

COLLECTIVE AGREEMENT

BETWEEN

HALIFAX REGIONAL MUNICIPALITY

AND

HALIFAX CIVIC WORKERS' UNION/CUPE LOCAL 108

NOVEMBER 1, 2017 - OCTOBER 31, 2022

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Article 1 - Preamble

This Agreement made this ____7th____ day of _____October_____, 2020

Between:

The Halifax Regional Municipality, hereinafter called “the Employer”,
Party of the First Part

And:

The Halifax Civic Workers’ Union, CUPE Local 108, hereinafter called “the
Union”, Party of the Second Part

Whereas this agreement is entered into by each of the parties for the purpose of setting out the agreement reached by them in relation to rates of pay, hours of work and other conditions of employment.

Therefore, this agreement sets out that the parties agree as set out on the following pages:

Article 2 - Recognition

2.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees pursuant to Labour Relations Board Interim Order #4388 of the Nova Scotia Labour Relations Board of Nova Scotia and including all other employees for which the Union and the Employer have signed voluntary recognition agreements or have mutually agreed shall be included in the bargaining unit.

2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the collective agreement. [2017]

2.03 The Union shall, after notifying the Employer and providing that such entry does not disrupt the work of the Employer, have the right to have the assistance of representatives or any other advisors not on the Employer’s payroll when dealing and/or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer’s premises and to the employees in the workplace, in order to deal with matters arising out of this collective agreement.

2.04 Union officers and joint committee members, after notifying the Employer and provided that such request does not disrupt the work of the Employer, shall be entitled to leave their work during working hours in order to carry out their function under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

2.05 (a) At no time shall the Employer meet with an employee without Union representation when the meeting with the employee is for the purpose of discipline, dismissal or investigation. The Employer shall inform the employee of this right and give the employee time to arrange for a shop steward or Union representative. [2017]

2.05 (b) Where there is a meeting scheduled with an Employee, pursuant to the Attendance Support Program, the Employee may have a Union representative in attendance at such meeting, if requested.

2.06 (a) The Union recognizes that the Employer retains all rights not specifically taken away by this Agreement.

2.06 (b) All rights reserved to the Employer are subject to the provisions of this collective agreement and shall be exercised in a manner consistent with the provisions of this collective agreement.

2.06 (c) The functions of management shall not be exercised in an unreasonable, arbitrary or discriminatory manner.

2.07 The Employer and the Union agree that all new classifications not presently covered by this collective agreement shall be negotiated by the Employer and the Union for rates of pay, hours of work, and other specifications as required. Should the parties fail to reach an agreement on such classifications, either party may seek redress before an arbitrator after all appropriate steps of the grievance procedure have been exhausted.

2.08 (a) Where the masculine gender is used, it shall be read as including the feminine gender, and where the feminine gender is used, it shall be read as including the masculine gender.

2.08 (b) Where the singular is used, it shall be read as including the plural and where the plural is used, it shall be read as including the singular.

2.09 The Employer will provide a list of all Business Units, Management Units, Regions, Sections, Shops and Depots, and such lists will be updated as required. [2012]

2.10 The Employer has the right to collect salary overpayments or advances from an employee's future pay. The employee will be entitled to union representation to assist in devising a payback arrangement for any overpayment or advance. [2012]

Article 3 - Human Rights

3.01 (a) The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliations or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, disability nor by reason of their membership or activity in the Union or any other reason except as authorized by the *Human Rights Act* or any other law. [2017]

3.01 (b) The parties will refer to Memorandum of Understanding #1 with regard to the Duty to Accommodate.

3.02 Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, The Human Rights Act, The Employment Standards Act, The Trade Union Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure. The effect of this clause shall not be to reduce the rights of the employee or the Union as prescribed by the legislation.

3.03 The rules, regulations and requirements of employment shall be limited to matters pertaining to work requirements of each employee. Employees will not be asked or required to do personal services which are not connected with the operation of the Employer.

3.04 The Employer and the Union recognize the principle that it is their joint responsibility to maintain a discrimination-free workplace; therefore, where sexual harassment or personal harassment have been proven, an arbitrator will have the additional power to levy an appropriate penalty. [2012]

3.05 Sexual harassment shall be defined as any sexually-oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- 1) unnecessary touching or patting;
- 2) suggestive remarks or other verbal abuse;
- 3) leering at a person's body;
- 4) compromising invitations;
- 5) demands for sexual favours;
- 6) physical assault.

3.06 Personal harassment shall be defined as any practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential. Personal harassment shall include, but not be limited to:

- 1) demeaning remarks or other verbal abuse;
- 2) physical assault;
- 3) the differentiation in the application of the Employer's policies, standards or this agreement.

3.07 Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with any step of such grievances, the grievance will automatically be sent forward to the next step.

Article 4 - Union Shop

4.01 (a) It shall be a condition of employment that an employee shall, upon completion of sixty (60) working days within one (1) year of date of hiring, become and remain a member in good standing of the Union and shall sign and deliver to the Employer an irrevocable check-off authorization which shall authorize the Employer to deduct and forward to the Union all initiation fees, dues, assessments and benefits payments levied from time to time by the Union.

4.01 (b) The authorization forms required by this Article 4.01 shall contain the employee's name, date signed and date of first deduction, and a copy shall be sent to the Secretary-Treasurer of the Union within thirty (30) calendar days of hiring. [2017]

4.01 (c) Deductions shall commence with the employee's first pay.

4.02 The Employer shall make the deductions set out in Article 4.01 from each employee, on each pay and shall transmit the required amount to CUPE National Office and the remaining portion thereof to the Local 108 account of the Union by direct deposit immediately after deduction. A statement showing the amounts sent to the National Union and the Local shall be sent to the Local on the second Tuesday of each month and shall be accompanied by a list of the employees from whom deductions have been made and a list of employees added or deleted since the last list and reasons therefore.

4.03 The Employer shall acquaint potential employees in the interview process with the fact that a Union agreement is in effect and with the conditions of employment set out in this Article. The Employer shall supply to all newly hired employees a copy of this agreement and all pension and benefit plans within ten (10) days of being hired.

4.04 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. [2017]

4.05 A copy of any correspondence between the Employer and their designate and any employee in the bargaining unit pertaining to the interpretation, administration or application of any part of this agreement shall be forwarded to the Union. [2017]

4.06 At the same time that income tax (T-4) slips are made available, the Employer shall include on all T-4 slips the total amount of Union dues deducted from each Union member in the previous year. A separate statement shall be provided by the Employer with the T-4 slips if the T-4's do not have a space for Union dues.

4.07 The Union shall be notified of all promotions, appointments, hirings, lay offs, transfers, recalls, retirements, resignations, or any other employment status changes for members of the bargaining unit, in writing, within fourteen (14) days of such changes occurring. Such notice shall state the new employment status and the reasons for the status change. [2017]

Article 5 - Military Leave

5.01 (a) Any permanent full-time employee covered by this Agreement who, during a state of national emergency as proclaimed by the Government of Canada, leaves the employ of the Employers and immediately joins one of the Armed Services of Canada (including the Merchant Marine) shall, within three (3) months of this discharge from such Armed Service, be entitled to be re-employed by the Employer.

5.01 (b) Such permanent full-time employee shall, during the time spent in the Armed Forces, retain their seniority and their rights to promotion. Upon being re-employed with the Employers, such employee shall be entitled to and shall be paid at the same rate of pay which they would then be receiving had they not joined the Armed Services. [2017]

5.01 (c) An employee who is a member of the Canadian Forces Reserves and who has been employed with HRM for at least three (3) months, who is required for active duty or training in the Reserves shall be granted an unpaid leave of absence in accordance with the *Labour Standards Code R.S., c. 246, s. 1*. [2017]

Article 6 - Holidays

6.01 The following shall be considered paid holidays for the purposes of this agreement:

a) New Year's Day

b) Good Friday

c) Easter Monday

d) Victoria Day

e) Canada Day

f) Natal Day

g) Labour Day

h) Thanksgiving Day

i) Remembrance Day

j) Christmas Day

k) Boxing Day

l) Nova Scotia Heritage Day [2015]

m) Any other day declared or proclaimed as a holiday by the Federal, Provincial and/or Municipal government; plus

n) Four hours on the working day prior to Christmas Day or four hours prior to New Year's Day. Those employees who cannot, due to operational requirements receive the time off will be given the time off in lieu at a time to be agreed between the employee and the supervisor. Any employee required to work will receive their regular rate of pay. For employees on an approved vacation leave for this period Article 7.06 will apply.

6.02 (a) All employees shall be paid one day's pay at their regular rate of pay for all holidays listed in Article 6.01, provided they are working on the working day preceding and the working day following the holiday unless they are absent with the permission of the Employer.

6.02 (b) An employee who works on any of the holidays listed in Article 6.01 shall receive pay as described in Article 20.04 in addition to pay as described in Article 6.02(a).

6.02 (c) Shift employees who are required to work a regular scheduled shift on any of the holidays in Article 6.01 may choose to receive on the first pay in December the payment for holidays as provided for in Article 6.02(a).

6.03 (a) When a holiday listed in Article 6.01 falls on an employee's day(s) off, the next regularly scheduled work day(s) for the employee shall be designated as the holiday(s). All such days designated as holidays shall be paid in the same manner as holidays in accordance with Article 6.02 in its entirety.

6.03 (b) For employees of Sackville Sport Stadium, the Halifax Forum, and Building Management Services, when a holiday falls on an employee's day(s) off either the next regularly scheduled work day (s) for the employee or another day as mutually agreed by the employee and employer shall be designated as the holiday(s). All such days designated as holidays shall be paid in the same manner as holidays in accordance with Article 6.02 in its entirety.

Article 7 - Vacation

7.01 (a) All employees shall receive an annual vacation with pay in accordance with the following:

- 1) After employment and for the remainder of the calendar year, one and one-quarter (1 & 1/4) working days' paid vacation for each month or partial month of employment.
- 2) In the employee's second to fifth calendar year of employment, fifteen (15) working days' paid vacation.
- 3) In the employee's sixth to twelfth calendar year of employment, twenty (20) working days' paid vacation.
- 4) In the employee's thirteenth to nineteenth calendar year of employment, twenty-five (25) working days' paid vacation.
- 5) In the employee's twentieth to twenty-fifth calendar year of employment, thirty (30) working days' paid vacation.

7.01 (b) Pro-Ration of Vacation

Vacation shall be pro-rated for employees absent without pay for thirty (30) days or longer. Such pro-rating will not apply to employees for the first twelve (12) consecutive months absent on WCB, LTD or parental/pregnancy leave.

7.02 (a) The calendar year shall extend from January 1st to December 31st, for the purposes of this article.

7.02 (b) The vacation year is defined as the calendar year. Vacation entitlement shall be determined on January 1st of each year according to the provisions of Article 7.01.

7.03 Any employee entitled to a fraction of a day for the vacation year shall receive one (1) full day with pay.

7.04 (a) All employees who regularly work more than five (5) regular working days in a calendar week shall receive their vacation on a calendar week basis when they use five (5) working days' vacation or increments of five (5) working days' vacation at any one time. For example, an entitlement of five (5) working days' vacation used at one time would be one (1) full calendar week time off with full regular pay for all days during the period the employee normally would have been scheduled to work. "Regularly" for the purposes of this article shall mean twenty (20) or more weeks in a calendar year, whether or not they are consecutive.

7.04 (b) (i) For employees working on shifts other than eight-hour shifts, a day of vacation is calculated based on the employees scheduled shift length. For clarity, this means, for example, that an employee working a ten-hour shift uses ten hours of vacation leave for each day of vacation taken.

7.04 (b) (ii) A day for the purposes of vacation entitlement shall be defined as an eight-hour day.

7.05 (a) Vacation period is defined as a period which commences at the end of the last regularly scheduled shift before going on vacation and ends at the commencement of the employee's regular shift on the day on which the employee is to return to work.

7.05 (b) No employee shall be required or permitted to work during their vacation. [2017]

7.06 If a paid holiday as specified in Article 6 falls or is observed during an employee's vacation period, the employee shall be entitled to an additional vacation day with pay at a time mutually agreed between the employee and the employer, such agreement shall not be unreasonably withheld. [2017]

7.07 While on vacation with pay, an employee shall receive their regular rate of pay unless they have been receiving the same higher rate of pay for at least (3) complete working days immediately prior to going on vacation. This shall also apply to vacation carried forward from prior years. [2017]

7.08 Before proceeding on vacation, an employee on direct deposit shall, if they request, receive the pay cheque(s) they would have received had they been working during the vacation period, as long as the employee provides at least fifteen (15) working days' notice. [2017]

7.09 The Employer shall advise each employee in writing in the first month of each calendar year of the amount of vacation they are entitled to for the current year, and such notice shall also include any vacation entitlements carried over from previous years. [2017]

7.10 (a) Upon written notice to the department head prior to November 1 of the current year, an employee may, with the permission of the Director or their designate which shall not be unreasonably withheld or in exceptional circumstances, be permitted to carry forward one (1) week of vacation entitlement to the following calendar year. [2017]

7.10 (b) If an employee does not take their vacation entitlement during the calendar year because of operational requirements or exceptional circumstances, they shall be entitled to receive pay in lieu of vacation. [2017]

7.11 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to proportionate payment of salary or wages in lieu of such vacation accrued prior to termination. [2017]

7.12 Where an employee qualifies for paid sick leave, as the result of a personal medical emergency, paid bereavement leave, or any other approved paid leave permitted in this collective agreement during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, subject to mutual agreement between the employee and the Employer. [2017]

7.13 (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used in the year in which it is earned. [2012]

7.13 (b) In order for seniority preference to apply, all requests for vacation must be submitted by the employee in writing by May 1 of the current year (identifying first, second, and third choice of vacation preference). The immediate supervisor or designate will respond in writing by May 31, indicating whether or not the employee's vacation is approved. [2012]

7.13 (c) Employees shall be entitled to receive their vacation in an unbroken period to a maximum of four (4) weeks or as mutually agreed between the employee and the Employer. Requests for more than four (4) weeks will not be unreasonably denied. [2012]

7.13 (d) Subject to Article 7, preference of vacation schedule shall be given to those employees with the greatest seniority, by classification, within a shop in each region. [2012]

7.13 (e) Requests submitted after May 1 will be considered on a first come first serve basis. However, where an employee has not, by October 31 in the current calendar year, either requested approval for using all remaining vacation or made suitable arrangements with their supervisor to do so within the calendar year, the employer may assign all remaining vacation leave to ensure vacation accumulation is used in the year in which it is earned. [2012]

7.13 (f) Occupational requirements may necessitate a decision by the immediate supervisor to place a restriction on the number of employees on vacation leave at any one time. [2012]

7.14 Upon the death of an employee, their estate or beneficiary shall be entitled to an amount equal to any unused vacation entitlements. [2017]

Article 8 - Sick Leave

8.01 Each employee shall be entitled to paid sick leave in the amounts qualified in this Article 8 when, through illness, injury or accident, (defined as physical or mental condition(s) resulting in diminished functional capabilities and for which payment is not received by the employee under the *Workers' Compensation Act*), they are unable to perform work for the Employer. [2017]

8.02 (a) All employees covered by this collective agreement shall earn sick leave at the rate of one and one half (1 1/2) days for each month worked.

8.02 (b) Total accumulation for each employee will not exceed one hundred and fifty (150) days.

8.03 (a) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness shall be deducted based on actual hours absent.

8.03 (b) Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit. On the ratification of this and any subsequent collective agreement such notice shall be provided within thirty (30) days. [2017]

8.03 (c) While on sick leave with pay, an employee shall receive their regular rate of pay unless they have been receiving the same higher rate for at least three (3) complete working days immediately prior to going on sick leave. Notwithstanding any other article in this agreement, the number of days paid at the higher rate cannot exceed the number of consecutive days earned at the higher rate of pay. [2017]

8.04 (a) For employees working on shifts other than eight (8) hour shifts, a day of sick leave is calculated based on the employees scheduled shift length. For clarity, this means, for example, that an employee working a ten (10) hour shift uses ten hours of sick leave for each day of sick leave taken.

8.04 (b) A day for the purposes of sick leave accumulation shall be defined as an eight (8) hour day.

8.05 An employee, while on sick leave, may be required to produce a certificate from a legally qualified health care practitioner of the employee's choice for any period of sick leave in excess of three (3) consecutive working days, certifying that the employee was unable to carry out their duties due to illness, specifying functional limitations, as applicable. The cost of such certificates will be reimbursed to the employee, up to a maximum of one hundred (\$100.00) upon presentation of receipt. This certificate will be presented to the employee's supervisor within seven (7) calendar days from the date of the request. When the Employer requests an additional certificate, the Employer shall pay the full cost of such certificate. A copy of certificates (non medical information) shall be placed on an employee's personnel file. [-2017]

8.06 (a) An employee with more than two (2) years of service who has exhausted their sick leave credits, shall first use the balance remaining in their overtime bank and thereafter may request an extension of sick leave, which may be granted by the Director. Such extensions, if given, shall not be for a period any longer than ten (10) working days and will be recovered at the rate of three quarters (3/4) sick leave credits available, that is three-quarters (3/4) of a day, until the sick leave extension has been replenished. No employee shall be granted any further advance until all previous advances under Article 8 have been paid back in full. The employee may use their vacation and overtime bank, notwithstanding Article 20.08. [2017]

8.06 (b) An employee with more than two (2) years of service having exhausted sick leave credits shall first use the balance remaining in their overtime bank while awaiting long-term disability approval, notwithstanding article 20.08, and then may request an extension of sick leave of up to twenty (20) working days, which shall be granted by the Director. Such advance will be recovered at the rate of 3/4 sick leave credits, that is three-quarters (3/4) of a day, until sick leave advance has been replenished. No employee shall be granted any further advance until all previous advances under Article 8 have been repaid in full. No employee shall be terminated by virtue of having exhausted their sick leave credits. An employee who exceeds (30) working days of sick leave at any time must have applied for LTD by the end of the thirty (30) working days or sick leave advance may not be granted if one is requested. [2017]

Article 9 - Leaves of Absence

9.01 The Employer agrees to grant a leave of absence without pay to any employee who is elected or selected for a full-time position with the Union for as long as they remain in the position, without loss of seniority and classification. It is also agreed that any pension or welfare benefits may be continued, but such employee on leave must bear the total cost of such benefits. When the employee is no longer in the position with the Union the leave of absence ends and the employee shall return to work within six weeks to their regular reporting location (unless changed) and shall have the time spent on such leave credited to their seniority. [2017]

9.02 (a) The Employer agrees that any employee covered by this agreement who is required to attend any negotiations for collective bargaining or conciliation, processing of grievances, arbitration or mediation proceedings on behalf of the Union, shall be granted a leave of absence with pay to attend such Union business if it occurs during normal working hours.

9.02 (b) The Union, for the use of its members, shall have up to four hundred (400) hours paid leave available annually to use as paid leave from their work at their regular rate of pay for employees who are elected delegates of the union to attend Union training, conferences or bargaining preparation, such leave approval shall not be unreasonably withheld. [2012]

9.03 (a) The Employer recognizes the right of an employee to participate as a candidate in federal, provincial or municipal elections. The Employer shall grant a leave of absence without pay but without loss of benefits, however, the employee must bear the total cost of such benefits, when such a request is made in writing by an employee.

9.03 (b) If an employee is elected in a federal, provincial or municipal election, the employee may apply to the Employer for a leave of absence without pay or benefits for the term of office or the period(s) that the legislative body meets, and such leave shall be granted. No employee shall be required to take such leave of absence unless:

- 1) The employee cannot reasonably perform their duties during the term of office or during the period(s) the legislative body meets; or
- 2) A conflict of interest arises between the duties of the elective office and the performance of the employee's duties for the Employer. [2017]

9.04 The Employer, upon request of the Union, shall grant a leave of absence without pay but without loss of benefits and seniority for the use of its members for the purpose of attending to Union business, provided that the granting of the request does not disrupt the work of the Employer, and such request shall not be unreasonably withheld. During leaves without pay, benefits and pension may only be extended, subject to plan or carrier requirements, and provided the Union remits the full costs for both Employer and employee share of benefits, pension and statutory remittances in advance of such leave. [2012]

9.05 Bereavement Leave

9.05 (a) When a death occurs to a member of the immediate family of an employee, such employee shall be granted compassionate leave with pay and without loss of benefits and seniority for a period not to exceed five (5) consecutive calendar days, one of which shall be the day of the funeral to the extent that any or all of these days are normal working days.

9.05 (b) Immediate family is defined as an employee's spouse (common-law equivalent), mother, father, brothers, sisters, children, grandparents, grandchildren, mother-in-law, father-in-law, step-parents and step-children. [2015]

9.05 (c) Three (3) consecutive days compassionate leave with pay and without loss of benefits and seniority shall be granted to an employee, one of which shall be the day of the funeral to the extent that any or all of these days are normal working days, in the event of the death of an employee's sister-in-law, brother-in-law, grandparents-in-law, aunt or uncle.

9.05 (d) An employee shall be granted the day of the funeral as compassionate leave in the event of the death of their niece or nephew, or any relative not listed in Article 9.05b or 9.05c, who resides with the employee. This leave shall be with pay and without the loss of seniority and benefits. [2017]

9.05 (e) In the event that some additional time is required for compassionate purposes, including traveling time if necessary, an employee may request additional days of leave and such additional days of leave will not be unreasonably withheld.

9.05 (f) Where the family of a deceased employee requests pallbearers from the Union, the Employer shall grant time off for the funeral with pay, up to four (4) hours, for up to six (6) pallbearers. [2015]

9.06 All employees while on leave of absence with pay shall receive the same regular rate of pay from the Employer as was in effect for the employee on the day prior to going on leave of absence.

9.07 Employees shall be entitled to four consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

9.08 (a) The Employer shall grant a leave of absence with pay to any employee required to serve on a jury.

9.08 (b) The Employer shall grant a leave of absence with pay to any employee subpoenaed or summoned to appear:

- 1) On behalf of the Employer; or
- 2) As a witness in a criminal prosecution or coroner's inquest; or
- 3) In any proceeding in which the Employer is a party; or
- 4) In any proceeding in which the employee is called upon to testify in their role as an employee of the Employer. [2017]

9.09 In the event that an employee is accused of an offence which requires a court appearance, they shall be entitled to a leave of absence without pay to attend court. In the event that the accused employee is jailed awaiting a court appearance, they shall be entitled to leave of absence without pay and without loss of seniority or at the employee's option, may use other accumulated paid leave such as vacation or accumulated lieu time. In the event that the accused employee is found guilty and sentenced, they may apply for a leave of absence without pay, benefits or the accrual of seniority. [2017]

9.10 The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve educational standards of the workforce; therefore, employees may be granted a leave of absence with pay to write examinations to upgrade their employment qualifications and such requests will not be unreasonably withheld. [2017]

9.11 An employee, with the approval of the Department Manager, shall be entitled to a leave of absence without pay when the employee requests such leave for personal reasons. Such approval shall not be withheld without just cause. The reasons for such leave shall be kept confidential by the Department Manager, Director and Human Resources. [2017]

9.12 Notwithstanding anything else in this collective agreement, an employee who is on a leave of absence without pay for thirty (30) continuous days or less, shall retain and continue to accrue all rights, benefits and privileges provided by this collective agreement.

9.13 (a) All employees shall be entitled to a leave of absence with pay, not to exceed five (5) working days per calendar year, to attend to family emergencies.

9.13 (b) Employees requiring leaves of absence for other personal reasons, ie: employee's marriage, graduation, may be granted time off at the discretion of the Director or their designate. Such leave will not be unreasonably withheld. [2017]

9.13 (c) Upon the birth of a child, the spouse of the person giving birth, including same sex and common-law spouse, shall be entitled to one (1) working day leave of absence with pay which may be taken, at the option of the employee, at any time commencing as early as the date of hospitalization or delivery and ending on the sixth (6th) day after the child arrives home. [2015]

9.14 Time off work because of a medical appointment or medical examination or for any other reason when the time off is necessitated by a requirement of the Employer shall be a leave of absence with pay unless the employee is on a leave of absence without pay.

9.15 Pre-Retirement Leave

9.15 (a) All employees hired prior to the signing of the collective agreement August 19, 2014 covered by this collective agreement after ten (10) continuous years of service with the Employer and upon retirement or death shall be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days per year, up to a maximum of ninety (90) calendar days, or calculated on the basis of fifty (50%) of sick leave entitlement, whichever is greater. Employees hired after the signing of this collective agreement shall not receive a pre-retirement leave.

9.15 (b) All employees entitled to receive pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement period worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the employee's pension and would be paid by separate cheques at the time of actual retirement.

9.16 (a) An employee who is absent from their employment without permission for ten (10) consecutive days shall be deemed to have resigned their position effective the first day of the absence. [2017]

9.16 (b) The employee shall be reinstated if they establish to the satisfaction of the Employer that their absence arose from a cause beyond their control and it was not possible for the employee to notify the Employer of the reason for the absence. [2017]

Article 10 - Technological Change

10.01 Technological change is defined as the introduction of equipment or material not previously used in the operation, and/ or a change in the manner in which the Employer carries on the work or business that is directly related to the introduction of that equipment or material, and which results in the elimination of permanent full - time positions within the bargaining unit.

10.02 The Employer agrees to notify the Union nine (9) months in advance of any technological change within the Bargaining Unit. The Union shall be notified in writing of the following:

1) the nature of the technological change;

- 2) the date such change is to take place;
- 3) the number and classification of the employees likely to be affected by the technological change;
- 4) the effect that the technological change may have on the terms, conditions and future employment of the employees affected;
- 5) the number of jobs and job classifications to be created or abolished by the proposed technological change or reorganization.

10.03 The technological change shall be introduced only after the Union and the Employer have consulted through Labour/Management regarding the implementation of such change and measures to protect the employees from any adverse effects.

10.04 If the Union and the Employer, pursuant to Article 10.03, fail to agree, the matter shall be referred to the grievance and arbitration procedures for the purpose of resolving the disagreement(s).

10.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed nine (9) months, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee or while the employee is in the reclassified position.

10.06 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period of longer than nine months, the additional training time shall be provided unless the Employer can prove it is unreasonable or economically prohibitive.

10.07 (a) The training provided in this article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

10.07 (b) Employees who attend training outside normal working hours, shall be provided with time off in lieu, at straight time rates, at a time to be mutually agreed between the employee and the supervisor.

10.07 (c) Employees normally required to be on stand-by or call-in shall suffer no loss of earnings while in training.

10.08 (a) No additional employees shall be hired by the Employer until employees affected by the change have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

10.08 (b) Affected employees on lay-off will be notified of the proposed technological change or other change so they may acquire the necessary skill or knowledge to retain their employment.

10.09 An employee who is rendered redundant or displaced from their job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform with reasonable assistance. If there is no vacancy, the employee shall have the right to displace employees with less seniority, provided they are able to perform the job with reasonable assistance. [2017]

10.10 All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them. If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved in accordance with Article 2.07.

Article 11 - Occupational Health and Safety [2012 (11.01-11.18)]

11.01 (a) The Occupational Health and Safety Act, 1996, c. 7, s. 1., as amended from time to time, its Regulations and Guidelines shall constitute a minimum standard of protection for employees covered by this collective agreement and shall be deemed to be part of this collective agreement, provided that any higher standard or increased protection provided by this collective agreement, Employer policy or by agreement of the parties shall apply over the Act.

11.01 (b) The Employer and the Union recognize the benefits to be derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall cooperate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all health and safety rules established by the Employer.

11.01 (c) The Employer and Union shall encourage employees to exercise their legal rights and duties as well as the rights and duties provided by this Article 11. The Employer and Union shall not exercise any penalty, intimidation, coercion or discrimination towards an employee who acts in compliance with this Article 11 or in compliance with their legal rights and responsibilities. [2017]

11.02 Joint Occupational Health and Safety Committee(s) (JOHSCs)

11.02 (a) Three (3) Joint Occupational Health and Safety Committee(s) (JOHSCs) shall be established in accordance with The Occupational Health and Safety Act. The committees shall be composed of an equal number of Union and management representatives and operate in accordance with the provisions of The Occupational Health and Safety Act. In addition to the representatives appointed to the JOHSC, each party may appoint alternates for its representatives and alternates may attend JOHSC meetings and shall act in the absence or unavailability of the regular representative.

11.02 (b) The Union will notify the Employer, in writing, of the names of its members and alternates on the JOHSC and the Employer shall notify the Union of the names of its members and alternates on the JOHSC.

11.02 (c) The JOHSC shall have two (2) Chairpersons. The Union shall appoint one (1) Chairperson and the Employer shall appoint one (1) Chairperson and the Chairpersons shall alternate the chairing of JOHSC meetings as determined by the JOHSC.

11.02 (d) There shall be three (3) Joint Occupational Health and Safety Committee(s) (JOHSCs) consisting of the following:

- Fleet Services and Stores
- Facility Services
- Road Operations & Construction and Parks and Recreation [2017]

11.02 (e) Correspondence, information and notices concerning the JOHSC and health and safety generally shall be addressed to the Chairpersons of the JOHSC.

11.03 Joint Occupational Health and Safety Committee Meetings (JOHSC)

11.03 (a) The Joint Occupational Health and Safety Committee(s) shall meet at least one (1) time per month to deal with health and safety responsibilities. The JOHSC may meet more often to review accidents or at the request of either party. By mutual agreement any JOHSC meeting may be cancelled, postponed or adjourned.

Minutes shall be kept of all JOHSC meetings. Minutes will be reviewed and approved by the Co-Chairs of the JOHSCs within two weeks and posted accordingly. A copy will be sent to all JOHSC members, the Secretary of the Union and to the Director of Human Resources or designate.

11.03 (b) JOHSC meetings shall be scheduled during normal working hours except that in an urgent case a meeting may be scheduled or called at any time.

11.03 (c) No JOHSC member shall lose pay or benefits for time spent on designated and JOHSC approved health and safety matters or JOHSC meetings. And such time off is deemed to be time worked for which the employee shall be paid by the Employer at the applicable rate which would be the same rate of pay the employee would have earned if asked to do their normal work task during the time the Committee task was taking place. [2017]

11.04 Duties of the Joint Occupational Health and Safety Committee(s) (JOHSC)

The duties of the JOHSC shall be in accordance with the Occupational Health and Safety Act 1996, c. 7, s. 1, as amended from time to time.

11.04 (a) All members on the JOHSC shall be educated to exercise due diligence in performing all their duties and functions as outlined in the Act including those but not limited to Section 31, any regulations that apply to the workplace as well as any other duties that are agreed to in the Employer's program to be developed in consultation with the JOHSCs and reviewed on an annual basis.

11.04 (b) In the event of an accident or occupational health and safety incident, a Union representative of the JOHSC shall be notified in a timely fashion and be allowed to participate in the process of the investigation of the hazardous occurrence as part of their JOHSC duties.

11.05 Reporting

It shall be the duty of all employees to report immediately to their immediate supervisor any unsafe working conditions. When such a report is made, the supervisor who is responsible for the area and the employee shall investigate the matter and attempt to arrive at a speedy resolution of the situation. In determining the resolution of the situation, the supervisor or the employee may request the assistance of any or all available resources, including the JOHSC.

11.06 Where an employee refuses to work pursuant to a health and safety matter, the employee shall immediately report the refusal to their supervisor. [2017]

11.07 (a) The Employer shall provide, with the exception of confidential information, the representatives of the JOHSC with a summary of accidents, incidents or occurrence of an occupational disease that occurs at the workplace that may affect employees represented by the JOHSC reported in the previous month.

11.07 (b) The employer will follow its obligations under the Occupational Health and Safety Act 1996, c. 7, s. 1., as amended from time to time to provide certain information, post certain information and make available information as described in the Act.

11.08 The Employer will only use personal safety equipment after all reasonable precautions have been taken to eliminate the hazard first at the source and by further administering engineering controls.

11.09 An employee who is injured or made sick (because of a condition at work) during working hours and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave. [2017]

11.10 (a) Where personal protective equipment cannot be avoided and is deemed necessary by a JOHSC or the Employer, the Employer shall supply the appropriate safety clothing and equipment of suitable quality.

11.10 (b) Recommendations regarding personal protective equipment shall be made by a JOHSC quorum, as established by the committee.

11.11 Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident or incident shall be at the expense of the Employer.

11.12 Transportation for JOHSC members to and from JOHSC meetings, seminars, workshops and duties approved by the JOHSC required by the Act in order to carry out the responsibilities of the position shall be at the Employer's expense.

11.13 Function of the Joint Occupational Health and Safety Committee (JOHSC) – Workplace Violence

With the exception of confidential information, the JOHSC shall be informed of all incidents of workplace violence that have occurred at the workplace.

The definition of violence will follow requirements under:

(i) The Violence in the Workplace Regulations made under Section 82 of the Occupational Health and Safety Act S.N.S. 1996, c. 7 O.I.C. 2007-200 (April 4, 2007, effective April 1, 2008*), N.S. Reg. 209/2007;

(ii) HRM's revised Workplace Violence Prevention Policy and:

(iii) "Violence" means the attempted, threatened or actual conduct of a person that endangers the health and safety of an employee and includes a threatening statement or threatening behaviour that gives an employee reasonable grounds to believe that the employee is at risk of injury.

The Employer agrees that the JOHSC shall concern itself with matters relating to violence in the workplace that effect employees represented by the JOHSC, including but not limited to:

- 1) consulting on the Workplace Violence Prevention Policy regarding the Violence in the Workplace Policy;
- 2) recommending measures and procedures to prevent violence to and by staff;
- 3) be informed by the employer of actions it has taken to prevent reoccurrence of an incident of violence at the workplace;
- 4) recommending violence prevention training programs.

11.14 Training

11.14 (a) All employees working in areas where an assessment has identified there is a potential risk of violence shall be trained in the Employer's violence prevention plan which includes but is not limited to:

- causes of violence;
- factors that precipitate violence;
- recognition of warning signs;
- prevention of escalation;
- controlling and defusing aggressive situations; and
- details of the Employer's policy, measures and procedures to deal with violence and the availability of legal counsel and supportive counselling.

11.14 (b) The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee their wages as set out in the collective agreement while they undergoes such training or any subsequent training. [2017]

11.15 Support and Counselling

The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, counselling and support must be provided to help victims recover from such incidents.

11.16 Pressing Charges

The Employer recognizes that when an employee is threatened or assaulted at work, it is appropriate and important to lay charges against the assailant. In cases where the police are not prepared to lay charges and to prosecute the assailants(s), the Employer agrees to seriously consider the possibility of a private prosecution. If the Employer decides this is not possible, the Employer shall provide written reasons to the Union.

11.17 No Discrimination or Dismissal

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of their assigned work. [2017]

Article 12 - Protective Clothing

12.01 (a) The Employer agrees to provide all employees covered by this collective agreement with the following items of protective clothing, as required:

- coveralls, pants or overalls at the employee's choice – two pairs a year
- hard hat (C.S.A. approved)
- work boots or safety shoes (of the employee's choice) – steel toe, steel shank, chemical resistant
- hearing protection (hard hat clip-ons or inserts of the employee's choice)
- insulated gloves – two pairs
- steel-toes rubber boots
- rain-gear [2017]

12.01 (b) Employees of the Asphalt shop will receive an additional allotment of up to four (4) extra pairs of coveralls, four (4) extra pairs of gloves, and four (4) extra pairs of rubber gloves, as required. [2012]

12.01 (c) Employees engaged in asphalt work shall receive appropriate asphalt boots, in addition to their regular allotment of boots, as required.

12.01 (d) Employees required to work with chain saws, motorized augers or other related cutting equipment shall be issued necessary chain saw pants, jackets, gloves, boots and safety shields.

12.01 (e) Employees required to work with chemicals or who, through normal duties, may come in contact with water-borne pathogens shall be issued with appropriate rubber surgical gloves, safety glasses, lab coats and shall have immediate access to emergency eye wash and shower facilities.

12.01 (f) Employees required to work in atmospheres containing airborne contaminants or pollutants shall receive the appropriate eye protection, dust masks and respirators.

12.01 (g) Fleet Services will be provided with protective clothing, including laundering (as required).

12.02 The Employer agrees that all protective clothing shall be upgraded when required on a replacement basis. The refusal of the Employer to meet replacement needs pertaining to protective clothing shall be subject to the grievance procedure.

Article 13 - Safety Equipment

13.01 (a) The Employer agrees that by classification certain jobs may require specialized safety equipment and training to be provided as necessary at full cost to the Employer.

13.01 (b) Employees required to work with CL2 gas, enter confined spaces or any hazardous atmosphere defined under the provincial and federal Occupational Health and Safety Acts shall be provided with S.C.B.A. and appropriate gas monitoring devices.

- Any gas monitoring devices shall be maintained and calibrated by the Employer;
- If calibration is to be done by the employee, the Employer agrees to provide any related training pertaining to calibration procedures;
- A record shall be kept of all calibrations to any gas monitoring devices and shall be made available to an employee and the Union on request;
- The calibration program shall meet or exceed the minimum manufacturer's specifications for all monitoring devices;
- All self-contained breathing apparatus shall have minimum quarterly air changes and be hydrostatically tested every five years.

13.01 (c) The Employer agrees that any employee required to operate motorized equipment of any kind shall receive necessary training before assuming such duties.

13.01 (d) The Employer agrees to provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include, but not be limited to, W.H.M.I.S., M.S.D.S. and Employer recommendations for safe handling, exposure limits and medical treatment.

13.02 Alarms, Paging Systems or Communication Devices

The Employer agrees that in all cases where there is a recognized need for personal safety, the Employer shall provide alarms, paging systems or other communication devices that will be effective in summoning immediate aid. The Employer shall be responsible for the routine

maintenance, repair and periodic testing of the equipment. All employees shall receive training about the use and reasonable care of such equipment. [2017]

Article 14 - Pregnancy and Parental Leave

14.01 (a) Employees shall be granted pregnancy leave and parental leave in accordance with the provisions of the Labour Standards Code and Regulations of the Province of Nova Scotia unless increased leave or benefits are provided in this collective agreement.

14.01 (b) Pregnancy leave and parental leave shall be deemed to be continuous employment for the employee while the employee is on such leave.

14.01 (c) Pregnancy, in itself, is not an illness for the purposes of the sick leave provisions of this collective agreement; however, illnesses arising as a result of pregnancy or during pregnancy is an illness for the purposes of this collective agreement.

14.01 (d) Pregnancy leave and parental leave shall be granted to an employee with at least one year of service.

14.01 (e) Where an employee is the parent of a newborn child and is caring for the child in place of the birth parent, the employee shall be entitled to the same amount of parental leave and all other pertinent provisions of this Article 14. [2017]

14.01 (f) Where working conditions may be hazardous to an unborn child or to the pregnant employee, the Employer shall provide alternate safe employment for the employee at no reduction in pay or benefits for the period of pregnancy. Should the Employer be unable to provide such safe alternative employment, the employee shall be granted an unpaid leave of absence until the birth of the child. Such leave shall be deemed to be pregnancy leave, and all the provisions of this Article 14 shall apply to said leave.

14.01 (g) An employee shall notify the Employer a minimum of four (4) weeks prior to going on pregnancy leave or parental leave unless extenuating circumstances prevent the employee from giving such notice, and shall so notify the Employer a minimum of four (4) weeks prior to returning from such leaves. [2017]

14.01 (h) An employee returning to work from pregnancy leave or parental leave shall be placed in their former position without reduction to their wages and benefits. If the former position no longer exists, the employee shall be placed in a comparable position with not less than the same wages and benefits as the former position. [2017]

14.01 (i) The employee shall request in writing to maintain their benefit plan within appropriate time frames to avoid interruption in benefits. The employee shall then enter into an arrangement, mutually agreed by the employee and the Employer prior to leave, to pay the cost required to maintain the benefit plan while on such leave.

14.02 Where an employee requests parental leave due to adoption, all pertinent provisions of this Article 14 shall apply.

14.03 Notwithstanding any other provisions of this collective agreement, all employees who qualify for leave under the provisions of Article 14 shall continue to accrue seniority, sick leave and vacation while on such leave.

14.04 An employee returning from a leave permitted by this Article 14 shall not displace an employee with greater seniority.

14.05 Pregnancy Leave Allowance

14.05 (a) An employee entitled to pregnancy leave under the provisions of this collective agreement and who provides the Employer with proof that they have applied for and are entitled to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act (Act), shall be paid an allowance in accordance with the Act and the following subsections of this Article 14.05. [2017]

14.05 (b) With respect to the period of pregnancy leave, payments made in accordance with the Act will consist of the following:

1) Where the employee is subject to a waiting period of one (1) weeks before receiving EI benefits, payments equivalent to ninety-seven per cent (97%) of the employee's weekly rate of pay, less applicable deductions, for the one (1) week waiting period, less any other earnings received by the employee during the benefit period. [2017]

2) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefit the employee is eligible to receive and ninety-seven per cent (97%) of the employee's weekly rate of pay, less applicable deductions, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which an employee would have been eligible if no other earnings had been received during the period. [2017]

14.05 (c) For the purpose of this allowance an employee's weekly rate of pay will be one-half (½) of the bi-weekly rate of pay to which the employee is entitled for the employee's classification on the date immediately preceding the commencement of the employee's pregnancy leave. In the case of a part time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's actual time worked (designated hours plus additional shifts but not including overtime) averaged over the preceding twenty-six (26) weeks, by the regular full-time hours of work for the employee's classification. [2017]

14.05 (d) Where the employee becomes eligible for a negotiated pay increase during the benefit period, top up payments will be adjusted accordingly. [2017]

14.05 (e) The Employer will not reimburse the employee for any amount the employee is required to remit to Human Resources and Skills Development Canada or other government agency, where

such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income. [2017]

Article 15 - Grievance Procedure

15.01 Recognition of the Grievance Committee

The Employer acknowledges the right of the Union to appoint, elect or otherwise select a Grievance Committee to represent the employees covered by this agreement. Such committee shall consist of a Chairperson and three members of the Union whose names shall be communicated to the Employer by the Union upon the signing of this agreement. Any changes in the make-up of such committee shall be communicated immediately to the Employer by the Union. [2012]

15.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent, and the name of the chief steward, if applicable, before the Employer shall be required to recognize them. [2017]

15.03 Steward Representation

An employee shall have the right to have a shop steward or other Union representative present at any time when management is meeting with the employee for the purpose of discipline or dismissal or investigation which may lead to discipline or dismissal, and management shall inform the employee of this right and give the employee time to arrange for the shop steward or Union representative to be present. The Employer shall within one week after such meeting send written particulars of the meeting to the Union and a copy to the employee. [2017]

15.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where it is alleged the Employer has acted unjustly, improperly or unreasonably. [2012]

15.05 Permission to Leave Work

The Employer agrees that shop stewards or recognized Union representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Employer agrees that no Union representative shall be unreasonably denied permission to deal with grievance issues. [2012]

15.06 Policy Grievance/OHS/Harassment or Discrimination/Layoff and Recall/Termination

A dispute involving:

- (a) a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance or;

- (b) an employee or group of employees requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) or;
- (c) grievances concerning lay-offs, terminations and recalls shall be filed at Step III, the Director's level or where the employer seeks to file a grievance the grievance shall be filed to the President or designate of the Halifax Civic Worker Union, CUPE Local 108. [2015]

15.07 Steps of the Grievance Procedure

In an effort to ensure that grievances are dealt with fairly and promptly, the following steps shall outline proper grievance procedure. It is agreed and understood that the grievor will be offered the opportunity to attend all steps of the formal process. [2012]

Step 1

Within fifteen (15) working days of the time the employee(s) became aware of the event giving rise to the grievance the employee and the shop steward/union representative shall discuss the issue with their immediate supervisor who shall provide them with a response within five (5) working days.

Step II

Should the response at Step 1 by the immediate supervisor not be acceptable to the Grievor, the grievance shall be formalized in writing, stating the particulars of the grievance and the redress sought to the Manager or designate, of the Unit within fifteen (15) working days of the response. The Manager or designate shall convene a meeting within ten (10) working days of receipt of the grievance at Step II and render a decision in writing within five (5) working days of the meeting.

Step III

Failing a satisfactory settlement at Step II, the Grievance Committee and/or shop Steward will submit the grievance to the Director within fifteen (15) working days. The Director or designate shall convene a meeting within ten (10) working days of receipt of the grievance at Step III and render a decision in writing within five (5) working days of the meeting.

Step IV

Failing settlement being reached in Step III, the Union shall notify the Employer in writing within thirty (30) calendar days of the Director or designate decision at Step III, if they are referring the grievance to arbitration. [2012]

15.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the

aggrieved employee, without the consent of the Union. Violation of this section shall result in a grievance being filed at Step III of the grievance procedure. [2012]

15.09 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility, or the Union may request that the aggrieved employee(s) meet at the Union office when the Union deems that the Employer's facilities are not suitable to maintain confidentiality. The Employer shall also supply the necessary facilities for the grievance meetings. [2012]

15.10 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall be in writing, shall be signed by the CAO on behalf of the Employer and shall form part of this collective agreement and are subject to the grievance and arbitration procedure. [2017]

15.11 Failure to Act Within the Time Limits

If the Employer fails to respond to a grievance within the established time limits, the grievance shall automatically be moved to the next step of the grievance procedure. The Union shall be entitled to a maximum extension, upon request, of three (3) months in addition to the thirty (30) day time limit set out in Article 15.07 Step IV. If not processed within this period, the grievance is dropped and deemed settled. [2012]

15.12 Grievance Mediation

A grievance may be submitted to voluntary grievance mediation through the Nova Scotia Department of Labour only if both parties agree and jointly submit a request for grievance mediation to the Director, Conciliation Services in the form required, prior to the expiration of time limits set out in Article 15.07 Step IV. This signifies both parties' agreement to extend or suspend the time provisions contained in Article 15.07 Step IV. The parties agree to the procedures and terms set out by the Department of Labour with respect to grievance mediation. The parties further agree that the following shall represent the terms of this Grievance Mediation process:

- (a) The parties agree to waive, extend or suspend all time provisions contained in the Grievance Procedure in the Collective Agreement, with respect to the last step referring to Arbitration;
- (b) Any discussions by the parties or recommendations of the Mediator shall be made without prejudice to any further proceedings, and the parties agree that the Mediator is not a compellable witness in any Arbitration hearing;
- (c) Any recommendations made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through Mediation, within fourteen (14) calendar days after the Grievance Mediation process is concluded;

(d) Both parties shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through Grievance Mediation; provided they do so within fourteen (14) days after the grievance process is concluded, subject to arbitrator availability;

(e) The parties understand the Mediation meetings are not hearings and therefore are not formal;

(f) Any settlement of a grievance referred through this grievance mediation process is not precedent setting;

(g) The grievor will be advised by one or both of the parties of the date and place of this Grievance Mediation, and will be invited to attend;

(h) Any cost incurred by either party is their responsibility. [2012]

Article 16 - Arbitration

16.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee as arbitrator.

16.02 If the parties cannot agree on an arbitrator within seven (7) days after receiving the request, the appointment shall be made by the Minister of Labour upon request of either party.

16.03 (a) In resolving disputes, an arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with The Trade Union Act and not be bound by a strict legal interpretation of the issue in dispute.

16.03 (b) The arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

16.03 (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure. An arbitrator may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

16.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

16.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

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

16.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

16.08 At any stage of the grievance or arbitration procedure, the parties shall have the assistance and cooperation of the Employer or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

Article 17 - Work of the Bargaining Unit

17.01 Persons employed by the Employer, other than students, as defined herein, except in cases of emergency or for job education, external hires of apprenticeships, and co-op training purposes, shall not perform work that is normally performed by employees covered by this collective agreement. [2012]

17.02 If bargaining unit duties are required to be performed during non-working hours, overtime and call-out procedures are to be followed as agreed to in this collective agreement.

17.03 In order to provide job security for the members of the bargaining unit, the Employer agrees to provide the Union with reasons and with a minimum of sixty (60) days notice prior to contracting out work or services performed by members of the bargaining unit if such contracting out will cause the lay off or termination of permanent, full-time employees. [2017]

17.04 (a) All new seasonal, part-time and permanent full-time employees are subject to a probationary period of ninety (90) working days.

17.04 (b) Only full-time permanent employees who have completed the ninety (90) working days probationary period are deemed to be permanent, full-time employees.

17.05 (a) Permanent full-time employees are employees hired to fill permanent positions that have been created or become vacant as determined by the employer.

17.05 (b) Seasonal employees shall be in the Union and shall be employed for seasonal work but are only entitled to the following rights, privileges and benefits as outlined below:

- 1) These employees will be paid at 80% of the union rate for the classification in which they are working.
- 2) These employees will work the hours of work in Article 29 and/or as set out in Schedule "B".
- 3) These employees shall not participate in the benefit plan or the pension plan.
- 4) These employees may fill in for vacations, short term illness and short-term leaves of absence if there are no permanent full-time employees available and willing to accept a temporary assignment in the shop.
- 5) In the case of LTD, extended sick leave or extended Worker's Compensation or other long-term employer approved leaves, the permanent full-time employees will be offered the opportunity by

qualification and seniority to fill the position and then seasonals will be used to back fill the positions temporarily left open by the movement of permanent full time employees.

6) These employees can be used for short term special projects and programs or where a short-term increase in manpower is required.

7) These employees shall not be used to replace permanent full-time vacancies as determined by the employer that occur as a result of retirements, resignations or deaths unless the seasonal employee is the successful applicant.

8) A seasonal employee who is awarded a permanent full-time position shall be credited with time worked from the most recent date of employment.

9) Seasonal employees will not work overtime.

10) (i) There shall be a separate seasonal seniority list.

(ii) Seasonal employees shall accrue seniority from their date of hire in accordance with Article 25.01, subject to having successfully completed the probationary period.

(iii) Lay-off and recall shall be in accordance with Article 26.

(iv) Seasonal employees who have completed a period of sixty (60) working months of employment shall be deemed to be permanent employees and shall be entitled to all the rights and conditions of the Collective Agreement.

11 (a) The Employer agrees to provide all seasonal employees covered by this collective agreement with the following items of protective clothing where required as determined by the Employer

- coveralls or overalls
- hard hat (C.S.A. approved)
- work boots or safety shoes – steel toe, steel shank, chemical resistant
- hearing protection (hard hat clip-ons or inserts)
- gloves
- steel-toes rubber boots
- rain-gear [2015]

11 (b) Employees will be provided with Safety Equipment pursuant to Article 13. [2015]

12) The holidays following below shall be considered paid holidays for Seasonal employees

- a) New Year's Day
- b) Nova Scotia Heritage Day
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Remembrance Day
- h) Christmas Day

[2017]

Seasonal employees shall be paid one day's pay at their regular rate of pay for all holidays listed in Article 17.05 (b) (12), provided they are working on the working day preceding and the working day following the holiday. [2015]

13) Provided a Seasonal Employee has worked one (1) season and is employed at the end of the season and is recalled the next season, they shall be entitled to the following:

(a) For the relationships as defined in Article 9.05 (b), (c) and (d) seasonal employees shall be

granted compassionate leave with pay and without loss of seniority for a period up to eight (8) hours;

- (b) Each seasonal employee shall be entitled to up to eight (8) hours paid sick leave when they confirm to the Employer through illness, injury or accident, (defined as physical or mental condition(s) resulting in diminished functional capabilities and for which payment is not received by the employee under the *Workers' Compensation Act*), they are unable to perform work for the Employer; [2017]
- (c) All seasonal employees shall be entitled to leave with pay, up to eight (8) hours. This leave approval is subject to operational requirements. Block-out dates during the season may apply;
- (d) All leaves outlined in a-c above must be taken and will not be paid out if unused out nor does this leave accumulate or carry forward to a future year. If an employee fails to complete a full season of work they are required to repay these hours and this may be deducted from their final pay. [2015]

17.05 (c) A student employee is one who is employed to do labour work for the employer between April 15 and September 1.

- 1) These employees are not subject to the terms of the collective agreement.
- 2) These employees will be paid 70 % of the labourer rate.
- 3) These employees shall be employed for a maximum of three (3) seasons.
- 4) The employer agrees not to employ students when permanent full-time employees are on layoff.
- 5) Students shall pay union dues.
- 6) Students will not work overtime.
- 7a) The Employer agrees to provide all students covered by this collective agreement with the following items of protective clothing where required as determined by the Employer:
 - coveralls or overalls
 - hard hat (C.S.A. approved)
 - work boots or safety shoes – steel toe, steel shank, chemical resistant
 - hearing protection (hard hat clip-ons or inserts)
 - gloves
 - steel-toes rubber boots
 - rain-gear [2015]
- 7b) The Employer agrees protective clothing shall be provided pursuant to Article 12. And Safety Equipment will be provided pursuant to Article 13. [2015]
- 8) The following shall be considered paid Holidays for Student employees
 - a) Good Friday
 - b) Canada Day

Student employees shall be paid one day's pay at their regular rate of pay for all holidays listed in Article 17.05 (c) (8), provided they are working on the working day preceding and the working day following the holiday. [2015]

17.05 (d) A permanent part-time employee is an employee who works for Sackville Sports Stadium or Halifax Forum and is regularly scheduled for not more than 24 hours per week and is covered under the conditions as set out in Schedule "D". [2017]

17.05 (e) The use of Seasonal, Student and Permanent Part-time employees is designed to address changing operational requirements and is not designed to eliminate permanent full-time bargaining unit positions.

Article 18 - Job Classification and Reclassification

18.01 The Employer shall prepare a new job description when the duties of any job are changed or increased substantively, or where a new job is created or established and when such occurs the rate shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate or pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

18.02 Existing classifications shall not be eliminated without the prior agreement of the Union.

Article 19 - Clothing Policy

19.01 Supply of/or Allowance for Work Clothing or Uniforms

No employee covered by this collective agreement shall be required to wear a uniform or other provided clothing unless mutually agreed between the Union and the Employer.

19.02 In areas where the Union and the Employer have agreed to uniforms, the Employer shall provide all uniforms or clothing that are to be worn on duty.

19.03 All uniforms and clothing issued by the Employer shall be made in Canada and shall bear a recognized union label where possible.

19.04 Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the employee to clean, launder and maintain all supplied clothing or uniforms. Where laundry facilities are provided on site, under no circumstances is employee clothing to be cleaned in machines used for any other purpose other than cleaning work clothes or uniforms.

19.05 Uniforms or work clothing shall be recognized as separate and different from protective clothing as provided for in Article 12. Uniforms or work clothing shall not be substituted for protective clothing, and protective clothing shall not be substituted for uniforms or work clothing.

19.06 The Employer shall provide protective clothing for employees at the Police Station who perform cleaning duties in the area of the jail cells.

Article 20 - Overtime

20.01 All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 6.01 shall be considered overtime.

20.02 Overtime work before or after the regular scheduled hours shall be paid for at the rate of time and one-half, except as otherwise specified in this collective agreement.

20.03 Compensation for Work on the Sixth or Seventh Day not Regularly Scheduled

Overtime work on any sixth day shall be paid as follows: the first eight (8) hours at the rate of time and one-half (1 ½); all other hours at the rate of double (2) time. Overtime work on the seventh day shall be paid at the rate of double (2) time. For the purpose of overtime, employees working a four (4) day - forty (40) hour week shall be paid on the fifth and sixth days at one and one-half (1 ½x) for the first 8 hours of each day, and double (2x) for all remaining hours worked; and on the seventh day, double (2x) the regular rate of pay for all hours worked.

20.04 Overtime work on a paid holiday shall be paid at the rate of double time (2x) for work performed. For Christmas Day or New Year's Day, the rate shall be double time and one-half (2 ½) plus another day off without loss of regular pay at a time mutually agreed upon by the employee and the employer.

20.05 Distribution and Record of Overtime

20.05 (a) If required, overtime shall be offered on a rotational basis to those qualified employees in the shop of a section within the depot of the region. [2012]

20.05 (b) If the employees in a shop who are qualified to perform the work are unavailable or wish to refuse the work, or if not enough employees are available, the Employer shall, on a rotational basis, offer the work to other qualified, available and willing employees first in other shops of the same section and depot, and then by shop in the same section of another region. If not enough employees are available, the work shall be offered to other qualified employees first within the other shops in the depot and then to another section in the region the work is to be performed. [2012]

20.05 (c) The Employer shall keep lists of all overtime offered, all overtime worked, and all overtime refused by each employee. At least every four (4) weeks, this list shall be posted and a copy provided to the Union.

20.06 Employees who are required to work overtime, continuous with their shift or on a call-in with less than four (4) hours' notice, shall be paid a meal allowance of \$2.00 per hour of overtime worked.

20.07 Maximum Working Hours

Employees shall not be required to work more than 16 continuous hours without an 8 continuous hour break.

20.08 Time Off in Lieu of Overtime Pay

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreed upon by the employee and the Employer,

provided that time off is requested at least one week in advance or less if approved by the Employer. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate. Overtime may be carried into the next fiscal year but the maximum numbers of hours that may be taken in time off is eighty (80) hours. All other overtime hours shall be taken as pay.

20.09 Assignment of Overtime

If all employees have refused overtime, the Employer shall require the most junior qualified employee(s) in the shop, section, depot, by region to do the overtime work. [2012]

20.10 Partial Hours

All employees covered by this collective agreement required to work overtime for a partial hour of less than thirty (30) minutes will receive a minimum of one-half ($\frac{1}{2}$) hour pay at the applicable overtime rate. Any employee required to work beyond one-half ($\frac{1}{2}$) hour but less than one hour will receive a minimum of one (1) hour pay at the applicable overtime rate.

20.11 Working Lunch Breaks

All employees covered by this agreement who are requested to work and do work through their normal lunch period shall be entitled to and shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate of pay, provided, however, that if such work is performed on a Saturday, Sunday or a holiday as defined in Articles 20.03 and 20.04, such employee shall be entitled to and shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the prevailing rate.

20.12 Rate Continues

An employee required to work any part of the rest period provided in Article 20.07 shall be paid double time their rate of pay plus their regular rate of pay for all hours worked until they have had a rest period of at least eight (8) hours. This shall be in addition to any pay the employee is entitled to receive in Article 20.07. [2017]

20.13 Missed Overtime Opportunity (for both main agreement and Winter Works Operations)

If an employee is missed on the overtime rotation, such employee will be given the next available overtime opportunity. The employee will be paid the greater of the two overtime opportunities. For example, if an employee misses an eight (8) hour overtime opportunity at double the overtime rate and the next available overtime opportunity is six (6) hours at time and one half, the employee will be paid eight (8) hours at double the overtime rate. If such opportunity is not made available within thirty (30) calendar days, the missed overtime shall be paid out. There shall be no claims from other employees as a result of this make-up overtime. [2017]

20.14 (a) Employees who are away from work during regular working hours for scheduled physician's appointments shall be eligible to work overtime provided they inform the Employer before the end of their regularly scheduled shift of their availability.

20.14 (b) Employees who are on an approved sick leave are not eligible to work overtime until they return to work for their next scheduled shift. [2012]

20.15 A continuance is defined as overtime continuous with a regular shift to complete a task/duty up to a maximum of three (3) hours. [2015]

Article 21 - Call Out Pay

21.01 Call Out Pay Guarantee

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave. [2017]

21.02 Employees, if required to be responsible for scheduled weekend plant checks, shall receive compensation for plant checks at the rate of three (3) hours for Saturday and three (3) hours for Sunday at the applicable overtime rates.

21.03 Overlap

When an employee is called in early and works into a regular shift, the employee receives four (4) hours' call-out pay if the employee works a minimum of two (2) hours. When the employee begins their regular shift, the employee's rate is at straight time. [2017]

Article 22 - Labour Management Committee

22.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The mandate of the committee is to further the interests of improved service to the public, ability of management to manage competently and job security for the employees.

22.02 Meetings of Committee

The Committee shall meet at least once a month on the last Thursday of the month. Agenda items must be received one (1) week prior to the scheduled meeting. However, LMC meetings may, by mutual agreement be canceled postponed or adjourned. Meetings will begin at one (1) p.m. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Union members of the Committee will be given the Thursday morning of the meeting off with pay to prepare for the meeting. Employees shall not suffer any loss of pay for

time spent attending such meetings. The parties may appoint alternates to their members and the alternate may attend any LMC meeting in the absence or unavailability of the regular member. [2017]

22.03 Chairperson of Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

22.04 Minutes of Meetings

An Employer and Union representative shall be designated as joint minute takers and will alternate each meeting. Unapproved minutes will be sent out 2 weeks prior to the next meeting to the committee for review. Once approved at the next meeting minutes can be distributed by both parties. [2012]

22.05 Training Committee

The Training committee is a sub-committee of the Labour Management Committee and shall meet as required. [2012]

22.06 Duty to Accommodate Committee

The Duty to Accommodate Committee will become a standing committee, and will be a sub-committee of the Labour Management Committee. The Duty to Accommodate Committee shall meet as required and annually in the first week of September. [2012]

Article 23 - Discharge, Suspension or Discipline

23.01 Principle of Innocence

Both parties agree that an employee is considered innocent until the Employer has proven just cause, therefore, in the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

23.02 Discipline Procedure for Discharge or Suspension

The employee shall be notified in writing by the Employer, with full disclosure of reasons, grounds for action and/or penalty, with a copy to the Union. The Employer may allow an employee to continue their employment throughout the grievance and arbitration process. [2017]

23.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

23.04 Designation of Supervisor

Every employee shall be notified by the Employer of the name of their immediate designated supervisor. In the event that an employee is transferred or recalled from lay off, the employee shall again be notified by the Employer of the name of their immediate designated supervisor. [2017]

23.05 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the personal right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lock out is in effect.

Article 24 - Proper Accommodation

24.01 Proper accommodation shall be provided for employees to have their meals and to store and change their clothes. The Employer must provide access to sanitary lunch room facilities that include washroom facilities. The Employer shall maintain the existing shower and wash up facilities. [2017]

24.02 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools for exchange. Employees who supply their own tools to supplement the tools supplied by the Employer shall include but not be limited to:

- Mechanics
- Auto Body Persons
- Light Equipment Service Persons

These employees shall receive a yearly tool allowance of \$350.00 per person. Employees who supply their own tools for the work of the Employer shall have any worn or broken tools replaced by the Employer on an exchange basis with a tool of equal quality. Employees not included in the list above for tool allowance shall not be required or permitted to supply their own tools.

24.03 Personnel Records

The personnel records of an employee or former employee shall not be shared in any manner with any other employer or agency without the prior written consent of the employee concerned. Upon five (5) working days after receiving written notice from an employee, the Employer shall make

available during working hours an employee's complete personnel file. The employee shall be able to make a written response to anything in the employee's file, and such response shall become part of the employee's permanent file.

24.04 Adverse Report

When a complaint is received from a member of the public regarding an employee, the Employer will provide the employee with written notification of the complaint within five (5) working days from when the Employer is able to identify the employee and the particulars of actions forming the basis of the complaint. If the lack of information in the complaint makes it necessary for the Employer to conduct an investigation to determine the identity of the employee or particulars of actions forming the basis of the complaint, the Employer will, within five (5) working days of ascertaining that information, notify the employee in writing, with a copy to the Union. The employee's reply to such complaint shall become part of their record. Any such letters of complaint shall be subject to grievance and arbitration procedures. [2017]

The record of an employee shall not be used against the employee at any time after twenty four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no further disciplinary action of a similar nature occurred during that period. [2017]

Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

24.05 Letter of Reference

On termination of employment for any reason, upon the employee's request, the Employer shall provide a letter of reference.

24.06 Communication to Members

Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours.

24.07 No Strike/Lockout [2017]

The Union agrees that there shall be no strike during the term of this collective agreement, and the Employer agrees that there will be no lockout of the members of the bargaining unit during the term of this agreement. The words "strike" and "lockout" shall be as defined in The Trade Union Act.

24.08 Collection of Fees and Other Charges

The Employer agrees that no employees covered by this agreement shall be required or permitted to collect any fees or ice rental charges or other charges on behalf of the Employer.

24.09 (a) Written Assessments

When any supervisor or manager is required to do yearly employee evaluations or written assessments of employees, such evaluations or assessments must be presented to employees in a meeting, and a copy of any evaluation or assessment must be given to the employee. The employee shall then have an opportunity to object and respond in writing if they so wish. If such evaluations or assessments are to be included in an employee's personnel record, a copy of any employee response must also be included in the employee's personnel record. [2017]

24.09 (b) No bargaining unit member shall be required or permitted to submit a written assessment or employee evaluation of other employees within the bargaining unit.

24.10 The Employer will maintain reasonable insurance to cover the civil liability of members where members act within the scope of their duties.

24.11 Suspension of License to Operate

In the event an employee suffers the suspension of a license which is required to perform their regular position, for a period of thirty (30) calendar days or less and it is a first offence, the employee will be temporarily reclassified to the classification of Labourer. Such classification will not result in the displacement of other employees. If a second offence occurs, or the first offence is for more than thirty (30) calendar days, the Employer will make a determination as to an appropriate course of action by taking into consideration all relevant factors including the Employer's legal accommodation obligations where applicable. An employee whose license is suspended must notify their supervisor of this suspension within twenty-four (24) hours of the suspension where possible. [2017]

24.12 Crew Chief

The crew chief, appointed by the supervisor daily, on an as needed basis, will be responsible for the following functions, including:

- directing employees, including immediately notifying management of misconduct or absences;
- liaising with Fleet as necessary regarding equipment maintenance;
- scheduling including time sheets completion as required;
- work planning to ensure daily work flow;
- purchasing of goods and materials to ensure work flow;
- ensuring on-site safe work practices are followed; and
- traffic control when required. [2012]

When not actively engaged in the Crew Chief functions identified above, the Crew Chief will be required to work in their classification. The appointment of a Crew Chief will be for a period of not less than an entire shift and shall be of the senior qualified employee in the shop, and if necessary section and depot by division. Crew Chiefs will not be used to replace supervisors for vacation or sick leave. [2012]

The normal hours of work will be as identified in article 29.01, except for those positions on shift, where the normal shift hours will apply. Shift work is involved during compulsory Winter Works Operations in some sections.

Rate of pay for this position will be 12.5 % per hour above the employee's regular rate.

Eligibility for participation in the Crew Chief Training Program will be posted under the provisions of Article 27. [2012]

24.13 Mobile Mechanics shall receive not less than ten (10%) above their regular rate. The ten 10% would be on top of any negotiated wage rate. (The 10% replaces the \$.80 that the Mobile Mechanics are currently receiving and shift differential will apply in accordance with the collective agreement.)

24.14 Medical Assessment

The Employer agrees to pay the costs associated with a mandatory medical assessment as required by the Registry of Motor Vehicles, including an eye examination, by all employees required to possess a Class 1 or Class 3 license.

24.15 Traffic Signage Stipend

A signer assigned to a worksite as per the Code of Practice adopted by the Employer pursuant to the Temporary Workplace Traffic Control Regulations made under the Occupational Health and Safety Act S.N.S. 1996, c.7 shall be paid a ten per cent (10%) premium over their regular hourly rate.

24.16 Any Employee who drives an HRM vehicle is required to provide the Employer with a Driver's Abstract by providing signed authorization form permitting the Employer to obtain a driver's abstract from the registry of Motor Vehicles. [2015]

Article 25 Seniority

25.01 Seniority is defined as the length of service in the bargaining unit, and shall include service with the Employer or any predecessor Employers, and shall be accumulated from the employee's original date of employment in the bargaining unit for all employees hired after the signing of the 2017-2022 Collective Agreement and on a monthly basis for each month the employee works for employees hired before the signing of the 2017-2022 Collective Agreement. A month shall be the number of days worked divided by 21.6. After the completion of a probationary period of ninety (90) working days, seniority shall be effective from the original date of employment. [2017]

25.02 Seniority shall be used in determining preference or priority after the minimum required qualifications have been met as established by the Employer. [2012]

(i) For promotion, transfers as per Article 27.01(b) greater than thirty (30) days, demotion, lay-off, recall, permanent reduction of the workforce seniority shall operate on a bargaining unit wide basis. **[2012]**

(ii) For scheduling of vacation, vacation entitlement, shift selection, daily assignments and transfers as per Article 27.01 (b), less than thirty (30) days, seniority shall operate per shop, section, depot, building, as applicable. **[2012]**

25.03 (a) A seniority list of all employees covered by this agreement shall be supplied to the Union by the Employer. Such list shall show the name of the employee, the date of hire, seniority in years, months, days and classification. **[2012]**

25.03 (b) Such list shall be amended by the Employer annually after March 1 and forwarded to the Union and posted in the workplace. **[2017]**

25.03 (c) The employees and Union will have 4 weeks to review the list and submit any changes required to be made since the parties had previously signed off the list the prior year. Otherwise the list will remain as is and not be subject to grievance or arbitration. **[2012]**

25.03 (d) After the Employer and Union agreed on any required changes the list will be deemed approved and the parties will sign off the updated list. If the parties are unable to agree on any challenge made by an employee the Union can make a final determination on behalf of the employee. **[2012]**

25.03 (e) Once the list has been signed it will be conclusive evidence of the seniority of each employee until such time as a new list is generated and approved. **[2012]**

25.03 (f) If two (2) or more employees commence work on the same day, the Union will supply to the Employer the order in which the said employees are to be placed on the seniority list. The method of placement shall be a random draw conducted by the union. **[2017]**

25.04 An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, lay-off, leave approved by the Employer or authorized by this agreement, strike or lock-out. An employee shall only lose their seniority in the event:

1) they voluntarily leave the service of the Municipality;

2) they resign in writing and do not withdraw such resignation within seven (7) calendar days;

3) they are discharged for cause and not reinstated;

4) they fail to return to work within seven (7) calendar days following a recall and after receiving notice by registered mail to do so, to their last known mailing address or by personal telephone call. It shall be the employee's responsibility to keep the Employer and the Union informed of their current address and, if available, telephone number. The Employer agrees, upon receipt of satisfactory documentation, to extend the recall notice period due to sickness or other just cause;

5) they accept a non-bargaining unit position after completion of the probationary or trial period attached to the position which shall not exceed one-hundred and fifty (150) working days. Should an employee who has accepted a non-bargaining unit position prove unsatisfactory or choose not to remain in the position during the probationary or trial period which shall not exceed one hundred

and fifty (150) working days, the employee shall be returned to their former position without loss of seniority and at the wage rate of the former position. Any other employee promoted or transferred because of this rearrangement of positions shall be returned to their former position without loss of seniority and at the wage rate of their former position;

6) they are laid off for a period longer than twenty-four (24) months. [2017]

25.05 (a) An employee shall continue to accrue seniority while on maternity/parental leave, Worker's Compensation, leave approved by the Employer and any other leave provided for an employee in this collective agreement or while on periods of approved long-term disability up to twenty-four (24) months, and any period leading up to the approval of such claims. [2015]

25.05 (b) Any employee returning from one of the above-referenced leaves shall be returned to their former position without loss of seniority and at the wage rate of the former position. Any other employee promoted, transferred or temporarily assigned to the position of the employee returning from leave shall be returned to their former position without loss of seniority and at the wage rate of their former position. [2017]

Article 26 - Lay-Offs and Recalls

26.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce.

26.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service; therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

26.03 Recall Procedure

Employees shall be recalled in the order of their seniority as per Article 25.03.

26.04 No New Permanent Full-Time Employees

New permanent full-time employees shall not be hired until those laid off have been given an opportunity for recall.

26.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available. [2017]

Article 27 - Job Postings, Vacancies and Temporary Assignments

27.01 (a) Job Postings

When a position is created or when a vacancy of a temporary or permanent nature occurs, the Employer shall within fourteen (14) calendar days notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of fourteen (14) calendar days so that all members shall know of the vacancy or new position.

27.01 (b)

(i) The Employer agrees to post Temporary vacancies that exceed thirty (30) days. Temporary transfers of thirty (30) days or less do not require posting. If it is determined that the term appointment has to be extended, the successful applicant to the Temporary vacancy shall be extended in the position. The rate of pay for the Temporary position shall be the rate as determined in this collective agreement. When the permanent employee returns to work the employee filling the Temporary appointment shall be returned to their former position and wage rate.

(ii) When an employee is transferred for a period of thirty (30) days or less, such transfer shall be deemed to be an assignment of work to be paid under the provisions of Article 30.03 or Article 30.04, if appropriate, and Article 25.02 shall apply.

(iii) Employees shall report to their regular reporting location and shall return to their regular reporting location by the end of the work day.

(iv) In extraordinary circumstances beyond the control of HRM or involving an immediate public health and safety situation or threat, employees may be required to report to a different location than normal.

(v) Any transfer exceeding thirty (30) days shall be posted as per Article 27.01 (b).

(vi) Distribution of overtime shall be in accordance with Article 20.05 and any employee transferred shall be entitled to overtime at their regular work location.

(vii) Any employee transferred to work in another area shall be assigned the appropriate equipment necessary to perform the work required in the area so assigned.

(viii) If a position becomes vacant thirty-five (35) working days or less after it is initially posted, the Employer may rely on the prior posting to fill the vacancy. **[2015]**

27.02 Information in Postings

Such notice shall contain the following information:

Classification of position, minimum required qualifications as established by the Employer, required knowledge and education, skills, shift, hours of work, wage or salary rate or range, management unit and region of position. [2012]

27.03 No Outside Advertising

No outside applicant for any vacancy inside the bargaining unit shall be considered until the applications of the present Union members have been processed.

27.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- 1) the principle of promotion within the service of the Municipality;
- 2) that job opportunity should increase in proportion to length of service;

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and qualifications to do the job in accordance with Article 27.02. Appointments from within the bargaining unit shall be made within (14) calendar days of posting, whenever possible. The job shall be filled within two (2) weeks of appointment.

27.05 Trial Period

The successful applicant shall be given a trial period of thirty-five (35) working days during which time they will receive the necessary orientation for the position. The Employer shall not end the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be considered permanent in the position and classified after the period of thirty-five (35) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new classification, the employee shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. Where the employee is returned to their former job, the Employer is entitled, notwithstanding any other provision of the Agreement, to elect to not repost and to elect to fill the vacancy from the original competition file. An Employee must submit written request to return. [2017]

27.06 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or terminations of employment within fourteen (14) calendar days of such changes when possible. At the end of each month, the Employer shall post a list of all successful applicants for bargaining unit positions on all bulletin boards.

27.07 An employee, who through advancing years or handicap is unable to perform their normal duties, shall be provided with alternate suitable employment, provided that such employment is available and providing that the employee is qualified to perform the job. [2017]

27.08 Training

Notwithstanding any other provision of the Collective Agreement any training that an employee is mandatorily directed to attend by the Employer is subject to this provision. An employee can, for operational reasons, be mandated by the employer to participate in and successfully complete training on any of the equipment identified within their classification. In such instances, the training roster will be filled in accordance with the following priorities:

- 1) Employees identified as requiring the training to perform their existing duties in accordance with any and all Federal, Provincial or Municipal motor vehicle regulations;
- 2) Employees identified as requiring refresher training in order to re-certify on specific equipment for which they have already received training but due to either specified re-certification requirements or atrophy of skills, require additional training;
- 3) Remaining spots if available, at no additional cost to the Employer, will be posted for a minimum of seven (7) days through the Expression of Interest process, and individual applicants will be selected based upon the senior qualified being offered first. [2012]

Mandatory training outside an employee's regularly scheduled hours shall be paid for pursuant the overtime provisions of this Agreement. An employee who attends voluntary training on their time off will be compensated at straight time or the employer may reschedule the employee's hours of work or shift in order to facilitate attendance at training at the regular rate of pay. [2017]

All employees who apply for any of the training opportunities pursuant to this article shall have their application recorded in their personnel file (or personal training file, which will be maintained by the Training Supervisor). [2012]

While on any course authorized by the Employer all employees shall be considered on duty and covered by this Agreement. [2012]

Notwithstanding any other provision of the agreement, including an employee's current classification or any other employee's classification or the seniority provisions, the employer may direct that an employee perform the functions for which they are trained and this shall not be a violation of any work assignment or seniority provision of the Agreement. [2017]

27.09 Training Courses

(a) The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- type of course
- time, duration and location of course
- minimum qualifications required

(b) This bulletin shall be posted for a period of one (1) week on bulletin boards in all business units to afford all interested employees an opportunity to apply for such training. [2012]

(c) Time spent in such training shall be compensated as per Article 27.08. [2012]

27.10 Difficult to Fill Positions

27.10 (a) When necessary for employee recruitment, the Employer may provide a new hire with a recruitment bonus. The Union will be informed of any recruitment bonus paid. [2012]

27.10 (b) When the Employer experiences difficulty in recruiting employees for certain positions because of the rate of pay, the Employer shall have the right to pay the difficult to fill position above the wage scale set out in Schedule “A” and the Union will be notified of this. All incumbents actively at work in positions the Employer confirms as identical will have their pay rate adjusted on the same date. The Employer retains the right to adjust such employee’s wage rate back to the wage rate set out in Schedule “A” and the employees will be given six (6) months’ notice in writing of this change. Nothing in this article limits the Employer’s discretion to choose between Article 27.10 (a) or (b) or to apply both in its discretion. Employees paid above scale are not entitled to collective agreement increases pursuant to Schedule “A”. Instead they will be subject to annual market reviews by the Employer during the term of this agreement. [2012]

Article 28 – Union Bulletin Board [2015]

28.01 The Employer agrees to provide bulletin boards that are clearly marked “Halifax Civic Workers Union, Local 108”. These bulletin boards are to be erected at every depot or worksite where employees of this bargaining unit regularly report to work. [2015]

Article 29 - Hours of Work

29.01 (a) The regular daily hours shall not commence before 7:00 a.m. nor finish later than 4:00 p.m. except as hereafter provided. [2017]

29.01 (b) The Employer shall, subject to operational requirements, provide a one-half hour lunch period, including travel time, between 12:00 p.m. and 12:30 p.m., where the lunch cannot be provided at this time the Employer shall assign an alternate one-half hour paid lunch period including travel time between the hours of 11:30am and 1:30pm.

29.02 Regular Weekly Hours

The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week, except as hereafter provided.

29.03 Working Schedule

29.03 (a) The working schedule of employees who work other than the regular daily or regular weekly hours may only be established after consultation with the Union and the Employer. The Employer, after consultation with the Union during collective bargaining, shall set forth the working schedule of each business unit, hereafter referred to as Schedule “B” of this agreement. The hours and days of work of each employee shall form a portion of Schedule “B” of this

agreement. Schedule “B” may, after consultation with the Union, be modified to meet reasonable operational requirements. Schedule “B” is exclusive of Article 33 – Snow and Ice.

29.03 (b) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Neither the schedule of hours nor the shifts of employees may be changed without consultation with the Union, in which case, seven (7) working days’ advance notice must be given to affected employees.

29.03 (c) All shifts shall include a paid one-half (½) hour meal period which shall be included as part of the regularly scheduled work period.

29.04 Rest Periods

Employees shall be given a fifteen (15) minute rest period in the first half and in the second half of each shift. Such time shall be considered as time worked. [2012]

29.05 Requirement to Work Shifts

The Employer agrees that the seniority of qualified employees shall be given preference in selection of shifts. No employee shall be required to work a shift schedule against their wishes when other employees are available and qualified to perform the required work. If the numbers required to work shift work are insufficient, the shift work shall be allocated on the basis of seniority. Seniority shall be in reverse order. No employee shall be required to remain on shift if they have requested a change, in writing, to the Employer and as long as there is a qualified employee willing to work the shift in question. The Employer shall make such changes within ten (10) days of receiving the written notice from the employee. [2017]

29.06 Shift Change-Over

The choice of shifts shall be as stipulated in the collective agreement. In shift changeovers, as related to 29.06, no employees covered by this collective agreement will lose any time or pay by virtue of the change in shift.

29.07

Where more than four (4) hours of overtime are worked, employees shall be entitled to a paid meal period, and after each additional four (4) hours of overtime worked, employees will be entitled to an additional paid lunch period.

Article 30 - Payment of Wages & Allowance

30.01 Pay Day

The Employer agrees that effective November 1, 2012, all employees covered by this collective agreement shall be paid in accordance with the rates of pay for each position as set out in Schedule “A” hereto annexed and forming part of this agreement. [2012]

30.02 (a) The Employer agrees to pay all employees biweekly by direct deposit payroll, and each employee shall be provided with a statement showing all amounts paid or deducted for the period and the reasons therefore. A separate statement shall be distributed in a confidential manner and will normally be delivered to the employee's work site on the Tuesday prior to the Thursday of pay week. All employees are to be paid by twelve (12) noon of every second Thursday.

30.02 (b) Errors and Omissions

Any errors or omissions on an employee's regular pay or overtime shall be adjusted no later than twelve (12) noon of the Friday immediately following payday.

30.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this collective agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they perform that job. The date of promotion to the new classification shall become the anniversary date for application. [2017]

30.04 Pay on Transfer - Lower Rated Job

Any employee covered by this agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment. [2017]

30.05 Shift Differential

All employees covered by this agreement and required to work hours of work other than in Article 29.01 shall only be paid a shift differential for each hour worked outside the regular hours of work between 7 am and 4 pm at the rate of \$1.00 per hour. Shift differential shall apply in calculating pay for overtime, sick leave, vacation, holidays and other fringe benefits. (For example, if an employee's schedule requires them to work from 6 am to 2 pm then they would be paid shift differential for 1 hour, between 6 am and 7 am). [2017]

30.06 (a) Travel Allowances

All employees required to use their own vehicles for the Employer's business during working hours, overtime hours, travel for education or training seminars, exams or conferences shall be reimbursed as per the Employer's local travel policy. All travel shall be calculated, submitted and paid as per departmental policy.

30.06 (b) The Employer shall also pay out of town travel costs authorized under the HRM Employment Expense Reimbursement Policy to employees who attend Employer-related business (including conferences and seminars) as per submitted receipts.

30.06 (c) As a condition of employment, the Employer shall not require any employee to own an automobile, and the operation of an employee's automobile, for Employer business, shall be voluntary.

30.07 (a) On Call Provisions

When an employee is advised that they are "on call", that is, immediately available by telephone contact, radio or paging device, the employee shall be paid straight-time wages in accordance with the following schedule:

Monday to Friday inclusive 2 hours pay per day

Saturday, Sunday or holidays three (3) hours pay per day (holidays as listed in Article 6.01)

All hours worked by an "on call" employee shall be paid at overtime rates in accordance with Article 20 - Overtime, and Article 21 - Call Out Pay, of this agreement.

An employee may leave their employment and return home when an employee has completed the work for which they were called.

On call duty shall be divided as equally as possible among the employees in a division or business unit by region, where practical, who regularly perform the work and in whose classification the work falls who are willing to perform the work. [2017]

30.07 (b) The Employer shall post annually a notice requesting names of qualified employees who wish to be placed on an "on call" list.

Employees who qualify to be placed on an "on call" listing as per Article 30.08(a) shall share the "on call" as equitably as possible on a rotational basis.

No employee shall have the right, nor shall the Employer require or expect an employee, to be "on call" unless the provisions of this article are followed except for those employees expressly exempted by other provisions of this collective agreement.

30.08 (a) Educational Allowance

The Employer shall pay the cost of any academic or technical courses approved by the Employer. Requests for academic or technical training shall not be unreasonably denied if the Employer benefits because of upgrading of an employee's knowledge or skills.

30.08 (b) Fees for Classification Ticket Renewals

The Employer shall pay the fees for all tickets required by the Department of Labour for each employee who is required to renew such tickets as a requirement of their classification.

30.09 In addition to the basic wage, persons who do not normally work in live sewers and/or persons working from staging or ladders over twenty (20) feet shall be paid \$0.80 (80 cents) per hour premium.

30.10 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee by virtue of the performance of their employment duties. [2017]

30.11 (a) The Employer shall endeavour in all instances to do work with its own employees and equipment.

30.11 (b) The Union agrees that the current amount of specific work which is presently contracted out by the Employer, prior to the signing of this collective agreement, may be continued to be contracted out until those third party contracts expire.

30.11 (c) Where the Employer intends to renew or replace the above-mentioned contracts with outside or third party contractors, the Employer will provide the Union with thirty (30) days notice, with an estimate of the cost of providing the service by its own workforce and the cost of contracting out such services, recognizing that the cost factor may not be the sole determinant in the decision to contract out.

30.12 An employee shall be given sixty (60) days' notice and severance pay on the basis of four (4) weeks pay at the regular rate for the position last occupied for each year of employment, to a maximum of fifteen (15) months if the Employer (related to tech change):

a) ceases wholly or partly the operations;

b) merges with another employer;

c) changes operating methods; and

d) the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

Article 31- Deferred Salary Leave

31.01 The Employer agrees that all members of the bargaining unit shall be entitled to participate in a Deferred Salary Leave Plan. This plan shall provide employees with the opportunity to take a leave of absence, financed through the deferral of their salary.

31.02 An employee must make written application to the Employer prior to April 30th of the year prior to the year deferral is to commence, requesting participation in the plan.

31.03 Employees who enrol in the plan upon return from leave shall be assigned to their former equivalent position, or, if the position no longer exists, the appropriate terms of the collective agreement shall be applied on the return of the employee. [2017]

31.04 Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the leave of absence shall be as follows:

(a) In each year of the plan preceding the period of the leave, an employee will be paid a reduced percentage of their applicable annual salary. The remaining percentage of annual salary shall be paid, and remain until the end of the deferral, to a recognized financial institution designated by the employee; [2017]

(b) The percentage of annual salary deferred in any one year shall not be less than five (5) percent;

(c) Once the deferred portion of the employee's salary has been paid to the financial institution in accordance with the direction of the employee, the responsibility for the administration or investment of the deferred salary shall rest with the employee.

31.05 While an employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the full, unreduced salary of the employee.

31.06 The employee's benefits, excluding pension, will be maintained during their leave of absence; however, the appropriate premium costs of all benefits shall be paid by the employee during the leave of absence. To facilitate payment for benefits, the employee shall provide at least one month prior to the commencement of their leave pre-authorized, biweekly withdrawal documentation allowing for payment to cover the term of the leave of absence. [2017]

31.07 While on leave, any benefits tied to salary shall be structured according to the salary the employee would have received in the year prior to taking leave had they not been enrolled in the plan. L.T.D. will not start until the employee returns to work. [2017]

31.08 Sick leave shall not accumulate and cannot be used during the period of leave.

31.09 The period of leave shall be considered as a period of pensionable service, subject to any Revenue Canada restrictions, and the employee shall accrue seniority.

31.10 Deductions for income tax, employment insurance and other authorized withholdings are to be made from the reduced gross salary with the exception of the period of leave. The premium for long-term disability shall be based on 100% (one-hundred percent) of salary and 100% (one-hundred percent) of pension contributions in the years of deferral and the year prior to the period of leave for the period of leave, subject to any Revenue Canada restrictions. Contributions to pensions and employment insurance will continue to be matched by the Employer. Employees shall be responsible to pay their contributions.

31.11 Employees shall be eligible under the Deferred Salary Leave Plan to request leaves of either six (6) or twelve (12) month periods.

31.12 An employee may withdraw from the Deferred Salary Leave Plan at any time upon giving written notification to the Employer, provided the employee has not started the leave.

Article 32 Employee Assistance Program

32.01 The Employer and the Union recognize that all workers may experience difficulties in life as a result of conditions at work, as well as in their personal living habits and relationships. The parties also recognize that in some of these situations it is beyond the worker's ability to solve these difficulties without professional assistance. The parties accept that everyone in the workplace has some responsibility to ensure that the human resources of the Union and the resources of the Employer are used constructively and collaboratively to help employees in distress.

32.02 It is recognized that it is in the interest of both parties to establish and maintain an employee and family assistance program. The program is provided by a third party specializing in the provision of professional counselling services and shall be the financial responsibility of the Employer.

32.03 The responsibilities of the service provider shall include the operation and administration of the program, provision of information about the programs and services available to employees, while maintaining confidentiality of the program. The provider shall be responsible to provide the Employer and the Union with utilization statistics to be used for the purpose of the program.
[2012]

32.04 The Union shall have representation on the Corporate EFAP Consultation committee, which is comprised of representatives from all HRM employee groups (union and non-union) and chaired by Workplace Health Services. The role and function of the committee is outlined in a Terms of Reference established by the committee. The Employer shall be advised of the name of the Union representative and their designate. [2012]

Article 33 Winter Works

33.01 Development of Winter Works Operations

The Winter Works Operations are set out in Schedules C and C1 attached hereto and forming part of this Collective Agreement.

Article 34 Benefit Plan

34.01 Benefit Plan

(a) Effective November 1, 2009, subject to plan carrier requirements, each permanent full time employee and permanent part time employee (who are paid a minimum of twenty hours per week) shall participate in the Group Benefits Plans established by the Union and the Employer as described in the "Schedule of Benefits", as may be amended from time to time by the Union and the Employer.

(b) The "Schedule of Benefits" shall include Extended Health benefits, Dental benefits, Life Insurance benefits (including Optional, Spouse and Dependant Life), Long Term Disability

("LTD") benefits, and Accidental Death and Dismemberment (AD&D) benefits.

(c) The Employer shall select and contract with external providers to provide the benefits described in the "Schedule of Benefits" and the Employer may, if it determines it appropriate, contract with an insurance carrier to provide claims administration, and the costs of such administration will form part of the overall benefit costs. In addition, the costs of an internal HRM administration resource shall form part of the normal overall benefit costs to be shared between the parties.

(d) Subject to the negotiated "Schedule of Benefits", the Employer shall negotiate premium levels with insurance carriers to determine the appropriate rate of premiums in order to ensure that the benefit programs remain financially viable and sustainable.

(e) Exclusive jurisdiction with respect to the determination of eligibility for coverage and eligibility for benefits described in the "Schedule of Benefits" shall vest solely in the insurance carrier(s) and/or administrative service providers, as applicable, and these decisions are not subject to grievance or arbitration under the terms of the Collective Agreement.

(f) To facilitate effective management of the benefit plans described in the "Schedule of Benefits", the Parties shall form a Joint Benefit Committee which shall review premiums, plan usage, renewal, administration and costs and may meet with the insurance carrier(s) from time to time to discuss the various components of the benefits described in the "Schedule of Benefits."

(g) The Employer shall share with the Union, through the Joint Benefit Committee, all relevant financial and contractual information used to determine plan costs and renewal rates.

(h) During the term of the Collective Agreement, the parties may agree to make changes to the "Schedule of Benefits", to reduce the costs of said benefits as may be permitted by insurance carrier(s).

(i) Subject to eligibility requirements, re-enrolment in the Extended Health, Group Life, Optional Life, Spouse and Dependant Life, LTD, and AD&D plans shall be annually. Re-enrolment for the Dental plan shall be every three (3) years. Notwithstanding the foregoing, benefit selections may be changed within thirty-one (31) days of a significant life change (i.e. marriage, divorce, birth, death, etc.)

34.02 Benefit Plans Funding

(a) For the purposes of determining the premiums for the benefits detailed in the "Schedule of Benefits", Full time permanent and eligible permanent part time employees will be treated as one group which is a separate group (from other HRM employees) with segregated claims experience and accounting.

(b) Subject to the terms, conditions and limitations outlined in Article 34, commencing November 1, 2009, the Employer shall cover up to fifty per cent (50%) of the overall costs of the benefit plans described in the "Schedule of Benefits" for Full time permanent and eligible permanent part time

employees. Full time permanent employees and eligible permanent part time employees shall contribute the remaining amount of the overall costs of the Benefit plans.

(c) The costs of Optional Life and Dependant Life benefits as outlined in the "Schedule of Benefits" shall be borne one hundred per cent (100%) by the Employee and shall not form part of the overall costs of the benefit plans to which the Employer contributes.

(d) Employee premiums shall first be applied to the costs of the LTD benefits plan with the intention that the LTD benefits will be non-taxable. In order to ensure this continued tax effective design, no portion of the Employer contribution shall be used for funding the LTD benefits plan. In the event that the full cost of the LTD benefits plan exceeds fifty per cent (50%) of the overall costs of the benefits detailed in the "Schedule of Benefits", the employer contribution will reduce by the amount the LTD program costs exceed fifty per cent (50%) of the overall benefit costs of the benefits detailed in the "Schedule of Benefits".

(e) The Plan year shall be April 1st to March 31st and, subject to plan carrier requirements, plan renewal shall be effective April 1st. For purposes of 34.02(f) if there are less than twelve (12) calendar months between renewals, the renewal basis shall be prorated for the number of months since the last renewal.

(f) Under no circumstances shall the Employer contributions established at each renewal be greater than the previous year's Employer contributions plus ten per cent (10%). If the overall plan costs are projected to increase by more than ten per cent (10%) of the overall plan costs from the previous benefits year, the Joint Benefits Committee shall meet to determine if the benefits outlined in the "Schedule of Benefits" should be changed to reduce overall plan costs to within the previous year's overall plan costs plus ten per cent (10%). If the Joint Benefits Committee cannot agree on amendments to reduce the overall plan costs within thirty (30) days of the renewal date, then the amount of overall plan cost increase that exceeds the previous year's overall plan costs plus ten per cent (10%) shall be added to the Employee premiums.

This additional cost shall be fully paid by the Employee and is not subject to any Employer cost share as set out in Article 34.

(g) If the actual overall plan costs are found to be in excess of the previous year's projected overall plan costs, the deficiency created shall be added to the next year's overall plan cost projections. If the actual overall plan costs are found to be less than the previous year's projected overall plan costs, a portion of, or the entire excess created, as agreed by the Employer and the Union through discussions at the Joint Benefits Committee may be applied to reduce a future year's overall plan costs.

(h) If upon the negotiation of a subsequent Collective Agreement, the Union should seek to terminate its participation in the Group Benefits Plans as outlined in this Collective Agreement, the applicable participating employees shall be required to pay their portion, as calculated by dividing the number of participants by the outstanding liabilities for the group benefit plans (as proven to the reasonable satisfaction of the Union) related to the Group Benefits Plans prior to termination.

34.03 Benefits While On Leave

(a) Where a full time permanent or eligible permanent part time employee will not be or is not in receipt of pay from the Employer for more than twenty (20) working days in a month, subject to plan carrier requirements, they may be eligible to continue their benefit plans as detailed in the "Schedule of Benefits" during the leave. [2017]

(b) In the instances set out in 34.03 (a), full time permanent employees, and eligible permanent part time employees, shall be responsible for paying the full and total costs of premiums for the benefits described in the "Schedule of Benefits" during the entire leave period via post-dated cheques submitted to the Employer prior to the commencement of the leave. Payment must be current and must be received by HRM within thirty (30) days of its due date. Failure to remit payments to HRM in a timely manner will result in ineligibility of coverage for the benefits described in the "Schedule of Benefits". Where possible the Employer shall notify these employees of the requirement to pay such costs.

Subject to Article 2.10, where an employee fails to meet their obligations to pay for the benefits or where an employee's employment ceases prior to completion of payment, the employee's debt will be set off against any monies owed by the Employer to the employee. [2012]

(c) Notwithstanding 34.03 (a), and subject to plan carrier requirements, full time permanent employees and eligible permanent part time employees who are off work on unpaid leave for Pregnancy and Parental Leave, or where they have applied for LTD and are serving the elimination period, or for the period where the employees are in receipt of LTD benefits for the first 24 months (own occupation period), the Employer may continue to cost share premiums of the group benefit plans in which the employees were enrolled prior to commencing such unpaid leave.

For this employer cost sharing to continue, employee's payments must be current and must be received by HRM within thirty (30) days of the due date. Failure to remit such payment to HRM will result in ineligibility of coverage of the benefits described in the "Schedule of Benefits".

Where possible the Employer shall notify these employees of the requirement to pay such costs. Subject to Article 2.10, where an employee fails to meet their obligations to pay for the benefits or where an employee's employment ceases prior to completion of payment, the employee's debt will be set off against any monies owed by the Employer to the employee. [2012]

(d) An employee may be deemed to be terminated, which includes loss of seniority, if an employee is unable to work due to a continuing sickness, injury or disability, and a period of thirty (30) consecutive months have elapsed without a return to work. This article will be administered in accordance with MOU#1-Duty to Accommodate and Appendix A. [2012]

34.04 Retirees

Full time permanent employees and eligible permanent part time employees who retire or whose employment is terminated on or after November 1, 2009, shall not be entitled to participate in the benefit plans described in the "Schedule of Benefits". Subject to plan carrier requirements, where current insurance carrier(s) allow for conversion options, these employees may pursue, on or after

November 1, 2009, options with such insurance carrier(s) upon retirement or termination of employment. These arrangements are between the employee and the insurance carrier(s), whose determinations in these matters are not subject to grievance or arbitration under the terms of the Collective Agreement.

Article 35 - Pension Plan

35.01 The Employer shall continue to provide a pension plan for all eligible employees. The pension plan shall be a defined benefit pension plan.

35.02 The pension plan shall be the Halifax Regional Municipality Full-Time Employees Pension Plan or any of its predecessor pension plans.

35.03 The parties agree that the Halifax Regional Municipality Pension Plan (the “Plan”) may be amended from time to time in accordance with the text for the Plan. [2019]

35.04 Employees who resign prior to the end of any leave and who have not made their contributions to the pension plan within four (4) weeks of their resignation will lose the option to make such payments.

Article 36 – Compensable Accident

36.01 All employees covered by this collective agreement shall be covered by The Nova Scotia Workers’ Compensation Act.

36.02 When an employee is absent from work by reason of incapacity due to an accident occurring while on duty with the Employer for which a Workers’ Compensation claim has been submitted, the employee shall be entitled to use sick, vacation or overtime bank for the mandatory two-fifths deduction during the first week. [2017]

36.03 The Employer will continue to contribute its portion of health benefits and Pension Plan, however, the employee must make all arrangements to pay their share. [2017]

36.04 The employee will continue to accrue seniority while absent from work.

Article 37 - Effect of Legislation

37.01 All provisions of this agreement are subject to applicable laws, now or hereafter in effect. Changes thereof shall not invalidate any of the provisions of this agreement. The existing rights, privileges and obligations of the parties shall remain in existence.

Article 38 - Term of Agreement

38.01 (a) The term of this agreement shall be from the first day of November, 2017 to the thirty-first day of October, 2022 inclusive and shall continue from year to year thereafter unless either party gives written notice to the other party of its intention to negotiate a new collective agreement.

To be valid, such notice must be delivered by registered letter in the 3 months prior to the expiration of this agreement. [2017]

38.01 (b) Retroactivity

Wage rate increases and overtime only shall be retroactive to November 1, 2015. All other items will be effective the date of ratification or such date as otherwise noted in the Collective Agreement. Employees who have retired or moved to another position outside this bargaining unit within HRM will be included in the processing of retroactivity to the extent that they are eligible. [2017]

38.02 Changes in Agreement

This Agreement may be amended or modified at any time provided that the parties agree and the amendments or modifications are made in writing and duly signed by both parties' authorized representatives. [2012]

38.03 Notice of Changes

Either party desiring to propose changes to this agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party. Within twenty (20) working days of receipt of such notice or such later date as the parties mutually agree, the other party is required to enter into negotiations for a new agreement.

Article 39 - Benefit and Binding

39.01 This agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively. In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

IN WITNESS WHEREOF the Halifax Regional Municipality has here unto caused its Corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

SIGNED, SEALED AND DELIVERED
in the presence of:

WITNESS

WITNESS

HALIFAX REGIONAL MUNICIPALITY

)
)
)
) Per: MAYOR
)
)
)
) Per: CLERK
)
)

HALIFAX CIVIC WORKERS' UNION/
CUPE LOCAL 108

)
)
)
) Per: PRESIDENT
)
)
)

SIGNED THIS _____ DAY OF _____, 2020

Schedule “A” - Scale of Wages

Schedule A Note:

Changes to Schedule A wages	
November 1, 2017	2.0% wage increase
November 1, 2018	2.0% wage increase
November 1, 2019	1.0% wage increase
November 1, 2020	1.25% wage increase
November 1, 2021	1.5% wage increase

Schedule “A” - Scale of Wages

Classifications	November 1, 2017	November 1, 2018	November 1, 2019	November 1, 2020	November 1, 2021
GROUP ONE MAINTENANCE WORKERS Custodian Labourers Winter Works Labourer	\$ 22.24	\$ 22.68	\$ 22.91	\$ 23.19	\$ 23.54
GROUP TWO TECHNICAL I Custodian (Floating) Technical Helper Asphalt Raker Asphalt Roller Operator Garage Helper Welder B Tradesperson Helper Storeperson Utility Operator 3/ Utility Worker Winter Works Operator 3	\$ 23.16	\$ 23.63	\$ 23.86	\$ 24.16	\$ 24.52
GROUP THREE TECHNICAL II Cement Finishers Gardener Tree Trimmer B Utility Operator 2 Traffic Sign & Marking Technician	\$ 23.96	\$ 24.44	\$ 24.68	\$ 24.99	\$ 25.37

Cemetery Attendant Plant Operator 2 (1 ticket) Small Maintenance Repairperson Pool Operator Painter Without Ticket Building Service Technician Sportsfield Technician Playground Technician Winter Works Operator 2					
GROUP FOUR HEAVY EQUIPMENT OPERATOR Utility Operator 1 Tree Trimmer A Sign Painter Winter Works Operator 1	\$ 24.54	\$ 25.03	\$ 25.28	\$ 25.60	\$ 25.98
GROUP FIVE Chief Plant Operator 2 (1 Ticket) Chief Stationary Engineer Service Advisor Plant Operator 1 (2 tickets)	\$ 25.77	\$ 26.28	\$ 26.54	\$ 26.88	\$ 27.28
GROUP SIX SUBTRADES Light Equipment Service Person	\$ 26.97	\$ 27.51	\$ 27.78	\$ 28.13	\$ 28.55
GROUP SEVEN Lead Hands *Winter Works Lead Hand	\$ 27.19	\$ 27.74	\$ 28.01	\$ 28.36	\$ 28.79
GROUP EIGHT TRADES/SPECIALIZED POSITIONS Building Trades Person (until October 31, 2019) Chief Plant Operator I (2 Tickets) Fleet Trades Person	\$ 29.43	\$ 30.02	\$ 30.32	\$ 30.69	\$ 31.16
GROUP NINE Burner Mechanic (with Tech 1 Gas Fitter Ticket) Building Trades Person (effective November 1, 2019) (Group 8 plus \$1.00)	\$ 30.43	\$ 31.02	\$ 31.32	\$ 31.69	\$ 32.16

GROUP TEN * Fleet Trades Person (Market Adjustment)	\$ 32.23	\$ 33.63	\$ 34.52	TBD	TBD
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*Rate of pay pursuant to Article 27.10 [2012]

List (1) U3	List (2) U2	List (3) U1	
¾ ton ½ ton 1 ton Cube van Sidewalk Sweeper	3 ton 5 ton Compactor Truck Condition 15 Trackless Ice Resurfacer *Any other vehicle with a GVW of 4500 kg's or greater.	Loader Tandem Street Sweeper Grader Backhoe 10 Ton Roller	a) Paint Truck b) Chipper c) Mini Excavator d) Skid Steer e) Bucket Truck f) Compressor g) Kubota, Tool cat, Small Uni-loader, Ride on Mower, Gator h) Tag Trailer

[2017]

1. Streets Utility 1
 - (1), (2), (3)
 - h)
2. Tree Trimmer
 - (1), (2), (3)
 - b), c), d), e)
3. Utility 2 Hardscapes, Softscapes, Enhanced Maintenance Area
 - (1), (2),
 - b), c), d), e), f), g), h)
4. Sportsfield/ Playground Technician
 - 1), (2),
 - b), d), g)
5. Gardener
 - 1), (2),
 - d), g)

- 6. Traffic Sign & Marking Technician
 - 1)
 - a), d), e), f)
- 7. Cement Finisher
 - 1), (2),
 - d), f),
- 8. Asphalt Raker (U3)
 - 1)

Schedule “B” - Hours of work

FLEET Garage Mechanics

Corporate Fleet Division [2015]	Monday - Thursday	4:00 pm - 2:00 am
Police	Tuesday - Saturday	9:00 am - 5:00 pm
	Wednesday - Sunday	8:00 am - 4:00 pm
Service Advisors	Monday – Friday	7:30 am – 3:30 pm

[2017]

Finance

Procurement Services (Stores)	Monday - Thursday	4:00 pm - 2:00 am
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[2017]

PARKS AND RECREATION (outside the period designated for Winter Works operation, which is presently the third 3rd Monday in November to the first Friday in April)

[2015]

Shift 1	Monday - Friday	7:00 am - 3:00 pm
Shift 2	Wednesday - Sunday	7:00 am - 3:00 pm
Shift 3	Monday - Friday	6:00 am - 2:00 pm
Shift 3	Monday - Thursday	7:00 am - 5:00 pm
Shift 4	Tuesday - Friday	7:00 am - 5:00 pm
Shift 5	Wednesday - Friday	8:00 am - 4:00 pm
	Saturday & Sunday	7:00 am - 3:00 pm

[2012]

HORTICULTURE NIGHT WATERING

Shift 1	Monday - Friday	11:00 pm - 7:00 am
Shift 2	Wednesday - Sunday	11:00 pm - 7:00 am

[2012]

PUBLIC WORKS OPERATIONS

A. Enhanced Maintenance Operations [2015]

Shift 1	Monday - Friday	7:00 am - 3:00 pm
Shift 2	Monday - Friday	11:00 pm - 7:00 am
Shift 3	Wednesday - Sunday	3:00 pm - 11:00 pm
Shift 4	Wednesday - Sunday	11:00 pm - 7:00 am
Shift 5	Monday - Wednesday	3:00 pm - 11:00 pm
	Saturday & Sunday	7:00 am - 3:00 pm
Shift 6	Monday - Friday	3:00 pm - 11:00 pm [2015]
Shift 7	Saturday - Wednesday	11:00 p.m. - 7:00 a.m. [2015]

B. Night Shift Litter Crew (West)

	Wednesday - Sunday	11:00 pm - 7:00 am
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C. Night Shift (Street Sweeping)

	Monday - Friday	11:00 pm - 7:00 am
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D. Street Sweeping

	Monday - Thursday	7:00 am - 5:00 pm
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[2012]

E. Traffic and Right of Way

Pavement Marking (May to October)	Sunday - Thursday	10:00 pm - 6:00 am
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F. Streets and Sidewalks

Shift 1	Monday - Friday	7:00 am - 3:00 pm
Shift 2	Monday - Thursday	7:00 am - 5:00 pm
Shift 3	Tuesday - Friday	7:00 am - 5:00 pm

[2012]

WORK LOCATIONS - Custodians

Halifax Police

Shift 1	Sunday - Thursday	7:00 am - 3:00 pm
Shift 2	Tuesday - Saturday	6:00 am - 2:00 pm [2015]
Shift 3	Saturday - Wednesday	8:00 am - 4:00 pm [2015]

Halifax Police Station

Stationary Engineer (Plant Operator 2) Summer	Wednesday - Sunday	8:00 am - 4:00 pm
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Eric Spicer Building

Shift 1	Monday - Friday	1:00 pm - 9:00 pm
Shift 2	Friday, Monday, Tuesday Saturday, Sunday	11:00 am– 7:00 pm [2015] 8:00 am – 4:00 pm [2015]

St. Andrews Centre

Shift 1	Monday - Friday	7:00 a.m. – 3:00 p.m.
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Needham Centre

Shift 1	Saturday - Wednesday	8:00 am - 4:00 pm
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Captain William Spry

Shift 1	Thursday – Monday [2015]	8:00 am - 4:00 pm
Shift 2	Saturday - Wednesday [2015]	1:00 pm - 9:00 pm

Floating Custodian

Shift 1	Monday - Saturday	6:00 am – 2:00 pm [2015]
Shift 2	Tuesday - Saturday	8:00 am - 4:00 pm
Shift 3	Saturday – Wednesday	9:00 am – 5:00pm [2015]
Shift 4	Saturday – Wednesday	1:00 pm – 9:00 pm [2015]

Lead Hand Custodian

Shift 1	Monday - Friday	8:00 am - 4:00 pm
Shift 2	Sunday – Thursday	8:00 am - 4:00 pm [2015]

Pools

Pool Operator (Year Round)	Sunday - Friday	1:00 pm - 9:00 pm
Pool Operator (Year Round)	Tuesday - Saturday	6:00 am-2:00 p.m. [2017]
Pool Operator (Year Round)	Sunday – Thursday	1:00 p.m. to 9:00 p.m. [2017]

HRM RECREATION FACILITIES INCLUDING ARENAS**Richmond Family Court**

Shift 1	Monday - Friday	6:00 am - 2:00 pm
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Halifax Forum Shift Schedule

EMP.	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
M - F	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
M - F	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
M - F	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
SHIFT 1	-	-	E	E	E	E	E	-	-	E	E	D	D	D	-	-	E	E	E	E	E	-	-	E	E	D	D	D
SHIFT 2	D	-	-	E	E	E	E	E	-	-	E	E	D	D	D	-	-	E	E	E	E	E	-	-	E	E	D	D
SHIFT 3	E	E	-	-	D	D	D	E	E	-	-	E	E	E	E	E	-	-	D	D	D	E	E	-	-	E	E	E
SHIFT 4	E	E	E	-	-	D	D	D	E	E	-	-	E	E	E	E	E	-	-	D	D	D	E	E	-	-	E	E
SHIFT 5	M	M	M	M	M	-	-	M	M	M	M	M	-	-	M	M	M	M	M	-	-	M	M	M	M	M	-	-

D: 7:30 am – 3:30pm
 E: 3:30 pm – 11:30 pm
 M: 11:30 pm – 7:30 am

Shift Schedule Sackville Sports Stadium

EMP.	S	M	T	W	T	F	S	S	M	T	W	T	F	S
SHIFT 1		D 8 hr	D 8 hr	D 8 hr	D 8 hr	D 8 hr			D 8 hr	D 8 hr	D 8 hr	D 8 hr	D 8 hr	
SHIFT 2	D 10 hr		D 8 hr	D 8 hr	D 8 hr	E 10 hr			E 9 hr	E 9 hr			D 8 hr	D 10 hr
SHIFT 3	E 9 hr	E 9 hr				D 8 hr	D 10 hr	D 10 hr			D 7 hr	D 7 hr	E 10 hr	E 10 hr
SHIFT 4		D 8 hr	E 9 hr	E 9 hr	E 9 hr		E 10 hr	E 9 hr		D 8 hr	E 9 hr	E 9 hr		

[2012]

Schedule “C” – Winter Works Operation

Article 1 - Definitions

1.01

Agreement - means the Collective Agreement between the Halifax Regional Municipality and the Halifax Civic Workers Union/Canadian Union of Public Employees, Local 108.

Area - means a part of a region with a number of assigned snow routes.

Division —means Streets or Sidewalks

Employees - refers to members of The Halifax Civic Workers Union/Canadian Union of Public Employees Bargaining Unit, Local 108 employed by the Halifax Regional Municipality.

HRM - means The Halifax Regional Municipality.

Operation - means the Winter Works Operation.

Parks – means Parks section of the Business Unit Parks and Recreation.

Region - means the West or East regions or such other regions as they operationally evolve.

ROC – means Road Operations and Construction section of the TPW Business Unit.

Season - means the Winter Works Operation Season as defined in Article 4.

Superintendent - means a Superintendent, or designate, with the Road Operations or Parks.

Team – A group of employees who are either Team A, Team B or Team C.

Union - means the Halifax Civic Workers’ Union/Canadian Union of Public Employees, Local 108.

[2015]

Article 2 Agreement Applies

2.01 The terms and conditions of the Collective Agreement apply to Winter Works Program, except as modified by Schedule C. **[2012]**

Article 3 - Winter Works Committee

3.01 There shall be established a Winter Works Committee which shall be constituted of ten (10) members as follows:

- the Superintendent of Winter Works;

- four (4) management representatives;
- five (5) Union representatives [2015]

3.02 (a) Prior to the start of each Winter Works Season, the committee shall meet to review proposed routes, equipment, route and equipment assignments, training and employee availability, and any other matter pertaining to the Winter Works Operation.

3.02 (b) The Committee shall meet at the call of the Superintendent of Winter Works, but at least monthly, during the Winter Works Season to discuss all matters concerning the Winter Works Operation.

3.03 Grievances concerning the Winter Works Operation shall be dealt with in accordance with Article 15 of the Collective Agreement.

3.04 Union members of the committee shall be paid the appropriate rate of pay for all working time spent in Committee meetings.

Article 4 - Winter Works Operation Season

4.01 The Winter Works Operation season will begin 11:00 p.m. the third Sunday in November of one year and continue to 3:00 p.m. the first Friday in April in the following year. If a storm occurs in the 10 calendar days prior to the third Sunday in November or 10 calendar days after the first Friday in April, the Employer may assign employees to their selected Winter Works Operations routes and assigned equipment and all provisions of Schedule C will apply. [2017]

Article 5 - Winter Works Operation Participants and Training

5.01 (a) Employees of Road Operations and Parks shall participate in the Winter Works Operation unless they are excluded for operational requirements or subject of an approved accommodation. [2015]

5.01(b) Employees shall select the Winter Works Operations routes and assigned equipment to that route in descending order from Loader, Tandem, 5 Ton, 3 Ton, Trackless, Mini-Loader, Skidsteer, 1 ton 4X4, Utility Operator 3, Winger/Labour. In the selection process, in order to move to the next level of equipment, if a piece of equipment is not filled by the selection process the junior qualified employee(s) will be assigned before moving on to the next level for selection. Selection will be done in order of seniority and qualifications within each region. Note: any newly introduced equipment will be discussed at the snow and ice committee prior to pick. [2015]

5.02 Subject to operational requirements, seniority and qualifications shall apply when selecting Winter Works routes and equipment.

5.03 As directed by the Employer, employees shall report to their Winter Works selected assignments only when required to perform Winter Works Operations. Employees shall return to their regular assignments when not engaged in Winter Works Operations. The foregoing condition will not apply to permanent Team B employees. [2015]

5.04 An employee may be temporarily assigned to other Winter Works duties or routes for reasons including, but not limited to, equipment breakdowns or absence of other Winter Works employees. Such assignments will be completed as follows: first from within their team by senior qualified employee, then from the reserve list of employees and then from the other team

5.05 A reserve list of back up unassigned qualified employees shall be compiled to replace Winter Works' employees when required

5.06 Winter Works employees, at their option, shall be permitted to work during their scheduled vacation and shall be paid in accordance with Article 7 of this Schedule C in addition to any vacation pay entitlement. The employee shall notify their Supervisor in advance by completing a request for leave form if they are available for work during their leave. If an employee indicates on the request for leave form that they are available for work during a snow/ ice event, they will be required to report should they be called. [2017]

5.07 The Employer shall first employ its own appropriate employees and/or equipment assigned to the Winter Works Operation prior to utilizing outside contractors.

5.08 All participants in the Winter Works Operation shall be given appropriate training, retraining and an opportunity to upgrade qualifications and fully prepare for Winter Works Operation work. Training criteria shall be as per the Winter Works Operations Committee Terms of Reference

Article 6 – Regions, Divisions, Teams [2015]

6.01(a) – Winter Works Operations will consist of two (2) divisions: Streets Division and Sidewalks Division which shall operate independently based on operational requirements. Each division will consist of two (2) regions; West Region and East Region which shall operate independently based on operational requirements. [2017]

6.01 (b) For the Winter Works Operation, three teams shall be established. These teams shall be identified as Team A, Team B and Team C. Each Team shall have identified employees, specific snow routes and equipment and hours of work. [2017]

6.02 At no time shall either team work in excess of fourteen (14) continuous hours. Individual employees if operationally required can work up to sixteen (16) continuous hours.

6.03 When a storm commences on a regular work day between 7:00 a.m. to 7:00 p.m. The Superintendent will determine when appropriate Team A and Team B and Team C will be required to report subject to 7.02 (a). [2015]

6.04 Employees once having been advised to report for duties, and subsequently not required to report, shall be advised of the change at least two (2) hours prior the start of their next scheduled shift start time.

Article 7 - Pay and Shifts for Winter Works Operations

7.01 Articles in the Agreement pertaining to call out, standby, shift premiums, shift differential call out pay guarantees and overtime do not apply except as provided for in Schedule C. **[2015]**

7.02 (a) The regular hours of work for each team shall be as follows:

- Team A - Monday - Friday - 7:00 a.m. to 3:00 p.m.
- Team B – Sunday to Friday - 11:00 p.m. Sunday night to 7:00 a.m.
- Team C – Regular hours of work will report to Team A hours unless otherwise directed by the Employer as per Article 7.02 (e) **[2015]**

7.02 (b) Employees engaged in Winter Works Operations Monday to Friday between the hours of 3:00 pm and 11:00 PM shall receive pay at the rate of time and one half (1 1/2) their Winter Works Operation rate. **[2015]**

7.02 (c) Employees engaged in Winter Works Operations between the hours of 3:00 pm Friday and 11:00 PM Saturday shall receive pay at the rate of time and one half (1 1/2) their Winter Works Operation rate. **[2015]**

7.02 (d) Employees engaged in Winter Works Operations between the hours of 11:00 pm on Saturday and 11:00 p.m. on Sunday and on Statutory Holidays, as per Article 6 of the Collective Agreement, shall receive pay at the rate of double time (2x) their Winter Works Operation rate. **[2015]**

7.02 (e) Employees on Team C who are sent home (switching from Team A hours to Team B hours) will be given an eight (8) hour continuous break from the time they are told of the switch in hours of work before their next required report time. Provided the employee reports on their next required report time and then works as required, they will not lose any regular pay by virtue of the transition. When transitioning from Team A hours to Team B hours, if any of the time of the break occurs during regular Team A hours of 7am to 3pm, the employee will receive regular pay for those regular day shift hours. **[2017]**

Switching hours is a condition of Team C and returning to work on time to the next required report time does not trigger entitlement to article 7.04. **[2015]**

7.03 During the Winter Works operation season, including weekends and holidays, Team A is responsible for working all hours necessary between 7:00 a.m. to 7:00 p.m. Team B is responsible for working all hours necessary between 7:00 p.m. to 7:00 a.m. Team C is responsible for all Team A regular hours until otherwise directed by the Employer to switch to Team B hours. Switching hours for Team C does not trigger any entitlement under article 7.04. **[2015]**

7.04 When not continuous with a regularly scheduled shift, employees who report to work within one (1) hour of being called out shall be paid a minimum of four (4) hours pay at the applicable rate.

7.05 Weekend /Holiday On Call Provisions

7.05 (a) Prior to the commencement of the Winter Works Operation season, the Employer may elect to post a notice requesting names of qualified employees who wish to be placed on “on call” lists for the weekend and holiday periods for the duration of the season. Employees participating in Winter Works Operations will be first offered these assignments. If an insufficient number of employees sign up for the lists, the Employer may fill remaining assignments by offering to qualified employees in the bargaining unit through an Expression Of Interest, as long as the “on call” shifts do not coincide with their regular scheduled hours. If an insufficient number of employees sign up for the lists, the Employer may in reverse order of seniority assign the junior qualified employees within Winter Works Operations to fill the lists. Employees who qualify to be placed on the “on call” lists, shall be on call on a rotational basis throughout the season. **[2015]**

7.05 (b) When an Employee is “on call” for weekend(s) or holiday(s), the following applies: **[2012]**

(i) A weekend is defined as the period between Friday from 3:00 pm to Sunday at 11:00 pm; **[2015]**

(ii) Employees on the “on call” lists must be able to be immediately contacted by telephone at the number provided to the Employer; **[2012]**

(iii) The employee must report to the worksite within one (1) hour of being contacted by the Employer and; **[2012]**

(iv) Failure to arrive at the work site within one (1) hour of being contacted for any call out over the “on call” period shall result in the forfeiture of any and all on call pay for the “on call” period, and is deemed a failure to report and as such may be subject to discipline, for just cause. **[2012]**

(v) Employees while on call for specific periods are only eligible for de-icing and/or plowing overtime opportunities during those same periods. However, in the event that the rotational overtime list has been exhausted, employees on call may be eligible for other overtime opportunities as long as they are still available to respond to snow/ice related requirements within the time identified in 7.05 (b)(iii). **[2017]**

7.05 (c) When an employee is advised that they are “on call” for a weekend or holiday, they shall be paid straight-time wages in accordance with the following schedule: **[2017]**

(i) Friday - 2 hours pay;

(ii) Saturday, Sunday or holidays three (3) hours pay per day (holidays as listed in Article 6.01);

(iii) All hours worked by an “on call” employee shall be paid at overtime rates in accordance with Schedule C.

7.05 (d) Nothing in Article 7.05 reduces or limits any employee obligations as set out in Article 7.03.

7.06 (a) Employees shall be permitted to take a paid work break not to exceed one-half (1/2) hour after every four (4) hours of work up until their assignment ends.

7.06 (b) Employees who work twelve (12) hour shifts shall receive meal premium of twenty dollars (\$20.00). [2017]

7.07 Team Incentives [2017]

7.07 Incentive Premiums (hereinafter referred to as “premiums”) during the Winter Works Operations Season are as subject to the following:

(i) Team A Employees will receive a premium of \$1.00 hour per hour for all hours actively at work during the season (excluding leave for any reason); [2017]

(ii) Team B will receive a premium of three (\$3.00) per hour dollars for all hours during the season, except sick leave; [2017]

(iii) Team C employees actively at work during Team A hours will receive one dollar (\$1.00) per hour for all hours actively at work during the season (excluding leave for any reason) and such employees will receive three (\$3.00) dollars per hour for all hours actively at work during Team B hours for the season (excluding leave for any reason); [2017]

(iv) In all instances the premium will be paid out biweekly; [2017]

(v) In all instances premium(s) noted above are not added to their regular hourly rate for the purpose of calculating overtime. For greater clarity the employee’s regular hourly rate is the applicable rate for the purposes of applying the overtime rate and for example, if an employee in worked overtime Sunday for ten (10) hours they would receive three (\$3.00) dollars for a total of thirty (\$30.00) dollars incentive for those (10) hours worked; [2017]

(vi) Any such premiums noted in this Article 7.07 (i)-(iv) do not qualify as defined benefit earnings under the HRM pension plan. [2017]

7.08 Winter Works Overtime

7.08 (a) All rotational overtime during the season will be offered first within the applicable team A or B, within the Region, in accordance with when the overtime work commences, including hours referenced in 7.03 and subject to Article 7.05, excluding the work of the Service Trucks, Parks and Recreation and Urban Forestry. For clarity Team C is deemed to be part of team B for rotational overtime. [2015]

7.08 (b) All Winter Works overtime that begins between 7:00 am to 7:00 p.m. shall be offered to Team A. All Winter Works overtime that begins between 7:00 pm to 7:00 a.m. shall be offered to Team B and Team C. [2015]

7.08 (c) In the event that the required numbers of qualified employees needed to perform the work are not secured qualified employees will be assigned the overtime in reverse order of seniority on a rotational basis. **[2015]**

7.08 (d) Nothing in Article 7.08 reduces or limits any employee obligations as set out in Article 7.03. **[2015]**

Schedule "C-1"

Winter Works Operations Corporate Fleet and Procurement Services [2017]

Article 1 – Definitions

1.01 Meanings:

Agreement - means the Collective Agreement between the Halifax Regional Municipality and The Halifax Civic Workers Union / Canadian Union of Public Employees Local 108

Employees - refers to members of The Halifax Civic Workers Union / Canadian Union of Public Employees Bargaining Unit Local 108 employed by the Halifax Regional Municipality in Fleet Services and Procurement Services – Stores

Fleet - means Corporate Fleet [2015]

Stores - means Procurement Services Section of Finance and ICT [2012]

Manager - means Manager Corporate Fleet or their designate [2017]

Division - means Operations Support [2015]

HRM - means the Halifax Regional Municipality

Union - means the Halifax Civic Workers Union / Canadian Union of Public Employees Local 108

Article 2 - Agreement Applies

2.01 Except as modified by Schedule C-1, the terms and conditions of the Collective Agreement apply to Winter Works Operations.

Article 3 - Winter Works Operations Season

3.01 The parties to the Agreement recognize the importance of Winter Works Operations (WVO) to Public Works and Transportation Services and the need to adjust work hours during the winter season. For the purpose of this schedule, the adjusted work shift hours will be referred to as Winter Works, that will be in effect during the Winter Works Operation season.

3.02 The Winter Works Operation season will begin at 12:01 am on the third Monday in November and continue until 4:00 pm the first Friday of April. [2012]

Article 4 - Winter Works Operations Participants

4.01 Employees of the Corporate Fleet Division shall participate in the Winter Works Operations, unless they are excluded by the Manager of Corporate Fleet due to extenuating circumstances. Employees of Procurement Services - Stores shall participate in the Winter Works Operations unless they are excluded by the Manager of Procurement Services due to extenuating circumstances. [2015]

4.02 An employee may be temporarily assigned to other Fleet related duties during declared Winter Works conditions. Such assignments will be at the discretion of the Manager of Corporate Fleet or their designate, but will take into account the work assignments available as well as the employee's classification, qualifications and seniority. [2017]

4.03 Winter Works Operations employees, at their option, will be permitted to work during their vacation and shall be paid in accordance with Article 7 of this Schedule "C-1", in addition to any vacation pay entitlement.

Article 5 - Start and Stop of Winter Works Operations Conditions

5.01 (a) The Manager of Corporate Fleet Services or their designate shall declare the start and stop of Winter Works conditions. [2017]

5.01 (b) When there is requirement to respond to snow activity or equipment repairs, Fleet will respond with one or more employees to meet the performance requirements of Winter Works Operations. [2012]

5.01 (c) Each shop will establish overtime lists and any extra work will be offered on a rotational basis and in accordance with Article 20.05(a) of the Collective Agreement.

Article 6 - Teams, Shifts and Hours of Work

6.01 Articles in the Agreement pertaining to hours of work and shifts, related to Fleet and Procurement Services (Stores), will apply except as provided for in Schedule C -1. [2012]

6.02 Each Fleet and Procurement Shop will have teams established to service the region and their clients. These teams shall be called Team One and Team Two. Employees who normally work the regular 8:00 am to 4:00 pm shift will be referred to as Team One; employees who normally work the 4:00 pm to 2:00 am shift shall be referred to as Team Two. [2012]

6.03 When Winter Works conditions are declared, shift change times for Fleet and Procurement Stores employees shall be 6:00 am and 6:00 pm. Shifts shall be of a twelve (12) hour duration with the exception of the starting shift or the ending shift which may be shorter, or longer depending on when the Winter Works conditions start and stop respectively. The Teams may be brought in four (4) hours earlier or the shift extended by four (4) hours if conditions require. [2012]

6.04 No employee shall be on duty in excess of sixteen (16) continuous hours. After sixteen (16) hours an employee shall be given at least an eight (8) hour rest period.

6.05 Employees whose normal Winter Works shift begins at or after 4:00 pm and Winter Works conditions are stopped between midnight and 6:00 am, shall report to work at the beginning of their next regularly scheduled work shift.

6.06 Employees whose normal shifts begin at or after 6:00 am or 6:00 pm respectively, and Winter Works conditions are stopped before 12:00 noon or midnight, respectively, on a regular working day, shall work until the end of their regular work day with such time paid at their regular rate of pay for their regular shift and overtime at time and one half (1½) for any hours in excess of regular hours. [2012]

6.07 When a storm starts on a regular work day before 1:00 pm and Fleet Management expect that a Winter event shift will be required to report at 6:00 pm, Team Two shall be notified by 2:00pm, to report at 6:00 pm. Team One will continue to work until 6:00 pm. Team One will report back to work at 6:00 am of the next day if winter conditions continue. If it is declared stopped, they will be notified by midnight to report at the regular hours of work.

6.08 If a storm starts at or after 4:00 pm, during the regular Team Two shift, and the Fleet Manager expects that a shift will be required to report at 6:00 am the next day, Team Two shall continue to work to 6:00 am. Team One will be notified by midnight to report at 6:00 am.

Article 7 - Pay for Winter Works Operations

7.01 Fleet and Stores employees who are engaged in Winter Works shall be paid at their regular hourly rate for the first eight hours of work, to begin when they report for the shift start; and, then at time and one-half for hours until the end of their shift.

7.02 Employees engaged in Winter Works, shall be paid at the appropriate rate for all work in excess of their regular work shifts as defined in the Collective Agreement.

7.03 When an employee is called out at the start of an event and is required to report directly to work the employee will be paid one-hour travel time.

7.04 When Winter Works stop, employees will revert to their normally scheduled hours of work.

7.05 Employees shall be permitted to take a paid work break not to exceed one half hour after every four (4) hours of work until their program assignment ends.

7.06 Employees who work twelve (12) hour shifts shall be paid a meal allowance for one (1) meal of twenty dollars (\$20.00). [2017]

Article 8 - Training

8.01 Training will be provided to Fleet employees required to carry out repairs and maintenance on snow related equipment and will be offered through on-site workshops or training sessions.

Schedule “D”

PERMANENT PART-TIME (PPT) EMPLOYEES

Definition

Notwithstanding clause 2.01, in addition to permanent full-time employees, only permanent part-time employees regularly scheduled for not more than 24 hours per week are covered by this agreement.

Hours of Work & Shifts

(a) PPT employees may be assigned to a regular shift schedule of not more than 24 hours per week; assignment to a specified shift will be made in order of seniority (that is, the most senior PPT employee shall be offered a choice of available shift schedules; if a new shift is added such shift shall then be offered in order of seniority).

(b) PPT employees may work up to 40 hours per week when assigned to fill in for absent full-time employees (for example, those on sick leave, vacation, etc.) or to temporarily fill a vacancy during the posting process. PPT employees will not work more than 80 hours per pay period.

(c) PPT employees may be used to fill in for other employees, but will not be used in place of fulltime employees for overtime work. PPT employees will not be used to fill what would otherwise be a full-time position to create permanent part-time positions.

(d) Other than for regularly scheduled shifts, PPT employees will be called for work as required and will generally be provided with at least 24 hours notice. When such notice has been provided, PPT employees are expected to be available for work; a PPT employee may decline to report for work, but only three such declines will be permitted in any calendar year.

(e) Those employees who decline work more than three times in any calendar year may be subject to sanction up to and including dismissal following review of the case by the PPT employee's supervisor/manager. Where dismissal or other sanction is under consideration, the Union shall be notified.

(f) The applicable supervisor or manager shall maintain a seniority list of PPT employees available for work; separate seniority lists shall be maintained for Building Management Services, Halifax Forum and the Sackville Sports Stadium.

(g) PPT employees shall be entitled to Statutory holidays as per Article 6 of the Collective Agreement.

Hiring of PPT Employees

PPT employees will be hired subject to normal HRM policies and procedures. If employees currently on layoff are hired as PPT employees this does not constitute a recall and the normal 30-day notice period for layoff does not apply.

Seniority

PPT employees will earn one day of seniority for every eight hours worked; seniority in months shall be calculated as one month for every 21.6 days of seniority. PPT employees may only use seniority to apply to job postings as well as shift and vacation selection as set out in this Memorandum of Agreement. PPT employees cannot use seniority to displace full-time employees.

Vacation

Vacation pay for PPT employees will be paid as a percentage of regular base pay on each regular payroll; or, at the employee's request, vacation pay may be "banked" and paid out on request (as part of the normal payroll cycle). Vacation pay will be based on the percentages set out below. PPT employees who work a regularly scheduled shift are entitled to an annual period of unpaid vacation leave as indicated below; such vacation to be scheduled by management in consultation with eligible PPT employees. In the event of a conflict in employees' desired vacation dates requested before May 31, the most senior employee shall be given preference. Requests submitted after May 31 are considered on a "first-come first-served" basis.

Seniority	Vacation Pay Percentage	Unpaid Vacation Leave (where applicable)
<12 months	4%	1 calendar day per month of seniority
> 12 mths - ≤ 60 mths	6%	3 calendar weeks
> 60 mths - ≤ 144 mths	8%	4 calendar weeks
> 144 mths - ≤ 228 mths	10%	5 calendar weeks
> 228 months	12%	6 calendar weeks

The following example is provided for clarity:

Employee A has worked on a PPT basis for the past three years. During this period the employee has worked 3,432 hours in total. Seniority is calculated as $3,432 / 8 / 26.1 = 16.4$ months. The employee currently works a regularly scheduled shift of 24 hours per week (say, three 8 hour shifts per week). The Employee is paid 6% vacation pay as part of each bi-weekly pay (having chosen not to bank that amount) and is entitled annually to 3 calendar weeks of unpaid leave. During this period of leave they will not be scheduled to work or called for additional unscheduled hours. [2017]

Sick Leave

Sick leave credits for PPT employees will be earned based on hours worked: every 174 hours worked earns a sick leave credit of 12 hours. Sick leave may be used for regularly scheduled shifts when a PPT employee is medically unfit to perform assigned work.

Pension

PPT employees will participate in the HRM pension plan subject to the terms of the Plan provided they are not already in receipt of a pension from the HRM pension plan. [2017]

Collective Agreement

The Collective Agreement applies to PPT employees except where it is in conflict with the terms set out in the MOA. [2015]

Shift Differential

Shift differential payments will apply to PTT employees.

Overtime

PPT employees will be paid overtime for all hours worked in excess of eight (8) hours a day or forty (40) hours a week.

**Schedule of Benefits
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/Canadian Union of Public Employees Local 108**

1.01 Pursuant to the Agreement between HRM ("Employer") and the Union (CUPE Local 108) the following is a description of all the Benefits that makeup the CUPE 108 Benefit Plans, including Extended Health benefits, Dental benefits, Life Insurance benefits (including Optional, Spouse and Dependant Life), Long Term Disability benefits, and Accidental Death and Dismemberment (AD&D) benefits.

1.02 The following descriptions are intended to provide a general outline of the Benefit provided and are subject to the terms and conditions of the contracts established between HRM and the external carrier. For further clarity, if there are any conflict between this Schedule and the insurance carrier contracts the latter shall prevail.

EXTENDED HEALTH

2.01 Extended Health Benefits for Employees and Dependants:

- a) The employee shall pay 20% of prescription drug costs eligible under the Managed Care List established by the carrier up to a maximum of \$10 per prescription.
- b) The plan shall pay 80% of extended health costs (includes private duty nursing, diabetic supplies, diagnostic and x-ray services, physician services out-of-province, speech therapists, accidental dental, prosthetic appliances, ambulance, clinical psychologist, Victorian Order of Nurses, and more subject to plan carrier requirements)
- c) The plan shall pay vision care expenses up to \$200 per 12 months for persons under 18 and \$200 per 24 months for persons 18 and over
- d) The plan shall pay 100% of the cost of a semi-private hospital room
- e) The plan shall pay paramedical practitioner expenses up to a maximum of \$1000 per calendar year combined (includes Registered Massage Therapist, Chiropractor, Physiotherapist, Podiatrist, Acupuncturist, Osteopath, and Psychologist).
- f) The plan shall pay for emergency care for an illness or injury that occurs while traveling outside of Canada.
- g) The prescription drug coverage listed herein shall exclude an Employee or their Dependant who achieves age 65. Employees and their Dependants aged 65 and over may continue participation in the rest of the Extended Health benefits as long as they participate in the Provincial Pharmacare program.

DENTAL

3.01 Dental Coverage for Employees and Dependants:

- a) The plan shall pay for one hundred percent (100%) unlimited basic coverage per person with 2 recalls per 12 months; and
- b) The plan shall pay for fifty percent (50%) coverage to a maximum of one thousand five hundred dollars (\$1,500) per person a year for major restorative dental services.

LIFE INSURANCE (including OPTIONAL and DEPENDENT)

4.01 Basic Life Insurance for Employees:

- a) 2 x annual earnings rounded to the next higher \$1,000, if not already a multiple thereof, up to a maximum benefit of \$200,000
- b) The insurance will be reduced by fifty per cent (50%) at age sixty-five (65) and terminated at age seventy (70). The dependent insurance will cease at the time the employee reaches age seventy (70).

4.02 Dependant Life (Employee Paid)

- a) \$6,000 for the Employee's Spouse;
- b) \$3,000 for an Employee's child
- c) Termination when employee reaches age 65.

4.03 Optional Additional Employee Life (Employee Paid)

- a) Maximum of \$300,000 available in increments of \$10,000
- b) Termination at age 65.

LONG TERM DISABILITY (LTD)

5.01 Long Term Disability (LTD)

- a) The LTD plan shall provide for payment of benefits for the first twenty-four (24) months after the elimination period if the employee is totally disabled from performing the duties of their own occupation and after twenty-four (24) months, disabled from performing any occupation for which the employee is suited by reason of education, training and experience. **[2017]**
- b) The LTD elimination period shall be one hundred and eighty (180) calendar days or the expiry of accumulated sick leave credits, whichever is longer. **[Am. 2012]**
- c) The LTD benefits shall continue until the earlier of the date the employee:

- i) turns age sixty-five (65);
- ii) is eligible for an unreduced pension under the HRM Pension Plan and has at least twenty-five (25) years of pensionable service; or
- iii) retires. [2012]

d) The LTD benefits will be an offset with other Government Disability Benefits including Canada Pension Plan (CPP) disability and Workers' Compensation (WC) benefits.

e) The LTD benefit will be equal to 60% of the first \$2,200 of monthly earnings (as defined by the carrier), plus 47% of the next \$2,200 of monthly earnings (as defined by the carrier), plus 40% of any excess amount, rounded to the next higher \$1, if not already a multiple thereof, up to a maximum benefit of \$5,000 per month. [2012]

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

6.01 Basic Accidental Death and Dismemberment (AD&D) for Employees:

- a) 2 x annual earnings rounded to the next higher \$1,000, if not already a multiple thereof, up to a maximum benefit of \$200,000
- b) The AD&D benefits shall cease at age 65.

Memorandum of Understanding #1 - Duty to Accommodate
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/ Canadian Union of Public Employees Local 108

Duty to Accommodate

The Union and the Employer agree to adopt this Memorandum of Understanding respecting accommodation of disabled employees.

It is recognized that the Employer, the Union and affected employee(s) have a duty, subject to such exceptions as set out in the Human Rights Act, to cooperatively and reasonably accommodate employees with disabilities to the point of undue hardship. The goal of accommodation is to recognize employee's capabilities and to remove barriers to returning to work or remaining at work.

Procedure for evaluating and accommodating Employees with Disabilities:

1. The Employer, Union and employee agree to work together to consider how an employee's disability can best be accommodated without causing either party undue hardship. The Employer and Union (the parties) recognize and acknowledge that in each individual accommodation situation each party must determine what constitutes undue hardship to that party.
2. The employee with a disability will inform the Employer about the need for an accommodation, preferably in writing with a copy to the Union.
3. Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation. This duty includes providing medical information to the Employer representatives (which may include the Wellness team, Business Unit representatives and Employer advisors) and to the Union representatives, that is reasonably required to establish to the Employer's and Union's satisfaction that the employee has a disability which requires accommodation and the extent of the restrictions or limitations in the employee's functional capabilities to perform the duties of their position. [2017]
4. The parties agree, that to the extent reasonably possible, medical and other personal information provided by an employee for the purposes of accommodation will be dealt with in a manner that respects the employee's privacy.
5. Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and Union from a continuing duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
6. Representatives of the Employer and Union, together with the affected employee, may, as the case requires, meet to discuss the existence and nature of the disability and the appropriate accommodation measures which would achieve the accommodation with respect to the employee.

7. The Employer, the Union and the affected employee, shall share with each other all information relevant to the accommodation of the affected employee, including medical information set out in this process and information regarding the requirements and duties of the employee's position.

8. If accommodation is required and can be achieved without undue hardship, the Parties agree that they will attempt to accommodate employees using the following order of priority:

- in the employee's current position;
- in the employee's current classification;
- in another classification with equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, abilities;
- in another classification which does not have the equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills, abilities at the applicable rate of pay, unless otherwise agreed;
- in another job outside the bargaining unit, but with the Employer, in which the employee possesses the requisite knowledge, skills, and abilities, subject to the requirements of the applicable Collective Agreement or discussions, as required, with the applicable bargaining agent. [2017]

9. In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts, equipment, and/or retraining of the employee, to the extent that such do not cause the Employer undue hardship. Where modifications are implemented by the Employer, these are made on a without prejudice and individual basis.

10. It is understood that nothing in this agreement will require the Employer to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.

11. It is understood that nothing in this agreement will require the Union to pursue any accommodation or option where doing so, in its determination, would constitute undue hardship.

12. The Union agrees to support accommodative measures which may require modification of the collective agreement provisions, unless doing so would in its determination constitute undue hardship. Where collective agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case by case basis.

13. The Employer agrees that it will not impose an accommodation measure which has the effect of abridging or infringing collective agreement rights of other bargaining unit members where there are in its determination, reasonable alternatives.

14. Agreements regarding the accommodation of the employees shall be reduced to writing. These agreements may be revisited in the event that there is a change in the accommodated employee's circumstances (including a lessening or worsening of the employee's functional impairment).

15. This memorandum of understanding does not apply where requests for accommodation arise at or after termination of employment. These cases will be dealt with through the regular grievance process provided for under the Collective Agreement.

16. The parties have entered into this memorandum of understanding to establish a procedure for fulfilling their accommodation obligations, and accordingly acknowledges that these provisions do not relieve the Employer, Employee(s), or the Union of their rights or responsibilities under the Human Rights Act. *For greater clarity, nothing in this memorandum precludes the limitation on individual rights as may be reasonable and justified under the exceptions set out under the Human Rights Act (including but not limited to bona fide occupational requirements).*

Appendix “A”

Rights and responsibilities of the Employee seeking accommodation:

- Determine whether their concern falls under the protected grounds under the Human Rights Act.
- An employee who may be entitled to an accommodation should, at the earliest possible opportunity, inform the employer about the need for an accommodation.
- Bring the situation to the attention of the Employer and the Union, preferably in writing. Include the following information:
 - Explain why the accommodation is required, i.e. because of a disability
 - Support the request with evidence or documents (example, a written statement from a health care provider)
 - Be specific about the need for an accommodation and identify limitations and capabilities, indicate exactly what your individual needs are
 - Suggest appropriate accommodation measures
 - If known, indicate how long accommodation will be required.
- Listen to and consider any reasonable accommodation options proposed.
- Consult with your Union to work with you through this process.
- If the Employer indicates that the accommodation would pose undue hardship, provide more details about your needs if such information is helpful.
- Cooperate to make the arrangement work.
- Advise the Employer and Union of changes in accommodation needs.
- Be willing to review and modify the accommodation agreement if circumstances change.
- Promptly advise the Employer and Union if the need for an accommodation ends.

Rights and responsibilities of the Employer:

- Determine if the request falls under the protected grounds as set out under the Act.
- Consult with the Union.
- The onus to facilitate an accommodation to the point of undue hardship is on the Employer once an entitlement is established.
- Respect the dignity and privacy of the person requesting accommodation.
- Listen to and consider the needs of the employee seeking accommodation and their suggestions for accommodation.
- Review any evidence the employee seeking the accommodation provides to support the request for accommodation, for example, medical documents.
- Be willing to take reasonable steps, to the point of undue hardship, to accommodate the needs of the person seeking the accommodation.
- Consult with experts as Human Resource staff, Legal services, if more information is needed to assess the request.
- Be flexible when considering and developing options.
- Reply to the request for accommodation within a reasonable period of time.
- Reduce the agreement to writing, and ensure the accommodation is given a fair opportunity to work.
- Follow up to ensure that the accommodation meets the needs of the employee seeking accommodation.
- Provide explanation in the event of a refusal to accommodate, if accommodation is not possible because it poses undue hardship or because of a bona fide occupational requirement.
- Be willing to review and adjust the accommodation agreement if the circumstances or needs change and the agreement is no longer working.

Rights and responsibilities of the Union:

- Determine if the request falls under the protected grounds as set out under the Act.
- Consult with the Employer.

- There is an onus on the Union to assist in facilitating an accommodation once an entitlement is established.
- Respect the dignity and privacy of the person requesting accommodation.
- Listen to and consider the needs of the employee seeking accommodation and their suggestions for accommodation.
- As needed, work with the employer and the employee needing an accommodation throughout the process.
- Review any evidence the employee seeking the accommodation provides to support the request for accommodation, for example, medical documents.
- Be willing to take reasonable steps, to the point of undue hardship, in accord with the union authority and ability to act, to accommodate the needs of the person seeking the accommodation. This may include modification to the Collective Agreement if no other reasonable alternative exists.
- Be flexible when considering and developing options.
- Cooperate, to the point of undue hardship, with the Employer and employee in pursuit of an accommodation.
- Reduce the agreement to writing, and ensure the accommodation is given a fair opportunity to work.
- Follow up to ensure that the accommodation meets the needs of the employee seeking accommodation.
- Provide explanation in the event of the Union refusal to accommodate, if accommodation is not possible because doing so poses undue hardship to the Union or other employees.
- Be willing to review and adjust the accommodation agreement if the circumstances or needs change and the agreement is no longer working

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

**Memorandum of Understanding # 2 - Seasonal Employees
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/Canadian Union of Public Employees Local 108**

SEASONAL EMPLOYEES COMPLETING 60 WORKING MONTHS EMPLOYMENT

The Employer and the Union agree that the following respecting Article 17.05(b) 10 (iv) is applicable.

- A Seasonal employee completing sixty (60) working months of employment under Article 17.05(b) 10 (iv) shall become a permanent employee and will hold the classification of Labourer in all cases.
- The employee shall have their completed 60 months of seasonal employment recognized as seniority as defined under Article 25 – Seniority.
- The Director may re-assign the employee to another Shop, Section, Depot and Region within the business unit, based on operational need. However, where possible the Employer will endeavour to have the Employee continue to work within the Shop, Section, Depot and Region in which the sixty (60) months of seasonal employment was accumulated if such work is available.
- The re-assignment of the employee shall not result in the displacement or lay-off of any other permanent full-time employee.

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

**Memorandum of Understanding # 3 - Mutual Aid
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/Canadian Union of Public Employees Local 108**

The parties recognize that:

Halifax Regional Municipality Charter, S.N.S. 2008, c.39 provides that HRM may agree with other municipalities, villages, fire protection districts, federal and provincial departments and agencies or others to provide assistance at fires, rescues and other emergencies and to receive assistance at fires, rescues and other emergencies.

In order to support positive labour relations, the parties agree to meet after the signing of the Collective Agreement to discuss mutual aid assistance, possible requirements of the workforce, and labour relations and or Collective Agreement considerations.

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

Memorandum of Understanding # 4 - Apprenticeship Training
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/Canadian Union of Public Employees Local 108

Halifax Regional Municipality (HRM) and the Halifax Civic Workers' Union/Canadian Union of Public Employees, Local 108 recognize the value of highly skilled employees. The parties have therefore agreed to foster the enhancement of skill development of their employees and members through the promotion and implementation of an Apprenticeship Program.

Therefore the Parties agree:

Each employee who enters the Apprenticeship Program will complete the Training Program in its entirety and will remain in the employ of HRM for a minimum period of two years following completion of the Program. Failure to fulfill either or both of these conditions will result in a requirement for the employee to repay to HRM the tuition costs of the Program paid on behalf of the employee. In the event that an employee partially completes the Program, or fails to remain in the employ of HRM for a full two years subsequent to completing the program, the amount of tuition to be repaid shall be pro-rated accordingly. An apprentice must complete the program within six (6) years.

The costs of the tuition may be recovered from an employee who fails to meet these conditions by deducting the amount from vacation or other monies owed to the employee at the time of termination of employment. If these monies are insufficient to repay the debt the employee will, prior to termination, repay the difference between the amount covered by the monies owed the employee and the debt. Further, if the employee does not complete the program the monies will be repaid within one (1) month of the employee's last training module or session of the Program. This requirement for repayment of tuition will be waived should the employee find it necessary to withdraw from the Program for medical reasons.

An apprenticeship rate shall be established and increased by \$1.00 per hour per year until it reaches 90% of the Journeyman rate. A current employee will carry their salary over, and will join the salary scale where applicable. While in training an employee will be removed from the overtime lists.

Before commencing the Apprenticeship Program each HRM employee who enters into the Apprenticeship Training Program will sign the Letter of Commitment agreeing to the tuition recovery as set out in paragraph (a) of this memorandum, and authorizing the deduction of such tuition from vacation pay or other monies owed as set out in paragraph (b) above. **[2015]**

The Parties further agree to the following:

a) Apprenticeship guidelines will be in conjunction with the Department of Education Apprenticeship Training Division.

b) The cost of fifty percent (50%) of tuition fees will be paid by HRM while all other costs will be the responsibility of the apprentice. Upon successful completion of the Program, HRM will reimburse the apprentice for the remaining fifty percent (50%) of tuition costs.

c) Apprentices must be willing to sign a commitment stating that after completing the Apprenticeship Program the Apprentice will commit to work for HRM for at least a two year period, otherwise the Apprentice will reimburse monies paid by HRM for the costs incurred during the program.

d) Completion of an Apprenticeship Program will not automatically result in an appointment to Journeyman status. A vacancy must exist and normal posting and competition processes will apply.

e) HRM will provide an out-of-town allowance of \$100.00 per week and an out-of-town mileage travel allowance in accordance with the HRM travel policy for a round trip to the education institution.

f) Apprentices must apply for Employment Insurance when attending modular training. HRM will pay the difference between any government training benefit and/or Employment Insurance benefit and the Apprentice's regular straight time rate to the extent permitted by legislation.

g) The Program must be in accordance with the following:

- 1.** The Program must be in accordance with Section 25 of the Employment Insurance Act.
- 2.** The plan will supplement EI benefits for periods of unemployment when participating in the training as prescribed by the terms of the Apprenticeship Program.
- 3.** Verification that the employees have applied for and are in receipt of EI benefits will be made before SUB (Supplementary Unemployment Benefits) payments are paid.
- 4.** The maximum number of weeks of SUB (related to training absences from work) which may be paid is 28 weeks. This number of weeks of training required is determined in each individual case by Apprenticeship NS. [2015]
- 5.** The SUB is payable at 95% of the employee's normal weekly earnings while the employee is serving the one-week EI waiting period.
- 6.** The plan provides that the gross amount of EI benefits from this employment plus the SUB payment will equal 95% of the employee's normal weekly earnings.
- 7.** Human Resources Development Canada (HRDC) - SUB Program will be informed in writing of any changes to the plan within 30 days of the effective date of the change.
- 8.** The plan is financed by the employer's general revenues. A separate record of all SUB payments will be kept by the employer.

9. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SUB plan.

10. On termination of the plan, all remaining assets will revert to the employer, be used for SUB payments and/or be used for the administration of costs of the plan.

11. Employees do not have the right to SUB payments except during the period of unemployment specified in the plan.

[2017]

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

**Memorandum of Understanding # 5 - 48-hour Work Week
Between
Halifax Regional Municipality
And
Halifax Civic Workers' Union/Canadian Union of Public Employees Local 108**

WHEREAS the regular weekly hours for employees covered by the Collective Agreement between HRM and CUPE Local 108 is 40 hours.

AND WHEREAS as a result of long-standing business practices a small number of employees (the "affected employees") working as custodians or pool operators have been employed on the basis of a 48 hour regular work week paid at straight time wages.

THEREFORE in consideration of the following mutual covenants and consideration and other valuable consideration receipt of which is acknowledged, the parties agree as follows:

1. The affected employees shall continue to be employed on the basis of a 48 hour regular work week.
2. The affected employees will only receive overtime pay for work in excess of 48 hours per week. The Union will not file a grievance seeking additional pay or overtime pay for affected employees working their regular 48-hour work week.
3. The affected employees will receive the number of weeks' vacation entitlement as provided for in the collective agreement except that a week of vacation leave for the affected employees will consist of a 48-hour week.
4. The names of the affected employees are listed in Schedule "A" below. This Memorandum of Understanding applies only to those affected employees, and shall not apply to any other employees in the bargaining unit including any employees who may subsequently replace the affected employees in their positions.
5. No provision hereof may be amended, waived, modified or discharged except in writing.

Schedule "A"

Sparks	Jules	Floating Custodian
Moseley-Greatwich	John	Pool Operator

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

**Memorandum of Understanding # 6– Diversity, Equity and Inclusion
Between
Halifax Regional Municipality
And
Halifax Civic Workers’ Union/Canadian Union of Public Employees Local 108**

The Employer and the Union are committed to a workplace that is free of discrimination, values diversity and is representative of the people of Halifax Regional Municipality.

The Union and Employer may, by mutual agreement, agree that job postings be restricted to aboriginal peoples, racially visible persons, persons with disabilities, women and men in non-traditional roles and members of the LBGTQ+ community. Agreement shall not be unreasonably denied by either party to this agreement.

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

Memorandum of Understanding #7
Employment Equity Committee
Between
The Halifax Regional Municipality
(hereinafter referred to as the “Employer”)
And
The Halifax Civic Workers Union/CUPE Local 108
(hereinafter referred to as the “Union”)

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. The parties recognize that an Employment Equity program can serve to eliminate systemic barriers for certain groups including but not necessarily limited to: women, persons with disabilities, Indigenous/Aboriginal Peoples, racially visible people, and persons from the LGBTQ+ community. As part of HRM’s Employment Equity program the parties agree to form a joint Employment Equity Committee comprised of three representatives of the Employer and three representatives of the Union. The Committee will establish a terms of reference during the life of this 2017 – 2022 Collective Agreement.

Union members of the Committee shall be paid the appropriate rate of pay for all working time spent in Committee meetings.

The Committee shall meet as necessary, but not less than every three months.

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

Letter of Understanding # 1
Between
The Halifax Regional Municipality
(hereinafter referred to as the “Employer”)
And
The Halifax Civic Workers Union/CUPE Local 108
(hereinafter referred to as the “Union”)

It is agreed that those individual employees who were receiving thirty-five (35) working days vacation under the previous agreement shall continue to do so. **[2015]**

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

Letter of Understanding # 2
Between
The Halifax Regional Municipality
(hereinafter referred to as the “Employer”)
And
The Halifax Civic Workers Union/CUPE Local 108
(hereinafter referred to as the “Union”)

The Halifax Regional Municipality and the Halifax Civic Workers’ Union, CUPE Local 108 agree that the following respecting shifts in Parks and Recreation as outlined in Schedule “B” or Article 29 is applicable:

Shift scheduling will be limited to 30 permanent full-time employees. **[2015]**

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020

Letter of Understanding # 3
Between
The Halifax Regional Municipality
(hereinafter referred to as the “Employer”)
And
The Halifax Civic Workers Union/CUPE Local 108
(hereinafter referred to as the “Union”)

The Halifax Regional Municipality and the Halifax Civic Workers’ Union, CUPE Local 108 agree that the following respecting shifts in Streets and Sidewalks as outlined in Schedule “B” or Article 29 is applicable:

Shift scheduling will be limited to 40 permanent full-time employees. **[2015]**

Signed on behalf of the Employer _____

Signed on behalf of the Union _____

Dated at _____ this _____ day of _____, 2020