 - Management Rights**

- 3.01 The Employer reserves and retains, solely and exclusively, all rights to manage the business of the Society. This includes all matters arising out of the exercise of those rights that have not been expressly modified or restricted in this Agreement. Any other issues shall not be the subject of a grievance.
- 3.02 Under the recognized right to manage, it is understood by both parties, that, the Employer reserves the right to allocate the available resources, including, but not limited to, the reduction of the number of beaches, hours that beaches are supervised and/or the reduction of the number of staff at each beach.

It is understood that Employees who are hired will be employed under the terms of this Collective Agreement. The Union shall be advised of any significant reduction in funding from funding agencies.

### **Article 4 – No Strikes or Lockouts**

- 4.01 The parties agree that there will be no Strikes or Lockouts as defined by the Trade Union Act, during the life of this Agreement.

### **Article 5 – Labour Management Committee**

- 5.01 A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and the Employer. The mandate of this committee is to further the interests of improved service to the public and to ensure a positive relationship between the Employer and the Employees.
- 5.02 The Committee shall meet at least twice each year.
- 5.03 The Chairperson of the Committee shall alternate between a Union representative and an Employer representative on an alternating meeting basis. The Chairperson will have a vote on all issues that require a vote. The Employer shall initiate the first meeting each year.
- 5.04 Minutes of the meetings shall be prepared and co-signed by the Chairpersons as promptly as possible after each meeting.

### **Article 6 – Negotiating Committee**

- 6.01 The Employer recognizes at least two employees appointed by the Union, and paid by the employer for face to face meeting time up to the total of twenty (20) cumulative hours based on the individual committee member's rate of pay, for the negotiations of a renewal collective agreement
- 6.02 The function of this committee will be to meet with the Employer to negotiate the terms and conditions of employment for all employees, covered by this agreement.

## **Article 7 - Grievance Procedure**

7.01 The following procedure will be used to address issues involving interpretation, administration, application or alleged violation of the collective bargaining agreement:

Step 1: Prior to filing a grievance under this collective agreement, the employee will notify their Area Supervisor and advise them of their concern. The Area Supervisor will attempt to address the Employee's concern. If the situation is not resolved within three days, the grievance will proceed to Step 2. It is agreed Union members will be entitled to have a union representative present during any step of the process.

Step 2: The Union will bring concerns to attention of Director, Nova Scotia Lifeguard Service Society, in writing in the form of a grievance, expressly indicating their concern within seven days of such complaint was responded to by the immediate supervisor. The Director will attempt to rectify the situation. If the situation is not rectified within seven days, the Union can make application to Step 3.

Step 3: After the response from the Nova Scotia Lifeguard Service Director with the inability to resolve the matter, it is agreed by the parties that a joint application requesting voluntary mediation with the Department of Labour, by way of application to the Director of Conciliation services for grievance mediation and request the appointment of a mediator. The application must be made within 15 days of the response of step two from the Director of the NSLS.

- a) It is agreed and understood that any representations made to the officer will be made on a without prejudice basis, and shall agree that the mediator is not compellable to any other process.
- b) Both parties shall retain their right to proceed to the next step failing a satisfactory resolution with the mediation process, providing they do so within thirty (30) days of this process concluding.

Step 4: Either party will provide written notice of the intent to proceed to arbitration, by supplying a list of three suggested names of suitable arbitrators, until such time the parties have a mutual agreement of an arbitrator.

If mutual Agreement on the selection of an Arbitrator cannot be reached, an Arbitrator appointed under the Trade Union Act shall be utilized.

All costs incurred by the Arbitrator to reach a decision will be paid for by, both the Union and the Employer, on an equal basis.

7.02 During the Grievance procedure up to an Arbitrator's decision, employees must abide by the Employers direction.

## **Article 8 - Hours Of Work**

8.01 Employees will be required to be on site during hours of operation. During beach set up and take down, at least one lifeguard must be available to provide supervision of the beach site.

- 8.02 If Employees are assigned work beyond their regular hours, they will be paid for this work in half hour increments *at the normal hourly rate*.
- 8.03 Employees will be paid for work assigned by the Employer at a rate of time and one half their regular rate for all hours beyond 92 hours in a two- week pay period.

### **Article 9 – Hiring**

- 9.01 The hiring and placement of Employees will be determined by Employer. Consideration will be given to staff proximity to beach, preferred location requested, requirements for a particular site, years of service with NSLS, development of new staff, results of physical screening and personal interviews and test results, qualifications, and previous performance appraisals.

### **Article 10 – Travel Expense Subsidization**

- 10.01 The Travel Expense Subsidy will be for all approved travel over 50 kilometres per day *paid at the provincial government rate in effect*. Travel distance shall be determined in a direct route from the driver's place of residence to the work site.
- 10.02 Employees who are required to travel over one hour total time will be paid their hourly rate for this travel in one half hour increments for all travel time over one hour. If total travel takes 1.5 hours, staff will be paid for an additional half hour per day. (1.5 hours – 1.0 hour travel time= .5 hours). If the total travel takes two hours, they would be paid for one hour. (2.0 hours-1.0 hour=1.0 hour). They would also qualify for travel subsidy as per 10.01. Travel plans for both distances and time travelled will be pre-approved by the Employer at preseason planning meetings.

### **Article 11 – Vacation Pay/Bereavement leave**

- 11.01 Vacation Pay will be paid at a rate of 4% for all employees. If an employee accumulates the equivalent of ten (10) seasons of work at 40 hours per week with NSLS, they would qualify for 6% Vacation Pay.

#### **11.02 Bereavement Leave**

Employees who are bereaved will be allowed the following time off with compensation for the work days lost at their regular rate of pay less legal and authorized deductions with the understanding: the employer may replace the guard position with a supervisor in order to accommodate the time off.

Loss of spouse, son, daughter, mother, father, brother, sister, Grandparent, step-son, Step-daughter, step mother, step father, foster parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law, up to five (5) days.

Loss of aunt or uncle, niece or nephew - up to two (2) days.

## **Article 12 – Health And Safety**

- 12.01 All employees will be covered by Workers Compensation Act of Nova Scotia and will receive benefits as defined by this Act.
- 12.02 A workplace Occupational Health and Safety Committee will be put in place in accordance with the Occupational Health and Safety Act of Nova Scotia.
- 12.03 The Employer will provide one 500 millilitre bottle for sunscreen to every employee each season.
- 12.04 The Employer will ensure potable drinking water is available to employees at all work sites. In cases where it is not available, the Employer will provide a minimum of 1.5 litres of potable water per employee per day.

## **Article 13 – Certifications**

- 13.01 The Employer will provide training to the Employee each year for required certifications. Employees will pay 60% of the actual costs paid to any outside agency for the processing of these certifications. New employees will be required to obtain and pay for required certifications prior to employment with NSLS.
- 13.02 The Employer will provide thirty percent of the cost to a maximum of ninety dollars per person each year for the following certifications:
1. CPR Instructor
  2. First Aid Instructor
  3. CPR and/or First Aid Instructor Trainer
  4. NLS Instructor/Examiner
  5. Lifesaving Society Instructor Trainer

The above will be available up to a total of \$1000 per fiscal year for all employees. Requests for subsidy will be made in writing and will be accepted on a first come first served basis. Payment will be made to the Employee upon submission of a photo static copy of the certification indicating successful completion of the course.

## **Article 14 – Equipment**

- 14.01 The Employer will provide one NSLS Track Suit every two years and one NSLS Swim Suit every year. Employees can keep this uniform at the end of the season.
- 14.02 The Employer will provide two NSLS singlets and one NSLS sweatshirt or Long Sleeved T-Shirt to each Employee per year.
- 14.03 The Employer will provide hats to all new Employees each season.
- 14.04 Replacement uniform will be provided at cost price to the employee.

- 14.05 The Employer will provide subsidy for the purchase of wet suit, sunglasses, and beach parkas/fleece jackets. This subsidy will be 50% of the cost price up to a maximum of \$120. This subsidy will be available to Employees only once every two years. Employees must submit receipts for equipment not purchased through NSLS.
- 14.06 Employees will pay for equipment and certification costs via payroll deduction.
- 14.07 Employees can purchase additional required equipment at the Employer cost price if availability permits.
- 14.08 The Employer will seek advice on the type of uniforms for staff through the Labour Management Committee.

### **Article 15 –Rates of Pay**

15.01 The following will be the rate of pay for Employees:

#### **Salary Levels Nova Scotia Lifeguard Service 2012-2015**

##### **2012 9.2% Increase**

	Year 1	Year 2	Year 3	Year 4	Year 5+
Lifeguards	\$11.80	\$12.03	\$12.03	\$12.03	\$12.03
Acting Beach Captains	\$12.14	\$12.25	\$12.38	\$12.38	\$12.38
Beach Captains	\$12.58	\$13.03	\$13.25	\$13.36	\$13.48

##### **2013 3% Increase**

	Year 1	Year 2	Year 3	Year 4	Year 5+
Lifeguards	\$12.15	\$12.39	\$12.39	\$12.39	\$12.39
Acting Beach Captains	\$12.50	\$12.62	\$12.75	\$12.75	\$12.75
Beach Captains	\$12.96	\$13.42	\$13.65	\$13.76	\$13.88

##### **2014 3% Increase**

Lifeguards	\$12.52	\$12.76	\$12.76	12.76	12.76
Acting Beach Captains	\$12.88	\$13.00	\$13.13	\$13.13	\$13.13
Beach Captains	\$13.35	\$13.82	\$14.06	\$14.17	\$14.30

##### **2015 3% Increase**

Lifeguards	\$12.89	\$13.15	13.15	13.15	13.15
Acting Beach Captains	\$13.27	\$13.39	\$13.53	13.53	13.53
Beach Captains	\$13.75	\$14.24	\$14.48	\$14.60	\$14.73

Years of Service shall be determined by completing at least 50% of full time hours in a season.  
All above rates are regular hourly rates.

**Article 16 – Term of Agreement**

**\*\*16.01** This agreement will be in effect from *April 1, 2012 to March 31, 2016*.

16.02 This agreement may be amended or modified at any time provided the parties are mutually agreeable and the amendments and modifications are in writing and duly signed by both parties and shall become part of the collective agreement.

For The Employer

Deanna Wilmshurst  
Rodney

Date: June 7, 2012

Witness

Paul D'Er  
Paul D'Er

For The Union

Casey  
Richard  
Alvina  
SE

Date: June 4, 2012

K Patten  
K Patten  
K Patten  
K Patten

## **APPENDIX A**

List of Nova Scotia Lifeguard Service beaches 2012-05-30

**Dominion Beach  
Ingonish Beach  
Point Michaud Beach**

**Melmerby Beach  
Heather Beach  
Port Hood  
Inverness Beach**

**Clam Harbour Beach  
Martinique Beach  
Lawrencetown Beach  
Rainbow Haven Beach  
Dollar Lake Beach**

**Rissers Beach  
Queensland Beach  
Bayswater Beach  
Aylesford Lake**

**Ellenwood Lake Beach  
Lake Milo Beach  
Port Maitland Beach  
Mavillette Beach**

