

Collective Agreement

between

Halifax Regional Municipality

(Halifax Transit, hereinafter referred to as the “Employer”)

and

Nova Scotia Government & General Employees Union

(NSGEU Local 107, hereinafter referred to as the “Union”)

June 15, 2021 – August 31, 2025

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

Whereas it is the intention and purpose of the parties to this Agreement to establish harmonious relations and settled conditions of employment between the Employer, the Employees, and the Union, to promote the well-being of its Employees and accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting Employees covered by this Agreement.

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.01 Definitions

Agreement means the Collective Agreement between Halifax Regional Municipality (Halifax Transit) and the Nova Scotia Government and General Employees Union, Local 107.

Bargaining Unit, known as “NSGEU Local 107”, means all full-time and regular part-time employees and temporary employees performing supervisory duties related to the operations of the Halifax Transit business unit, of the employer Halifax Regional Municipality, excluding the Supervisor of Ferry Operations and the Supervisor of Ferry Crewing and Scheduling, and all those persons excluded by Section 2 (2) of the Trade Union Act.

Business Day excludes Saturday, Sunday, and Holidays as described in Article 19, unless specified otherwise in this agreement.

Employee means a person who is included in the bargaining unit.

Employer means the Halifax Regional Municipality (Halifax Transit) and its successors and is otherwise referred to as “HRM”.

Employer’s Premises means any Employer owned, leased, or rented structure, vehicle, and/or vessel under the control of the Employer.

Holiday means the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday, pursuant to Article 20.

Parties means the Employer and the Union.

Probationary Employee means an Employee hired who has not completed the probationary period.

Seniority means the length of continuous employment from the most recent date of hire into the bargaining unit.

Service means service in the employ of HRM which is unbroken by termination of employment, which shall include all uninterrupted service in the employ of a predecessor Employer set out in the Halifax Regional Municipality Act, c.3, SNS 1995, and includes time spent on pregnancy leave, parental leave, paid leave of any kind, time waiting to be eligible for Long Term Disability benefits to a maximum of one hundred and twenty (120) calendar days provided the employee is accepted for benefits, time in receipt of Long Term Disability benefits for the first twenty-four (24) months, time on Workers' Compensation for the first twenty-

four (24) months, unpaid leave, time on Union leave, and any period of suspension with or without pay.

Union means the Nova Scotia Government and General Employees Union (NSGEU), Local 107.

Union Representative means any person designated by the Union.

2.02 **Interpretation**

The provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article.

Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 3 - RECOGNITION

3.01 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for the employees covered by this Collective Agreement as described by Certification Order No.1808 of the Nova Scotia Labour Board.

3.02 No Mutual Agreements

No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

3.03 Application

This Collective Agreement applies to and is binding on the Union, the employees, and the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

- (a) The Union recognizes and agrees that all the rights, powers, and authority both to operate and manage the workforce are vested exclusively with the Employer.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

4.02 Consistent Application

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

4.03 Referral to Grievance and Arbitration Procedure

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

4.04 Rules and Regulations

The Employer may establish from time to time, rules and regulations governing employees covered by this agreement. The Employer will consult with the Union prior to the implementation of new and/or modified rules and regulations.

The Employer will forward a copy of all rules and regulations - as they pertain to the work of the bargaining unit - to the Union at the time they are posted or otherwise distributed to the employees.

ARTICLE 5 - HARASSMENT AND DISCRIMINATION

5.01 No Harassment

Both parties to this contract agree that harassment is inappropriate *and* shall support a workplace free from harassment based upon the characteristics set out in Articles 5.02 and 5.03. For greater clarity, bullying behaviour is included in the definition of harassment.

5.02 Personal Harassment

- (a) The Employer and the Union agree that employees have the right to a working environment which is free of personal harassment and that employees should be treated with dignity and respect. Accordingly, the Employer will not condone personal harassment and will take timely corrective action where appropriate.
- (b) "Personal Harassment" includes actions or omissions, and words, written or spoken, which demean or insult an employee, which discriminate against an employee without reasonable cause, human rights legislation, or any other legislation, which constitute abusive conduct, which have the effect of unreasonably interfering with an employee's work performance, which creates an intimidating, hostile or offensive working environment or which may result in the loss of employment benefits.
- (c) In circumstances of alleged personal harassment, the employee may initiate a complaint under the Halifax Regional Municipality Workplace Rights Harassment Prevention Policy.

5.03 Sexual Harassment

Sexual Harassment as stated in the Human Rights Act will not be tolerated by the Employer and the Union.

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and undertake to immediately correct any situation in which sexual harassment occurs.
- (b) "Sexual Harassment" is defined as any discriminatory, gender-based conduct emanating from management personnel, other employees, or any other person the employee comes in contact with as part of their job, which the employee's refusal to accept or unwillingness to participate in may result in a loss of employment benefits or has the effect of unreasonably interfering with

an employee's work performance or creating an intimidating, hostile or offensive working environment and includes:

- i. deliberate physical contact, which is expressed to be unwanted;
- ii. gender-based verbal abuse;
- iii. demands for non-work-related social contacts which are expressed to be unwanted;
- iv. demands for sexual favors.

(c) In circumstances of alleged sexual harassment, the employee may initiate a complaint under the Halifax Regional Municipality Workplace Rights Harassment Prevention Policy.

5.04 No Discrimination

The Union and the Employees support a workplace free of discrimination. Neither the Employer, nor any person acting on behalf of the Employer, shall refuse to continue to employ any Employee or otherwise discriminate against any Employee, on the basis of race, religion, creed, color, ethnic or national or aboriginal origin, sex, sexual orientation, gender identity, gender expression, source of income, political belief, affiliation or activity, family status, marital status, age, or physical disability or mental disability, except as authorized by the Human Rights Act.

5.05 No Discrimination for Union Membership or Activity

The Employer agrees that there shall be no discrimination by reason of membership in the Union or activities on behalf of the Union.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 No Strike or Lockout

- (a) During the term of this Agreement, and pursuant to the *Trade Union Act*, the Parties hereto agree that there will be no strikes of any kind whatsoever; work stoppage; slow down; or interference or interruption with the operations of the Employer by any employee of the Union, and there will be no lockouts by the Employer.

The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 7 - UNION ACTIVITY

7.01 Leave for Union Business

Where operational requirements permit, and with at least two (2) weeks' notice where possible, special leave without pay may be granted to Employees for union business as may be authorized by the Union. The Employer will continue to pay the appropriate wages and benefits to the employee during their leave for Union business and the Union agrees to reimburse the Employer monthly, upon being billed, the cost of the wages, benefits, and pension contributions of the Union representatives.

7.02 Recognition, Rights and Duties of Union Representatives

- (a) The Employer recognizes the Union's right to select Union Representatives to represent Employees in each work location where bargaining unit members work. The Union agrees to provide the Employer with a list of Employees designated as Union Representatives. The Employer shall submit a list of managers to the Union.
- (b) Subject to operational requirements, a Union Representative is entitled to leave work during working hours to participate in a meeting called by the Employer. Leave for this purpose shall be without loss of regular pay.
- (c) When a Union Representative is required to attend a formal grievance meeting during non-working hours, they shall, notwithstanding article 16.01, receive straight time pay for time spent at the meeting.
- (d) Union Representatives will have the opportunity to enter the Employer's premises for the purpose of consultation with Union Representatives on matters arising from the administration, alleged violation, interpretation, or application of this collective agreement, provided such entry does not disrupt the work or operation of the Employer.

7.03 No Loss of Service, Seniority or Benefits

While on leave for union business pursuant to Article 7, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on union business pursuant to Article 7 provided the Union reimburses the Employer for the Employer's costs of group benefits and pension for the period of such leave pursuant to Article 7.01. This leave is subject to the regulations governing the Pension Plan and Group Insurance Benefit Package.

7.04 **Contract Negotiations**

The Employer will pay up to 400 hours towards the Union's negotiation team during negotiations. Once the 400 hours are depleted, the Employer will pay the lost wages for two (2) of the Union's negotiation team members for scheduled negotiating or conciliation meetings with the Employer.

7.05 **Leave of Absence for Union Executive Positions**

(a) In the event a permanent employee in the bargaining unit is elected or appointed to a full-time Union Executive position, the employee may request an unpaid leave of absence. If operational requirements permit, and on reasonable notice, the Employer may grant such leave, for up to three (3) years, with the possibility of further three (3) year extensions at the Employer's sole discretion.

For greater clarity, full-time Union Executive positions are as follows:

- i. Provincial President
- ii. Provincial First Vice President
- iii. Provincial Second Vice President
- iv. Provincial Third Vice President
- v. Provincial Secretary Treasure
- vi. President and Secretary Treasurer of the National Union of Public Employees (NUPGE)
- vii. President of the Nova Scotia Federation of Labour

(b) Subject to the approval of the plan carrier and Article 25, the Employee's group insurance benefits may continue in effect while the Employee is serving in a full-time Union Executive position and, for such purposes of eligibility for benefits only, the Employee shall be deemed to be in the employ of the Employer. Subject to the approval of the plan carrier, for the purpose of the group rating of benefits and for the purposes of any benefits to be paid to the Employee, notwithstanding any salary paid to the Employee by the Union, the Employee's salary shall be deemed for the purpose of this Article only to be the salary they were earning at the time the leave commenced. The Employee is subject to all changes in benefits (if any) that occur during their leave that affect all Employees or that affect the individual Employee's benefits. Any determination of benefits paid out by the Plan Carrier to the Employee shall be at the discretion of the Plan Carrier.

(c) Subject to the approval of the pension plan and plan requirements and Article 26, the Employee may continue to qualify for pension plan contributions during their leave, but the Union and/or the Employee shall be solely responsible for the Employer's and Employee's contributions to the pension plan for the duration of the Employee's leave under this Article. For the purposes of pension contributions, notwithstanding any salary paid to the

Employee by the Union, the Employee's pension contributions shall be limited to the amount of contributions made by the Employee and Employer for the position held by the Employee at the time their leave commenced.

- (d) Upon reasonable notice prior to the end of the term of the Employee's full-time Union Executive position, they will be reinstated in the position they held immediately prior to commencement of such leave if such position continues to exist or if that position no longer exists, to an available comparable position.
- (e) Upon reinstatement, the Employee shall suffer no loss of benefits accrued to the commencement of the leave (subject to Article 7.05(b)), no loss of Seniority accrued to the commencement of the leave, and no loss of Service accrued to the commencement of the leave.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to the Employee assuming the full-time Union Executive position shall be paid out to the Employee at the time they commence their leave. Additionally, any sick leave entitlement earned but not used prior to the Employee assuming the full-time Union Executive position shall be suspended until the Employee returns to their position within the bargaining unit.
- (g) Notwithstanding paragraph (a), but subject to paragraphs (b) and (c), the gross salary of the position shall be determined by the Union, and paid by the Employer, and the amount of the gross salary shall be reimbursed to the Employer by the Union.
- (h) Subject to paragraphs (b) and (c), the Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension, and group insurance premiums made on behalf of the Employee during the period of the leave of absence. The Union shall notify the Employer of the income tax to deduct from the employee's salary and shall indemnify the Employer for any errors or liabilities assessed by Canada Revenue Agency (CRA) arising from the administration or application of Article 7.05.
- (i) The parties recognize that there may be cases in which the Employee on leave may wish to modify or terminate their leave early. In such cases, the Employee shall submit a request to the Employer, in writing, with no less than one (1) months' notice. The Employer shall, without unreasonable delay, advise the Employee whether their leave is to be modified or terminated.
- (j) Should the Employee not return to their position within the bargaining unit one (1) month following completion of the term of their leave of absence, the

Employee shall be deemed to have abandoned their position and the employment relationship shall be terminated.

ARTICLE 8 - UNION DUES

8.01 Deduction of Union Dues

The Employer will, as a condition of employment, deduct an amount equal to the amount of the Union's membership dues from the bi-weekly pay of all Employees. Dues deductions for Employees entering the Bargaining Unit shall commence at the first full bi-weekly pay period.

8.02 Notification of Deduction

The Union shall inform the Employer, in writing, of the amount to be deducted for each Employee.

8.03 Remittance of Union Dues and Membership Information

The amounts deducted from the pay of the Employee in accordance with Article 8.01 shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month and shall be accompanied by particulars identifying each Employee, their job title, work location contact information and the deductions made on the Employee's behalf. At this time, the Employer shall also advise the Union in writing of all new hires, leaves of absence greater than two (2) weeks, and terminations that occurred in the previous month.

8.04 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 9 - MEMBERSHIP COMMUNICATION

9.01 Membership Communication

In each work location, the Union may have bulletin boards for the inclusion of Union material for the purpose of communicating to its members.

ARTICLE 10 - INFORMATION

10.01 Copies of Agreement

The Union agrees to supply the Employer with copies of the Agreement, the cost of which shall be shared equally between the Employer and the Union.

10.02 Statement of Appointment

Upon hiring, each Employee shall be provided with a statement of their classification and employment status.

10.03 Information to Union

The Employer agrees to notify the Union's Employee Relations Officer and Local Secretary of all bargaining unit appointments, new hires, transfers outside the bargaining unit, retirement, resignations, terminations, and layoffs within ten (10) working days of the effective date.

10.04 New Employees

The Employer agrees to advise all new employees to the bargaining unit that a Collective Agreement is in effect. A Union representative will be granted one-half (1/2) hour to meet with new employees to the bargaining unit for the purpose of acquainting the new bargaining unit member with the Union and the Collective Agreement. The meetings will be scheduled at the discretion of the Employer and whenever possible the Union representative will have these meetings with groups of new employees rather than individually. If the meeting takes place outside of the Union representative's working hours on the day of the meeting, the Union representative will be paid one half (1/2) hour at straight time.

10.05 Position Descriptions

Employees shall be provided with current job descriptions outlining the duties and responsibilities of their positions upon hire and upon request. Upon request, the Union shall be provided a copy of the job descriptions.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 Probationary Period

All newly hired Employees to a permanent position shall serve a probationary period of six (6) months. The end date for the probationary period shall be stated in the Employee's offer letter. Upon successful completion of the probationary period, seniority shall be backdated to the commencement of the probationary period.

This probationary period may be extended by mutual agreement between the Employer and the Union. The Employer shall notify the Employee at least two (2) weeks prior to the expiry of the probationary period setting out the reasons for the extension in writing.

Should an employee have an absence from their regular duties for any reason in excess of thirty (30) calendar days, their probationary period will be extended by the duration of the absence.

Employees will serve only one (1) probationary period.

11.02 Termination of Probationary Employee

Probationary Employees may be discharged during the probationary period at the Employer's sole discretion. Union representation will be permitted to be present at the termination.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01 (a) No Employee who has successfully completed the probationary period shall be disciplined, except for just cause.
- (b) When an investigation into allegations requires a meeting between the Employer and the Employee against whom an allegation has been made, or when the Employer is setting up a meeting with an Employee to impose discipline, the Employee shall be advised in advance of the purpose so that the Employee may contact a Union Representative to be present. The Union representative shall not suffer any loss of pay or benefits for time spent at the meeting.
- (c) The Employer will endeavor to meet with the Employees as soon as is reasonably possible.

12.02 Notification

Where an Employee is suspended without pay or discharged, the Employer shall, within two (2) working days, notify the Employee in writing by email, certified mail or by personal delivery, stating the reason for the suspension or discharge. A written copy will be provided to the Union.

12.03 Grievance

Where an Employee alleges that they have been suspended without pay or discharged contrary to Article 12.01(a), the Employee shall lodge their grievance at Step 2 of the grievance procedure within fifteen (15) business days of the date the Employee had notice of the suspension or discharge.

ARTICLE 13 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

13.01 Performance Evaluations

The Employer may conduct an annual review of an employee's performance. The Employee shall be given an opportunity to discuss, comment, and sign the review form in question to indicate that its contents have been read. A copy of any written review will be given to the Employee.

13.02 Personnel Files

- (a) If anything is placed on an Employee's file, the Employee shall have the right to a copy of it and the right to reply in writing and such reply shall become part of the employee's record. No adverse comment, warning or negative criticism will be placed on an employee's file without the employee being provided with a copy in a timely manner.
- (b) Employees shall have the right at any time, with three (3) working days' notice, to see their complete file, including all files wherever kept, during business hours and shall be permitted to respond in writing to anything in the file and such response shall become part of the employee's file. The employee may be accompanied by a Union representative and shall be entitled to a copy of relevant materials.
- (c) Compliments and letters of commendation will be placed on the employee's personnel file and a copy will be provided to the employee.

13.03 Disciplinary Documentation

Where written documentation of disciplinary action exists in an Employee's file, and where formal disciplinary action has not occurred for a period of twenty-four (24) months following the date of the written documentation pertaining to the date of last incident, such documentation shall be expunged from the Employee's personnel file.

13.04 Complaints

The Employer agrees that the Employee will be notified of any complaints, policy, or rule violations within fifteen (15) business days of the Employer's knowledge or receipt.

ARTICLE 14 - JOB POSTING

14.01 Job Postings

- (a) The Employer shall post notice of a new or vacant position for a period of twelve (12) consecutive calendar days. Vacancies shall be communicated via e-mail and/or successor technology or methodology.
- (b) The notice and posting referred to in Article 14.01(a) shall contain the following information: closing date, job title, required qualifications as established by the Employer, required knowledge and experience, education and skills, hours of work, hourly rate of pay, and confirmation that it is a Union position.
- (c) The Employer may advertise a vacancy externally at the same time as the vacancy is posted within the bargaining unit. However, the Employer will give full consideration and preference to bargaining unit members and will only consider applications from outside the bargaining unit after it has been determined that no bargaining unit member is the successful applicant.
- (d) The notice and posting referred to in Article 14.01(a) shall indicate how an application is to be made for the position, and when the vacancy is to expire (if temporary). The Employer will provide a route for application if the Employee is not able to apply from the office.

14.02 Appointment

- (a) Appointments to bargaining unit positions will be based on qualifications and merit. "Qualifications" means the education, training, skills, experience, knowledge and competencies or combination thereof required for a position. An applicant must meet the minimum required qualifications in order to be assessed for merit. "Merit" may be assessed through interviews, testing and references or a combination thereof.
- (b) Where two or more applicants with the highest scores above the minimum score are determined to be relatively equal in merit and qualifications (within five per cent (5%) of each other), the applicant with the greatest length of bargaining unit seniority will be appointed to the job.
- (c) Members in the Division who currently have the same job title as the vacant position may show an expression of interest and be appointed to the position, in order of seniority, before the position is posted.

- (d) If a position becomes vacant less than ninety (90) calendar days after the position is filled, the Employer may rely on the prior posting to fill the vacancy.

14.03 Temporary Positions of Less Than Ninety (90) Calendar Days

- (a) Vacancies may be temporarily filled at the discretion of the Employer for up to ninety (90) calendar days. The Employer recognizes the benefit of making such appointments from within the bargaining unit. The Union recognizes that the Employer must consider, in making such appointments, the operational impacts of the resulting vacancy or vacancies. Such appointments will not exceed ninety (90) calendar days, nor will employees be re-appointed for a further period of any length without the express written consent of the Union.
- (b) If a temporary vacancy exceeds, is likely or anticipated to exceed, or it becomes evident it will exceed ninety (90) calendar days, the vacancy will be filled as per Article 14.01.

14.04 Trial Period

- (a) A permanent Employee who is the successful applicant to a new or vacant position shall be given a trial period of six (6) months of work in the new position.
- (b) If, in the opinion of the Employer, the successful applicant proves unsatisfactory during the trial period, they shall be returned to their former position and salary without loss of seniority or other benefits. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their same or similar position and salary without loss of seniority or other benefits. After the successful completion of the trial period, the appointment shall become permanent. In implementing the rearrangement of positions, no job postings shall be required.
- (c) If an Employee determines during the trial period that they do not wish to continue in the new position, they shall be returned to their former position pursuant to (b) above.

14.05 Appointment to a Temporary Position

- (a) An employee applying for and accepting an appointment as a result of a temporary posting shall, subject to suitability, commit to the full term of the

initial posting unless the Employee is the successful applicant for a permanent position.

- (b) A permanent employee in the bargaining unit who applies for a temporary position or for a permanent position which is being temporarily filled, which is for a period of six (6) months or less must have the permission of their direct Manager in order to accept the temporary appointment. Such permission will not be unreasonably withheld.
- (c) At the end of an appointment to a temporary position, an employee shall be placed back into the Employee's permanent position.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

- (a) Hours of work are assigned by the Employer, based on the operational requirements of the Division.
- (b) All Employees shall have a minimum of eight (8) consecutive hours off duty within each twenty-four (24) hour period.
- (c) The regular work week is based on an average of 40 hours per week however, many Employees have regular hours which vary from this based on the operational requirements of the Division.
- (d) An Employee's regular schedule of work will have a minimum of two (2) consecutive days off each week.
- (e) Dispatch Supervisors who work an additional four (4) hours biweekly shall be compensated *shift adjustment pay* of an additional 7.5% on their base salary.

15.02 Changes to Existing Schedule for Each Division

- (a) The existing schedule for each Division that is in place at the time of signing the 2021-2025 collective agreement shall remain, until such time as it must be changed due to operational requirements.
- (b) When, pursuant to (a) above, it is deemed by the Employer that the existing schedule must be changed due to operational requirements, a minimum of eight (8) weeks notice will be given to Employees affected by the change.

15.03 Changes to Individual Schedule

Subject to operational requirements, changes to an Employee's schedule may be made by the Employer provided forty-eight (48) hour notice has been given to the Employee. Notwithstanding this notice period, in an emergency situation when an interruption of service to which the Employer is committed will occur, as much notice as is reasonably possible will be given.

For the purpose of article 15.03, Employees occupying a position working relief shifts are not eligible for notice periods.

15.04 **Shift Differential**

- (a) Fleet Supervisors who work between 15h30 and 7h00 shall receive a shift differential premium of two dollars (\$2.00) for every regular hour worked.
- (b) The shift differential is payable for employees on vacation, paid sick leave, or other short-term paid leaves. The shift differential is not payable for overtime hours. Also, the shift differential is not considered to be part of the Employee's wages for the calculation of the overtime rate or any other premium pay rate in this Collective Agreement. This will be considered pensionable if allowed under the Pension Plan.

15.05 **Flexible Working Arrangement**

Employees may work flex hours or compressed time if mutually agreed to by the Employer and the Employee and shall not be unreasonably denied.

ARTICLE 16 - OVERTIME

16.01 Application

Overtime for Employees shall apply to all hours worked in excess of an Employee's regularly scheduled shift.

For the purpose of this article, Office Supervisors are not eligible for Overtime.

16.02 Authorization of Overtime

All Employees must receive prior authorization, where possible, from the Employer prior to working any overtime hours.

16.03 Form of Overtime Compensation

Employees eligible for Overtime under Article 16.01 will be compensated at the rate of time and one half (1.5) for all overtime hours worked.

Employees will be allowed to bank any overtime earned at the appropriate rate. Compensation for overtime shall be in the form of pay or may be granted in the form of paid time off in lieu of overtime pay at a time mutually agreed by the Employer and the Employee.

Any banked overtime for an Employee in excess of eighty (80) hours not taken by March 31 will be paid out for the hours in excess of eighty (80) hours no later than the first pay in May.

Employees who have in excess of eighty (80) hours in their overtime bank as of the date of signing of the 2021-2025 Collective Agreement will reduce their overtime bank to no more than eighty (80) hours by the expiration date of the Collective Agreement. Employees will make arrangements with their Supervisor to reduce their overtime bank, either through time off in lieu (TOIL) of overtime or payout.

The Employer shall not unreasonably refuse an Employee's requested time off in lieu.

16.04 Computing Overtime

In computing overtime, fifteen (15) minute increments are used, rounded to the nearest quarter hour.

16.05 Overtime Distribution

(a) The Employer will distribute overtime as equitably as possible among

qualified Employees in the division who are willing to work overtime.

(b) Employees will not be required to work on their regular day(s) off unless no other qualified employee will voluntarily perform the work required. If necessary to work on their regular day(s) off, qualified employees within the job classification will be forced to work in reverse order of Seniority.

(c) No Employee will be compelled to do extra work after having completed a regular shift, except in cases of emergency. For the purpose of this clause, the word emergency will be defined by the following: Employees will be forced to work under emergency orders when an interruption of service to which the Employer is committed will occur if they do not work.

16.06 Call Back

When an Employee is called back, they will be paid at the overtime rate and will receive not less than four (4) hours' pay.

"Call Back" means any Employee required to return to work after they have completed their shift and left their place of employment.

16.07 Meal Allowance

Employees who are required to work in excess of two (2) hours as a continuance of their regular day's work will be provided with a meal allowance of ten dollars (\$10.00). Should they be required to work for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked.

ARTICLE 17 - TRANSPORTATION

17.01 Reimbursement

If the Employer has not provided transportation and an Employee agrees to use their personal vehicle for the Employer's purposes, including to attend training or meetings, the Employee shall be reimbursed in accordance with the HRM's Employment Expense Reimbursement Policy. Reimbursement will not include any travel costs that the Employee would have normally incurred.

ARTICLE 18 - RATES OF PAY

18.01 Pay Rates and Method of Pay

- (a) The Employer agrees to pay, and the Union agrees to accept, the wage rates and job classifications as set out in Appendix "A", which forms a part of this collective agreement.
- (b) Statement of earnings and deductions (pay stubs) will be provided to employees by the Employer. Statements shall show all amounts paid and deducted for the period, the year-to-date amounts paid and deducted, and the reasons therefore, as well as amounts of vacation, sick, banked holiday, emergency, and overtime hours.
- (c) Employees shall be paid bi-weekly on every second Thursday by direct payroll deposit in accordance with Appendix "A".
- (d) If a holiday should fall on a payday, the last regular working day prior to the holiday will be considered the payday.

18.02 New Classification

- (a) Should a new classification be created within the bargaining unit that is not covered in Appendix "A" of the Agreement, the Employer shall notify the Union as soon as possible and in any event prior to establishing the classification. If the Employer and Union cannot agree on an appropriate level for the new classification, the Union can seek redress through Article 24.
- (b) Nothing herein shall prevent the Employer from filling such positions during such negotiations. The new rate shall be retroactive to the date on which the position was first filled by the Employer.

18.03 Re-Evaluations

- (a) It is acknowledged that the Employer carries out its own evaluation of bargaining unit positions in accordance with Employer Job Evaluation policy.
- (b) An Employee may apply for a re-evaluation if the position has been significantly changed since the last evaluation. The application for re-evaluation shall be made in writing, setting out the grounds for the re-evaluation. The Employee's supervisor or manager will sign the application

and may, if the Supervisor or Manager wishes, attach their comments regarding information provided by the Employee.

- (c) If the Employer determines that the change has been significant, the position will be re-evaluated, and the Employer shall notify the Union of the result of the reevaluation as soon as possible. If the Union does not agree with the pay level for the new classification, the Union can seek redress through Article 24.
- (d) Where an Employee's pay level is increased as a result of a re-evaluation, the Employee will receive the pay of the new level as of the date of the Executive Director's approval of the job description.
- (e) Where an Employee's pay level is decreased as a result of a re-evaluation, the Employee shall be red circled and shall not receive increases until such time as the Employee's rate catches up with the salary for their level.
- (f) Within ten (10) working days of a re-evaluation process being finalized, the Employer will advise the Union of the level, and whether there has been a change in the level of a position.

18.04 Maintaining Membership

All employees in the Bargaining Unit required to maintain membership in a professional or trade association as a condition of employment will be reimbursed the annual dues or membership fees by the Employer.

18.05 Free Passes

The Employer agrees to provide free passes on bus and ferry for Employees and Retirees.

ARTICLE 19 - VACATIONS

19.01 Vacation Year

The vacation year shall be January 1st to December 31st, inclusive.

19.02 Vacation Entitlement – Permanent Full Time Employees

- (a) Vacation entitlements are determined by the Employee's length of continuous service and shall be prorated during an Employee's first year of employment.
- (b) Permanent Full Time Employees shall earn vacation at the following rates effective date of signing of this agreement.
 - i. After employment and for the remainder of the calendar year – 1.25 working days for each month or partial month of employment.
 - ii. In the employee's first to fifth full calendar year – fifteen working days.
 - iii. In the employee's sixth to twelfth full calendar year – twenty working days.
 - iv. In the employee's thirteenth to nineteenth full calendar year – twenty-five working days.
 - v. In the employee's twentieth year of employment and thereafter – thirty working days.

Additional vacation may be granted to new Employees, in accordance with Employer policy and at the sole discretion of the Employer.

- (c) An Employee may carry over any portion of one year's vacation to a maximum of five (5) days of banked vacation pay credits.
- (d) Vacation may be taken on the assumption that employment will continue throughout the calendar year. An Employee who takes vacation and terminates employment before the end of the calendar year is subject to have a prorated proportion of the vacation pay repaid to the Employer.
- (e) Where the Permanent Full Time Employee has made reasonable attempts to schedule vacation and such requests have been denied and/or could not be scheduled due to unusual and unforeseen operational requirements additional carry-over may be granted at the discretion of the Employer. The Employer is required to make every effort to avoid this situation in order to ensure that Employees are able to take vacation each year.

19.03 Notice of Vacation, Vacation Scheduling and Application of Seniority

Individual vacation shall be scheduled in accordance with the Divisional vacation pick process established by the Employer.

Vacation will be made available by the Employer in such numbers as will not impair or restrict the provision of the regular services of the Employer.

The entire calendar year will be made available for vacation selection. A Divisional vacation selection process will begin annually during the week of October 15, and will be completed by December 31. Employees will be eligible to select vacation according to seniority.

Any Employee selecting vacation after December 31 shall be approved on a first come first served basis, subject to availability and operational requirements.

19.04 Employee Compensation upon Separation

Vacation entitlement will not be exchanged for money reimbursement except upon termination, at which time the Employer will ensure the terminating employee is compensated for vacation earned up to the date of termination.

19.05 No Recall During Vacation

The Employer will make every reasonable effort not to recall an Employee to duty while on vacation leave or cancel vacation once it has been approved.

19.06 Hospitalization During Vacation

In the event that an Employee is hospitalized while on vacation, the period of vacation during which the employee was hospitalized, may, at the employee's request, be deemed to have been sick leave rather than vacation, provided the employee has sufficient sick leave credits available. Such requests by an employee must be made as soon as reasonably possible and proof of hospitalization may be required.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The following days shall be designated as paid holidays:

- i. New Year's Day
- ii. Nova Scotia Heritage Day
- iii. Good Friday
- iv. Easter Sunday
- v. Victoria Day
- vi. Canada Day
- vii. Civic Holiday
- viii. Labour Day
- ix. National Day for Truth and Reconciliation
- x. Thanksgiving Day
- xi. Remembrance Day
- xii. Christmas Day
- xiii. Boxing Day
- xiv. Any other day appointed by proclamation of the Governor General of Canada, the Lieutenant Governor of Nova Scotia, the Province of Nova Scotia, or the Halifax Regional Municipality.

20.02 Holiday Hours Accrual in Advance

- (a) On January 01 of each year, Dispatch Supervisors, Mobile Supervisors and Supervisors of Transit Network will receive eight (8) banked hours for every holiday listed in 20.01. Articles 20.03 (a) and (b) do not apply to these employees.
- (b) Banked holiday hours are given on the assumption that employment in that position will continue throughout the calendar year. An Employee who does not work in their position for thirty (30) consecutive calendar days shall have their current years' holiday bank reduced by eight (8) hours for each holiday that occurs during their absence.
- (c) The Employee will reimburse the Employer for unearned holiday bank leave taken in a calendar year.
- (d) Any banked holiday hours remaining on December 31 shall be paid out to the Employee.

20.03 **Work on a Paid Holiday**

For the purpose of articles 20.03 (a) and (b), Dispatch Supervisors, Mobile Supervisors and Supervisors of Transit Network are excluded.

- (a) Employees who occupy positions as Office Supervisors shall recognize holidays on the actual calendar date they fall except when a holiday falls on a weekend. In such instances, the holiday shall be recognized on the Employee's next workday (e.g.: the following Monday) as their designated day off.
- (b) Fleet Supervisors shall recognize holidays on the actual calendar date they fall as their designated day off. When the holiday falls on the Employee's regular scheduled day off, they shall be paid eight (8) hours' time in lieu for the holiday.
- (c) In order to be eligible for paid holidays listed in Article 20.01, an Employee must have:
 - (i) Worked on the regularly scheduled shift preceding and the regularly scheduled shift following the holiday unless they are absent with the permission of the Employer.
 - (ii) Been eligible to receive pay for at least fifteen (15) days during the thirty-calendar day period prior to the paid holiday.
- (d) When an Employee works on a paid holiday listed in Article 20.01, the Employee shall be paid one and one half (1 1/2) times their regular rate of pay for each hour worked.

20.04 **Holiday During Paid Vacation**

When the calendar date of a designated holiday falls within a period of paid vacation, the holiday shall not count as a vacation day.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Leave of Absence Without Pay

- (a) An Employee may, upon request, be granted a leave of absence without pay at the sole discretion of the Employer. An Employee will make requests for unpaid leave in writing. Leaves of absence will not be unreasonably denied.
- (b) The maximum period for a leave of absence without pay is 12 months. A request must be received at least three (3) months before the leave of absence is to commence. In exceptional situations, emergency requests for leaves of absence starting in less than three (3) months may be considered.
- (c) Leave of absence without pay will not be granted for requests to work for another employer, except for NSGEU.
- (d) If at any point, the Employee wishes to prematurely end the leave of absence, the Employee must submit the request in writing. Notice of at least two (2) weeks is required.
- (e) An Employee on a leave of absence without pay shall continue to accrue seniority for the duration of the leave.
- (f) During the period of the leave of absence, Employees will not accrue sick days, vacation days, or any other benefit which accumulates based on service.
- (g) An Employee may elect, prior to the commencement of the leave of absence, to continue group benefits and pension participation. Continued payment and participation will be in accordance with article 25.08.

21.02 Bereavement Leave

- (a) On the death of a member of the Employee's immediate family, the Employee will be granted bereavement leave with pay for a maximum of five (5) consecutive working days.

For the purpose of this article, an Employee's immediate family includes the Employee's spouse/partner, children, wards, parents, siblings, parents-in-law, grandparents, and grandchildren.

- (b) If a death occurs in the Employee's immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of the Employee's scheduled shift.
- (c) On the death of a member of the Employee's extended family, the Employee will be granted bereavement leave with pay for a maximum of three (3) consecutive working days.

For the purpose of this article, an Employee's extended family includes aunts, uncles, nieces, nephews, sisters-in-law, brothers-in-law, and grandparents-in-law.

- (d) On the death of any other relative not listed here or a person who resides with the Employee, the Employee will be granted bereavement leave with pay for a maximum of one (1) working day.
- (e) Subject to operational requirements, the Employer may grant an Employee permission to attend the funeral or similar event of a colleague. If the event or any portion of the event occurs during the normal workday, employees attending the event will not suffer a loss of pay.
- (f) Under special circumstances, Employees may be granted more time than what is provided for in Articles 21.02 (a) and (c), provided the circumstances are made known to the Employer and the approval of the Employer is first obtained.
- (g) The Employer may grant the employee permission to use vacation, time in lieu, other accumulated leave, or unpaid leave in the event of the death of a friend, like-relative, etc.
- (h) If an employee is on vacation or sick leave with pay at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to her vacation or sick leave credits.
- (i) In the event that the funeral, interment, celebration of life or similar event of a relative listed in Articles 21.02 (a) or (c) occurs later than the period of bereavement leave, the Employee may defer a portion of bereavement leave to attend.

21.03 Court Leave

- (a) Leave of absence with pay shall be given to every Employee, other than an Employee on leave of absence without pay or under suspension, who is required to serve on a jury.

- (b) Any Employee given leave of absence with pay to serve on a jury shall have deducted from his/her salary an amount equal to the amount that the Employee receives for such jury duty.
- (c) All hours in which an Employee is required by subpoena or summons to attend as a witness in any work-related court proceedings shall be considered regular hours of work.

21.04 **Pregnancy Leave**

Pregnancy leave shall be considered as a right for all employees. Employees shall be granted pregnancy leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the Labour Standards Code of the Province of Nova Scotia.

Pregnancy leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation, and sick leave. Vacation entitlements will not be prorated under Article 19 when pregnancy leave is taken.

An employee returning from pregnancy leave shall retain their rights as outlined in this collective agreement.

An Employee shall be granted pregnancy leave in the following manner:

- (a) An unpaid leave of absence of sixteen (16) weeks will be granted.
- (b) An Employee shall forward to the Employer a written notice of pregnancy leave in accordance with Article 21.09.
- (c) The pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the actual date of delivery. The aforementioned notwithstanding, the Employer may require that an Employee begin a leave of absence earlier than the time set out therein if the Employee cannot reasonably perform their duties or if the employee's work is materially affected by the employee's pregnancy.
- (d) Pregnancy, in and of itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.

- (e) Where working conditions may be hazardous to the fetus or the pregnant Employee, the Employer shall endeavor to provide alternative safe employment at no reduction in pay or benefits for the period of the 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.
- (f) Should an Employee become ill arising out of her pregnancy prior to the commencement of her pregnancy leave, they shall be granted sick leave pay in accordance with the provisions of Article 22.
- (g) Pregnancy leave shall end on such date as the Employee determines, but not later than sixteen (16) weeks after the pregnancy leave began, nor sooner than one (1) week after the date of delivery.

21.05 Parental Leave

Parental leave shall be considered as a right for all employees. Employees shall be granted parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the Labour Standards Code of the Province of Nova Scotia.

Parental leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation, and sick leave. Vacation entitlements will not be prorated under Article 19 when parental leave of thirty-five (35) weeks or less is taken.

An employee returning from parental leave shall retain their rights as outlined in this collective agreement.

An employee shall be granted parental leave in the following manner:

- (a) An Employee who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks.
- (b) An Employee must provide notice to the Employer of the date that they intend to begin their leave and the date they intend to return to work, provided that if circumstances beyond the control of the Employee dictate a change to those dates, they shall advise the Employer of the changed dates as soon as reasonably possible.
- (c) In the case of a newborn child, the leave shall end no later than seventy-seven (77) weeks after the birth of the child. This leave will be uninterrupted.

- (d) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave:
 - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work.
 - (ii) shall end not later than sixty-one (61) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice to the Employer of the date upon which the leave will end.
- (e) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is seventy-seven (77) weeks. If both parents are eligible for parental leave under this Agreement, the maximum combined pregnancy leave and parental leave to which the Employees are entitled is seventy-seven (77) weeks.

21.06 Parental Leave for Adoptive Parents

Parental leave for adoptive parents shall be considered as a right for all employees. Employees shall be granted parental leave in accordance with the provisions of this collective agreement unless increased or better leave or benefits are provided by the provisions the Labour Standards Code of the Province of Nova Scotia.

Parental leave for adoptive parents shall be deemed to be continuous employment for the accrual of seniority, service, vacation, and sick leave. Vacation entitlements will not be prorated under Article 19 when parental leave of thirty-five (35) weeks or less is taken.

An employee returning from parental leave shall retain their rights as outlined in this collective agreement.

An employee shall be granted parental leave in the following manner:

- (a) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks.
- (b) An Employee must provide notice to the Employer of the date that they intend to begin their leave and the date they intend to return to work, provided that if

circumstances beyond the control of the Employee dictate a change to those dates, they shall advise the Employer of the changed dates as soon as reasonably possible.

- (c) In the case of the adoption, an Employee may begin parental leave, at the Employee's option, at any time required by the adoption agency or upon arrival of the child in the employee's home, provided that the leave shall end at the end of the time required by the adoption agency or seventy-seven (77) weeks after the leave began, whichever is earlier.

21.07 Pregnancy Leave Allowance

- (a) An employee entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are entitled to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c. 23, shall be paid an allowance in accordance with the Act and the following subsections of this Article.
- (b) With respect to the period of pregnancy leave, top-up payments will consist of the following:
 - (i) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to ninety-seven (97%) per cent 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.
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly EI benefit the Employee is eligible to receive and ninety-seven (97%) per cent of their 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.
- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled for their 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.

- (d) Where the Employee becomes eligible for a salary increment or a negotiated pay increase during the benefits period, top-up payments will be adjusted accordingly.
- (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.

21.08 Parental and Adoption Leave Allowance

- (a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are entitled to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c. 23, shall be paid an allowance in accordance with the Act and the following subsections of this Article.
- (b) With respect to the period of parental or adoption leave, top-up payments will consist of the following:
 - (i) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to ninety-seven (97%) per cent 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.
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly EI benefit the Employee is eligible to receive and ninety-seven (97%) per cent of their 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.
 - (iii) Employees who take Pregnancy Leave may, at their discretion, apply their Parental or Adoption Leave top-up payment to weeks during which the Employee is in receipt of EI benefits for Pregnancy

Leave, thus allowing the Employee to receive a maximum of sixteen (16) consecutive weeks of payments.

If both parents work for HRM the total number of weeks entitlement to payments for Parental or Adoption Leave is eleven (11) weeks (i.e., 1 week waiting period payments and 10 weeks additional payments). However, the parents may, at their discretion, divide the 11 weeks between them in any manner they so choose.

- (c) For the purpose of this allowance, an Employee's weekly rate of pay will be one half (1/2) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of the Employee's parental or adoption 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.
- (d) Where the Employee becomes eligible for a salary increment or a negotiated pay increase during the benefits period, top-up payments will be adjusted accordingly.
- (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 *Employment Insurance Act* due to the Employee's annual income.

21.09 Benefits and Pension While on Pregnancy, Parental and Adoption Leave

- (a) Subject to eligibility requirements of the group insurance plan, while an Employee is on pregnancy, parental or adoption leave, the Employee shall continue participation in the group insurance plan. Cost sharing of group benefit premiums will be done on the same basis as if the employee were at work. The employee shall make arrangements with the Employer to deduct all benefit contributions for which the employee is responsible, and which the employee must or chooses to continue, covering the period of the employee's leave from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave.

- (b) Prior to commencing leave the Employee must confirm to the Employer in writing their election between two pension options:
 - (i) The Employee may opt to continue credited service which will result in the Employer paying all contributions to the Pension Plan covering the Employee's period of leave and the Employee authorizing the Employer to collect the Employee's share of the contributions from them after their return to work. This repayment will correspond with the length of the leave taken, or such earlier time if the Employee decides to make earlier repayment. Notwithstanding any other provision in the collective agreement, an Employee who has elected the option to continue credited service during pregnancy, parental or adoption leave may upon returning to work cash out accrued Time Off in Lieu (TOIL), vacation, and other banked leave they currently have.
 - (ii) The Employee may opt out of credited service for pension purposes for the duration of their pregnancy, parental or adoption leave and accepts that opting out of credited service for pension purposes is for the duration of leave taken which will require that the Employee must, in order to buy back the period opted out, notwithstanding any provision of the Collective Agreement purchase such service pursuant to the purchase of service provisions of the HRM Pension Plan.
 - (iii) For greater clarity, where an Employee has not confirmed in writing prior their election as between the two pension options in (i) or (ii) above, they are deemed to have elected option (ii).
- (c) While on pregnancy, parental or adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's seniority and service shall be deemed to be continuous.

21.10 Resumption of Work

- (a) Where an Employee has begun pregnancy or parental leave and the child for whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is permitted to return to and resume work in their position and defer the unused portion of pregnancy and parental leave until the child is discharged from the hospital, provided that all such leave must be taken with the period of extension permitted under the *Employment Insurance Act*.

- (b) An Employee is entitled to only one (1) interruption and deferral of leave pursuant to Article 21.08 (a).
- (c) When an Employee returns to work upon the expiration of the period referred to in Articles 21.04, 21.05 and 21.06 the Employer shall permit the Employee to resume work:
 - (i) in the position held by the Employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
 - (ii) with no loss of benefits accrued to the commencement of the leave; and
 - (iii) with no loss of seniority for the period of absence.

21.11 Notice for Leaves

- (a) An Employee shall give the Employer four (4) weeks' notice of:
 - (i) the date the Employee intends to begin pregnancy leave or parental leave; and
 - (ii) the date the Employee intends to return to work upon completion of the leave.
- (b) Notice given pursuant to Article 21.09 (a) may be amended from time to time by the Employee:
 - (i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before the earlier date;
 - (ii) by changing any date in the notice to a later date if notice is amended at least four (4) weeks before the original date; and
 - (iii) by adding the date that the Employee will return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.
- (c) Article 21.09 (a) notwithstanding, the Employee shall give the Employer as much notice as reasonably practicable of:
 - (i) the date the Employee will begin pregnancy leave, where they are advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;

- (ii) the delivery where the actual delivery occurs sooner than expected;
 - (iii) the first arrival of child or children in the Employee's home where that arrival is not anticipated or occurs sooner than reasonably expected; and
 - (iv) the return to work of the Employee pursuant to Article 21.08 (a).
- (d) Notice to the Employer shall be put in writing.
- (e) Upon the request of the Employer, where an Employee takes parental leave, pursuant to Article 21.05, interrupts and defers leave, pursuant to Article 21.08 (a), or gives notice pursuant to Article 21.09 (a), (b) or (c), the Employee shall provide proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.

The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of this section.

21.12 Spousal Leave

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.

21.13 Pregnancy Loss Leave

- (a) Employees whose pregnancy ends before their 20th week of pregnancy are entitled to Bereavement Leave under the provisions of Article 21.02(a).
- (b) Employees whose pregnancy ends on or after their 20th week of pregnancy are entitled to Pregnancy Leave under the provisions of Article 21.07.
- (c) Employees are entitled to Bereavement Leave under the provisions of Article 21.02(a) if:
 - i. their spouse or partner's pregnancy ends.
 - ii. their former spouse or partner's pregnancy ends if they would have been the biological parent.

- iii. they would have become a parent of a child, born as a result of the pregnancy, under a surrogacy agreement.
- iv. they would have become a parent of a child, born as a result of the pregnancy, by means of an intended adoption.

21.14 Compassionate Care Leave

Employees shall be entitled to compassionate care leave in accordance with the provisions of the *Labour Standards Code* (Nova Scotia).

21.15 Intimate Partner Violence

Employees shall be entitled to Intimate Partner Violence leave in accordance with the provisions of *Labor Standards Code* (Nova Scotia).

21.16 Emergency Leave

Employees may request up to a maximum of five (5) days emergency leave with pay per year.

Emergency leave may be granted to enable the Employee to deal with a sudden or unexpected situation, demanding prompt action. Generally, emergency leave is not granted in periods of greater than one (1) day.

Additional leave may be granted under extraordinary circumstances at the discretion of the Employer.

21.17 Elected position

Any employee seeking an elected position with the Municipal, Provincial, or Federal government or Tribal/Band Council will be granted a leave of absence from the Employer, without loss of seniority, from the day the election is called until the day after the election is held. This leave is to be without pay and is subject to the regulations governing the Pension Plan and Group Insurance Benefit Package.

21.18 Deferred Salary Leave Plan

The Deferred Salary Leave Plan (DSLPL) provides employees the opportunity to take six (6) to twelve (12) months leave of absence, financed through deferral of salary. To participate in the DSLPL, employees must have completed their probationary period.

Employees must submit a *Non-Union Deferred Salary Leave Plan Application and Contract* to the Employer, requesting permission to participate in the plan, at least forty-five (45) days prior to the pay date on which the Employee wishes the

salary deferral to commence. Written acceptance or denial of the request, with an explanation in the event of a denial, will be forwarded to the Employee, generally within one (1) month from the date of written application. Approval of individual requests to participate in the plan will rest solely with the Employer.

Where two (2) or more employees make application and would be on leave during the same period, and such leave cannot be granted for all of those applying, consideration shall be given to the employee who first applied. Where two (2) or more employees submitted applications at the same time consideration shall first be given to the employee(s) with the most seniority.

The payments of salary, benefits, and the timing of the leave of absence will be as follows:

- (a) In each year of the plan preceding the time of leave, an Employee will be paid a reduced percentage of their applicable annual salary. The remaining percentage of annual salary will be deferred, and this accumulated amount, plus interest earned, will be retained by the Employer and paid to the employee during the deferred leave period.
- (b) While an Employee is in the deferral period, group insurance benefits and pension which are tied to salary will be structured according to the salary the Employee would have received had they not been enrolled in the DSLP.
- (c) An employee's group insurance benefits and HRM Pension Plan accrual will be maintained during the deferred leave period provided the Employee makes both the required Employee and Employer contributions during the deferred leave period. While in the deferred leave period, any group insurance benefits tied to salary will be structured according to the salary the Employee would have received in the year prior to taking the leave, had they not been enrolled in the DSLP. Coverage for group insurance benefits will be subject to the terms and conditions of the contract between the Municipality and the insurer.
- (d) Sick leave, vacation and all other types of leaves will not accrue during the deferred leave period. Sick leave, vacation and all other types of leaves cannot be used during the deferred leave period.
- (e) If the Employee elects to pay both the Employee and Employer pension contributions during the deferred leave period, they will accrue credited service under the Pension Plan. Pension deductions will be made on the salary the Employee would have received had they not entered the DSLP.

- (f) Interest calculation will be done monthly, not in advance. The interest paid will be calculated in the same manner that the Municipality calculates interest on its General Operating Account. Interest will be credited to the employee's account on the first banking day of each month.
- (g) When an Employee returns to work upon the expiry of the DSLP, they will resume work (a) in the position held by the Employee immediately before the leave began, or where that position is not available, in a comparable position with not less than the same wages and benefits; and (b) with no loss of seniority or benefits accrued to the commencement of the leave.
- (h) All employees wishing to participate in the plan must obtain an approved *Non-Union Deferred Salary Leave Plan Application and Contract* authorized by the Employer. Contract provisions, including percentage of salary and period of leave, may be amended by mutual agreement between the Employee and the Employer. Where an Employee requests an amendment to their deferred salary leave contract, the Employer will provide a response to the Employee within thirty (30) calendar days.
- (i) Should the Employee consider changing positions during the deferral period, the Employee is responsible to notify the hiring manager during the hiring process. At that time, the Employee's participation in the plan will be reviewed in light of the operational requirements of the new position. If the plan is terminated, the funds (accumulated deferred salary plus interest earned) will be paid back to the Employee. Alternatively, another deferred leave period may be arranged (e.g., a shorter leave).

21.19 Purchased Leave Plan

Under the purchased leave plan, employees may request additional time off without pay and have the cost covered by payroll deductions over 26 pay periods or earlier at the Employee's discretion.

Employees may choose to purchase leave for an extended vacation, because of family responsibilities, participation in sport, study, or leisure activities, or for a multitude of other reasons.

- (a) Employees may make a purchased leave request at any time during the year. Once the request has been processed by Payroll, the cost of the leave will be deducted from the biweekly salary of the Employee, in equal increments, for the next 26 pay periods. Only one (1) purchased leave request may be in

- effect at one time. In other words, you must use the leave and finish paying for it before another request can take effect.
- (b) Purchased leave requests must be for a minimum of five (5) working days and a maximum of 40 working days per calendar year. Any number of days between the minimum and maximum may be requested.
 - (c) Purchased leave cannot be carried forward and must be used during the 52-week period during which deductions are being made.
 - (d) Approval from the Employer is required for all purchased leave requests. Approval is not automatic and will depend on operational requirements but will not be unreasonably refused.
 - (e) All benefits will continue during periods of purchased leave, just as if the Employee were on regular vacation. Income tax, EI and CPP will be calculated on the reduced pay. Company pension, LTD and life insurance will be calculated on the original, unreduced pay and your contributions to Company pension, LTD and Group Life will not be reduced.
 - (f) Pay increases during the year will result in an increased deduction from the date the pay increase becomes effective regardless of whether any leave has actually been taken. Because the Employee is purchasing time off, the cost of that purchase must reflect their actual salary during the time period during which deductions are made. For example, if the Employee is purchasing additional leave and had a salary adjustment after the first 3 months of deductions, their deduction for purchased leave would be proportional to their old salary for the first 3 months and proportional to their new salary for the last 9 months.
 - (g) Purchased leave arrangements cannot be cancelled except by mutual consent. In the event employment terminates, any amounts owing by the Employer or the Employee will be deducted/refunded on the final pay cheque.

21.20 **Pre-Retirement Leave**

Employees hired prior to September 01, 2016, are entitled to the following:

- (a) After ten (10) years of continuous service and upon retirement or death, employees will be entitled to paid leave for the period immediately prior to retirement, calculated on the basis of three (3) calendar days per year, up to a maximum of 90 calendar days.

- (b) Eligible employees entitled to receive pre-retirement leave may elect to work all or 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 will not be computed as part of the person's pensionable earnings and will be paid after retirement or death.
- (c) Employees hired on or after September 01, 2016, will not be eligible to receive pre-retirement leave.
- (d) Pre-retirement leave must be taken in consecutive days – i.e., the leave cannot be broken up by periods of active service or other types of leaves.
- (e) An employee who commences pre-retirement leave will not have access to their sick leave bank after the commencement of the pre-retirement leave.
- (f) Coverage for Long-Term Disability will end at the start of the pre-retirement leave and no premiums for Long-Term Disability will be collected during pre-retirement leave.

ARTICLE 22 - SICK LEAVE

22.01 Sick leave is available to employees who are unable to work due to sickness or injury.

22.02 Amount of Sick Leave

- (a) Employees who are eligible for group insurance benefits accumulate sick leave credits of 1.5 days per month up to a maximum accumulation of 150 days. (Part-time accumulation is prorated on an hourly basis.) Sick leave is not available for any absence compensable under WCB.

- (b) An Employee on the seniority list on the date of signing of the first collective agreement shall retain their accrued sick leave banks and carry forward said banks to be used in accordance with Article 22.

ARTICLE 23 - LAYOFF AND RECALL

23.01 Layoff and Recall

Layoff shall be the interruption of an Employee's employment for any reason except termination or resignation. Without limiting the generality of the foregoing, lay-off includes an interruption for lack of work, economic reasons, restructuring of the workplace in any way, and abolishment of permanent positions. For clarity, lay-off does not include the termination of temporary positions.

Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

The termination of temporary positions does not constitute a layoff.

23.02 Layoff in Reverse Order of Seniority

Both parties recognize that job security shall increase in proportion to length of Service. Therefore, in the event of layoff, Employees in the impacted position(s) shall be laid off in the reverse order of Seniority.

23.03 Recall in Order of Seniority

Employees, provided they meet the minimum qualifications for the job, shall be recalled in order of their Seniority.

23.04 Response to Recall

An Employee who is employed with another employer at the time of recall shall give the Employer notice of their intention to return to work and shall return to the services of the Employer within two (2) weeks of notice of recall. If the Employee fails to return at that time, their name will be struck from the Seniority list and their recall rights will be deemed to be terminated.

23.05 Notification of Contact Information

An Employee on layoff shall be responsible for providing the Employer with their most recent address and telephone number.

23.06 Notice of Layoff

The Employer shall provide notice, in writing, to Employees who are to be laid off twenty (20) working days prior to the effective date of layoff.

23.07 Union Consultation

Where Employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to considering alternatives to or to minimizing the adverse effects of the decision to lay off an Employee(s).

ARTICLE 24 - GRIEVANCE AND ARBITRATION

24.01 General

- (a) A grievance shall be defined as a difference between the Parties to this agreement arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- (b) When a grievance is filed following discipline or suspension, it shall be submitted at Step 2 in the grievance process.
- (c) Where a grievance is filed against an Employer decision, the Employer decision shall stand and remain effective until and unless the Employer reverses its decision, or (to the extent of such an order) an arbitration board has issued an interim order with respect to the grievance, or there has been a final and binding determination by an arbitration board upholding the grievance, or there has been settlement.

24.02 Grievance Procedure

It is the mutual desire of both parties that grievances relating to the application or interpretation of this Collective Agreement be adjusted as quickly as possible.

(a) STEP ONE: INFORMAL STEP

- 1) The Employee will present their grievance orally to their immediate Supervisor/Manager within fifteen (15) business days of the date of occurrence, cause thereof, or knowledge thereof.
- 2) The Employee may be accompanied by their Union Representative, if desired, and is responsible to ensure/coordinate the availability.
- 3) The immediate Supervisor/Manager shall provide a written response to the Employee within five (5) business days of receiving notice of the alleged violation.

(b) STEP TWO: GRIEVANCE

- 1) If the grievance cannot be satisfactorily disposed of at Step 1, the Union may, within fifteen (15) business days of receipt of the response at Step 1, forward the grievance to Step 2. To do so, the grievance must be committed to writing, signed, and submitted to the next level of management.
- 2) The grievance must state the following information: (i) name(s) the employee(s) involved; (ii) the facts giving rise to the grievance; (iii) the

provisions of this agreement alleged to be violated; and (iv) the remedy sought.

- 3) The next level of management shall provide a written response within five (5) business days of receipt of the written grievance.

(c) STEP THREE – Union Grievance

- 1) If the grievance is not resolved at Step 2, the Union may, within ten (10) business days of receipt of the response at Step 2, forward the grievance to Step 3.
- 2) The Executive Director will review the grievance and provide a written response within ten (10) business days of receipt of the request.
- 3) At the request of either party, a meeting may be convened to discuss and consider the grievance prior to a response being given. In such instance, the timelines in which the Executive Director is to provide a response shall begin after the meeting is completed.

(d) STEP THREE – Employer Grievance

- 1) A grievance that is initiated by the Employer shall be submitted to the Union at Step 3 in the grievance process within fifteen (15) business days of the date of occurrence, cause thereof, or knowledge thereof.
- 2) The Union will review the grievance and provide a written response within ten (10) business days of receipt of the request.
- 3) At the request of either party, a meeting may be convened to discuss and consider the grievance prior to a response being given. In such instance, the timelines in which the Union is to provide a response shall begin after the meeting is completed.

(e) STEP FOUR:

- 1) If the grievance is not resolved at Step 3, the grieving party may, within fifteen (15) business days, refer the dispute to arbitration.

24.03 Time Limits

- (a) At the written request of either party, it may be mutually agreed to alter or extend the time limits specified herein.
- (b) Where no action is taken to submit the matter to the next step by the grieving party within the established time limits, the disagreement or grievance shall be deemed to have been withdrawn.

- (c) 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.

24.04 Policy Grievance

A policy grievance may be filed where either party disputes the general application or interpretation of this agreement. A policy grievance shall be initiated at Step 2 of the grievance procedure. A policy grievance shall not apply in cases of individual grievances, and, for greater clarity, no individual remedy shall be available.

24.05 Employer to Inform Union

The Employer shall advise the Union of the names of the persons designated at each level of the grievance procedure.

24.06 Replies to be in Writing

All replies at each step in the grievance process shall be provided in writing.

24.07 Voluntary Grievance Mediation

Prior to proceeding to arbitration, a grievance may be submitted to voluntary grievance mediation through the Nova Scotia Department of Labour if both parties agree and jointly submit a request for grievance mediation to the Director, Conciliation Services in the form required. 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 Step 4 of the Grievance Procedure in the Collective Agreement, with respect to referring to Arbitration.
- (b) Any discussions by the Parties or recommendations of the Mediator shall be made without the 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.
- (d) Both Parties shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through grievance mediation, within fourteen (14)

days after the grievance mediation 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.

24.08 Appointment of Single Arbitrator

Where the parties are agreed that a matter should be referred to a single arbitrator and:

- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly appointed.
- (b) they are unable to agree upon the arbitrator, then the Minister of Labour for Nova Scotia shall appoint.

24.09 Conduct of the Arbitrator

The Arbitrator may determine their own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations.

24.10 Arbitration Award

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the arbitration board shall be binding, final, and enforceable on the parties.

The Board shall have the duty and power to adjudicate all differences between the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have jurisdiction to amend, modify, or act inconsistently with any of the provisions of this Agreement.

24.11 Arbitration Fees and Expenses

Each party shall pay one-half (1/2) of the expenses of a single arbitrator as provided by Section 43 of the *Trade Union Act*.

ARTICLE 25 - GROUP INSURANCE

25.01 Group Benefit Plans

The Employer shall provide for group life, dependent life, accidental death and dismemberment (AD&D), long term disability, health, and dental insurance benefits.

25.02 Members of the bargaining unit will participate in the HRMFLEX Benefits Plan.

25.03 Benefits Committee

The parties agree to maintain a Benefits Committee as a subcommittee of the Labour Management Committee, to provide advice and make recommendations to the Employer on matters relating to the management of the HRM FLEX Benefits Plan.

25.04 Cost Sharing

Employer contributions shall be as determined by the FLEX Credit formula as prescribed under the HRM FLEX Benefits Plan.

25.05 Participation for Life, AD&D and LTD

Participation shall be mandatory for life, dependent life (where the Employee has a spouse and/or one or more dependent child), AD&D and LTD.

25.06 Participation for Medical and Dental

Participation in the health and dental insurance plans shall be optional as per the terms of the HRM FLEX Benefits Plan, and subject to Plan Carrier requirements.

25.07 Eligibility for Plan Participation

Notwithstanding the foregoing, eligibility for plan participation shall be as outlined in the plan policies.

25.08 Participation While on Unpaid Leave of Absence

An Employee who is on an unpaid leave of absence shall be entitled to continue to participate in the group life, dependent life, AD&D, long term disability, health, and dental insurance benefits plan provided:

- i. The plan provider approves the continued participation.
- ii. The Employee reimburses the Employer for the Employer and Employee portion of the premiums.

- iii. The Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.
- iv. The Employer shall advise the Employee of the amount of premiums owing within fifteen (15) working days of the Employer being advised of the leave.

An Employee who fails to meet any of the foregoing conditions will have their group insurance plan benefit discontinued.

ARTICLE 26 - PENSION PLAN

- 26.01 The Employer shall continue to provide a pension plan for all eligible employees. The pension plan shall be a defined benefit pension plan.
- 26.02 The pension plan shall be the Halifax Regional Municipality Full-Time Employees Pension Plan or any of its predecessor pension plans.
- 26.03 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.
- 26.04 Employees who resign prior to the end of any leave and who have not made their contributions to the pension plan within two (2) weeks of their resignation will lose the option to make such payments.

ARTICLE 27 - COMPENSATION FOR INJURY ON DUTY

27.01 Employees Injured on Duty

- (a) Employees who have been injured while on duty resulting in a time loss from work shall come off payroll and be placed on an unpaid leave of absence from the date and time of injury and shall immediately apply for Workers' Compensation benefits except as provided in Article 27.03.
- (b) The process for reporting a workplace injury will be posted by the Employer.

27.02 Sick Leave Paid if WCB Claim Not Approved

In the event the Employee's claim for Workers' Compensation is not approved, the Employee shall be treated as being on regular sick leave, providing the Employee provides the Employer with proof of illness satisfactory to the Employer, and provided the Employee has sufficient sick leave credits.

27.03 If WCB Claim Approved

If the Employee receives payments directly from WCB for periods compensated by sick leave, the Employee will forward the appropriate funds to the Employer in order to credit it back to the Employee's sick bank.

27.04 Subject to eligibility requirements of plan policies, Employees shall continue participation in the group insurance by continuing contributing their share of the plan premiums.

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

- 28.01 The Union and the Employer agree to establish a Labour Management Committee. The Committee shall comprise a maximum of three (3) representatives each of the Union and the Employer.
- 28.02 The names of persons appointed to this committee shall be communicated to the other party within one (1) month of the signing of this Agreement.
- 28.03 The Committee shall not have the jurisdiction over matters relating to collective bargaining or grievances. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind the Union, its members, or the Employer to any decision or conclusions reached at their discussions.
- 28.04 The Committee shall be responsible for defining problems, developing viable solutions, and making recommendations to the appropriate authority.
- 28.05 The Committee shall meet at least once every two (2) months, or on the request of either party at a date and time mutually agreeable. By mutual agreement, any Committee meeting may be cancelled, postponed, or adjourned.
- 28.06 The chairing of meetings shall rotate between the President of the Local, or designate, and the Executive Director, or designate. Minutes shall be kept of all Labour Management Committee meetings and, upon approval at the next committee meeting, shall be posted for viewing by all Employees.
- 28.07 An agenda shall be developed and circulated prior to each meeting.
- 28.08 Meetings of the Labour Management Committee shall occur during the Employer's normal business hours and members of the Committee attending shall receive straight time for all hours in attendance.
- 28.09 The Committee may establish sub-committees within its agreed upon Terms of Reference.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The *Occupational Health and Safety Act*, 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.

29.02 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 co-operate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all reasonable health and safety rules established by the Employer.

29.03 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 29. The Employer and Union shall not exercise any penalty, intimidation, coercion, or discrimination towards an employee who acts in compliance with this Article 29 or in compliance with their legal rights and responsibilities.

29.04 The Employer is committed to providing a safe work environment in accordance with the Substance Misuse Prevention Policy.

29.05 Joint Occupational Health & Safety Committee

(a) Employees may participate on a Joint Occupational Health & Safety Committee (JOHSC). The Committee will include three (3) members of the Union, to be selected by the Union, and additional members from other bargaining units, as well as an equal number, if desired, of non-bargaining unit personnel to be selected by the Employer.

(b) The purpose of the Committee shall be to make recommendations and discuss any matters with respect to occupational health and safety.

(c) The Committee shall hold meetings on a regular monthly basis or as frequently as the Committee may determine.

(d) By mutual agreement, any Committee meeting may be cancelled, postponed, or adjourned.

(e) Minutes shall be kept of all Committee meetings and distributed to all Committee members.

- (f) Meetings of the JOHSC shall occur during the Employer's normal business hours and members of the Committee attending shall receive straight time for all hours in attendance.

29.06 Right to Refuse

Section 43 of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7, as set out herein and as amended, will apply to an Employee's right of refusal:

(1) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until:

(a) the employer has taken remedial action to the satisfaction of the employee;

(b) the committee, if any, has investigated the matter and unanimously advised the employee to return to work; or

(c) an officer has investigated the matter and has advised the employee to return to work.

(2) Where an employee exercises the employee's right to refuse to work pursuant to subsection (1), the employee will:

(a) immediately report it to a supervisor;

(b) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and

(c) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to clauses (a) and (b), report it to the Division.

(3) At the option of the employee, the employee who refuses to do any act pursuant to subsection (1) may accompany an officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.

(4) Notwithstanding subsection 50(8), an employee who accompanies an officer, the committee, or a representative, as provided in subsection (3), will be compensated in accordance with subsection (7), but the compensation will not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.

(5) Subject to any applicable collective agreement, and subsection (3), where an employee refuses to do work pursuant to subsection (1), the employer may reassign the employee to other work and the employee will accept the reassignment until the employee is able to return to work pursuant to subsection (1).

(6) Where an employee is reassigned to other work pursuant to subsection (5), the employer will pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.

(7) Where an employee has refused to work pursuant to subsection (1) and has not been reassigned to other work pursuant to subsection (5), the employer will, until clause (1)(a), (b) or (c) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.

(8) A reassignment of work pursuant to subsection (5) is not discriminatory action pursuant to Section 45.

(9) An employee may not, pursuant to this Section, refuse to use or operate a machine or thing or to work in a place where:

(a) the refusal puts the life, health, or safety of another person directly in danger; or

(b) the danger referred to in subsection (1) is inherent in the work of the employee. 1996, c. 7, s. 43.

29.07 Legislated Safety Training Courses

No Employee will lose pay or benefits while attending legislated safety training courses for the Employee's position.

ARTICLE 30 - SENIORITY

30.01 Seniority List

- (a) A Bargaining Unit seniority list shall be established by the Union for all Employees in the bargaining unit, showing the name and seniority date of each Employee who has acquired seniority under this Collective Agreement. If two (2) or more Employees are hired on the same date, their first day of work shall determine their seniority ranking. If two (2) or more Employees start work on the same day, a random draw will be done to establish seniority in the presence of the Local President or Union designate.
- (b) For the purposes of 14.02 (c) and 19.03, “seniority” will be from the most recent date of hire in a particular classification within the bargaining unit.
- (c) Seniority lists will be brought up to date every six (6) months and at each revision will be placed on the Union bulletin boards in each work location during the months of January and July. Employees shall have thirty (30) days from the date of posting to submit any corrections required to the Union. In the absence of any corrections agreed to by the parties, the list shall be deemed accurate and not be subject to grievance and/or arbitration.
- (d) After the Employer and Union agree on any required changes, the seniority 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.
- (e) A copy of the seniority list will be sent to Nova Scotia Government and General Employees Union and to the Employer upon each revision.

30.02 Filling Non-Bargaining Unit Positions – Temporary

- (a) An Employee who fills a temporary position that is outside the bargaining unit shall retain seniority for a period of up to eighteen (18) continuous months and shall continue to accumulate seniority while in the non-bargaining unit position. The Employee’s position will be held for a period of eighteen (18) months while in the non-bargaining unit position. If after eighteen (18) months the Employee does not return to the bargaining unit, all seniority shall be lost. The eighteen (18) month period may be extended by mutual agreement of the parties.

- (b) While in the position outside the bargaining unit, the Employee shall not pay union dues and the Union shall not have a duty to represent the Employee in any matter arising out of their position outside the bargaining unit.
- (c) An Employee who fills a position outside the bargaining unit shall be eligible to apply for a bargaining unit position during the period that the Employee retains seniority.

30.03 Filling Non-Bargaining Unit Positions – Permanent

- (a) An Employee who fills a permanent position that is outside the bargaining unit shall retain seniority for a period of up to six (6) continuous months and shall continue to accumulate seniority while in the non-bargaining unit position. If after six (6) months the Employee does not return to the bargaining unit, all seniority shall be lost. The six (6) month period may be extended by mutual agreement of the parties.
- (b) While in the position outside the bargaining unit, the Employee shall not pay union dues and the Union shall not have a duty to represent the Employee in any matter arising out of their position outside the bargaining unit.
- (c) An Employee who fills a position outside the bargaining unit shall be eligible to apply for a bargaining unit position during the period that the Employee retains seniority.

30.04 Loss of Seniority

An Employee shall lose seniority and be deemed to have terminated employment in the event of:

- i. Retirement.
- ii. Resignation, and the resignation has not been revoked by the Employee within two (2) working days of being served on the Employer.
- iii. Layoff which lasts more than twelve (12) consecutive months.
- iv. Being recalled to work and failing to return to the service of the Employer within fourteen (14) days of notice of recall.
- v. Being absent from work for three (3) consecutive shifts without notifying the Employer.
- vi. Discharge and the Employee is not reinstated.

30.05 Resignation Withdrawal

An Employee who resigns from employment with the Employer will be entitled to withdraw their resignation within two (2) working days of having submitted the resignation.

ARTICLE 31 - EDUCATION AND TRAINING

- 31.01 When an employee attends a mandatory upgrading course or a course required by the Employer, the Employee will be paid regular wages and benefits, for all hours spent at the course.
- 31.02 Any remuneration received by the Employee from any other source will be returned to the Employer.
- 31.03 The Employer will pay all reasonable expenses associated with mandatory training and certification required, including but not limited to: costs for registration, training materials and travel in accordance with Employer policy.
- 31.04 The Employer will advise the Union of development and training opportunities, policies, and programs that are available to bargaining unit members.

ARTICLE 32 - COMPLIANCE WITH THE LAW

- 32.01 Notwithstanding anything in this collective agreement, the Employer will be free to comply with all relevant Federal or Provincial laws and such compliance will be deemed not to be a violation of this collective agreement. The Employer will notify the Union of any conflicts or potential conflicts arising between such laws and this collective agreement which come to the Employer's attention as soon as possible after the Employer becomes aware of such conflict or potential conflict.
- 32.02 If any Federal or Provincial law provides or any court holds that any part of this collective agreement is invalid, any other part of any Article or of the collective agreement will remain valid and in full force and effect.

ARTICLE 33 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM

Employees will have access to any Employer provided Employee & Family Assistance Program (EFAP).

ARTICLE 34 - TECHNOLOGICAL CHANGE

- 34.01 The terms of this Article apply where the Employer introduces technological changes to the work of the bargaining unit which result in the elimination of positions within the bargaining unit.
- 34.02 Technological change means 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.
- 34.03 Where the Employer intends to introduce technological changes, the Employer will provide 120 calendar days' notice, in writing, to the effected employees and to the Union. The notice will include the nature of the change and the reason for the change.
- 34.04 The Employer will make effort to retain employees whose jobs are eliminated by the change. Where the Employer determines that it is feasible, the Employer will provide training to qualify displaced employees for other positions which are available.

ARTICLE 35 - ACCOMMODATION

- 35.01 It is recognized that the Employer, the Union, and the affected Employee(s) have a duty, subject to such exceptions as set out in the Human Rights Act, to accommodate employees cooperatively and reasonably, where a duty to accommodate has been established, 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.
- 35.02 The Parties recognize that, where a need for accommodation is established, the duty to reasonably accommodate under the *Nova Scotia Human Rights Act* takes precedence over the job competition process identified in Article 13. Any resultant placements would be made after reviewing relevant information, including updated medical information regarding functional limitations, compared with the job demands and essential duties of the job.

ARTICLE 36 - CLOTHING AND SAFETY EQUIPMENT

- 36.01 Employees required by law, policy, or agreement, to wear safety clothing or gear or to use safety equipment shall have such clothing, gear, and safety equipment provided by the Employer at no cost to the employee and such clothing, gear or equipment shall be replaced as required at no cost to the employee.
- 36.02 When the Employer requires a uniform specific to the work to be done by a bargaining unit member, the Employer shall provide the uniform at no cost and replace it as required.

ARTICLE 37 - TEMPORARY EMPLOYEES

37.01 Application of Collective Agreement

- (a) “Temporary Employee” means: an employee who is hired to replace an employee who is absent from their permanent position, or an employee who is hired into a bargaining unit position for a defined period of time, not to exceed eighteen (18) months without the agreement of the Union.
- (b) Temporary Employees shall be covered by the provisions of the Collective Agreement as set out in this Article 37. In addition, Temporary Employees shall be covered by the following articles:
- i. Article 2: Definitions and Interpretation
 - ii. Article 3: Recognition
 - iii. Article 4: Management Rights
 - iv. Article 5: Harassment and Discrimination
 - v. Article 6: Strikes and Lockouts
 - vi. Article 8: Union Dues
 - vii. Article 9: Membership Communication
 - viii. Article 10: Information
 - ix. Article 12: Discipline and Discharge, articles 12.01(b) and 12.02 only
 - x. Article 13: Employee Performance Review and Employee Files, articles 13.01 and 13.02 only
 - xi. Article 14: Job Posting 14.01 and 14.02
 - xii. Article 15: Hours of Work
 - xiii. Article 16: Overtime
 - xiv. Article 17: Transportation
 - xv. Article 18: Rates of Pay
 - xvi. Article 20: Holidays
 - xvii. Article 21: Leaves of Absence 21.02 only
 - xviii. Article 24: Grievance and Arbitration
 - xix. Article 27: Compensation for Injury on Duty, article 27.01 only
 - xx. Article 28: Labour Management Committee
 - xxi. Article 29: Health and Safety
 - xxii. Article 38: Term of Agreement
- (c) A permanent employee of the Employer from outside the bargaining unit, who accepts a temporary position in the bargaining unit, is not considered a

“Temporary Employee” for the purpose of vacation, sick leave, pension, and group benefits.

37.02 General Conditions

- (a) Temporary positions may be ended at any time before the anticipated end date. Temporary positions that end before the anticipated end date shall receive notice in accordance with the *Labour Standards Code*.
- (b) Temporary Employees shall serve a six (6) months probationary period; during this period, the temporary employment may be ended at the sole discretion of the Employer.

37.03 Pay and Benefits

- (a) Temporary Employees shall be paid the rate of pay associated with the position they are filling.
- (b) Temporary Employees are not eligible to participate in the HRM Pension Plan.
- (c) Temporary Employees are not eligible for group benefits.

37.04 A Temporary Employee in a position with a duration of less than twelve (12) months shall receive vacation in accordance with the *Labour Standards Code*. A Temporary Employee in a position with a duration of twelve (12) months or longer is entitled to vacation in accordance with article 18, the time of which shall be picked after all leave has been picked by permanent employees.

37.05 For a Temporary Employee in a position with a duration of less than twelve (12) months, the Employee is entitled to sick leave as per the *Nova Scotia Labour Standards Code*. For a Temporary Employee in a position with a duration of twelve (12) months or longer, the Employee shall accrue a half day (0.5) of paid sick leave per month of service to a maximum of six (6) days per calendar year. Sick leave is not granted in advance and any unused sick leave is not carried forward to the next calendar year.

37.06 Temporary Employees shall receive pregnancy/parental leave in accordance with the *Labour Standards Code*.

37.07 A Temporary Employee hired from a temporary position into a permanent position shall have seniority dated back to the date of hire in the temporary position upon successful completion of the probationary period.

ARTICLE 38 - TERM OF AGREEMENT

38.01 Duration of Agreement

The term of this Agreement shall be June 15, 2021, to August 31, 2025.

38.02 No Retroactivity Except for Wages

There will be no retroactive effect given to any article or matter arising between the parties prior to the date of signing, except for wages.

Retroactive pay will be processed not later than 60 working days from the date that both parties signed the agreement. Employees who have retired or moved to another position outside this bargaining unit within HRM will be included in this processing of retroactivity to the extent that they are eligible.

38.03 Notice to Renegotiate

This Agreement shall be automatically renewed for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party at least sixty (60) days prior to the date of expiry of the Agreement.

38.04 Modifications During Term of Agreement

- (a) The contents of this Agreement may be altered at any time by the mutual consent of the signatories.
- (b) In the event that one party wishes to alter a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the article(s) of the agreement that should be reviewed and a proposed date of meeting and meeting place.
- (c) Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether a meeting shall occur.
- (d) Should the parties meet to negotiate the matter, and subsequently agree in principle to amend the language, it shall be brought forward for ratification by both parties.

APPENDIX “A”

JOB CLASSIFICATIONS AND SALARIES

1. Annual Salary Increases for Existing Employees

Annual salary increases for existing employees will be applied to the Employee’s base salary as follows:

- Effective June 15, 2021 – 3.00% minus the salary adjustment received by the Employee under the 2021 Individual Salary Adjustment (ISA) program.
- Effective September 01, 2022 – 3.00% or the September 01, 2022, rate in accordance with Table 1 in paragraph 2 below, whichever is greater.
- Effective September 01, 2023 – 3.00% or the September 01, 2023, rate in accordance with Table 1 in paragraph 2 below, whichever is greater.
- Effective September 01, 2024 – 3.00% or the September 01, 2024, rate in accordance with Table 1 in paragraph 2 below, whichever is greater.

2. Job Classifications and Rate of Pay for New Employees

The job classifications for the bargaining unit, and the corresponding salary for each classification, are as follows:

Table 1

Position Title		3%	3%	3%
	June 15, 2021	Sept. 01, 2022	Sept. 01, 2023	Sept. 01, 2024
Dispatch Supervisor	\$64,362	\$66,293	\$68,282	\$70,330
Facilities Supervisor	\$80,415	\$82,827	\$85,312	\$87,872
Fleet Supervisor	\$80,415	\$82,827	\$85,312	\$87,872
Mobile Supervisor	\$64,362	\$66,293	\$68,282	\$70,330
Supervisor Ferry Maintenance	\$80,415	\$82,827	\$85,312	\$87,872
Supervisor Technical Services	\$64,362	\$66,293	\$68,282	\$70,330
Supervisor Transit Network	\$64,362	\$66,293	\$68,282	\$70,330

Table 2

Position Title	Pay Range	
	Bottom	Top
Supervisor Transit Infrastructure	\$83,500	\$114,800
Supervisor Transit Planning	\$83,500	\$114,800
Supervisor Transit Scheduling	\$83,500	\$114,800

The initial placement of Employees in the applicable salary range listed in Table 2 shall be determined by the Employer, taking into account the Employee's relevant education & experience and internal equity within the business unit.

3. Difficult to Fill Positions

When the Employer experiences difficulty in recruiting employees for a certain position because of the rate of pay, the Employer shall have the right to adjust the salary for the position, and the Union will be notified of this.

4. Special Duties Pay

When the Employer determines that there is a need to temporarily assign additional duties to an Employee that are above and beyond the duties contained in the Employee's job description, the Employer may adjust the Employee's salary with a temporary special duties' premium of 5% of the Employee's base salary for the duration of the temporary assignment.

5. Compression Premium

Where the Employer determines that an Employee is earning less than 5% greater than an employee who reports directly to them, the Employer may temporarily apply a compression premium to the Employee's base salary.

The temporary compression premium will be monitored and removed if the Employer determines the compression premium is no longer required.

The parties hereto have executed the agreement on the 26 day of July , 2023 at Halifax, Nova Scotia.

The parties recognize that this contract has been signed on the ancestral and historical land of the Mi'kmaq peoples.

For Halifax Regional Municipality

Original signed on July 26, 2023

Mayor

Original signed on July 26, 2023

Municipal Clerk

Original signed on July 26, 2023

Witness

For the NSGEU, Local 107

Original signed on July 26, 2023

NSGEU President

Original signed on July 26, 2023

NSGEU Chief Negotiator

Original signed on July 26, 2023

Local 107 Executive

Original signed on July 26, 2023

Witness

MEMORANDUM OF UNDERSTANDING #1

between

HALIFAX REGIONAL MUNICIPALITY

(Employer)

and

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION, LOCAL 107

(Union)

Diversity, Equity, and Inclusion

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 (HRM).

The Employer and the Union may, by mutual agreement, agree that job postings be restricted to underrepresented groups as identified in HRM’s Employment Equity Policy. Agreement shall not be unreasonably denied by either party to this agreement.

Signed at Halifax this 26 day of July, 2023.

Original signed on July 26, 2023

Original signed on July 26, 2023

Mayor
Halifax Regional Municipality

NSGEU President

Original signed on July 26, 2023

Original signed on July 26, 2023

Municipal Clerk
Halifax Regional Municipality

NSGEU Chief Negotiator

Original signed on July 26, 2023

Local 107 Executive

MEMORANDUM OF UNDERSTANDING #2

between

HALIFAX REGIONAL MUNICIPALITY

(Employer)

and

NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION, LOCAL 107

(Union)

Shift Differential for Fleet Supervisors

The Employer and the Union agree that Fleet Supervisors who are receiving a shift differential on the date of signing of the 2021-2025 Collective Agreement, shall continue to receive the shift differential premium of 5% while working in the position in lieu of the benefits outlined in Article 15.04.

Signed at Halifax this 26 day of July, 2023.

Original signed on July 26, 2023

Mayor
Halifax Regional Municipality

Original signed on July 26, 2023

NSGEU President

Original signed on July 26, 2023

Municipal Clerk
Halifax Regional Municipality

Original signed on July 26, 2023

NSGEU Chief Negotiator

Original signed on July 26, 2023

Local 107 Executive