

Approved as to Form  
and Authority  
  
Solicitor

BETWEEN:

**NOVA SCOTIA UNION OF PUBLIC AND PRIVATE  
EMPLOYEES, LOCAL 13**

-and-

**HALIFAX REGIONAL MUNICIPALITY**

**COLLECTIVE AGREEMENT  
November 1, 2017 to October 31, 2021**

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**PREAMBLE**

This Agreement made this 18 day of June, 2018.

Between:

**The Halifax Regional Municipality**  
hereafter called "the Employer"

Party of the First Part

-and-

**The Nova Scotia Union of Public and  
Private Employees, Local 13,**  
hereafter called "the Union"

Party of the Second Part

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

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



**ARTICLE 1 - DEFINITIONS AND INTERPRETATION****1.01 DEFINITIONS**

**"Bargaining Unit"** means the Nova Scotia Union of Public and Private Employees, Local 13.

**"Calendar Day"** means a day, and includes a working day, a day of rest, a holiday, etc.

**"Casual Employee"** means an employee who works on an irregular, unscheduled basis and is called to work on short notice because of the unexpected absence of an employee or an unexpected, temporary increase in work load.

**"Certain Employees of the Recreation, Tourism and Culture Business Unit and/or its successors"** means temporary, casual, full or part-time employees and includes persons employed on a non-permanent basis to provide instruction and services to the general public and to other employees in areas where the business unit and/or its successors has determined that permanent employees are not warranted; e.g. instructors, program leaders, summer managers, program co-ordinators, interns, temporary clerical support staff as required for special events, temporary research staff, ushers, ticket sellers and ticket takers. The foregoing list is illustrative and not exclusive.

[Am. 2005]

**"Collective Agreement"** means this collective agreement and the Articles, Appendices and Letters of Understanding contained herein and any properly made amendments, additions or alterations to it.

**"Day"** means a calendar day.

**"Discipline"** means documented oral warnings, written warnings, suspensions and dismissals for just cause.

**"Employee"** means an employee of the Employer who is a member of the bargaining unit and refers to all genders and the singular and plural shall refer to the other unless it is inconsistent with the context. The pronouns "they" and "their" are used in this collective agreement as a means of inclusivity.

[Am. 2018]

**"Employer"** means the Halifax Regional Municipality and its successors and is otherwise referred to as "HRM" and the "Municipality".

**"Federal or Provincial Program Employee"** means an employee who is not included in the bargaining unit, for whom the major program funding is received from the Federal or Provincial Government and who is employed for a specific program but does not include employees employed in Government programs which are of a long term, continuing nature and for which funding is received on a regular basis.

**"Full Time Employee"** means an employee who regularly works the full time hours set out in Article 10.

**"Month"** means a calendar month and, in measuring time, includes the period between a date in one month and the same date in an adjacent month.

**"Municipality"** means the Halifax Regional Municipality and its successors and is otherwise referred to as the "Employer" and "HRM".

**"Parties"** means the signatories to this collective agreement, i.e., the Union and the Employer.

**"Part Time Employee"** is an employee who regularly works less than the full time hours set out in Article 10.

**"Permanent Employee"** is an employee who is hired on a permanent basis.

**"Permanent Position"** means a position that is expected to last longer than eighteen (18) months.

**"Promotion"** means a movement from one position to another position in a higher wage group.

**"Seasonal Employees in Recreation, Tourism and Culture and/or its successors"** means employees who are employed in the following positions: Travel Counsellor, Travel Counsellor Supervisor, Civic Events Assistant, Urban Assistant, Heritage/Cultural Assistant, who work for Recreation, Tourism and Culture and/or its successors for all or part of the period of April 1 to October 31.

**"Service"** means service in the employ of the Employer 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.

**“Skills Recipient”** means a person working in a program such as Youth Live to gain life and job skills and who will not normally work in a program longer than (9) nine months.

**“Stand-by”** means any time outside an employee's regular working hours when that employee is scheduled to be available for work.

**“Student”** is a person who is engaged in a recognized work/study program at a school or university whose course of study requires or permits the student to participate in study related work programs as an integral part of the certificate, degree or diploma, co-op students, students working in seasonal jobs, and students working in jobs where at least some of the funding is obtained from outside agencies.

**“Temporary Employee”** means an employee who is hired:

- (a) for up to eighteen (18) continuous months in any one temporary position, or
- (b) for the period for which an employee is absent from the employee's permanent position where the Employer has chosen to cover off that permanent position for a period of time.

**“Temporary Position”** means a position which has an end date no longer than (18) eighteen months from the start date and which is not to be renewed for a subsequent term.

**“Transfer”** means the movement by an employee from one position to another position in the same wage group but does not mean the movement of a position and/or employee from one work-site to another work-site or from one business unit to another business unit.

**“Union”** means the Nova Scotia Union of Public and Private Employees, Local 13 and its successors.

**“Vacancy”** means the absence of an employee in a position which the Employer intends to fill.

**“Voluntary Demotion”** means the voluntary movement by an employee from one position to another position in a lower wage group.

**“Working Day”** means a day on which a particular employee's work is regularly scheduled and includes a day on which an employee would normally have been scheduled for work but is excused from work.

**"Year"** means a calendar year unless specifically modified to mean otherwise (e.g. fiscal year).

**1.02 AGREEMENT NOT INVALID**

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 shall remain valid and in full force and effect.

[24.01]

**ARTICLE 2 - RECOGNITION**

**2.01 RECOGNITION OF EMPLOYER**

- (a) The Union recognizes that the Employer retains all rights not specifically taken away by this agreement. [1.07(a)]
- (b) All rights reserved to the Employer are subject to the provisions of this collective agreement and shall be exercised in a manner consistent with the provisions of this collective agreement. [1.07(b)]
- (c) The functions of the Employer within the scope of this collective agreement shall be exercised in a fair and reasonable manner. [1.07(c)]
- (d) The Employer shall not discipline or dismiss an employee except for just cause. [1.07(d)]

**2.02 RECOGNITION OF UNION**

The Employer recognizes the Union as the sole bargaining agent for the unit of employees as set out in Certification Order 4388 of the Labour Relations Board of Nova Scotia as amended from time to time by the Labour Relations Board or by the parties. The parties agree that the following employees are included or excluded from the bargaining unit:

- (1) “permanent employees” are included in the bargaining unit;
- (2) “temporary employees” are included in the bargaining unit;
- (3) “students” are excluded from the bargaining unit;
- (4) “skills recipients” are excluded from the bargaining unit;
- (5) “casual employees” are excluded from the bargaining unit;
- (6) “Federal or Provincial Program employees” are excluded from the bargaining unit;
- (7) “Certain employees of the Recreation, Tourism and Culture Business Unit and/or its successors” are excluded from the bargaining unit except those employees specifically listed in Article 24 and Article 25; [Am. 2005, am. 2016, am. 2018]
- (8) “Seasonal employees in Recreation, Tourism and Culture and/or its successors” are excluded from the bargaining unit;
- (9) employees excluded by section 2 of the Trade Union Act are excluded from the bargaining unit.

[1.02(a), am. 2018]

**2.03 TEMPORARY POSITION OUTSIDE BARGAINING UNIT**

- (a) An employee temporarily promoted or transferred to a position beyond the scope of this collective agreement shall retain and accumulate seniority during the period of promotion or transfer and shall continue to pay all Union deductions during the period of promotion or transfer. [3.03(a)]
- (b) The Employer shall promptly give the Union written notice of such promotion or transfer including the expected duration of the promotion or transfer. [3.03(b)]
- (c) An employee returning from a temporary promotion or transfer beyond the scope of this collective agreement shall be placed in the same position the employee held prior to the promotion or transfer unless during the period of the promotion or transfer, the employee was displaced pursuant to Article 7.04 or has lost seniority pursuant to Article 4.03. [New 2018]

**2.04 PERMANENT POSTING OUTSIDE BARGAINING UNIT**

- (a) An employee who accepts a permanent position outside the bargaining unit shall continue to pay Union deductions during a trial period or any period during which the employee is entitled to rely on a provision of this collective agreement or on Union representation. [3.04(a)]
- (b) An employee who exercises an entitlement to return to the bargaining unit during a trial period shall, providing the employee's deductions are fully paid, be credited with seniority for the time in the non-bargaining unit job, subject to other seniority provisions of this collective agreement. [3.04(b)]

**2.05 APPLICATION OF COLLECTIVE AGREEMENT**

All rights, privileges, duties and responsibilities, set out in the collective agreement, including Union membership, shall apply to all employees unless specifically excepted herein. [1.11(b)]

**2.06 NO PRIVATE AGREEMENTS**

No employee shall be required or permitted to make any written or oral agreement with the Employer or any of its representatives which may conflict with the terms of this collective agreement. [1.03]

**2.07            UNION - EMPLOYER COMMUNICATIONS**

A copy of all correspondence and notices between the parties shall be sent to the Union's Office and to the Director of Human Resources or designate.

[2.02]

**ARTICLE 3 - UNION REPRESENTATION****3.01 MEMBERSHIP AND CHECK-OFF**

- (a) All employees shall, as a condition of employment and continued employment, join and maintain membership in the Union and shall irrevocably authorize the Employer to deduct and forward to the Union, all initiation fees, dues, assessments, benefits payments, arrears and other amounts required to be paid by the Union. The Union will inform the Employer in writing of the amounts to be deducted.
- [3.01(a), am. 2008]
- (b) Within ten (10) working days of hiring, the Employer will provide the Union with the employee's name, position, salary and starting date.
- [3.01(b), am. 2005, am. 2008]

**3.02 DEDUCTIONS MADE BY EMPLOYER**

- (a) The Employer shall make the deductions set out in Article 3.01 from each pay of each employee and shall transmit them to the account of the Union by direct deposit immediately after deduction. A statement of the deposit shall, at the same time, be sent to the Treasurer of the Union and shall be accompanied by a list of the employees from whom deductions have been made and a list of employees added or deleted since the last list, and the reasons therefore.
- [3.02]
- (b) The amount of annual Union dues and all other deductions shall be included on each employee's T-4 form (or equivalent) in the space provided. If no space is provided for any deduction a separate statement shall be provided by the Employer.
- [6.01(c)]

**3.03 INFORMATION ON BARGAINING UNIT EMPLOYEES**

- (a) The Employer shall provide the Union, as available, with a list of employees in the bargaining unit, together with their position title, department, division, pay plan level, regular hours per pay period, pay periods per year, employee's full name, employee number, date of hire, full mailing address, work and home telephone numbers, work location, position start date, position end date, annual salary, hourly wage and "red circle" flag. This information shall be provided in an electronic form agreed upon by the Union and the Employer. In addition, the Employer shall provide this information for each new employee hired promptly following the hiring.
- [2.13, am. 2005]



- (b) The Union shall be notified of all promotions, appointments, hires, lay-offs, recalls, transfers, resignations, retirements, deaths or terminations within seven (7) working days.

[5.06]

**3.04 BARGAINING UNIT ORIENTATION**

The Employer agrees to advise all new employees to the bargaining unit that a Union agreement is in effect and to provide an authorized Union representative with one-half (½) hour with pay during regular working hours 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.

[1.02(b)]

**3.05 UNION-MEMBER COMMUNICATIONS**

The Union shall have use of exclusive space on bulletin boards at all work locations for the purpose of posting materials related to Union business. Such space shall be in an area easily visible and accessible to members of the bargaining unit.

[2.01]

**3.06 UNION ADVOCATE**

Prior to meeting with an employee, the manager will advise the employee of the general purpose for the meeting. This is not a procedural requirement on the Employer which could invalidate the results of an investigation, discipline, or other process. An employee shall have the right to have a Union representative present at any time when management is meeting with the employee for the purpose of discipline or dismissal or a formal investigation which leads to discipline or dismissal and management shall inform the employee of this right and give the employee time to arrange for the Union representative to be present.

[1.06, am. 2008, am. 2016]

**3.07 EMPLOYEE REPRESENTATIVES OF THE UNION**

- (a) The Union shall provide the Employer with a list of Union Officers and Union Advocates, annually and as changes occur.
- (b) Employees acting as representatives of the Union may confer, during working hours, with other employees or with the Employer or its representatives for the purpose of investigating alleged grievances. The Union representative shall first request permission from their immediate Supervisor or Department Head who

[1.04(b), am. 2008]

may take into account operational requirements but shall not unreasonably deny permission and permission shall be given as soon as possible after the request so the employee may meet their obligations as a representative.

[1.04(a)]

- (c) Upon request and given operational requirements, the Employer shall give permission to any Union representative who is required to attend meetings for the processing of grievances, arbitration hearings or mediation proceedings on behalf of the Union. Such leave shall be granted with pay if it occurs during normal working hours. Overtime will not be paid to any employee for any time spent in such meetings outside regular working hours.

[14.03]

- (d) Employees appointed to represent the Union shall be granted time off with pay and benefits for the purpose of attending joint meetings between the Union and the Employer. Such time off shall not be unreasonably denied.

[14.04]

**3.08            UNION BUSINESS AGENT AND OTHER UNION REPRESENTATIVES  
                  NOT ON THE EMPLOYER'S PAYROLL**

- (a) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to attend all meetings between the Union or its representatives and the Employer or its representatives on matters arising out of this collective agreement.

[1.05(a)]

- (b) The Union's Business Agents and other Union representatives not on the Employer's payroll shall have the opportunity to enter all the Employer's premises, provided such entry does not unduly disrupt the work of the Employer, and shall have the right to confer with Union representatives or other employees for the purpose of consultation on matters arising from the administration, alleged violation, interpretation or application of this collective agreement. The Union's Business Agents or other Union representatives not on the Employer's payroll shall first request permission from the Employer and such permission shall not be unreasonably denied.

[1.05(b)]

**3.09            UNION LEAVE**

- (a) The Employer, upon appropriate notice from the Union, unless operational requirements prohibit, shall grant additional leave of absence without pay for the use of Union members, when they are delegated by the Union, for the purpose of attending to Union business, provided that the Employer shall continue the members' pay at the request of the Union as if they were at work and shall bill the

Union for those members' pay. The Union shall reimburse the Employer within thirty (30) calendar days.

[14.02(a)]

- (b) The Employer, upon appropriate notice by the Union, unless operational requirements prohibit, shall grant leave of absence to any employee for the purpose of working for the Union, or for any organization with which the Union is affiliated, if such period of leave is for a period of thirty (30) continuous calendar days or more. In such a case, the Employer shall continue all pay and shall bill the Union for such amounts which are not claimed by the Union pursuant to Article 3.09(a). The Union shall reimburse the Employer within thirty (30) calendar days.

[14.02(b)]

- (c) Regular pay for the purposes of 3.09(a) and 3.09(b) includes compensation, group benefits and pension to which an employee is regularly entitled while at work. All seniority and service shall continue to accrue while an employee is on Union leave.

[14.02(c)]

- (d) Requests for Union leave shall be made or confirmed in writing.

[14.02(d)]

### **3.10 LEAVE FOR NEGOTIATIONS**

Upon request and given operational requirements, the Employer will give permission for up to eight (8) employees who are members of the bargaining unit and any other representatives chosen by the Union to participate on the Union Negotiating Committee. Employees on the Union's Negotiating Committee shall not suffer any loss of pay or other benefits for time lost from work because of scheduled negotiating or conciliation meetings with the Employer but shall not be eligible for overtime payments for time spent in such meetings which are conducted in other than regular working hours.

[14.05]

**ARTICLE 4 - SENIORITY****4.01 SENIORITY**

- (a) Seniority for bargaining unit members will be determined by the Union and shall be applied in accordance with the provisions of this collective agreement. The Union will provide the Employer with the seniority list at least every six (6) months, provided the Employer has given the Union the required information.  
[4.01, am. 2005]
- (b) Every employee shall accumulate seniority from the last date of entry into the bargaining unit, subject to the provisions of Article 4.01(a).  
[4.02, 4.02 in 04-08 contract deleted 2008]

**4.02 SENIORITY WHILE ON LEAVE**

An employee shall continue to accrue seniority while on paid leave or benefit leave, including but not limited to: paid sick leave, time waiting to be eligible for Long Term Disability and for the first twenty-four (24) months in receipt of LTD benefits provided the claim is approved, time on Workers' Compensation or like benefits, Union leave, whether paid by the Employer or the Union, compassionate leave and all other leaves provided for in Article 16 unless otherwise specified. When seniority, pursuant to a leave provision of this collective agreement, ceases to accrue, the employee shall retain but not further accrue seniority.  
[4.05]

**4.03 LOSS OF SENIORITY**

An employee shall only lose seniority if the employee:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns or leaves of their own accord and has not withdrawn their resignation pursuant to this collective agreement;
- (3) is absent from work in excess of three (3) consecutive working days without notifying the Employer and without just cause;
- (4) accepts a permanent position outside the scope of the bargaining unit after completion of the probationary or trial period in accordance with Articles 2.04(a) and 6.04;
- (5) is laid off and does not return to work for a period of twenty-four (24) consecutive months from date of lay-off;

- (6) is terminated and accepts a severance allowance pursuant to Article 7.07.

[4.04]

**ARTICLE 5 - GENERAL CONDITIONS****5.01 NO DISCRIMINATION**

- (a) There shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, classification, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, place of residence, sexual orientation, sex, marital status, membership or activity in the Union, nor by reason of a mental or physical disability or condition unless the disability or condition reasonably precludes performance of the particular employment. The foregoing shall be subject to the Nova Scotia Human Rights Act or any other laws.

[1.08(a) am. 2008]

- (b) The Union agrees that there will be no undue interference with, intimidation of, coercion attempted on or Union disciplinary action initiated against employees who are members of the bargaining unit by or on behalf of the Union or any of its members because of the exercise of the employee's supervisory functions in relation to bargaining unit members which are part of the employee's job and carried out in good faith.

[1.08(b)]

**5.02 EMPLOYMENT EQUITY**

- (a) The Employer and the Union recognize the need for an encouraged greater awareness and acceptance of the diversity of society and the workforce of Halifax Regional Municipality.

[New 2005]

- (b) The parties agree that they will endeavour to meet at a mutually agreeable time and attempt to jointly draft a report of recommendations on how to implement and improve employment equity for individuals identified based on the prohibited grounds of discrimination set out in the Nova Scotia *Human Rights Act*. Any employment equity agreement reached by the parties shall not derogate from the other provisions of the collective agreement unless there is a valid amendment to the collective agreement. The parties agree they may be legally obligated to make accommodations to conform with the *Human Rights Act* and the *Canadian Charter of Rights and Freedoms*.

[New 2005, am. 2008]

- (c) The parties may agree to implement training and professional development for employees regarding diversity, equity and human rights.

[New 2005]

**5.03 NO SEXUAL HARASSMENT**

- (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.  
[1.09(a)]
- (b) "Sexual Harassment" is defined as any discriminatory, sexual based conduct emanating from the workplace 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:
- (1) deliberate physical contact which is sexually based, or which ought reasonably to be known to be sexually based, whether or not there is an expression that such contact is unwanted;
  - (2) sex based verbal abuse;
  - (3) demands for non-work related social contacts which are expressed to be unwanted;
  - (4) demands for sexual favours.
- [1.09(b)]
- (c) Notwithstanding Article 5.03(b), the Union and the Employer recognize that some occupational environments may include exposure to harassing conduct which will be dealt with in an appropriate context.  
[1.09(c)]
- (d) In circumstances of alleged sexual harassment the employee making the allegation shall report the incident(s) to the employee's supervisor or the supervisor of the employee alleged to be the source of the harassment. If the employee is not satisfied with the response of the supervisor, the employee may initiate a grievance at the Step in the Grievance Procedure which involves management higher than the supervisor to whom the complaint was made. The employee shall have the right to have a Union Advocate or other Union representative present at all stages of the complaint and any investigation.  
[1.09(d)]
- (e) Where a complaint is proceeding under the Workplace Rights Harassment Prevention Policy, the Employer will provide an update to the complainant and the respondent every two months.

[New 2008, am. 2018]

**5.04 NO PERSONAL HARASSMENT**

- (a) The Employer and the Union agrees 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 and the Union will not condone personal harassment and will take timely corrective action where appropriate.
- [1.10(a)]
- (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, whether or not prohibited by Article 5.01, Article 5.03, 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.
- [1.10(b)]
- (c) In circumstances of alleged personal harassment the employee making the allegation shall report the harassment to the employee's supervisor or the supervisor of the employee alleged to be the source of the harassment. If the employee is not satisfied with the response of the supervisor the employee may initiate a grievance at the Step in the Grievance Procedure which involves management higher than the supervisor to whom the complaint was made or at Step 2, whichever is further along in the grievance process. The employee shall have the right to have a Union Advocate or other Union representative at all stages of the complaint and any investigation.
- [1.10(c)]
- (d) Notwithstanding 5.04(a) and (b), The Union and the Employer recognize that some occupational environments may include exposure to harassing conduct which will be dealt with in an appropriate context.
- [1.10(d)]
- (e) Where a complaint is proceeding under the Workplace Rights Harassment Prevention Policy, the Employer will provide an update to the complainant and the respondent every two months.

[New 2008, am. 2018]

**5.05 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

There shall be no mandatory referral to any EAP or counselling and no employee shall be required to provide private information as a result of voluntarily attending



EAP or counselling. The Employer shall keep confidential any private information of which it becomes aware.

[2.11]

**5.06 PROBATIONARY EMPLOYEES**

(a) Every new employee shall initially be hired for a probationary period of one hundred and eighty (180) calendar days under appropriate supervision during which time the employee may be dismissed if the employee has not performed to the work standards established by the Employer. Such standards shall be reasonable for the work to be done. The Employer shall give reasons for dismissal in writing to any employee who does not successfully complete the probationary period.

[2.03(a)]

(b) Notwithstanding anything else in this Article 5.06, the parties may agree to extend the probationary period beyond one hundred and eighty (180) calendar days.

[2.03(b)]

(c) An employee who changes jobs during the probationary period must serve the probationary period as set out in Article 5.06(a) above in one job before being declared as having satisfied the new employee probationary period.

[2.03(c)]

**5.07 WITHDRAWAL OF RESIGNATION**

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

[2.10]

**5.08 UNNAMED INSUREDS & LEGAL FEES**

(a) The Employer will maintain reasonable insurance to cover the civil liability of employees where employees act within the course of their employment.

[2.09]

(b) The Employer shall pay all legal expenses and court costs as well as judgement costs, if any, for any action or other proceeding initiated against an employee by virtue of the performance of their employment duties.

[6.07]

**5.09 CLOTHING AND SAFETY EQUIPMENT**

- (a) 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. For those employees required wear arc-rated flash clothing appropriate to their work, the Employer will provide such clothing at no cost to the employees. These shall be used or worn at appropriate times during the performance of the employees' duties.

[2.12(a), am. 2016]

- (b) 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.

[2.12(b)]

- (c) All clothing issued by the Employer shall be made in Canada and shall be union made where possible.

[2.12(c)]

- (d) There will be no formalized dress code. However, managers may make reasonable requests of employees to dress appropriately for the context.

[New 2005]

**5.10 PROFESSIONAL ASSOCIATION FEES**

The Employer shall pay the annual dues or membership fees of professional associations of any employees who are required to maintain membership in such organizations in order to fulfill their job qualifications.

[22.07]

**5.11 PAYROLL DEDUCTIONS**

Employees will have the opportunity to utilize payroll deduction as a means of payment for purposes approved by the Employer; e.g. fitness club memberships, computer purchases, savings programs, property tax, etc.

[6.06]

**5.12 CALL RECORDING**

- (a) The parties agree that the Employer has the right to monitor the quality of service that employees provide to customers. The parties also agree that employees have the right to be protected from threats to their health and safety. The parties also agree the Employer has a responsibility to investigate complaints made by

the public. The recording of business calls through a call recording device will be used for the following purposes:

- (1) A random selection of recorded calls will be used to monitor the quality of service an employee provides to customers and for effective coaching, training and development of employees. The Employer commits to provide feedback to employees as soon as reasonably possible after the monitoring is completed, and to provide, where appropriate, coaching and or training to address any skill and knowledge gaps identified;
  - (2) Retrieval and playback of any recorded calls, as deemed necessary by the Employer, may be taken at the Employer's option to investigate complaints, disputes, allegations of employee misconduct and to protect employees from threats to their health and safety. No employee will be disciplined without just cause as a result of call recording.
- (b) The provisions of Article 5.12(a) also apply where the Employer is capturing computer screen shots.

[New 2008, am. 2018]

### **5.13 SECURITY CLEARANCES**

Notwithstanding any other provision of this collective agreement, the parties agree that any applicant for employment to work in a position with, or a position servicing, the Halifax Regional Police ("HRP"), and any current employee, who is an applicant to work in a different position, bump into any position, or who will, as a result of realignment or reorganization work in a position with, or a position servicing, the Halifax Regional Police ("HRP"), will be subject to successfully obtaining security clearances, including polygraph testing, as determined by the HRP or the Employer.

[New 2008]

### **5.14 DIFFICULT TO FILL POSITIONS**

- (a) When necessary for employee recruitment, the Employer may provide a new hire with a recruitment bonus. The Union will be informed of any recruitment bonus paid.
- (b) When the Employer experiences difficulty in recruiting employees for certain positions because of the rate of pay, the Employer shall have the right to pay the difficult to fill position above the wage scale set out in Appendix A and the Union

[New 2008]

will be notified of this. All incumbents actively at work in positions the Employer confirms as identical will have their pay rate adjusted on the same date. The Employer retains the right to adjust such Employee's wage rate back to the wage rate set out in Appendix "A" and the employees will be given six (6) months' notice in writing of this change. Nothing in this Article limits the Employer's discretion to choose between Article 5.14(a) or (b) or to apply both in its discretion. Employees paid above scale are not entitled to collective agreement increases pursuant to Appendix A.03, instead they will be subject to market reviews by the Employer during the term of this agreement.

[New 2011]

#### **5.15 MUTUAL AID**

Halifax Regional Municipality Charter, S.N.S. 2008, c. 39 provides that HRM may agree with other municipalities, villages, fire protection districts, federal and provincial departments and agencies or others to provide assistance at fires, rescues and other emergencies and to receive assistance at fires, rescues and other emergencies. HRM will first seek volunteers and will not require an employee to respond where the employee/employer determine that it would cause the employee and/or the employee's family personal hardship. Where there is a conflict between giving and receiving assistance as enabled by the Charter and this collective agreement, the former shall prevail.

[New 2008]

#### **5.16 DRIVER'S ABSTRACT**

Any employee who drives an HRM vehicle is required to provide the Employer with a Driver's Abstract. At the employee's option this requirement may be met by either providing:

- (1) A signed authorization form permitting the Employer to obtain a driver's abstract from the registry of Motor Vehicles; or
- (2) A driver's abstract from the registry of Motor Vehicles, in which case the Employer will reimburse the employee for the receipted cost of obtaining the driver abstract. If the employee is electing this option the Abstract shall be provided to the Employer within 1 week of the request.

[New 2016]

**ARTICLE 6 - POSTINGS & JOB APPOINTMENTS****6.01 JOB POSTINGS**

- (a) Prior to posting a job, the Employer will determine what qualifications are needed for the job, whether combination(s) of education and experience will be considered to meet the minimum requirements, how it will assess merit, and the minimum levels needed in the assessment of merit. If the assessment of merit is to include tests, applicants will be informed in advance of the nature of the tests and the weighting given to such tests.  
[New 2005]
- (b) When the Employer is filling a vacancy where the Employer creates a new bargaining unit position the Employer shall, within twenty (20) working days, notify the Union in writing and post notice of the position throughout the bargaining unit for a period of twelve (12) consecutive calendar days. Vacancies shall be posted on E-mail and/or successor technology or methodology.  
[5.03(a)(i), 5.09, am. 2011]
- (c) The notice and posting referred to in Article 6.01(b) shall contain the following information; closing date, nature of the position, required qualifications as established by the Employer, required knowledge and experience, education and skills, hours of work, hourly rate of pay, confirmation that it is a Union position and present work location. Work location can be changed according to operational requirements.  
[5.04]
- (d) Notwithstanding Article 6.01(b), positions being temporarily filled, whether they are permanent positions or temporary positions, and which are anticipated to be of less than eighteen (18) months duration may be filled through the circulation of an expression of interest by the Employer. An expression of interest shall contain the same information and be circulated in the same way as a posting but shall be of seven (7) consecutive calendar days duration.  
[5.03(a)(ii)]
- (e) 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.  
[New 2005]
- (f) Applicants who wish to make application for a posted position shall ensure that the application is delivered to the Human Resources business unit, or someone

designated by that office, prior to the closing of the posting.

[5.03(b)]

**6.02 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.

[5.01(a), am. 2005, am. 2011]

(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.

[5.01(b), am. 2005]

(c) Appointments from within NSUPE Local 13 shall be made within four (4) weeks after the closing date for applications as long as there are qualified applicants.

[5.02, am. 2018]

(d) If a position becomes vacant less than one hundred and twenty (120) calendar days after it is initially posted, the Employer may rely on the prior posting to fill the vacancy.

[New 2005, am. 2008, am. 2018]

**6.03 REASONS AND REVIEW**

The Employer shall, upon request and in a timely manner, give each unsuccessful applicant for a position the reasons why the employee was unsuccessful and shall advise what that person might do to improve the employee’s opportunity to obtain the position in the future. The reasons will include the areas in which the candidate scored higher or lower relative to the other areas.

[5.08, am. 2005, am. 2008]

**6.04 TRIAL PERIOD**

The successful applicant shall be given a trial period of one hundred and eighty (180) calendar days. During the trial period, the Employer will ensure the employee is provided with all the tools, equipment and training necessary for the position as well as appropriate supervision. Conditional on satisfactory completion of the trial period, the employee shall be considered permanent in the

position after the period of one hundred and eighty (180) calendar days. In the event the applicant proves unsatisfactory in the position or states in writing that they wish to return to their former job or status, the employee shall be returned to their former position or status without loss of seniority and at a wage or salary not less than they were previously paid for that position. Any other employee promoted, transferred or appointed because of the rearrangement of positions shall also be returned to their former position or status in a similar manner. This right to return to an employee's former position shall apply to members of the bargaining unit who transfer, promote or are appointed to a non-bargaining unit position.

[5.05, am. 2005]

#### **6.05 TEMPORARY POSITIONS OF LESS THAN NINETY (90) 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.

[New 2005]

- (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 6.01(b). If the incumbent employee will be returning to the vacant position or if the incumbent employee is on a leave provided for in the collective agreement, the posting shall be for a temporary replacement.

[5.07, am. 2005]

- (c) Notwithstanding Article 6.05(a), vacancies may be temporarily filled at the discretion of the Employer for up to ninety (90) calendar days by appointing an individual hired through or by a business or agency external to the Employer. Such appointments will not exceed ninety (90) calendar days nor will these appointments be extended in any one position for a further period of any length without the express written consent of the Union. The Union will be notified of any such appointments that extend beyond thirty (30) calendar days.

[New 2011, 23.02(a) del.]

#### **6.06 APPOINTMENTS TO TEMPORARY POSITIONS**

- (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.

[5.10, am. 2008]

- (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 management for the employee's permanent position in order to accept the temporary appointment. Such permission will not be unreasonably denied.

[5.01(c)]

- (c) At the end of an appointment to a temporary position, an employee shall be placed back into the employee's permanent position unless the employee was displaced pursuant to Article 7.04 or has lost seniority pursuant to Article 4.03.

[New 2018]



**ARTICLE 7 - CHANGES IN STAFFING****7.01 BARGAINING UNIT WORK**

Non-bargaining unit employees of the Employer shall not perform bargaining unit work except for instructional purposes, circumstances provided for by this collective agreement and/or circumstances which do not initiate a layoff(s). With the exception of the introduction of technological change, non-bargaining unit employees of the Employer shall not, under any circumstances, perform bargaining unit work if it will lead to the displacement, layoff or reduction in regular hours of work of bargaining unit employees.

[2.04]

**7.02 TEMPORARY EMPLOYEES, STUDENTS, AND FEDERAL OR PROVINCIAL PROGRAM EMPLOYEES**

The parties agree that the employment of temporary employees, students, employees on Federal or Provincial programs and casual employees, will not result in a reduction in the regular hours of work or the regular pay of any permanent employee in the bargaining unit or result in a reduction of permanent employees in the bargaining unit or result in unfilled positions continuing to be unfilled.

[1.11(a)]

**7.03 CONTRACTING OUT**

The Employer shall endeavour to do work with its own employees. As part of its ongoing business planning, the Employer will review the operational and business considerations which it feels are relevant in determining an appropriate method of service delivery. Where contracting out is found to be appropriate, the Employer will provide the Union, and the employees known to be affected, with thirty (30) days' notice. The Employer shall meet with the Union to discuss the Employer's reasons for contracting out and to provide the Union with the opportunity to respond to the Employer's reasons, recognizing that cost may not be the sole determination in the decision to contract out.

[2.05]

**7.04 DISPLACEMENT**

- (a) A position may become redundant because of technological change, shortage of work, contracting out, or because of the discontinuation of a function or the reorganization of a function. An employee is displaced when the employee's home position becomes redundant or when another employee bumps into the employee's home position.

[2.06(a), am. 2005]

- (b) Where the Employer is eliminating bargaining unit positions but creating new bargaining unit positions with the same pay and required skills that are similar, the parties may agree to appoint the employees in the redundant positions to the new positions without posting, thereby avoiding the bumping process. [New 2005]
- (c) Displacements shall be based upon reverse order of seniority. A displaced permanent employee may, at the employee's option and in accordance with this Article:
  - (1) exercise their bumping rights; or
  - (2) take layoff; or
  - (3) take a severance allowance.

This Article 7.04(c) does not apply to temporary employees. [2.06(b), 2.06(h), am. 2005]

**7.05 BUMPING**

- (a) "Qualifications" in this Article 7.05 means the education, training, skills, experience, knowledge, and competencies or a combination thereof to perform the job in a satisfactory manner. In determining "qualifications", the Employer may take into account past performance documented on an employee's file. [New 2005]
- (b) A displaced permanent full-time employee may bump into the home position of any full-time, part-time or temporary employee with less seniority provided they have the qualifications to do the job of that employee. [2.06(c), am. 2005]
- (c) A displaced permanent part-time employee may bump into the home position of any part-time or temporary employee with less seniority provided they have the qualifications to do the job of that employee. If a displaced employee exercises their right to bump in accordance with Article 7.05, the part-time employee must agree to work the hours of the position to which they are moving. [2.06(d), am. 2005, am. 2008]
- (d) Where a permanent employee is in a temporary position that is bumped into, the term will be considered at an end for the permanent employee and the permanent employee will return to their home position. [New 2005]
- (e) Where an employee has bumped into a position, there shall be a forty (40) calendar day period during which the employee shall decide if they want the job

and during which the Employer shall determine if the employee is suitable. If the employee does not remain in the job, the employee shall then choose between the severance and lay-off provisions.

[2.06(m), am. 2005, am. 2008]

- (f) Notwithstanding the foregoing provisions of Article 7.05, no bumping will be permitted into positions held by employees to which Article 25 (Youth Advocate Program Employees) applies. [New 2018]

**7.06 LAYOFF**

- (a) An employee on layoff shall be permitted, but not required, to apply for vacant positions in accordance with Article 6 of this collective agreement for a period of twenty-four (24) months. If an employee has not returned to work for the Employer prior to the end of twenty-four (24) months, the employee will receive severance as set out in Article 7.07 and the provisions of Article 4.03(5) will apply.

[New 2005]

- (b) If the job from which an employee was displaced becomes vacant or a duplicate position is created within a twelve (12) month period of the displacement, the displaced employee may choose to be recalled into the job. This provision does not apply to employees who have opted for severance.

[New 2005]

- (c) If a permanent employee bumps into a temporary position and the temporary position ends, the employee must then choose between layoff and severance. The severance allowance as set out in Article 7.07(a) below is reduced by the number of weeks the employee was in the temporary position.

[2.06(g), am. 2005]

**7.07 SEVERANCE ALLOWANCE**

- (a) An employee who terminates pursuant to Article 7.04, 7.05 or 7.06 shall be entitled to a severance allowance. The severance allowance shall be calculated at the rate of four (4) weeks for every completed year of service and will be prorated for a partial year of service to a maximum of sixty-five (65) weeks.

[2.06(i),(j), am. 2005]

- (b) The severance allowance shall be paid in a lump sum calculated on the employee's rate of pay at the time of the termination. In the case of an employee who has chosen to bump into a temporary position the severance allowance shall be based on the employee's rate of pay in the permanent position that was declared redundant.

[2.06(k)]

- (c) An employee who is laid off shall be entitled to choose the severance allowance at any time during the lay-off period. For the purpose of calculating severance allowance, the lay-off period shall not be considered as service.

[2.06(l)]

**7.08 TECHNOLOGICAL CHANGE**

- (a) The terms of this Article 7.08 apply where the Employer introduces technological changes to the work of the bargaining unit which is the direct cause of the elimination of positions within the bargaining unit.

[16.01]

- (b) Technological change means the introduction of equipment and/or computer systems 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 and/or computer system.

[16.02]

- (c) Where the Employer intends to introduce technological changes, the Employer will provide one hundred and twenty (120) days' notice, in writing, to the affected employees and to the Union. The notice will include the nature of the change and the reason for the change.

[16.03]

- (d) The Employer will make efforts 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.

[16.04]

**7.09 WORK LOCATION**

The Employer may change employee(s) work location according to operational requirements. In changing work location the Employer will act in a reasonable manner. When possible the Employer will provide advance notice and where consistent with operational requirements, may at its option, seek volunteers.

[New 2005, am. 2008]

**ARTICLE 8 - PAY AND CLASSIFICATIONS**

**8.01 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 and Appendix B respectively, which form a part of this collective agreement. New employees assuming positions outlined in Appendix B may receive a probationary rate of ninety percent (90%) of the wage outlined in Appendix A for the duration of the employee's probation.

[6.01(a)]

(b) Employees shall be paid bi-weekly on Thursday by direct payroll deposit and shall be provided, no later than Thursday of pay week, with a statement showing all amounts paid and deducted for the period, the year to date amounts paid and deducted, and the reasons therefore.

[6.01(b)]

**8.02 NEW CLASSIFICATIONS**

The Employer agrees that if it establishes a new classification which is not set out in attached Appendix "B", it 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 28.

[6.04, am. 2005]

**8.03 RE-EVALUATIONS**

(a) It is acknowledged that the Employer carries out its own evaluation of bargaining unit positions. The Employer will provide the Union with a copy of the job evaluation program used. Employees are entitled to receive a copy of the job description and other written information on which their position was most recently evaluated.

[New 2005, am. 2011]

(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.

[New 2005]

- (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 re-evaluation as soon as possible. If the Employer and the Union cannot then agree on the appropriate pay level for the new classification, the Union can seek redress through Article 28. [New 2005]
- (d) A reduction in pay level resulting from a re-evaluation shall not constitute a layoff or displacement. [New 2005]
- (e) If an employee's pay level is increased as a result of a re-evaluation initiated by the employee or Employer, the employee will receive the pay of the new level as of the date of the business unit Director's approval of the job description. [New 2005, am. 2008]
- (f) Where an employee's pay level is decreased as a result of re-evaluation initiated by the employee or Employer (subject to 8.03(g) exceptions), the employee shall be subject to the provisions set out in Appendix A for red circled employees. [New 2008]
- (g) Where an employee's pay level is decreased as a result of a re-evaluation initiated by the Employer, the employee will not be subject to the provisions set out in Appendix A for red circled employees but will continue to be paid as if the job were in the higher classification and receive any negotiated percentage increases for two (2) subsequent years and thereafter the employee will be subject to the provisions set out in Appendix A. Should such an employee leave their position and the Employer determines that a vacancy exists and thus posts the position, the position will be posted at the evaluated rate. For clarity, once an employee becomes subject to red-circling under Appendix A, the employee's rate will continue to be red-circled and the employee will not receive increases until such time as the employee's rate catches up with the salary for their level. This Article is not applicable to employees who were red circled or paid above scale prior to November 1, 2008. [New 2008, am. 2016]
- (h) Within ten (10) working days of a re-evaluation process being finalized, HRM will advise the Union of the level, and whether or not there has been a change in the level of a position. [New 2016]

#### **8.04 ASSIGNMENT TO HIGHER OR LOWER PAID CLASSIFICATION**

- (a) Any employee temporarily assigned to do work in a lower paid classification than the employee's own shall be paid at the employee's regular rate of pay. [6.03(a)]

- (b) When the Employer, in writing, assigns an employee to a higher paid classification in the bargaining unit, the employee shall receive the rate for the higher classification for all time worked in that higher classification. The Employer may, in writing, withdraw the assignment at any time and once the assignment is withdrawn the employee is no longer entitled to the higher rate of pay.

[6.03(b)]

**8.05 SHIFT DIFFERENTIAL**

Employees shall be paid a shift differential of one dollar (\$1.00) an hour for all work outside the period between seven a.m. (7:00 a.m.) and six p.m. (6:00 p.m.) that is paid at the regular straight time rate. This differential will not be paid where other premium rates are paid.

[6.02, am. 2008]

**8.06 MILEAGE**

- (a) If the Employer has not provided transportation and an employee agrees to use the employee’s vehicle for the Employer’s purposes, including to attend training or meetings, the employees shall be paid mileage at the rate of forty-six cents (\$0.46) per kilometre. Such mileage will not include any mileage costs that the employee would have normally incurred.

[6.05(a), am. 2005, am. 2008]

- (b) Any increase in the mileage rate in the Employer’s travel policy shall be added to the rate then paid.

[6.05(b), am. 2005]

**8.07 TRAVEL ON EMPLOYER BUSINESS**

Any employee requested to travel on Employer Business shall receive a per diem allowance, in advance. Upon return, the employee will be required to account for use of the per diem allowance by a statement of expenses, with receipts, and will return any unused portion.

[8.09]

**ARTICLE 9 - BENEFIT PLANS****9.01 GROUP LIFE INSURANCE PLAN**

- (a) The Employer shall provide and maintain a mandatory Group Life Insurance Plan(s) (GLIP) for all permanent employees who qualify under the terms of the contract with the insurer. The Employer shall provide minimum benefits in the amount of two (2) times the employee's annual wage or salary, the "basic" insurance, in the event of the employee's death with an option for the employee to purchase, at the employee's cost, additional insurance up to three hundred thousand dollars (\$300,000) in units of ten thousand dollars (\$10,000). There shall be a provision for dependent life insurance, to be paid fully by the employee, in the amount of five thousand dollars (\$5,000) for a spouse and two thousand dollars (\$2,000) for each child. This plan shall provide for Accidental Death and Dismemberment insurance (AD&D) in the amount of two (2) times the employee's annual wage or salary.
- [17.01(a)]
- (b) The Employer shall provide the Union with details of the GLIP and a copy of its contract with the GLIP insurer(s).
- [17.01(b)]
- (c) The GLIP shall have a provision that an employee, upon retirement, may continue coverage at the employee's own expense. This retiree module shall include provisions for life and dependent life insurance. At retirement, an employee is entitled to choose an amount of insurance which, rounded to the next highest five thousand dollars (\$5,000), will not exceed the employee's basic insurance at retirement. The insurance will be reduced by fifty per cent (50%) at age sixty-five (65) and terminated at age seventy (70). The dependent insurance will cease at the time the employee reaches age seventy (70).
- [17.01(c)]

**9.02 GROUP MEDICAL PLAN**

- (a) The Employer shall provide and maintain a mandatory Group Medical Plan (GMP) for all permanent employees who qualify under the terms of the contract with the insurer. Employees with medical coverage through a spousal plan may, upon providing evidence of this coverage, choose not to participate in this plan. The GMP shall provide at least as much coverage and as good coverage as the best plan in effect for any member of the bargaining unit on the date of signing this collective agreement.
- [17.02(a)]
- (b) The Employer shall provide the Union with details of the GMP and a copy of its contract with the GMP insurer(s).
- [17.02(b)]



- (c) An active employee who is age sixty-five (65) or older may continue in the GMP subject to the following:
  - (1) An employee or a family member will, upon reaching age sixty-five (65), no longer be able to access drug coverage under the GMP; and
  - (2) An employee who is age sixty-five (65) or older may opt out of participating in the GMP, but once having made such an election to opt out will remain irrevocably ineligible to rejoin the GMP.  
[New 2011, Effective signing of 2011 agreement.]
  
- (d) The GMP shall have a provision that an employee, upon retirement, may continue the plan at the employee's own expense up to the age of sixty-five (65).  
[17.02(c), am. 2005]
  
- (e) Without limiting the scope of the foregoing, the GMP shall include the following provisions except where stated to be optional:
  - (1) The employee will be responsible for payment of ten per cent (10%) up to a maximum of ten dollars (\$10) of the cost of each prescription covered by the GMP.
  - (2) The GMP may include a provision for a managed care formulary.
  - (3) Employees shall be issued a card so they do not have to pay for the drugs personally and seek reimbursement.
  - (4) One hundred per cent (100%) coverage for a private hospital room.
  - (5) Out of Country Coverage - will include emergency coverage and referrals in accordance with and subject to the limitations of the Insurer's contract.
  - (6) Extended Health Benefits:
    - (i) One hundred per cent (100%) paid extended health benefits which, without limiting the scope of this coverage, shall include private duty nursing, diabetic supplies, laboratory tests, diagnostic and x-ray services, physician services outside of province, speech therapists, accidental dental, prosthetic appliances, ambulance, clinical psychologist and home care. All of these coverages are limited to

specified maximums and eligibility requirement as detailed in the Insurer's contract.

- (ii) One hundred per cent (100%) vision care to a maximum of four hundred dollars (\$400) every twenty-four (24) months, with the eye exam included and reimbursement for eye examinations and prescription glasses or contact lenses. [Am. 2008]
- (iii) Payment of up to five hundred dollars (\$500) a year per paramedical practitioner including but not limited to chiropractors, podiatrists, chiropodists and registered massage therapists.
- (iv) Payment up to five hundred dollars (\$500) a year for physiotherapy. [17.02(d)]

**9.03 GROUP DENTAL PLAN**

- (a) The Employer shall provide and maintain a Group Dental Plan (GDP) for all permanent employees who qualify under the terms of the contract with the insurer. [17.03(a)]
- (b) The Employer shall provide the Union with details of the GDP and a copy of its contract with the GDP insurer(s). [17.03(b)]
- (c) The GDP shall have a provision that an employee, upon retirement, may continue the plan at the employee's own expense to age sixty five (65). [17.03(c), am. 2005]
- (d) The GDP shall contain provisions providing for one hundred percent (100%) unlimited basic coverage per person and eighty per cent (80%) coverage to a maximum of one thousand dollars (\$1,000) per person a year for major restorative dental services. [17.03(d)]

**9.04 LONG TERM DISABILITY PLAN**

- (a) The Employer shall provide and maintain a mandatory Long Term Disability Plan (LTDP) for all permanent employees who qualify under the terms of the contract with the insurer. [17.04(a)]

- (b) The Employer shall provide the Union with details of the LTDP and a copy of its contract with the insurer(s). [17.04(b)]
- (c) The LTDP shall provide for payment of benefits for the first twenty-four (24) months after the elimination period if the employee is totally disabled from performing the duties of the employee's own occupation and after twenty-four (24) months, disabled from performing any occupation for which the employee is suited by reason of education, training and experience. [17.04(c)]
- (d) The LTDP elimination period shall be one hundred and nineteen (119) calendar days or the expiry of accumulated sick leave credits, whichever is longer. [17.04(d)]
- (e) The LTDP benefits shall continue until the earlier of age sixty-five (65) or retirement. [17.04(e)]
- (f) The LTDP benefit will be an offset with other Government Disability Benefits including Canada Pension Plan (CPP) disability and Workers' Compensation (WC) benefits. [17.04(f)]
- (g) The LTDP shall provide for a benefit of sixty-six and two-thirds per cent (66.66%) of the employee's pre-disability basic monthly wage or salary to a maximum of eighty-five per cent (85%) of the employee's pre-disability net monthly wage or salary to a maximum of four thousand dollars (\$4,000) a month. [17.04(g)]
- (h) The LTDP shall provide a Cost of Living Allowance (COLA) which shall provide an increase equal to CPI (Canada) to a maximum of three per cent (3%). [17.04(h)]
- (i) An employee on LTD may, at the employee's option, continue in all group benefit plans in which the employee is normally enrolled. Cost sharing of premiums will be done on the same basis as if the employee were at work. Employee contributions to the pension plan will be paid in accordance with the HRM pension plan. [17.04(i), am. 2005]

**9.05 PREMIUMS AND MANAGEMENT OF GROUP BENEFITS**

- (a) Group Benefits (GB) means the GLIP, the GMP, the GDP and the LTDP provided for by Article 9. [17.05(a)]
  
- (b) The Employer shall pay fifty per cent (50%) of the premiums of the GB and the employee shall pay fifty per cent (50%) of the premiums of GB. [17.05(b)]
  
- (c) The employee's premiums shall first be applied to the LTDP so that the LTDP benefit will be non-taxable. In the event that the employee's contribution does not cover the full cost of the LTD premium, the employee will receive a taxable benefit equal to the difference between the total cost and the employee's contribution. [17.05(c)]
  
- (d) Subject to plan carrier requirements on eligibility, an employee will only be able to change their option for coverage under the GMP once per year at the appropriate renewal time except where the employee has a major life change as defined by the plan carrier. [New 2008]
  
- (e) Subject to plan carrier requirements on eligibility, an employee will only be able to change their option for coverage under the GDP once every three (3) years at the appropriate renewal time except where they have a major life change as defined by the carrier. [New 2008]
  
- (f) The cost of HRM's internal administration of the GB shall be borne by the Employer. [17.05(d)]
  
- (g) The Employer and the Union shall both be entitled to communicate with and receive responses from the insurer(s) for the purpose of assisting employees with claims or to advocate on their behalf. [17.05(e)]
  
- (h) The Employer and the Union shall consult regularly about all aspects of the GB, including about usage, and may meet with the insurer(s) from time to time to discuss the various components of the GB and consider plan design changes to avoid increases to plan costs. [17.05(f), am. 2008]

- (i) There shall be nothing in any GB contract or in any policy of the Employer or of the Union which will require an employee or an insurer to disclose private or confidential information of any kind to the Employer or the Union.
- [17.05(g)]

#### **9.06 BENEFITS WHILE ON LEAVE**

- (a) Where an employee will be or is on leave and is not, under the terms of the group benefits plan, eligible to continue their group benefits during the leave, the Employer will notify the employee as soon as possible.
- [New 2005]
- (b) Where an employee will be or is on leave and is eligible to continue their group benefits during the leave, the Employer will notify the employee that, if the employee wishes to continue their group benefits during the leave, the employee will be responsible for paying the employee's share of the benefits during the leave. Whenever possible, the notification will occur prior to the leave commencing. Where an employee has been notified in accordance with this Article 9.06(b), and the employee opts to cease the group benefits, the employee is not required to pay for the group benefits from the commencement of the leave. If, however, the employee either opts to continue receiving the group benefits, or has used the group benefits since the commencement of the leave, the employee will be granted a period of time to pay back the benefits contributions that will not exceed the period of time that the Employer was paying the employee contributions.
- [New 2005]
- (c) Where an employee fails to meet the employee's agreed upon obligations to pay for their share of group benefits or where an employee's employment ceases prior to completion of payment, the employee's debt will be set off against any monies owed by the Employer to the employee. Such monies do not include pension payments, long-term disability payments or Workers' Compensation payments; however, an employee may authorize such deductions.
- [New 2005]

#### **9.07 PENSION PLAN**

- (a) The Employer shall continue to provide a pension plan for all eligible employees. The pension plan shall be the Halifax Regional Municipality Pension Plan as properly amended by the Pension Committee from time to time.
- [17.06(a), (b)]
- (b) The Employer agrees that the pension plan of the Halifax Regional Municipality shall not now or at any time be modified or changed in any respect as it affects directly or indirectly the interests of the employees without the express written

consent of the Union or Pension Committee as provided by the terms and conditions of the plan.

[17.06(c)]

- (c) Pension Plan surpluses belong to the members of the pension plan and shall remain in the plan and be used for shortfalls, reserves, indexing for pensioners and improvements provided that, if there is no shortfall, the parties may agree in writing to use any part of the surplus to reduce contributions in accordance with the pension text.

[17.06(d)]

- (d) 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.

[New 2005]

**ARTICLE 10 - WORKING HOURS****10.01 REGULAR HOURS**

The regular scheduled working hours for employees shall be thirty-five (35) hours per week, seven (7) continuous hours per day beginning no earlier than seven-thirty a.m. (7:30 a.m.) and concluding no later than five p.m. (5:00 p.m.), Monday to Friday, with a one hour (1 hour) unpaid lunch period, two (2) paid break periods, one of fifteen (15) minutes duration in the first half of the shift and one of fifteen (15) minutes in the second half of the shift.

[7.01(a)]

**10.02 EXCEPTIONS TO REGULAR HOURS**

(a) Where attendance at meetings, events, and/or programme monitoring is a regular part of the job, the Employer may schedule the employee to work seven (7) continuous hours on their normal working day ending no later than nine p.m. (9:00 p.m.) Notwithstanding the seven (7) continuous hours, should the employee be required to work beyond nine p.m. (9:00 p.m), overtime rates set out in Article 8 of this collective agreement shall apply.

[7.01(c)]

(b) Where work outside the hours provided in 10.01 is required in a job, the Employer may schedule the work for seven (7) continuous hours ending no later than twelve (12) midnight.

[7.01(d), am. 2005]

(c) Notwithstanding Articles 10.01, 10.02(a) and (b), and 10.03, Employees in any new classification created during the term of this collective agreement, where operationally required and with notice to the Union and employees in the following positions in the Recreation, Tourism and Culture Business Unit and/or its successors shall work hours as directed by the Employer, but no more than forty-five (45) hours in a week and no more than seventy (70) hours bi-weekly: Civic Events Coordinator, Sr. Civic Events Coordinator, Sports and Community Events Coordinator, Community Relations & Cultural Affairs Technician, Aquatic Specialist, Community Arts Programmer, Community Developer, Community Recreation Coordinator, and Cultural Planner.

[7.01(g), am. 2005, am. 2008, am. 2011]

**10.03 CHANGING HOURS**

(a) An employee's scheduled hours of work shall not be changed with less than two (2) weeks' notice without the agreement of the employee.

[7.01(f)]

- (b) Where the Employer wishes to establish working hours other than those provided in Articles 10.01, 10.02(a) and 10.02(b) above, the Employer shall first discuss the proposed changes with the Union and shall provide thirty (30) days' notice prior to the change but after the determination has been made, to all affected employee(s) and to the Union.

[7.01(e), am. 2005]

- (c) Where the Employer determines that it is necessary to change an employee's working hours pursuant to this Article 10, the Employer will first seek volunteers from among employees doing the same work. Provided one (1) or more of the volunteers meet the operational requirements of the new working hours, the most senior volunteer will change hours. Where no one volunteers or there are no volunteers who meet the operational requirements of the new working hours, the Employer may require the least senior employee in the job who meets the operational requirements to change hours.

[New 2005]

- (d) Individual agreements for flexible working hours, by the day, by the week or by pay period, may be made, provided the Employer, the Union and the individual employee agree. An individual agreement for an unpaid lunch break of not less than thirty (30) minutes and not more than ninety (90) minutes may be made, provided the Employer and the individual employee agree. Notwithstanding any other Article of the collective agreement, this arrangement shall not trigger any overtime, shift differential or other additional pay aside from regular pay for hours worked.

[7.01(b), am. 2008]

**10.04 ROTATIONAL SHIFTS**

Where rotational shift systems are utilized, all employees doing the job will be assigned as equitably as possible to day, evening, night, and weekend shifts, as the case may be. Article 10.03 (c) will not apply to a rotational system except that if the Employer determines that any employee(s) doing the job are to be excluded from a rotation on a regular basis, such exclusions will be determined in accordance with Article 10.03 (c). [New 2005]

**10.05 DAYS OF REST**

Except as otherwise provided in this Article 10, all employees shall receive two (2) consecutive days of rest in every seven (7) day cycle. Where flexible work weeks are agreed upon in accordance with Article 10.03(d), the first and second days of rest may be different than those set out in this Article but they must be consecutive.

[7.02]



**10.06 FULL TIME EMPLOYEES WORKING PART TIME**

The Union and Employer may agree in writing that permanent full-time employees may work part-time hours under the following circumstances:

- (1) The temporary part time work will be solely for the purpose of replacing a permanent full time employee on part time leave of absence without pay for the following reasons:
  - (i) education, training or up-grading leave; or
  - (ii) Union leave; or
  - (iii) replacement of another permanent full time employee who is on part time leave.
- (2) The temporary part time work shall be limited to a maximum period of one (1) year from the date of commencement, after which it shall require the written agreement of the Employer and the Union to continue for a further specified time.
- (3) An employee on part time leave may, upon written notice to the Employer and the Union, return to their full time employment. The notice required shall be the shortest time necessary to permit the Employer to give any replacement employee two (2) weeks' notice.

[7.03]

**10.07 MEAL AND REST BREAKS**

Except where Article 10.01 applies, employees are entitled to meal breaks and rest breaks as follows. The shift lengths referred to in this Article 10.07 include paid hours only, and do not include unpaid breaks or meal periods.

- (a) Employees scheduled to work three and a half (3.5) hours or more and up to five (5) hours in a single shift are entitled to a paid rest break of fifteen (15) minutes.
- (b) Employees scheduled to work a more than five (5) hours but less than seven (7) hours in a single shift are entitled to a rest break of thirty (30) minutes, fifteen (15) minutes of which will be paid.
- (c) Employees scheduled to work seven (7) or more hours in a single shift will have a one-hour (1 hour) unpaid lunch period, two (2) paid break periods, one of fifteen (15) minutes duration in the first half of the shift and one of fifteen (15) minutes in the second half of the shift.

- (d) Employees scheduled to work a shift of ten and a half (10.5) hours or more in a single shift are, in addition to the breaks and meal periods set out in Article 10.07(c), entitled to a paid rest break of fifteen (15) minutes.
- (e) This Article 10.07 does not prevent the application of Article 10.03 (d).
- (f) The breaks and meal periods outlined in this Article 10.07 will apply to employees working overtime continuous with their regular shift.

[New 2018]

**10.08 REST TIME BETWEEN SHIFTS**

- (a) Except in the situation of a call-out or overtime, employees will be provided a minimum of eight (8) hours free from work between shifts.
- (b) An employee who feels they have had inadequate rest prior to commencing a shift due to working overtime or completing a call-out in the eight (8) hours previous to their shift starting may, if operational requirements permit, make an agreement with their supervisor or manager to start their shift later. The employee will be permitted to make up the time at a mutually agreed upon time within the current or following pay period, or, at their option, take time off in lieu, vacation, or unpaid leave.

[New 2018]

**ARTICLE 11 - OVERTIME**

**11.01 REQUIREMENT TO WORK OVERTIME**

- (a) Overtime work shall be performed by employees whenever called upon unless the employee has a reasonable excuse for not working. A reasonable excuse shall include, but not be limited to, sickness, vacation, inability to acquire suitable child care services, or excuse of a similar or urgent nature. [8.01(a)]
  
- (b) Notwithstanding the above, an employee may refuse overtime provided there are other employees in the classification within the same Division or Department able to do the work and who:
  - (1) are willing to do the work; or
  - (2) have actually worked fewer overtime hours during the past month and do not have a reasonable excuse for refusing overtime. [8.01(b)]
  
- (c) If all other employees have a reasonable excuse the Employer may require the most junior employee(s) in the classification, Division, Department to do the overtime work. [8.01(c)]

**11.02 DISTRIBUTION OF OVERTIME**

- (a) Overtime shall be offered to those employees in each division or department or work site in whose classification the work falls and shall be distributed fairly and equitably among those employees qualified to perform the work, unless:
  - (i) the overtime work to be done is work which involves the presentation of work which has been prepared by an employee, or;
  - (ii) the overtime work is of a project nature which can only reasonably be done by the employee(s) doing the project;
  - (iii) the overtime work can only be carried out by specific individuals with specific qualifications.

In the above exceptions, the overtime work shall be offered to the employee(s) associated with the work.

[8.02(a), am. 2008]

- (b) If the employees in a division or department in whose classification the work falls are unavailable or have a reasonable excuse to refuse the work or if not enough such employees are available, the Employer may offer the work to other employees on an equitable basis. [8.02(b)]
- (c) Overtime work shall be offered to other bargaining unit members who are qualified to perform the work prior to being offered to non-bargaining unit employees or to persons who are not employees. In special situations, the Employer may deem overtime mandatory for the employee most closely associated with the work as outlined in 11.02(a) or, if this association does not exist, require it in a fair manner beginning with the most junior employee in a division or department or work site of that classification. [8.02(c)]

**11.03 RECORD OF OVERTIME**

- (a) The Employer shall keep a list of all overtime offered, all overtime worked and all overtime refused by each employee, which shall be available to an employee upon request for the purposes of applying Article 11.01(b). At least every four (4) weeks this list shall be posted in the workplace and a copy provided to the Union. Without affecting the applicability of Article 11.01, the Employer may require employees who wish to be offered overtime to place their names on a list so that the Employer will not have to offer overtime work to employees whose names are not on the list. Employees may choose to leave the list at any time and may choose to have their names added to the list every three (3) months. [8.02(d), am. 2008]
- (b) The Employer shall review each list and shall make every reasonable effort to offer future overtime in a manner which will provide for equitable sharing of overtime among the employees concerned. [8.02(e)]
- (c) Each hour of overtime offered, refused and worked shall be converted to straight time hours before being entered on the list. [8.02(f)]
- (d) The total of overtime hours worked and overtime hours refused shall equal an employee's total number of overtime hours for purposes of the review required by Article 11.03(b). [8.02(g)]

**11.04 OVERTIME PAY**

- (a) Any work performed other than during the hours of work provided for in Article 10 shall constitute overtime and shall be payable at the rate of time and one-half (1.5x) except where double (2x) time is payable. [8.03]

- (b) Overtime work performed in excess of four (4) hours on a regular working day shall be paid at double (2X) the regular rate. [8.04]
  
- (c) Work performed on an employee's first day of rest shall be paid at the rate of time and one-half (1.5X) for the first seven (7) hours and the rate of double time (2X) for all subsequent hours worked. Work performed on an employee's second and subsequent day of rest shall be paid at the rate of double time (2X) for all hours worked. [8.05(a),(b)]
  
- (d) Overtime work performed on a day designated as a holiday shall be paid at the rate of double time (2X) for all hours worked. [8.05(c)]

**11.05 MINIMUM PAY**

Except for overtime work which is continuous with an employee's regular hours of work, an employee shall be paid a minimum of four (4) hours at the regular rate for each period of overtime work unless the employee chooses to take time off in lieu of pay.

[8.06]

**11.06 TIME OFF IN LIEU OF OVERTIME PAY**

In lieu of payment for overtime worked an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreed upon by the employee and the Employer. Any banked overtime for an employee in excess of seventy (70) hours not taken by March 1 will be paid out for the hours in excess of seventy (70) hours no later than the first pay in April. The Employer shall not unreasonably refuse an employee's requested time off in lieu.

[8.07, am. 2005]

**11.07 MEAL ALLOWANCE & CHILDCARE**

- (a) Employees who are required to work unscheduled overtime in excess of two (2) hours which is continuous with their regular shift or in excess of four (4) hours which is not continuous with their regular shift shall be paid a meal allowance of ten dollars (\$10). For the purposes of this Article 11.07, public meetings which commence when an employee is working regular hours under Article 10.01 and this work continues into overtime which was not previously anticipated will be considered unscheduled.

[8.08, am. 2005, am. 2016]

- (b) If an employee works outside regular working hours without being notified of the requirement on the employee's previous working day, the Employer will pay reasonable costs of receipted child care expenses for the period outside working hours where such expense is incurred.

[8.10]

**ARTICLE 12 - STAND-BY, PAGER PAY & CALL-OUT****12.01 PRE-CONDITIONS FOR STAND-BY**

- (a) Before designating or scheduling any job for stand-by the Employer shall discuss it with the Union and shall only schedule stand-by in circumstances where, by the nature of the service provided, it is reasonably necessary. [9.01(A)(a)]
- (b) Positions previously designated for stand-by arrangements prior to the signing of this agreement will remain on stand-by until changed by the Employer. Any position affected by this provision shall be reviewed pursuant to 12.01(a) within twelve (12) months following the signing of this collective agreement. [9.05]
- (c) An employee on stand-by shall be provided with a pager at no cost to the employee. [9.01(A)(b)]

**12.02 DISTRIBUTION OF STAND-BY**

- (a) Where it is determined that stand-by is reasonably necessary, stand-by shall be distributed equitably among employees in the job. The schedule for stand-by may be proposed by the employees responsible for stand-by to the Employer which will take into consideration the employees' wishes and the need to provide the service. [9.02(a)]
- (b) No employee shall be required to be on stand-by for more than two (2) weeks in every four (4) week period. [9.02(b)]

**12.03 STAND-BY PAY**

- (a) An employee on stand-by shall be paid for the period on stand-by in addition to any other pay and whether or not the employee actually performs any work. [9.03(a)]
- (b) Employees designated on stand-by on their regular work day shall receive stand by pay of one (1) additional hour pay per day at the regular rate of the stand by classification. An employee designated on stand-by on their day of rest or on a holiday shall receive stand by pay of two (2) additional hours per day at the regular rate of the stand by classification. [9.03(b), am. 2005]

- (c) An employee who is on stand-by for any part of a holiday included in Article 13 shall, in addition to stand-by pay set out in Article 12.03(b), receive another day off in lieu of the holiday or, if the employee chooses, another day's pay. [9.04]

- (d) An employee designated on stand-by on a regular work day who will require an equipped Employer vehicle if they are called in and are directed by the Employer to take an Employer vehicle home during the stand-by period will, in addition to the stand-by pay set out in Articles 12.03(a) and 12.03(b), receive an additional hour's pay for each day of stand-by. On a day of rest or on a holiday, Article 12.03(b) will apply. [New 2005]

**12.04 CALL OUT**

- (a) Call out occurs when an employee is required to work at some time other than the employee's regular hours. A change in the regular schedule carried out in accordance with Article 10 does not constitute a call out. Additional time which is continuous with the employee's regular hours, either before or after the employee's regular hours, is overtime and not a call out. [New 2005]

- (b) An employee called out shall be guaranteed a minimum of four (4) hours pay at the regular rate or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. Pay commences at the time the employee reports to work. [10.01, am. 2005, am. 2016]

**12.05 WORK FROM HOME**

When an employee is required by the Employer to do work at home or over/on any electronic means of communications without reporting to a work site, regardless how short, it shall be considered call out work if it is outside the employee's regular hours of work and the employee shall be guaranteed a minimum of one (1) hour pay at the regular straight time rate for each incident or shall be paid for all time worked at the appropriate overtime rate, whichever is greater. The employee shall not receive additional compensation under Article 12.04. [10.02]



**ARTICLE 13 - HOLIDAYS**

**13.01 HOLIDAYS**

The holidays shall be:

- (1) New Year's Day
- (2) Nova Scotia Heritage Day
- (3) Good Friday
- (4) Easter Monday
- (5) Victoria Day
- (6) Canada Day
- (7) Civic Holiday or first Monday in August
- (8) Labour Day
- (9) Thanksgiving Day
- (10) Remembrance Day
- (11) Christmas Day
- (12) Boxing Day
- (13) Any other day appointed by the Government of Canada, Government of Nova Scotia, or the Halifax Regional Municipality as a general holiday.

[11.01, am. 2016]

**13.02 DESIGNATED DAY**

When a holiday(s) listed in Article 13.01 falls on a day of rest the next regularly scheduled work day(s) shall be designated as the holiday.

[11.03]

**13.03 HOLIDAY PAY**

(a) All employees shall be paid for the regular working hours for the holidays listed in Article 13.01 unless the employee is on leave without pay, other than leave for which the Union reimburses the Employer, on the holiday.

[11.02(a)]

(b) Any work performed on a day designated as a holiday shall be paid for at the rate of one and a half (1.5 x) unless double time (2X) is payable pursuant to Article 11.04.

[11.02(b)]

(c) An employee who works on any of the holidays listed in Article 13.01 shall receive pay as described in Article 13.03(b) in addition to pay as described in Article 13.03(a).

[11.02(c)]

- (d) An employee who is regularly required to work on a holiday shall be permitted to take time off in lieu of the holiday pay set out in Article 13.03(b) at a rate of one and a half (1.5) days off for each holiday worked.
- [11.02(d)]

**13.04 RELIGIOUS EVENTS**

The Employer will accommodate an employee's requests for time off for personal observances of religious events. Time off may be paid through the use of time in lieu, vacation time or taken as leave without pay.

[11.04]

**ARTICLE 14 - VACATIONS**

**14.01 VACATION YEAR AND VACATION DAY**

- (a) The vacation year is defined as the calendar year and a vacation day is defined as seven (7) hours except for an employee who regularly works more than seven (7) hours then the vacation day shall be defined as the number of hours the employee regularly works each day. Employees who work flexible weeks shall have vacation allocated on the basis of the average regular hours worked by the employee. [12.01]
  
- (b) When a holiday specified in Article 13.01 falls within an employee's vacation period that day shall not be considered a vacation day. [12.03]

**14.02 VACATION ENTITLEMENT**

Employees shall receive an annual vacation with pay in accordance with the following:

- (1) Less than one (1) year of service - one and one-quarter (1.25) working days for each month or major part thereof of service in a calendar year of hiring.
  
- (2) Commencing at the beginning of the year in which the employee attains one (1) year of continuous employment and continuing up to and including five (5) years, employees shall be entitled to three (3) weeks paid vacation.
  
- (3) Commencing at the beginning of the year in which the employee attains six (6) years of continuous employment and continuing up to and including twelve (12) years, employees shall be entitled to four (4) weeks paid vacation.
  
- (4) Commencing at the beginning of the year in which the employee attains thirteen (13) years of continuous employment and continuing up to and including nineteen (19) years, employees shall be entitled to five (5) weeks paid vacation.
  
- (5) Commencing at the beginning of the year in which the employee attains twenty (20) years of continuous employment, employees shall be entitled to six (6) weeks' vacation.

- (6) Vacation will be prorated if an employee misses in excess of three (3) months while on unpaid leave or while on leave pursuant to the Deferred Salary Leave Program.

[12.02]

#### **14.03 VACATION SCHEDULING**

- (a) Individual vacation shall be scheduled through consultation between the employees and the appropriate level of supervision with due consideration being given to the efficient operation of the Employer. An employee shall be entitled to receive their vacation in an unbroken period to a maximum of four (4) weeks. An unbroken period of longer duration may be taken if it does not unduly interfere with the Employer's operation.

[12.04(a)]

- (b) If a conflict arises over the scheduling of vacations between two (2) or more employees the issue shall be resolved using seniority as the determining factor provided, however, that where an employee takes two (2) or more vacation periods in the vacation year, that employee may only use seniority to determine the issue in their favour, once in that vacation year.

[12.04(b)]

- (c) The Employer shall notify each employee of their vacation entitlement for each year by January 15th of the calendar year. Upon request, an employee shall be informed in writing of the amount of vacation entitlement remaining as of the date of the request.

[12.04(d)]

- (d) Vacation lists shall be circulated by October 15 of the year prior to in which the vacation is to be taken so that employees may indicate their preferred dates for the upcoming vacation year. The approved vacation schedule for the upcoming vacation year shall be posted on December 1 by the Employer. Employees who do not indicate preferred dates for vacation at least ten (10) working days before December 1 will be allocated vacation dates on a first come first served basis and the provision of seniority to resolve conflicts shall not apply unless two (2) or more employees apply at the same time.

[12.04(c), am. 2016, am. 2018]

#### **14.04 WORK DURING VACATION**

No employee shall be required to work during the employee's scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, the vacation shall be rescheduled. If the vacation

cannot be rescheduled at a time acceptable to the employee, it shall be paid out at the end of the calendar year.

[12.09]

**14.05 VACATION PAY**

An employee shall receive pay while on vacation at the employee's regular rate, or, if in a higher rated job for thirty (30) consecutive days or more at the higher rate, if vacation is taken when the employee would have been working in the higher rated job.

[12.05]

**14.06 VACATION CARRY OVER AND PAY OUT**

The Employer may, at its discretion, permit an employee to carry over five (5) vacation days and such permission shall not be unreasonably refused. Any vacation not taken by December 31 because of operational requirements shall be paid out, or carried over, at the employee's option.

[12.06]

**14.07 VACATION POSTPONED DUE TO ILLNESS**

An employee's vacation shall not usually be extended, postponed or exchanged for sick leave because of injury or illness occurring during the employee's vacation, however, the Employer, upon presentation of the circumstances, may extend, postpone or exchange for sick leave all or any part of an employee's vacation which has been or will be interrupted by injury or illness. Notwithstanding the foregoing, if the injury or illness occurs prior to the start of the employee's vacation, the vacation shall be postponed at the employee's option.

[12.07]

**14.08 VACATION ON TERMINATION**

(a) An employee who terminates their employment and does not withdraw their resignation pursuant to Article 5.07 or who is terminated for any reason and is not later reinstated or retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 14.02. However, in the event of the employee's death, the estate, shall receive full vacation entitlement for that year.

[12.08(a)]

(b) An employee who has used more vacation time and resigns, is dismissed or retires before the end of the calendar year is subject to have any unearned portion of the used vacation recovered.

[12.08(b)]

**ARTICLE 15 - SICK LEAVE, WORKERS' COMPENSATION  
AND LONG TERM DISABILITY**

**15.01 ACCUMULATION OF SICK LEAVE**

(a) Each employee shall be entitled to paid sick leave in the amounts specified in this Article 15, when, through sickness, the employee is unable to perform their work for the Employer.

[13.01]

(b) Employees shall accumulate sick leave at the rate of one and one half (1 ½) working days per month. Employees will not accumulate sick leave when not receiving remuneration directly from the Employer for a period greater than thirty (30) calendar days unless specifically provided for by this collective agreement. Total accumulation for each employee will not exceed one-hundred and fifty (150) working days.

[13.06(a), am. 2005]

(c) Notwithstanding Article 15.01(a) above, an employee who has accumulated sick leave under the provisions of collective agreements or terms of employment prior to the signing of this collective agreement, shall retain that accumulated sick leave until it is used or drops below the amount set out in Article 15.01(a).

[13.06(b)]

(d) Sick leave accumulation shall be reduced by the amount of time the employee is absent and in receipt of sick leave benefits.

[13.07, am. 2008]

(e) A record of sick leave accumulated and used shall be kept by the Employer and a copy of this record shall be provided to the employee as soon as possible in the year following. An employee shall be advised, on request, of the amount of sick leave accumulated to that date to their benefit.

[13.05, am. 2008]

**15.02 WHERE SICK LEAVE EXHAUSTED**

(a) An employee with more than two (2) years of service who has exhausted their sick leave credits may request an extension of sick leave which may be granted by the Director.

[13.08(a) am. 2008, 13.08(b) in 2004-2008 contract deleted 2008]

(b) Sick leave advancements, if granted, shall be recovered at the rate of three quarters (3/4) of a day per month of sick leave accumulated upon the employees return to work until the advance is fully repaid. An employee who has been advanced sick leave and resigns, is dismissed or retires, is subject to having the

outstanding balance of the sick leave recovered in an equivalent monetary amount from their final pay.

[13.08(c), am. 2008]

**15.03 REPORTING ABSENCE AND RETURN**

An employee shall report their absence from work due to sickness to their immediate supervisor or designate as soon as reasonably possible. At this time the employee should, where possible, give an indication to the supervisor as to when the employee will be able to return to work.

[13.03]

**15.04 PROVISION OF MEDICAL INFORMATION**

- (a) In order to qualify for sick leave payments, an employee may be required to substantiate their reasons for the absence by providing a medical certificate indicating that the employee was unable to work due to illness and, where possible, the employee’s anticipated date of return.

[13.02(a), am. 2005]

- (b) An employee will be given a reasonable amount of time to submit a medical certificate and, except where the Employer has a reasonable concern about an employee’s fitness to work, the employee will be permitted to return to work pending submission of a medical certificate. The Employer will not make its initial request for a medical certificate after an employee has already returned to work from an absence due to sickness.

[New 2005]

- (c) The Employer shall not be entitled to any private or confidential information, including a diagnosis, on any employee. The Employer is entitled to know if the employee’s physician is of the opinion that the employee is pursuing a reasonable course of treatment given the employee’s personal circumstances. Where the physician provides such an opinion, the Employer will accept the opinion as valid. Employees who are off work due to sickness have the obligation to return to work as soon as practicable and to attend work regularly as medically appropriate.

[13.02(b), am. 2005]

- (d) Notwithstanding Article 15.04(c), an employee may be required to provide sufficient medical information to determine:

- (1) an employee’s fitness to continue working or to return to work; or

- (2) the Employer's obligation in regard to an employee's request for accommodation, or if the absence is prolonged, to determine the potential for an Employer-initiated accommodation.

The parties acknowledge that the determinations above can only be made when the employee's physician is apprised of the requirements of the employee's work.  
 [New 2005]

- (e) To obtain the information required under Article 15.04(d), the Employer will request that the employee provide the Employer's Functional Abilities Report completed by a qualified healthcare provider of the employee's choosing. The Functional Abilities Report will not request any information except that which the Employer is entitled to pursuant to the foregoing Articles 15.04(b) and 15.04(c). The completed Report will be submitted to HRM Workplace Health Services and treated confidentially. The Employer will reimburse the employee for any cost associated with completing the Report. The Employer will give the employee a reasonable time for getting the Report completed and submitted to HRM Workplace Health Services.

[New 2005, Am. 2011]

- (f) If a Functional Abilities Report is not complete or is unclear, Workplace Health professionals retained by the Employer may, in writing, advise the employee of the deficiencies and give the employee a reasonable amount of time for getting a revised Functional Abilities Report completed and submitted in accordance with Article 15.04(d).

[New 2005, Am. 2011]

- (g) Where the Employer has reason to doubt the validity of the medical information provided by an employee, Occupational Health professionals retained by the Employer will provide the employee the details for the concern and give the employee an opportunity to respond. The employee will provide the appropriate information to address any reasonable doubts on the part of the Employer.

[New 2005]

- (h) Where the Employer reasonably determines that an employee's use of sick leave is excessive, the Employer will provide the employee with details of the concern and, where appropriate, give an employee the opportunity to provide information from the employee's qualified physician regarding whether the employee is anticipated to be able to improve their attendance in the future. If the employee does not provide such information, the Employer may infer that there is no likelihood of improvement.

[New 2005]

- (i) The Employer shall not unreasonably require either a medical certificate or a functional abilities form.

[New 2005]



- (j) The Employer shall keep confidential any private medical information of which it becomes aware. [New 2005]
- (k) An employee seeking an accommodation of a disability will put their request in writing. [New 2016]

**15.05           JOB PROTECTION WHILE ILL**

- (a) An employee who is or will be eligible for benefits under a Group Long Term Disability Plan (LTD) shall retain their right to their position for twenty-four (24) months after the first day on which they are eligible for LTD benefits. The Employer may fill the employee's position on a temporary basis during this time and any employee temporarily placed in a position because of the temporary rearrangement shall return to their regular position upon the return of the employee from their illness. [13.09(a)]
- (b) The Employer, after the expiration of such twenty-four (24) months, may declare the position vacant and fill it in the normal manner. This shall not be deemed to be a termination of employment. However, where the Employer is satisfied that medical evidence confirms that an employee will be able to return to work with the Employer within the next twelve (12) months, the employee shall retain, during the aforementioned twelve (12) month period, the right to apply for any posted position as if the employee was regularly working in the position the employee held prior to the illness provided that the Employer may require a medical report from the employee's qualified medical doctor to show medical fitness for the position the employee would fill if the employee were the successful applicant. [13.09(b), am. 2008]
- (c) Exhaustion of sick leave accumulation will not warrant termination. [13.09(c), am. 2008]

**15.06           MEDICAL AND DENTAL APPOINTMENTS**

Where possible, employees will make medical and dental appointments and treatments outside of their regular working hours. If not possible, employees will make up the hours at a time acceptable to the Employer. If making up the hours is not possible, the Employer and the employee may make an agreement that the employee use vacation or time in lieu. If the aforementioned alternatives are not possible, the time will be taken from the employee's sick leave accumulation. [New 2005, am. 2008]

**15.07 EXTENSION OF UNPAID LEAVE**

An employee's leave of absence without pay shall not usually be extended, postponed or exchanged for sick leave because of injury or illness occurring during the employee's leave. However, the Employer, upon presentation of the circumstances, may extend, postpone or exchange for sick leave all or any part of an employee's unpaid leave which has been or will be interrupted by injury or illness.

[13.04]

**15.08 WORKERS' COMPENSATION**

- (a) All employees covered by this collective agreement shall be covered by the Nova Scotia Workers' Compensation Act.

[13.10(a)]

- (b) The employee shall ensure, at the employee's option, that all group benefit plans in which the employee is normally enrolled are continued. Cost sharing of premiums will be done on the same basis as if the employee were at work. Employee contributions to the pension plan will be paid in accordance with the HRM pension plan.

[13.10(b)]

- (c) The provisions of Article 15.05 shall apply in the same manner with respect to employees in receipt of Workers' compensation benefits.

[13.10(c)]

**ARTICLE 16 - LEAVES OF ABSENCE****16.01 PRE-RETIREMENT LEAVE**

- (a) All employees hired prior to July 10, 2012, after ten (10) years of continuous, permanent service with the Employer, shall, upon death or retirement under any of the provisions of the pension plans of Halifax Regional Municipality, be entitled to receive a pre-retirement leave with pay computed on the basis of three (3) calendar days for each completed year of service with the Employer, up to a maximum of ninety (90) days at the rate of the current salary. Employees hired after July 10, 2012 shall not receive a pre-retirement leave.

[14.12(a), am. 2008, am. 2011, am. 2016]

- (b) An employee entitled to receive pre-retirement leave may choose to work all or a portion of the pre-retirement leave period and, where such a choice is made, shall receive a lump sum payment for any entitlement not taken as leave.

[14.12(b)]

**16.02 COMPASSIONATE CARE LEAVE**

- (a) For the purposes of this Article 16.02, "family member" means:

- (1) a spouse or common-law partner of the employee;
- (2) a child, step-child, grandchild or step-grandchild of the employee or the employee's spouse or common law partner;
- (3) a parent, step-parent, grandparent, step-grandparent of the employee or of the employee's spouse or common law partner;
- (4) a sibling or step-sibling of the employee or the employee's spouse or common-law partner;
- (5) an aunt, uncle, niece, nephew, of the employee or the employee's spouse or common-law partner;
- (6) any other person for which an employee is entitled to take compassionate care leave under the provisions of the Nova Scotia Labour Standards Code and its regulations.

[New 2005, am. 2008]

- (b) An employee who has been employed with the Employer for a period of at least three (3) months is entitled to a leave of absence of up to twenty-eight (28) weeks to provide care or support to a family member provided that a medical

practitioner issues a certificate stating the family member has a medical condition with a significant risk of death within twenty-six (26) weeks from:

- (1) the date the certificate is issued; or
- (2) where the leave begins before the certificate was issued, the day the leave begins.

[New 2005, am. 2018]

- (c) The compassionate care leave may be broken into two (2) or more periods provided that each period must be of not less than one (1) week. [New 2005]
- (d) Compassionate care leave ends at the end of the work week during which the family member dies or twenty-six (26) weeks after the certificate was issued, whichever is earlier. If the family member dies, bereavement leave pursuant to Article 16.03 will commence immediately following the conclusion of compassionate care leave. [New 2005]
- (e) An employee on compassionate care leave may choose to continue to participate in the group benefit plans and pension for the period of the leave on the same cost-share basis with the Employer as if the employee were at work. [New 2005]
- (f) The Employer will permit an employee who requires more than twenty-eight (28) weeks of compassionate care leave to use vacation or other accumulated leaves or to take an unpaid leave of absence. [New 2005, am. 2018]

**16.03 BEREAVEMENT LEAVE**

- (a) An employee shall be entitled to five (5) consecutive calendar days, to the extent that any or all of these days are normal working days, leave of absence without loss of pay or benefits immediately following the death of any one or more of the employee’s spouse, child, parents, siblings, parents in-law, grandparents, and grandchildren. For the purposes of this Article:
  - (1) Spouse includes common-law spouse, same sex spouse and registered domestic partner.
  - (2) Child includes all child-parent relationships including, biological child, step-child, adopted child, foster child, and ward.
  - (3) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, and guardian.

- (4) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the employee.
  - (5) Grandparent includes, in the same manner, the parent of an employee's parent.
  - (6) Grandchild includes, in the same manner, the child of an employee's child. [14.01(a)]
- (b) An employee shall be entitled to three (3) consecutive calendar days, to the extent that any or all of these days are normal working days, leave of absence without loss of pay or benefits immediately following the death of the employee's aunt, uncle, sister-in-law, brother-in-law and grand parents-in-law. [14.01(b)]
  - (c) "Immediately following the death" includes immediately following the conclusion of a compassionate care leave taken pursuant to Article 16.02. [New 2005]
  - (d) An employee shall be granted the day of a funeral as bereavement leave in the event of a death of any relative not listed here in Article 16.03(a) or (b) who resides with the employee. This leave shall be with pay and without the loss of benefits. [14.01(c), am. 2008]
  - (e) Upon application the Employer may grant the employee permission to use vacation, time off in lieu, personal unpaid leave or other accumulated leave in the event of the death of a close friend or relative for which no other compassionate leave is provided or in order to have time added to any leave granted pursuant to Article 16.03(c). Subject to operational requirements such permission shall not be unreasonably withheld. [14.01(d), am. 2005]
  - (f) More paid or unpaid time than that provided for in Articles 16.03(a) and (b) may be granted at the discretion of the Employer if the circumstances warrant. [14.01(e)]
  - (g) Where a funeral or similar event is held at a later time than during the period for which bereavement leave would occur pursuant to Articles 16.03(a) and (b), an employee may choose to delay some or all of their leave so as to be able to attend. [New 2011]

**16.04 LEAVE FOR POLITICAL PARTICIPATION**

- (a) On the written request of the employee, the Employer shall grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or School Board elections. [14.06(a)]

(b) If an employee is elected in a Federal, Provincial, Municipal or School Board election and requests a leave of absence without pay for the term of office or for the period(s) that the legislative body meets, the Employer shall grant such requests. No employee shall be required to take such leave of absence unless:

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

[14.06(b)]

(c) While an employee is on leave for political participation the employee may choose to continue enrolment in group benefits and the pension plan. If the employee chooses to continue in this manner, the employee shall be responsible for all group benefits and pension contributions while on leave without pay. Continuation is subject to the terms and conditions of the pension plan and benefit program rules on eligibility.

[14.06(c), am. 2011]

(d) An employee on leave for political participation shall continue to accrue seniority and service for the first six (6) months on leave without pay and shall thereafter retain seniority and service accrued but shall not accrue more during the leave without pay.

[14.06(d)]

**16.05 LEAVE FOR JURY OR WITNESS DUTY**

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

[14.07(a)]

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

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

[14.07(b)]

- (c) The employee will be required to reimburse the Employer, to the extent of pay received from the Employer, the amount of any fees not being expenses which the employee receives for such appearances.

[14.07(c)]

#### **16.06 EMERGENCY LEAVE**

All employees shall be entitled to up to five (5) working days leave of absence with pay per calendar year to attend to family emergencies.

[14.10]

#### **16.07 SEARCH AND RESCUE AND VOLUNTEER FIRE FIGHTER LEAVE**

Any employee who is a member of a recognized Search and Rescue group or Volunteer Fire Department shall, subject to operational requirements, be granted leave with pay at the discretion of the Director or General Manager, to attend to emergencies to which the employee's group has been asked to respond. Permission for this leave shall not be unreasonably withheld.

[14.13]

#### **16.08 MILITARY LEAVE**

- (a) An employee who is a member of the Canadian Forces Reserves and who has been employed with HRM for at least one (1) year, who is required for active duty or training in the Reserves shall be granted an unpaid leave of absence in accordance with the Canadian Forces Reservists Protection Act and the Labour Standards Code R.S., c. 246, s. 1.

[New 2005, am. 2008]

- (b) Extensions for training or operational missions may be requested. In all cases the employee must provide twelve (12) weeks' notice or such shorter period of notice as is reasonable in the circumstances. An employee on military leave will continue to accrue seniority for the first six (6) months on leave after which seniority already accrued will be retained but more seniority shall not be accrued until the leave ends. An employee on military leave may, subject to plan carrier requirements, continue to participate in the group benefits plans and pension plan provided that the employee bears the total cost of such continuation.

[New 2005, am. 2008]

#### **16.09 LEAVE FOR GIVING BLOOD**

Employees may be granted time off with pay for the purpose of donating blood products.

[14.08]

**16.10 LEAVE FOR INDIVIDUAL REASONS WITHOUT PAY**

- (a) An employee shall be entitled to an unpaid leave of absence where such leave is necessary to alleviate hardship to the employee or the employee's family, such as serious family illness or relationship breakdown. In circumstances where an unpaid leave is requested by an employee for reasons other than to alleviate hardship to the employee or the employee's family, the Employer will balance the wishes of the employee with operational requirements, and will not unreasonably deny a request for an unpaid leave. An employee will make requests for unpaid leave in writing.

[14.09(a), am. 2005]

- (b) An employee on leave of absence for individual reasons without pay shall continue to accrue seniority for the first six (6) months on leave after which seniority already accrued shall be retained but more seniority shall not be accrued until the leave ends. The employee will bear the total cost of any group benefits continued during the leave.

[14.09(b)]

**16.11 OTHER LEAVE**

Other leaves of absence may be granted in accordance with Employer regulations provided that where the leave is unpaid leave, the employee shall continue to accrue seniority for the first six (6) months of unpaid leave.

[14.15]

**16.12 LEAVE REQUIRED BY EMPLOYER**

Time off work for the purpose of attending an appointment, examination or for any other reason where the time off is necessitated by a requirement of the Employer or to fulfill a requirement of the Employer, shall be leave with pay.

[14.14]

**16.13 PURCHASED LEAVE**

Subject to the Employer's approval, an employee may request a minimum of five (5) and up to twenty (20) days of purchased leave per calendar year pursuant to the HRM Purchased Leave policy. The granting and scheduling of purchased leave will be subject to operational requirements but shall not be unreasonably denied.

[New 2011, am. 2018]



**ARTICLE 17 - PREGNANCY LEAVE AND PARENTAL LEAVE****17.01 RIGHT TO PREGNANCY LEAVE**

- (a) 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 of the *Labour Standards Code* of the Province of Nova Scotia. [15.01(a)]
- (b) 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 14 during the vacation year(s) when pregnancy leave is taken. Employees on pregnancy leave retain the rights in accordance with Article 7.04 and Article 6 while on leave. [15.01(b)]
- (c) An employee returning from pregnancy leave shall retain their rights as outlined in this collective agreement. [15.01(i)]

**17.02 TIMING AND LENGTH OF PREGNANCY LEAVE**

- (a) Upon the request of the employee and presentation of a certificate by the employee's legally qualified medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected, the employee may, at the employee's option, commence pregnancy leave at any time during a period which commences sixteen (16) weeks before the expected date of delivery and which ends on the actual date of delivery. When possible, the employee shall provide four (4) weeks' notice prior to the expected leave date. [15.01(c)]
- (b) Notwithstanding Article 17.02(a), 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. [15.01(d)]
- (c) Subject to Article 17.01(a), pregnancy leave shall be, at the choice of the employee, up to seventeen (17) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than seventeen (17) weeks after the pregnancy leave began. [15.01(h)]

**17.03 SICKNESS AND ACCOMMODATION**

- (a) Pregnancy, in 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.

[15.01(f)]

- (b) Where working conditions may be hazardous to the fetus or the pregnant employee, the Employer shall endeavour 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.

[15.01(g)]

**17.04 PREGNANCY LEAVE ALLOWANCE**

- (a) An employee entitled to pregnancy leave under the provisions of this collective agreement and who provides the Employer with proof that the employee has applied for and is entitled to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, shall be paid a top-up allowance in accordance with the Act and the following subsections of this Article 17.05.

[15.01(j)(i), am. 2018]

- (b) With respect to the period of pregnancy leave, top-up payments will consist of the following:

- (1) Where the employee is subject to a waiting period of one (1) week before receiving EI 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.
- (2) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefit the employee is eligible to receive and ninety-seven (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.

[15.01(j)(ii), am. 2018]

- (c) For the purpose of this allowance an employee's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) of 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.

[15.01(j)(iii)]

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

[15.01(j)(iv), am. 2018]

- (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.

[15.01(j)(v)]

## **17.05 RIGHT TO PARENTAL LEAVE**

- (a) Parental leave, including for adoption, 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 benefits are provided by the provisions of the *Labour Standards Code* of the Province of Nova Scotia.

[15.02(a), am. 2008]

- (b) Parental leave, including for adoption, 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 14 during the vacation year(s) when parental leave of thirty-five (35) weeks or less is taken. Employees on parental leave retain the rights in accordance with Article 7.04 and Article 6 while on leave.

[15.02(b), am. 2008]

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

[15.02(h)]

## **17.06 LENGTH AND TIMING OF PARENTAL LEAVE**

- (a) An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province or through guardianship, is entitled to an unpaid leave of absence of, at the employee's choice, up to thirty-five (35) weeks or, in the case

of adoption, any longer period required by the adoption agency or the province. The employee shall endeavour to provide reasonable notice to the Employer of the date on which the employee intends to start the leave and the date on which the employee intends to return, 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.

[15.02(d)]

- (b) In the case of a new born child, an employee may begin parental leave anytime following the birth of a child provided that the leave shall end thirty-five (35) weeks following its commencement or fifty-two (52) weeks after the birth of the child, whichever is earlier. This leave will be uninterrupted. In the case of the adoption of a child or guardianship, the 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 fifty-two (52) weeks after the leave began, whichever is earlier, provided that the employee is entitled to a minimum amount of up to thirty-five (35) uninterrupted weeks leave.

[15.02(e)]

#### **17.07 HOSPITALIZATION OF CHILD**

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 the pregnancy and parental leave until the child is discharged from hospital, provided that all such leave must be taken with the period of extension permitted under the *Employment Insurance Act*.

[Am. 2016]

#### **17.08 GROUP BENEFITS WHILE ON PREGNANCY AND PARENTAL LEAVE**

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.

#### **17.09 PENSION WHILE ON PREGNANCY AND PARENTAL LEAVE**

The Employer will pay all contributions to the Pension Plan covering the employee's period of leave and will collect the employee's share of the contributions from the employee through, at the employee's option, one, or a combination of, the following methods:

- (1) payments made by the employee prior to commencement of their leave;
- (2) additional deductions from any top-up if available;
- (3) cashing out vacation accumulated if available;
- (4) deductions from the employee's pay following returning to work.

In order to access the options above the employee must notify Human Resources in writing prior to commencing leave of the option(s) elected. If this is not done, the Employer will deem that the Employee has elected only option 4 and it will collect the Employee's share of the contributions owing after the employee's return to work. In all cases any repayment plan shall be complete within twelve (12) months after the employee's return from leave.

[New 2016]

#### **17.10 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 (6<sup>th</sup>) day after the child arrives home. It shall be the employee's option whether or not to take this leave consecutively.

[15.02(c)]

**ARTICLE 18 - EMPLOYEE TRAINING AND DEVELOPMENT**

**18.01 BENEFIT & NOTICE OF TRAINING & DEVELOPMENT**

- (a) It is agreed that the establishment and maintenance of employee development and training programs are beneficial to both the Employer and the employee. [22.01]
- (b) The Employer shall make available to the Union, notices and descriptions of development and training opportunities that are available to employees. [22.03]
- (c) Employer or employee requests or Employer instructions to attend training sessions should be made at least fifteen (15) days prior to the deadline for registration. [22.02(c)]

**18.02 APPROVED COURSE OR TRAINING**

In this Article 18, an approved course or training shall be any course or training taken at an accredited institution, or approved by the Employer, which will help the employee improve performance in the employee's present position, or which will prepare the employee for opportunities for advancement. "Course" shall include one (1) subject matter or topic, for example, Mathematics 100. [22.04(b), (c)]

**18.03 EDUCATIONAL ASSISTANCE PROGRAM**

Any employee educational assistance program of the Employer shall, subject to its terms and conditions, be made available to bargaining unit employees. Permanent employees are encouraged to take advantage of the opportunity to continue their education and training in order to maintain and improve job skills and knowledge useful in their current positions, and to qualify them for promotion and transfer. [22.04(a)]

**18.04 EMPLOYEE REQUEST FOR EDUCATION**

If a written request is submitted by an employee and approved by the Employer with respect to training or courses relative to employment with the Employer, the Employer will pay fifty percent (50%) of the total cost of tuition upon successful completion of the course or courses. The employee shall provide the Employer with proof of payment. [22.05(a), (b)]

**18.05 REQUIRED EDUCATIONAL EVENTS**

(a) If an employee is required, either directly by the Employer or because it is necessary to retain employment in the employee's job, to attend a conference, seminar, workshop, or other training function, the employee shall suffer no loss of wages or benefits. The Employer shall not be required to pay for hours outside regular working hours on a regular working day for such attendance. An employee shall be granted an alternative day off if such attendance occurs on a day of rest.

[22.06(a)]

(b) The Employer shall pay all direct costs associated with training and courses which the Employer requires an employee to take.

[22.02(b)]

**18.06 LEAVE TO WRITE EXAMINATIONS**

An employee shall be entitled to a leave of absence with pay and without loss of seniority and service to write examinations to upgrade employment qualifications, if prior approval to take the course was granted by the Employer.

[14.11]

**ARTICLE 19 - PERFORMANCE APPRAISAL, ASSESSMENT  
& EMPLOYEE FILE**

**19.01 PERFORMANCE APPRAISAL**

- (a) Reasonable standards of evaluation shall be contained on the annual performance appraisal form and the form shall also provide space for employee comments. [23.01]
- (b) An employee who disagrees with the outcome of their individual performance appraisal may file a grievance. [23.02]
- (c) Performance appraisals will be a consideration in selection processes outlined in Article 6. [23.03]

**19.02 WRITTEN ASSESSMENTS**

- (a) When any supervisor, management person or other employee is required or regularly expected to make written assessments of an employee, a true copy of the written assessment shall be given to the assessed employee in order that the employee may be aware of their records and also to give the employee an opportunity to object, comment or respond if they so wish. [2.07(a)]
- (b) Bargaining unit employees, other than those in supervisory positions, shall not be required to make regular written assessments of other employees but may be required, if requested, to assess employees they are training or who are under their supervision if the circumstances so warrant. [2.07(b)]
- (c) Notwithstanding Article 19.02(b), bargaining unit employees in supervisory positions may be required to make regular written assessments of employees under their supervision provided that in all cases, the provisions of Article 19.02(a) shall apply. [2.07(c)]

**19.03 EMPLOYEE'S FILE**

- (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 and the Employer agrees not to subsequently use against an employee, anything from the employee's file of which the employee was not made aware and provided a copy in a timely manner following the event giving rise to the comment, warning or criticism.

[2.08(a)]

- (b) Any act of outstanding meritorious conduct by an employee will be recorded on the employee's file and a copy will be given to the employee.

[2.08(b)]

- (c) An employee 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.

[2.08(c)]

- (d) Any adverse comment, warning, negative criticism and the record of any discipline shall not be used against an employee after thirty (30) months from the date of occurrence and shall be removed from the file. This shall also apply to files which existed on employees prior to the signing of this collective agreement. Notwithstanding the foregoing, the record of:

- (1) confirmed instances of sexual harassment, sexual assault and sexual abuse; and
- (2) discipline arising out of a criminal conviction which has an effect on the ability of an employee to carry out their duties shall remain on an employee's file. This Article 19.03(d) does not apply to performance appraisals.

[2.08(d), am. 2005]

**ARTICLE 20 - DEFERRED SALARY LEAVE PROGRAM**

**20.01 DSLP**

- (a) The Deferred Salary Leave Program (DSLP) will provide employees of the bargaining unit the opportunity of taking six (6) to twelve (12) months leave of absence and, through deferral of salary, financing that leave. [21.01]
- (b) The DSLP may only be amended by agreement, in writing, of the Union and the Employer. [21.03]

**20.02 ELIGIBILITY**

Any employee of the bargaining unit who is a permanent employee is eligible to participate in the DSLP but no employee may take deferred salary leave until completion of three (3) years of employment and no employee may commence deductions until the completion of the probationary period. [21.02]

**20.03 APPLICATION**

- (a) An employee wishing to take DSLP leave shall make written application as set out in Appendix C, which is a part of this collective agreement and which, when approved, shall form a contract, at least forty-five (45) days prior to the pay date on which the employee wishes the salary deferral to commence. The original of the application shall be forwarded by the employee to the employee's Supervisor and a copy shall be delivered to the Union. [21.05(a), am. 2008]
- (b) Written acceptance or denial of the application, with reasons, shall be forwarded to the applicant with a copy to the Union, within thirty (30) calendar days of receipt of the application. [21.06]
- (c) 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. [21.08]
- (d) Provisions of the DSLP contract may be amended by agreement of the Employer and the employee and this may include an early termination of the contract

during deferral or leave. There shall be no limit to the number of times an employee may apply for DSLP. [21.05(b)]

- (e) It is agreed that if an employee transfers or is promoted to another job or to another division or department that employee's participation in the DSLP shall be reviewed and every effort will be made to accommodate the employee's leave as planned. [21.07]

**20.04 DEFERRAL**

- (a) No employee shall defer less than five percent (5%) or more than thirty three and one-third percent (33 1/3%) of the employee's regular, straight time salary. [21.04]
- (b) The Employer shall hold all deferred funds, interest and earnings in trust for the employee and shall pay them out during the period of leave on regular pay days. [21.11]
- (c) The calculation of interest shall be done monthly, not in advance. The interest paid shall be calculated in the same manner that the Employer calculates interest on its General Operating Account. Interest shall be credited to the employee's account on the first banking day of each month. [21.10]
- (d) During the period the employee's salary is deferred all deductions, including benefits, pensions and Union dues, shall continue to be based on the salary the employee would have been earning were the employee not deferring their salary and the employee and the Employer shall continue paying all such deductions, premiums and payments at the amount they would have paid if the employee's salary were not deferred. Payment for all benefits which the employee choses to continue while on leave shall be the responsibility of the employee. If the employee choses to pay all pension contributions this leave shall be pensionable service. [21.09]
- (e) The Employer shall not be held responsible for actions, including garnishees and judgements, taken by another party against the employee or the employee's funds set aside in accordance with this Article 20. [21.15]

**20.05 WITHDRAWAL FROM PLAN**

- (a) An employee who has commenced deferring salary may withdraw from the DSLP with at least three (3) months' notice. Upon written notice of withdrawal delivered to the Manager with a copy to the Union, the Employer shall, as soon as reasonably possible, release all amounts deferred together with interest and earnings to the employee. [21.12]

- (b) If an employee resigns, retires or is dismissed and is not later reinstated, while participating in the DSLP, the amounts deferred together with interest and earnings shall be paid, as soon as reasonably possible, to the employee. [21.13(b)]
  
- (c) If an employee dies while participating in the DSLP, the amounts deferred together with interest and earnings shall be paid, as soon as reasonably possible, to the named beneficiary or, if there is no named beneficiary, to the employee's estate. [21.13(a)]

**20.06 RETURN TO WORK**

Upon return from leave, the employee shall be placed in the same position the employee held prior to the leave unless, during the leave, the position is eliminated. The employee will be entitled to exercise their seniority rights provided they have the necessary qualifications.

[21.14]

**20.07 COMPLIANCE WITH LAW**

The DSLP set out in this Article 20 may be adjusted as necessary so as to comply with any legislative obligations.

[New 2016]

**ARTICLE 21 - JOB SHARING****21.01 JOB SHARE AGREEMENT**

A job share agreement must be in writing and agreed to by the employees involved, the Employer and the Union, and is subject to the provisions set out in this Article 21 of the collective agreement.

[New 2005]

**21.02 JOB SHARE APPLICATION**

- (a) A permanent full-time employee who has passed their probationary period and who desires to job share their position will submit an application to the Employer, in writing and with a copy to the Union, setting out the job to be shared, the proposed work schedule and the proposed term of the arrangement.
- [New 2005]
- (b) An employee, including a part-time and/or temporary employee, who is qualified to work in the position being proposed for job share may apply to be the job share partner by joining in with the application of the full-time employee.
- [New 2005]
- (c) The Employer may agree to, during the period of the job share, increase the regular hours of the position to eighty (80) hours per pay period in order that the employees in the job share may both participate in the group benefits plan. Where such an agreement is made, the additional hours will not be considered overtime for the position.
- [New 2005]
- (d) Where the Employer determines that, due to operational requirements, it cannot accept a job-share application, it will give its reason(s) in writing to the employee(s) whose application has been denied. Where appropriate, the Employer shall permit an employee to amend an application so as to address the Employer's concerns. The employee will forward a copy of the proposed amendment to the Union.
- [New 2005]
- (e) In the case of an approved job share application submitted by only one (1) employee, a posting requesting a suitable job share partner will be carried out in accordance with Article 6. Any vacancy created as a result of a job share arrangement will be filled on a temporary basis in accordance with Article 6.

[New 2005]

**21.03 TERMS OF WORK FOR JOB SHARE**

Participants

- (a) Unless otherwise specified in this Article 21, the provisions of Article 22 will apply to the job share participants.  
[New 2005]

Hours of Work

- (b) The method of sharing hours, including to provide coverage in the absence of one of the employees in the job share, will be agreed by the employees involved and the Employer. The Employer may schedule and alter the actual hours of work for the position in accordance with Article 10.  
[New 2005]

Service & Seniority

- (c) Employees participating in a job sharing arrangement will continue to accrue service and seniority as if the employee were not participating in a job sharing arrangement.  
[New 2005]

Salary & Benefits

- (d) While participating in a job share arrangement, each employee will receive salary on a pro-rated basis in accordance with the hours they work. Each employee will participate in the group benefit plans according to the terms of the group plans. The Employer will cost share group benefits in accordance with the provisions of the collective agreement.  
[New 2005]

Pension

- (e) While participating in a job share, each employee will contribute to the Pension Plan according to the requirements of the plan based on pensionable earnings received during the job share term. The Employer will continue to contribute according to the requirements of the Pension Plan.  
[New 2005]

Leaves

- (f) Employees in job share arrangements will maintain any accrued entitlements, including vacation, sick leave and time off in lieu, they had prior to entering into the job share. While in a job share arrangement, an employee shall accrue and be entitled to take leave, including holidays, sick leave, vacation, bereavement and emergency leave, on a pro-rated basis in accordance with the hours the employee works.  
[New 2005]

- (g) Notwithstanding Article 21.03(f), a full-time employee in a job share will receive pregnancy and parental leave and jury and witness leave on a full-time basis.

[New 2005]

#### Overtime

- (h) Where the Employer requires additional hours for a position being job shared, the employees in the job share will agree on who will work the additional hours. Where the employees are unable to reach agreement, the Employer may require one of the employees in the job share to work the additional hours in accordance with Article 11. Whether additional hours are considered overtime is determined in accordance with Articles 22.06(a) and 22.06(b).

[New 2005]

### **21.04 TERMINATION OF JOB SHARE**

- (a) Subject to this Article 21.04, a job share arrangement will be for a minimum of one (1) year and a maximum of two (2) years unless renewed by agreement of the employees involved, the Employer and the Union.

[New 2005]

- (b) A job share will have a trial period of six (6) months. During the trial period, the Employer or the employees may, upon thirty (30) days' notice, terminate the job share arrangement.

[New 2005]

- (c) If one of the employees in a job share arrangement permanently vacates the job sharing position or will likely be absent for a period of three (3) months or longer, the job sharing arrangement will end. Notwithstanding the foregoing sentence, the Employer may, in its discretion, consider continuing the job share arrangement by replacing the employee who vacated the position.

[New 2005]

- (d) Where the Employer determines that a position that is job shared is redundant in accordance with Article 7.04, the job sharing arrangement will end. The employee originally in the position declared redundant will exercise their rights in accordance with Article 7.04. Any other employee will return to the position they held prior to the job share position. In the case of an employee in a job share who was hired pursuant to Article 21.02(e), the temporary job will be at an end.

[New 2005]

- (e) Upon termination of the job sharing arrangement each employee will return to the position the employee held prior to the job sharing arrangement unless, during the arrangement, the employee's position is eliminated, in which case the employee will be entitled to exercise their seniority rights.

[New 2005]

**ARTICLE 22 - PART-TIME EMPLOYEES****22.01 APPLICATION OF COLLECTIVE AGREEMENT**

Except as specifically provided herein, the provisions of this collective agreement shall apply to part-time employees as defined in Article 1.01. Where there is a conflict between this Article 22 and the rest of the collective agreement this Article 22 applies.

[E.01]

**22.02 GENERAL CONDITIONS**

- (a) In accordance with Article 5.06, every new part-time employee shall initially be hired for a probationary period of one hundred and eighty (180) calendar days. Notwithstanding anything else in Article 5.06, the parties may agree to extend the probationary period beyond the one hundred and eighty (180) calendar days.

[E.09(a), (b), am. 2016]

- (b) Part-time employees may only be employed at any one time in one part-time position with the Employer.

[E.10]

- (c) The Employer agrees that the hours of a permanent full time employee will not be reduced to part-time hours while an incumbent is in the position or on an approved leave of absence. This Article does not in any way limit the Employer's ability to declare a position redundant or to eliminate a position.

[E.13]

**22.03 LAYOFF AND SEVERANCE**

The severance allowance shall be calculated at the rate of four (4) weeks multiplied by the employee's current designation for every completed year of service and will be pro-rated for a partial year of service to a maximum of sixty-five (65) weeks multiplied by the employee's current designation. For example a 0.5 employee who had worked for six (6) calendar years would receive four (4) weeks times 0.5 times six 6 (4 x 0.5 x 6) for a total of twelve (12) weeks severance. The total severance of a 0.5 employee could not exceed sixty-five (65) times 0.5 or thirty-three and a half (33.5) weeks.

[E.12(b)]

**22.04 BENEFITS**

- (a) Part-time employees shall participate in group benefit plans according to the terms of the group plans. Where the employee qualifies for these benefits the



Employer shall pay fifty per cent (50%) of the premiums of the group benefit and the employee shall pay fifty per cent (50%) of the premiums of the group benefit.

[E.08]

- (b) Part-time employees shall participate in the HRM Pension Plan, according to the plan's part-time rules.

[E.07]

**22.05 HOURS OF WORK**

- (a) Part-time employees shall regularly work a set number of hours expressed as a percentage of normal full time hours as set out in Article 10.01. This percentage is the employee's designation. For example an employee who is hired to work for twenty-one (21) hours per week has a designation of 0.6. Part-timers shall be guaranteed a minimum designation equal to twenty (20) hours per week. This designation does not change with the acceptance of shifts additional to the employee's designation.

[E.02(a)]

- (b) Part-time employees may work shifts additional to their designation to fill in for employees absent for an unexpected paid or unpaid leave. This includes but is not limited to such leaves as compassionate leave or sick leave. An employee accepting such additional shifts is not considered to have been called out pursuant to Article 12.04. Where a part-timer works shifts in addition to the employee's designation the employee shall be paid in addition to the hourly rate an additional six per cent (6%) for the hours so worked in lieu of benefits.

[E.02(b), (c)]

- (c) Where a part-time employee is scheduled to work four (4) hours or more, the employee will receive one paid break period of fifteen (15) minutes duration.

[E.03(d)]

**22.06 OVERTIME**

- (a) Part-time employees will be entitled to overtime compensation in accordance with this collective agreement when they work in excess of the normal full-time bi-weekly hours, i.e. when they work in excess of seventy (70) hours bi-weekly. Where part-time employees are scheduled to work less than the normal hours per bi-weekly period of full-time employment in the work unit, straight time rates will be paid up to and including the normal work hours in the bi-weekly period of the full-time employees and overtime rates will be paid for hours worked in excess thereof.

[E.03(a), (c)]

- (b) Part-time employees who are scheduled to work a shorter period than the normal full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.

[E.03(b)]

- (c) Notwithstanding the provisions of Article 11.01, part-time employees shall not be permitted or required to work overtime except in exceptional conditions such as registration time or an employee calling in sick on short notice and, in any event, overtime shall be offered to full-time employees before being offered to part-time employees.

[E.03(e)]

## **22.07 HOLIDAYS**

- (a) Part-time employees shall earn holidays on a pro rata basis as per their designation. For example a part-time employee with a designation of 0.5 receives 0.5 times seventy-seven (77) annual hours of holidays or thirty-eight and a half (38.5) hours of paid holidays. Holidays are considered earned in the bi-weekly pay period in which they occur.

[E.05]

- (b) If the holiday or day designated as the holiday falls on a day when the employee is normally scheduled to work the employee shall take the holiday time on that day unless the employee is required to work on that day in which case the employee shall take the holiday time at a time mutually agreed by the Employer and the employee. Where the holiday or day designated as a holiday falls on the day on which the employee is normally scheduled to work but the employee has not earned sufficient holiday hours to cover off the regularly scheduled hours the employee shall take the outstanding hours as leave without pay.

[E.05]

- (c) In addition to taking the paid holiday time at a time mutually agreed to between the Employer and the employee, if the employee is required to work on the holiday the employee shall be paid at the rate of time and one-half (1.5x) for all regular hours worked on the holiday and the appropriate overtime rate for all overtime worked on the holiday as overtime is set out in Article 22.06.

[E.05]

- (d) An employee who has used more holiday time than holiday time earned and who resigns, is dismissed or retires is subject to having any unearned portion of the used holiday time recovered.

[E.05]

**22.08 LEAVES OF ABSENCE**

- (a) Paid leave other than holidays (such as vacation leave, sick leave, emergency leave, and pre-retirement leave) shall be pro-rated as per the employee's designation, except where this Article 22 states otherwise. Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.  
[E.04, E.06]
- (b) Article 20 of this collective agreement, the HRM and NSUPE Deferred Salary Leave Program does not apply to part-time employees.  
[E.11]

**22.09 VACATION ON TERMINATION**

- (a) An employee who terminates, their employment and does not withdraw their resignation pursuant to Article 5.07 or who is terminated for any reason and is not later reinstated or retires, shall be entitled to pro-rated vacation pay calculated in accordance with Article 22.08. However, in the event of the employee's death, the estate, shall receive full vacation entitlement for that year.  
[E.04]
- (b) An employee who has used more vacation time and resigns, is dismissed or retires before the end of the calendar year is subject to have any unearned portion of the used vacation recovered.  
[E.04]

**22.10 MEAL AND REST BREAKS**

Part-time employees are entitled to meal breaks and rest breaks as per Article 10.07 Meal and Rest Breaks.  
[New 2018]

**ARTICLE 23 - TEMPORARY EMPLOYEES****23.01 APPLICATION OF COLLECTIVE AGREEMENT**

Temporary employees are not covered by any provisions of the collective agreement except as set out in this Article 23.

[F.01]

**23.02 GENERAL CONDITIONS**

- (a) Temporary employees shall be on probation for the first year of continuous employment with the Employer. Once the temporary employee completes their probation the employee shall only be terminated from that temporary position or temporary replacement for just cause. This in no way limits the Employer's right to end a temporary position or temporary replacement pursuant to 23.02(b). Temporary employees who have not successfully completed a probationary period for the temporary position or temporary replacement they are in may be terminated by the Employer at any point so long as they receive notice or pay in lieu thereof pursuant to the Labour Standards Code. This notice or pay in lieu thereof constitutes the Employer's full obligation to the temporary employee who has no right of recall nor any right of reinstatement.

[F.12, am. 2005]

- (b) Temporary positions or temporary replacements may be ended at any point before the anticipated end date for the temporary position or temporary replacement. Temporary employees filling temporary positions or temporary replacements that end before the anticipated end date shall receive notice in accordance with the Labour Standards Code. Temporary employees filling temporary positions or temporary replacements that end on the anticipated end date are not entitled to any notice.

[F.06]

**23.03 SENIORITY**

Temporary employees accumulate seniority on the same basis as permanent employees provided, however, that a temporary employee cannot use their seniority to obtain a position over a permanent employee. A temporary employee who obtains a permanent position will retain the seniority they accumulated as a temporary employee. Employees who have six (6) or more months of seniority at the time their temporary position or temporary replacement ends retain that seniority for six (6) months for the purposes of applying for positions pursuant to Article 6. Employees do not accumulate seniority during this six (6) months. Employees with less than six (6) months seniority at the time their temporary position or temporary replacement ends lose their seniority at the time the position or replacement ends.

[F.15, am. 2005]

**23.04 APPLYING FOR OTHER JOBS**

- (a) Temporary employees must complete one temporary position or temporary replacement before moving to a second temporary position or temporary replacement unless they are the successful applicant for a permanent position. [F.07]
- (b) Part-time temporary employees may only be employed at any one time in one part-time position with the Employer. [F.08]
- (c) Temporary employees are covered by the provisions of Article 6 but are applicants who can only use seniority against other temporary employees. [F.16]
- (d) A temporary employee only becomes a permanent employee after successfully being awarded a position in accordance with the posting and hiring procedure for acquiring a permanent position as set out in Article 6. Replacing a permanent employee on leave from their position does not constitute compliance with the requisite provisions of Article 6. [F.18]

**23.05 PAY AND BENEFITS**

- (a) Temporary employees shall be paid ninety per cent (90%) of the rate for the position in which they are working unless the Employer in its sole and absolute discretion determines to pay the full rate for the position. [F.05]
- (b) Temporary employees may in the sole and absolute discretion of the Employer participate in the pension and/or group benefits plans according to the terms of the plans. [F.10]
- (f) Temporary employees will be paid for hours of work scheduled but cancelled on less than forty-eight (48) hours notice. [New 2018]

**23.06 HOURS OF WORK AND OVERTIME**

- (a) Temporary employees work the hours assigned by the Employer, provided that temporary employees will be scheduled for shifts of a minimum length of at least three (3) consecutive hours. [F.09, am. 2018]

- (b) Temporary full-time employees are entitled to overtime pay in the same manner as permanent full-time employees and temporary part-time employees are entitled to overtime pay in the same manner as permanent part-time employees. [F.11]

**23.07 LEAVES OF ABSENCE**

- (a) Temporary employees shall receive vacation pay of four per cent (4%). However, once an employee is in a term position for longer than twelve (12) months, the employee is entitled to two (2) weeks of unpaid vacation per year. Temporary employees shall receive holidays in accordance with Article 13 of this collective agreement. [F.03, am. 2005]
- (b) Temporary employees shall receive pregnancy/parental leave in accordance with the Labour Standards Code. [F.04]
- (c) Temporary employees may, in the sole and absolute discretion of the Employer, be granted a leave of absence such as compassionate leave pursuant to Employer policy. [F.14]

**23.08 UNION REPRESENTATION**

- (a) Temporary employees are required to pay Union dues. [F.13]
- (b) Temporary employees are covered by the grievance/arbitration process pursuant to Article 28. [F.17]

**23.09 MEAL AND REST BREAKS**

Temporary employees are entitled to meal breaks and rest breaks as per Article 10.07 Meal and Rest Breaks. [New 2018]

**ARTICLE 24 - FRONT DESK EMPLOYEES**

**24.01 APPLICATION OF COLLECTIVE AGREEMENT**

Front Desk employees are not covered by any provisions of the collective agreement except as set out in this Article 24.

[G.01]

**24.02 PAY**

(a) A Front Desk employee who meets the minimum qualifications of the skill set profile, will start at step one (1) of the front desk wage scale. Step increases can occur three (3) ways:

- (1) The employee has gained experience directly related to the position through work with HRM or a similar organization (worth one (1) pay step)
- (2) The employee has worked for HRM for at least three (3) seasons and it is the anniversary of the start of that employment.
- (3) The employee has obtained training that relates directly to the position in question (worth one (1) pay step).

A maximum one step increase can be given for each applicable situation per year (which means an employee could never increase more than three (3) steps at any one time).

[G.10]

(b) The hourly rate is:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Nov. 1/17	12.33	12.33	12.86	13.39	13.91
Nov. 1/18	12.58	12.58	13.12	13.66	14.19
Nov. 1/19	12.83	12.83	13.38	13.93	14.47
Nov. 1/20	13.08	13.08	13.65	14.21	14.76

[G.10, am. 2008, am. 2011, am. 2016, am. 2018]

**24.03 HOURS OF WORK**

(a) Front Desk employees work the hours assigned by the Employer, provided that Front Desk employees will be scheduled for shifts of a minimum length of at least three (3) consecutive hours.

[G.03, am. 2018]

- (b) Front Desk employees are entitled to overtime pay according to the Labour Standards Code. [G.04]
- (c) Front Desk employee will be paid for hours of work scheduled but cancelled on less than forty-eight (48) hours notice. [New 2018]
- (d) Front Desk employees are entitled to meal breaks and rest breaks as per Article 10.07 Meal and Rest Breaks. [New 2018]
- (e) A Front Desk employee required by the Employer to remain on the premises during their break or meal period will be paid for the break or meal period as the case may be. [New 2018]

**24.04 VACATION, HOLIDAYS & LEAVES**

- (a) Front Desk employees shall receive vacation pay and statutory holidays in accordance with the Labour Standards Code. [G.02]
- (b) Front Desk employees may, in the sole and absolute discretion of the Employer, be granted a leave of absence such as compassionate leave pursuant to Employer policy. [G.07]

**24.05 APPLYING FOR OTHER JOBS**

Recognizing that Front Desk employees have no seniority, a Front Desk employee who has worked:

- (1) for a period of twelve (12) months or longer; and
- (2) a minimum of four hundred (400) hours in the previous twelve (12) months;

may apply for other bargaining unit positions in accordance with Article 6. Employees who have attained the above requirements for being considered as internal applicants will retain that status for a period of six (6) months after their last shift worked. Front Desk employees who have not attained the above requirements for being considered internal applicants may apply for bargaining unit positions but will be considered as external applicants.

[New 2008, am. 2016]



**24.06            TERMINATION**

Front Desk employees may be terminated by the Employer at any point so long as the Employer gives the employee notice or pay in lieu of notice pursuant to the Labour Standards Code. This notice or pay in lieu thereof constitutes the Employer's full obligation to the Front Desk employee who has no right of recall nor any right of reinstatement.

[G.08 am. 2008, 24.05(a) in 2004-2008 contract deleted 2008]

**24.07            UNION REPRESENTATION**

(a)    Front Desk employees are required to pay Union dues.

[G.06]

(b)    Front Desk employees are covered by the grievance/arbitration process pursuant to Article 28.

[G.09]

**ARTICLE 25 - YOUTH ADVOCATE PROGRAM EMPLOYEES****25.01 DEFINITION AND APPLICATION OF AGREEMENT**

- (a) This Article 25 applies to employees (“YAP employees”) working in the Youth Advocate Program positions added to the bargaining unit pursuant to decision #1080 of the Labour Board of Nova Scotia, and includes the classifications currently titled Youth Advocate Worker, Youth Advocate Program Assistant and Youth Advocate Community Worker.
- (b) Except as specifically provided in this Article 25, the provisions of this collective agreement shall apply to YAP employees. Where there is a conflict between this Article 25 and other provisions of the collective agreement, this Article 25 applies.

**25.02 SENIORITY**

YAP employees hired prior to February 18, 2016, will have February 18, 2016, as their seniority date, and are placed on the seniority list in order of their length of service as a YAP employee with the Employer. YAP employees hired subsequently to February 18, 2016, will be placed on the seniority list pursuant to Article 4.01.

**25.03 HOURS OF WORK**

- (a) The hours of work for YAP employees are Monday to Friday, 8:30 a.m. to 4:30 p.m., with occasional evenings and weekends, including appropriate flexing of hours and taking time in lieu through consultation between the employee and the Employer. Full time employees will work thirty-five (35) hours per week and part-time employees will work the hours designated by the Employer.
- (b) Due to the flexing of hours set out in Article 25.03(a), the provisions of Article 8.05 (Shift Differential), Article 11 (Overtime) and Article 12 (Stand-by, Pager & Call-Out) will not apply to YAP employees except in the sole discretion of the Employer.

**25.04 MAINTENANCE OF SERVICES**

To avoid disruption to the services they provide:

- (1) Except in the sole discretion of the Employer, YAP employees are not permitted to accept temporary positions with the Employer either inside or outside the bargaining unit.

- (2) YAP employees are not permitted to participate in the Deferred Salary Leave Program set out in Article 20, or in job sharing set out in Article 21.
- (3) YAP employees are not subject to being bumped by other employees in the bargaining unit who are exercising bumping rights pursuant to Article 7.05.

**25.05 PAY TRANSITION**

A job evaluation on all positions in the Youth Advocate Program within the bargaining unit will be carried out by the Employer within sixty (60) days of this collective agreement being signed. Any increase to an employee's pay resulting from the job evaluation carried out pursuant to Article 25.01 will be retroactive to November 1, 2017.

[MOU 4, am. 2018]

**ARTICLE 26 - HEALTH AND SAFETY****26.01 OCCUPATIONAL HEALTH AND SAFETY ACT AND CO-OPERATION**

- (a) 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.

[19.01(a)]

- (b) The Employer and the Union recognize the benefits to be derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall 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.

[19.01(b)]

- (c) The Employer and Union shall encourage employees to exercise their legal rights and duties as well as the rights and duties provided by this Article 26. The Employer and Union shall not exercise any penalty, intimidation, coercion or discrimination towards an employee who acts in compliance with this Article 26 or in compliance with their legal rights and responsibilities.

[19.12]

**26.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- (a) A Joint Occupational Health and Safety Committee (JOHS) shall be established and each party shall appoint its own representatives. The Employer and the Union shall each have seven (7) representatives on the JOHS. In addition to the representatives appointed to the JOHS, each party may appoint alternates for its representatives and alternates may attend JOHS meetings and shall act in the absence or unavailability of the regular representative.

[19.02(a), (b), (g), am. 2008]

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

[19.02(i)]

- (c) The JOHS shall have two (2) Chairpersons. The Union shall appoint one (1) Chairperson and the Employer shall appoint one (1) Chairperson and the

Chairpersons shall alternate the chairing of JOHS meetings as determined by the JOHS.

[19.02(d)]

- (d) Correspondence, information and notices concerning the JOHS and health and safety generally shall be addressed to the Chairpersons of the JOHS.

[19.02(j)]

**26.03            JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE MEETINGS**

- (a) The JOHS shall meet at least one (1) time per month to deal with health and safety responsibilities. The JOHS may meet more often to review accidents or at the request of either party. By mutual agreement any JOHS meeting may be cancelled, postponed or adjourned. Minutes shall be kept of all JOHS meetings and distributed to all JOHS members and a copy shall be sent to the Secretary of the Union and to the Director of Human Resources or designate.

[19.02(c)]

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

[19.02(e)]

- (c) No JOHS member shall lose pay or benefits for time spent on designated and JOHS approved health and safety matters or JOHS meetings but no overtime will be paid for any time spent meeting outside working hours.

[19.02(f)]

- (d) Transportation for JOHS members to and from JOHS meetings, seminars, workshops and duties approved by the JOHS or required by the Act in order to carry out the responsibilities of the position shall be at the Employer's expense.

[19.09]

**26.04            DUTIES OF JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

The duties of the JOHS include:

- (1) the receipt, consideration and disposition of concerns and complaints respecting health and safety;
- (2) participation in the identification of risks to the health and safety of employees or other persons, arising out of or in connection with the work place;

- (3) the development and promotion of measures to protect the health, safety and welfare of persons in the workplace and checking the effectiveness of such measures;
- (4) the development and promotion of programs for education and information concerning health and safety in the workplace.

[19.02(h)]

**26.05 REPORTING**

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

[19.03]

- (b) In the event of a major accident or health and safety incident, a Union representative from the JOHS shall be notified in a timely manner and allowed to investigate the hazardous occurrence as part of their JOHS duties.

[19.07]

- (c) The Employer shall provide, with the exception of confidential information, the members of the JOHS with details of every accident appropriate to the bargaining unit, incident or occurrence of an occupational disease that occurs at the workplace in the previous month. In addition, the Employer shall also provide members of the JOHS with any other health and safety records and data provided to the Employer by the Workers' Compensation Board and other government departments and agencies.

[19.08, am. 2016]

**26.06 RIGHT OF REFUSAL**

- (a) The right of refusal pursuant to the *Occupational Health and Safety Act*, as set out herein, shall apply to an employee's right to refuse work unless other legislation or this collective agreement provide increased protection to an employee:

*43 (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; or*
- (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 shall*

- (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), shall be compensated in accordance with subsection (7), but the compensation shall 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 shall 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 shall 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 shall, 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.*

[19.04(a), am. 2018]

- (b) Where an employee refuses to work pursuant to a health and safety matter they shall immediately report the refusal to their supervisor. If there is a dispute, the employee may request the presence of a Union JOHS representative for an immediate remedy. [19.04(b)]

**26.07 DEEMED DANGER**

- (a) It shall be deemed to be a danger to health and safety if any condition exists in any place which may result in exposure to radiation which exceeds any safety level set by the Government of Canada or the Province of Nova Scotia. [19.05(a)]
- (b) It shall be deemed to be a danger to health and safety to enter a trench or hole unless the safety standards are met in their entirety. [19.05(b), 25.07 (b)]

**26.08 SAFETY GEAR AND EQUIPMENT**

The Employer shall take all reasonable safety precautions to eliminate hazards at the source and by engineering controls. However, where hazards exist and where required for safety, the Employer shall provide employees with hard hats, safety boots and other safety gear and equipment and employees shall be required to wear or use such safety gear or equipment supplied by the Employer. This safety gear and equipment shall be replaced as required. [19.06]

**26.09 INJURY DURING WORKING HOURS**

- (a) An employee who is injured because of conditions at work, during working hours and who is required to leave for treatment or who is sent home as a result of injury, shall receive pay for the remainder of the shift at their regular rate of pay or at a higher rate if they are working in a higher rated job, without deduction from sick leave. [19.10]
- (b) Transportation to the nearest physician, clinic or hospital for employees requiring medical care as a result of a work accident or illness, shall be at the expense of the Employer. [19.11]



**ARTICLE 27 - LABOUR-MANAGEMENT COMMITTEE**

**27.01 LABOUR-MANAGEMENT COMMITTEE**

- (a) There shall be a Labour-Management Committee (LMC) to deal with problems that arise from the administration of this collective agreement and to further the interests of improved service to the public.

[18.01]

- (b) The Employer shall have up to six (6) representatives on the LMC. The Union shall have up to six (6) representatives on the LMC and one of them may be the Business Agent. The parties may appoint alternates to their members and the alternate may act as the representative in the absence or unavailability of the regular member.

[18.02]

**27.02 JURISDICTION**

- (a) The LMC shall not have jurisdiction over matters relating to collective bargaining or grievances.

[18.04(a)]

- (b) The LMC may make recommendations to the Union and to the Employer.

[18.04(b)]

- (c) The parties agree that employee development and training will be discussed at LMC meetings on a regular basis and recommendations made for employee development and training programs.

[22.02]

**27.03 MEETINGS**

- (a) The LMC shall meet at least once quarterly and may meet more often at the request of either party, provided that, by mutual agreement any LMC meeting may be canceled, postponed or adjourned. Minutes shall be kept of all LMC meetings and distributed to LMC members within (1) one month following the regularly scheduled meeting and copies shall be sent to the Secretary of the Union and to the Director of Human Resources. The minutes shall be posted on E-mail to employees.

[18.03(a)]

- (b) LMC meetings shall be scheduled during normal working hours and no LMC member shall lose pay or benefits for time spent on LMC matters or meetings, however, no overtime will be paid for any time spent meeting outside working hours.

[18.03(b)]

- (c) Notwithstanding the foregoing, an LMC meeting may be scheduled or called at any time to deal with urgent matters.

[18.03(c)]

- (d) The Employer and the Union shall each appoint a Chairperson of the LMC and the chairing of LMC meetings shall alternate between the Chairpersons as determined by the LMC.

[18.05]

**ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURE****28.01 GRIEVANCE DEFINITION AND PROCESS**

A grievance is defined as a complaint relating to the interpretation, application, administration or alleged violation of the collective agreement. The parties agree that it is of the utmost importance that grievances be adjusted as quickly as possible.

Redress may be sought in the following manner:

**STEP 1:** An employee may make a complaint to the immediate supervisor, in writing, either individually or through the employee's representative. Such complaint shall be submitted within fifteen (15) working days of the date of occurrence, cause thereof or knowledge thereof except as provided in Articles 28.03 and 28.04. The person to whom the complaint is made at Step 1 shall have five (5) working days after the complaint is made to respond.

**STEP 2:** If satisfaction is not obtained at Step 1, the Union may refer the matter, in writing, to the Step 1 supervisor's immediate supervisor or, in the supervisor's absence, the supervisor's replacement or superior, within a further period of ten (10) working days. The person to whom the grievance is submitted at Step 2 shall, within five (5) working days after the matter has been submitted to them, respond in writing.

**STEP 3:** If satisfaction is not obtained at Step 2 the Union may refer the matter, in writing, to the General Manager or Director, within a further period of ten (10) working days. At the request of either party a meeting shall be convened between the General Manager or Director, the Director of Human Resources or designate and up to three (3) representatives of the Union, the Union's Business Agent and the employee to consider the grievance. The Employer shall respond, in writing, within five (5) working days of receiving the submission in writing or, in the event of a meeting, five (5) working days after the meeting.

**STEP 4:** If satisfaction is not obtained at Step 3 the Union may refer the matter to an Arbitrator within fifteen (15) working days of receipt of the Employer's response.

[20.01, 20.02]

**28.02 DISCHARGE AND SUSPENSION**

In cases arising over an alleged unjust discharge, indefinite suspension or a suspension in excess of five (5) working days, Step 1 may be by-passed and the grievance may be initiated and filed, in writing, at Step 2, within fifteen (15) working days after the discharge or suspension or knowledge thereof.

[20.07]

**28.03 UNION GRIEVANCE**

- (a) The Union may take a grievance against the Employer in the same way and to the same extent as a grievance by an employee. The Union may initiate a grievance in place of an employee whether or not the employee agrees. [20.06(a)]
- (b) In the case of a Union grievance against the Employer the matter shall be submitted as a grievance to the General Manager or Director in writing, with a copy to the Director of Human Resources, within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof. [20.06(b)]
- (c) If satisfaction is not obtained within five (5) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration in accordance with Article 28.06. [20.06(c)]

**28.04 EMPLOYER GRIEVANCE**

- (a) The Employer may initiate a grievance against the Union. [20.05(a)]
- (b) In the case of an Employer grievance against the Union, the matter shall be submitted as a grievance to the President of the Nova Scotia Union of Public and Private Employees, Local 13, in writing, with a copy to the Union's Business Agent within fifteen (15) working days of the occurrence, cause thereof or knowledge thereof. [20.05(b)]
- (c) If satisfaction is not obtained within five (5) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration in accordance with Article 28.06. [20.04(c)]

**28.05 PROPER PROCEDURES**

- (a) "Knowledge Thereof" in this Article 28 means the date on which the grievor(s) (employee(s), Union or Employer) could reasonably be expected to have knowledge of the event or omission which gave rise to the grievance. [20.10]
- (b) No matter may be submitted to arbitration, which has not been properly carried through the grievance procedures, except that the parties, by mutual written consent, may extend the time limit fixed in both the grievance and arbitration procedures. For greater clarity, the time limits for both parties referred to in Steps 1, 2, 3 and 4 of the grievance procedure are mandatory. [20.08, am. 2008]
- (c) At every stage of the Grievance Procedure at which the Employer is required to reply in writing, the Employer shall send it to the Union's Business Agent or the Union's Business Agent's designate. The Union shall send replies to the supervisor or manager named in the Step. The parties agree that responses may be sent by electronic mail or facsimile transmission where such is available to both parties. [20.09]

**28.06 SOLE ARBITRATOR**

- (a) The Union or Employer, when submitting a grievance to arbitration in accordance to Step 4, shall name at least one (1) nominee to act as sole arbitrator. [20.03(a)]
- (b) Within ten (10) working days after receiving such notice, the Employer shall agree to one (1) of the Union's nominees for sole Arbitrator or name at least one (1) nominee to act as sole Arbitrator and notify the Union, in writing through the Business Agent or the Business Agent's designate. [20.03(b)]
- (c) If the parties cannot agree on a person to act as a Sole Arbitrator either of them may request the Minister of Labour for Nova Scotia to appoint an arbitrator. [20.03(c)]

**28.07 ARBITRATION BOARD**

- (a) Notwithstanding Article 28.06, the parties may agree, if satisfaction is not obtained at 28.06 (c), to the use of an Arbitration Board and shall name nominees. [20.04(a)]

- (b) If either party fails to name a nominee the other party may serve notice in writing that it intends to request the Minister of Labour for Nova Scotia to name that party's nominee and at the same time may make such request to the Minister.  
[20.04(b)]
- (c) The Union nominee and the Employer nominee shall select a Chairperson of the Arbitration Board and if they are unable to agree upon a suitable Chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a Chairperson.  
[20.04(c)]

## **28.08 POWERS OF ARBITRATION BOARD**

- (a) Any question submitted to arbitration shall be decided by the Arbitration Board or sole arbitrator and any such decision or award made shall be final and binding on the parties to this collective agreement subject to review by the Supreme Court of Nova Scotia as if the Board or sole arbitrator were statutorily constituted rather than consensually constituted.  
[20.11(a)]
- (b) An Arbitration Board or sole arbitrator shall have the power and authority to interpret this collective agreement and to make decisions and awards with regard to the matter submitted, including to decrease, eliminate or otherwise modify penalties in regard to disciplinary or dismissal actions and to dispose of a grievance by any arrangement which the Arbitration Board or sole arbitrator deems just and equitable.  
[20.11(b)]
- (c) An Arbitration Board or sole arbitrator shall not have the power or authority to add to, delete from, amend, modify, render meaningless or render a decision inconsistent with the provisions of this collective agreement.  
[20.11(c)]

## **28.09 COSTS OF ARBITRATION**

Each party shall be responsible for the fees and expenses, if any, of its nominee to the Arbitration Board, but the fees and expenses of the Chairperson or sole arbitrator shall, after the portion paid by the Department of Labour is deducted, be shared equally by the parties.

[20.12]

**28.10 ALTERNATE DISPUTE RESOLUTION**

Provided the Union and the Employer agree in a particular situation, conciliation, mediation or a forum for expedited arbitration may be used to resolve a grievance.

[New 2008]

**ARTICLE 29 - TERM OF AGREEMENT, AMENDMENTS, AND LIMITATION ON GRIEVANCES**

**29.01 EFFECTIVE DATES**

This collective agreement shall be effective from November 1, 2017 to October 31, 2021 inclusive.

[25.01, am. 2005, am. 2008, am. 2011, am. 2016, am. 2018]

**29.02 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT**

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party subsequent to July 31 of the year of expiry, consistent with the Trade Union Act.

[25.02, am. 2016]

**29.03 EXTENSION OF TERM**

This collective agreement shall expire on the date of expiry set out in Article 29.01 and shall be re-negotiated unless the parties agree in writing to an extension of the term. Notwithstanding the expiry date, the collective agreement shall remain in full force and effect until the parties reach agreement on a new collective agreement or are in a position to strike or lock out as determined by the *Trade Union Act*.

[25.03]

**29.04 AMENDMENTS TO COLLECTIVE AGREEMENT**

This agreement may be amended at any time during its term provided the parties agree in writing to the amendment(s), at which time such amendment(s) shall become part of this collective agreement.

[25.04]

**29.05 LIMITATION ON GRIEVANCES**

No grievances will be initiated in regard to any events or circumstances which occurred during the period November 1, 2017 to the time of approval by the parties of this collective agreement, which is based on anything in this collective agreement which was changed from or added to the previous collective agreement between the parties which would not have provided grounds for a grievance under the last collective agreement.

[25.05, am. 2005, am. 2008, am. 2011, am. 2016, am. 2018]



**SIGNING**

**SIGNED, SEALED AND DELIVERED IN DUPLICATE:**

on this 18<sup>th</sup> day of June, 2018, in the presence of:

**Nova Scotia Union of Public & Private Employees, Local 13**

Stewart Buchanan  
WITNESS

[Signature]  
PRESIDENT

Melanie Gervin  
WITNESS

[Signature]  
COMMUNICATIONS OFFICER

**Halifax Regional Municipality**

Ken Benaif  
WITNESS

[Signature]  
MAYOR **Mike Savage**

Leshie J. Neate  
WITNESS

[Signature]  
MUNICIPAL CLERK **Kevin Arjoon**

**APPENDIX A**

**A.01 WAGE SCALES**

<b>Level</b>	<b>Nov. 1/17 to Oct. 31/18</b>	<b>Nov. 1/18 to Oct. 31/19</b>	<b>Nov. 1/19 to Oct. 31/20</b>	<b>Nov. 1/20 to Oct. 31/21</b>
1	\$20.95	\$21.37	\$21.80	\$22.23
2	\$20.95	\$21.37	\$21.80	\$22.23
3	\$22.15	\$22.59	\$23.04	\$23.51
4	\$23.78	\$24.26	\$24.74	\$25.24
5	\$25.35	\$25.86	\$26.37	\$26.90
6	\$29.18	\$29.76	\$30.36	\$30.97
7	\$31.17	\$31.79	\$32.43	\$33.08
8	\$33.18	\$33.84	\$34.52	\$35.21
9	\$35.58	\$36.29	\$37.02	\$37.76
10	\$37.99	\$38.75	\$39.52	\$40.32
11	\$41.59	\$42.42	\$43.27	\$44.14

**A.02 WAGE SCALES FOR INFORMATION SERVICES**

<b>Level</b>	<b>Nov. 1/17 to Oct. 31/18</b>	<b>Nov. 1/18 to Oct. 31/19</b>	<b>Nov. 1/19 to Oct. 31/20</b>	<b>Nov. 1/20 to Oct. 31/21</b>
1	\$23.69	\$24.16	\$24.65	\$25.14
2	\$27.90	\$28.46	\$29.03	\$29.61
3	\$34.03	\$34.71	\$35.40	\$36.11
4	\$36.96	\$37.70	\$38.45	\$39.22
5	\$41.17	\$41.99	\$42.83	\$43.69
6	\$44.28	\$45.17	\$46.07	\$46.99

**A.03 PERCENTAGE INCREASES**

The scales set out in Articles A.01 and A.02 reflect general wage increases as follows:

- (1) Effective November 1, 2017, an increase of twenty-five cents per hour (\$0.25)
  - (2) Effective November 1, 2018, an increase of two per cent (2.0%).
  - (3) Effective November 1, 2019, an increase of two per cent (2.0%).
  - (4) Effective November 1, 2020, an increase of two per cent (2.0%).
- [Am. 2008, am. 2011, am. 2016, am. 2018]

**A.04 RETRO PAY**

Subject to A.05, employees who are on staff with the Employer on the date of signing of the collective agreement and retirees shall be entitled to retroactive pay for “wages paid to them by the Employer” from November 1, 2017 to the date of signing of the collective agreement. “Wages paid by the Employer” does not include payments made to employees by other organizations such as LTD payments, EI maternity payments, Workers Compensation etc. “Wages paid” only includes regular pay and overtime. It does not apply to other monies paid to employees by the Employer such as call back and other allowances. This retroactive payment for retirees will be calculated as a lump sum not applied to pre-retirement leave or pension benefits.

[25.06, am. 2005, am. 2008, am. 2011, am. 2016, am. 2018]

**A.05 RED-CIRCLED EMPLOYEES AND EMPLOYEES ABOVE SCALE**

- (a) Subject to the exceptions set out in 8.03(g), any employee who is paid at rates greater than the salary for their level will be red-circled at that rate and not receive increases until such time as the employee’s rate catches up with the salary for their level.

[New 2005, am. 2008]
- (b) An employee who is subject to Article A.05 (a) on the date that a wage increase comes into effect pursuant to Article A.03 will receive a lump-sum payment equal to the applicable increase they would have received pursuant to Article A.03 but for being subject to Article A.05 (a). The lump-sum payment will be paid to the employee on the same pay that increased wages commence for bargaining unit members receiving increases pursuant to Article A.03. [New 2018]

**A.06 LUMP-SUM PAYMENTS**

Employees who are on staff with the Employer on the date of signing of the collective agreement will receive a one-time lump-sum payments as follows:

- (1) Seven hundred and fifty dollars (\$750.00) for Full-Time employees;
- (2) Two hundred and fifty dollars (\$250) for Part-Time, Temporary and Front Desk employees [New 2018]

**APPENDIX B - CLASSIFICATION AND PAY LEVELS****B.01 CLASSIFICATION & PAY LEVELS:**

This Appendix B sets out the classification and pay levels below. The parties will amend Appendix B to reflect any changes that occur during the term of this collective agreement as a result of the operation of Article 8.03.

[New 2005, am. 2008, am. 2015]

**B.02 CLASSIFICATION & PAY LEVELS BY DEPARTMENT:****Chief Administrative Office**

Level 5	Graphic Designer Print & Production Advisor Records Technician
Level 7	Graphic & Systems Technician Marketing & Communications Advisor
Level 8	Information Analyst/Archivist
Level 10	Municipal Archivist

**Corporate and Customer Services**

Level 2	Receptionist/Mail Clerk
Level 3	Administrative Support
Level 4	Administrative Support
Level 5	Call Centre Agent Customer Service Representative Fleet Asset Administrator
Level 6	Contract Administrator
Level 7	Building Service Advisor II GIS Technician Infrastructure Planning Technician Maintenance Electrician Real Property Technician Sales Coordinator
Level 8	Business Analyst II Controls Technician
Level 9	Real Estate Officer
Level 11	Senior Real Estate Officer

**Finance and Asset Management**

Level 2	Receptionist/Mail Clerk
Level 3	Accounting Support Representative Contract Clerk Procurement Clerk Purchasing Clerk

Level 4	Supply Assistant II Administrative Support Administrative Support Assistant Buyer Court Administrator Parking Meter Technician Supply Assistant/Buyer
Level 5	Customer Account Analyst Master Data Administrator Payroll/Costing Coordinator Procurement Analyst Procurement Support Representative Program Technician Grants
Level 6	Accommodations Technician Accountant Inventory Analyst Lease Administrator
Level 7	Collections Specialist Contract Administrator Financial Reporting Analyst Payroll Administrator Procurement Officer Tax Analyst Treasury Analyst
Level 10	Community Developer

**Fire and Emergency Services**

Level 2	Administrative Support/Receptionist Support II
Level 4	Administrative Support Administrative Support Assistant Administrative Support Assistant Logistics Admin Support Assistant Safety & EMO Support III
Level 5	Financial Assistant HRIS Administrative Support
Level 6	Administrative Support – Fire Safety Maintenance FDM System Support

**Halifax Regional Police**

Level 3	Supply Assistant II Support II - Courts Support II
Level 4	Accounting Clerk Administrative Support

- Level 5 Statistics Clerk
- Level 5 Support II
- Level 5 Traffic Support
- Level 5 Victim Services Business Support
- Level 6 Records Management Clerk
- Level 6 Emergency Planning Administrator
- Level 8 Accountant Administrator
- Level 8 Communications Specialist

**Halifax Transit**

- Level 2 Administrative Support
- Level 4 Financial Assistant - Metro Transit
- Level 4 Maintenance Clerk I
- Level 5 Accessibility Support Coordinator
- Level 5 Administrative Support
- Level 5 Customer Service Advisor
- Level 5 Fleet Asset Coordinator
- Level 5 Technical Services Administrator
- Level 7 Transit Planning Technician
- Level 7 Transit Technician
- Level 8 Program Coordinator

**Legal, Municipal Clerk and External Affairs**

- Level 3 Administrative Assistant
- Level 6 Claims and Risk Analyst
- Level 6 Real Estate & Conveyancing Paralegal
- Level 8 Senior Risk and Insurance Analyst
- Level 10 Community Developer

**Parks and Recreation**

- Level 3 Administrative Support
- Level 4 Administrative Support
- Level 5 Admin Support/Customer Service Agent
- Level 5 Support III
- Level 6 Program Standards Planner
- Level 6 Regional Trail Program Specialist
- Level 7 Arts Programmer
- Level 7 Business Applications Specialist
- Level 7 Coordinator Assistant Regional Trail
- Level 7 Events and Culture Support Administrator
- Level 7 Real Property Planning Technician
- Level 7 Works Planning Technician
- Level 8 Client Services Specialist
- Level 8 Civic Events Coordinator

- Level 9 Civic Events Coord. Events Grants Admin  
Parkland Planner  
Aquatic & Leisure Specialist  
Community Recreation Coordinator  
Inclusion & Accessibility Specialist  
Sports & Community Events Coordinator
- Level 10 Subdivision Parkland Planner  
Community Developer  
Coordinator Community Outdoor Recreation  
Landscape Architect  
Senior Civic Events Coordinator

**Planning and Development**

- Level 3 Ticket Reviewer
- Level 4 Court Administrator  
Electronic Parking Ticket Administrator
- Level 5 Adjudication Clerk  
Customer Service Representative  
Development Controller  
License Support  
Planning Controller
- Level 6 License Administrator
- Level 7 Assistant Building Official  
Civic Addressing Technician  
Compliance Officer I  
Parking Contract Administrator  
Planning Technician  
Remedy Analyst  
Urban Design Technician
- Level 8 Civic Address Coordinator  
Compliance Officer II  
Engineering Technician  
Planner I
- Level 9 Building Official I  
Planner II  
Urban Designer I
- Level 10 Building Official  
Community Developer  
Environmental Performance Officer  
Landscape Architect
- Level 11 Planner III

**Transportation and Public Works**

- Level 3 Administrative Support



	Support II
	Support III
	Survey Assistant
Level 4	Cemetarian
	Infrastructure Support
Level 5	Customer Service Representative
	Junior Design Engineering Tech
	Local Improvement Clerk
Level 6	Graphic Technician
	Infrastructure Technician
	Survey Technician
	Traffic Data Analyst
Level 7	Active Transportation Community Programs Coordinator
	Building Service Advisor II
	Collection & Processing Officer
	Construction Coordinator
	Design Engineering Technologist
	Diversion Planning Officer
	Engineering Assistant
	Junior Construction Inspector
	Maintenance Electrician
	Traffic Analyst
	Traffic Signal Analyst
	Traffic Signal Electrician
	Waste Resource Education Officer
	Works Planning Technician
Level 8	Active Transportation Planner
	Construction Inspector
	Parking Services Analyst
	Senior Maintenance Electrician
	Senior Survey Technician
	Senior Traffic Analyst
	Senior Traffic Signal Electrician
	Utilities Construction Inspector
Level 9	Senior Construction Inspector
	Transportation Demand (TDM) Coordinator
Level 10	Surveyor

**B.03 CLASSIFICATION & PAY LEVELS FOR INFORMATION SERVICES:**

Level 3	Webmaster
Level 4	Field Support Analyst
	Service Desk Analyst
	Systems Trainer
	Telecommunications Billing Analyst
	Vendor Performance and Relationship Analyst

Level 5	Web Analyst
	Programmer Analyst
	Senior Service Desk Analyst
Level 6	Application Administrator
	Data Analyst
	Data Base Administrator
	GIS System Analyst
	Senior Application Developer
	Service Coordinator
	System Administrator
	System Integrator

**APPENDIX C - DEFERRED SALARY LEAVE PLAN  
APPLICATION AND CONTRACT**

**HRM & NSUPE DEFERRED SALARY LEAVE PLAN  
APPLICATION AND CONTRACT**

**BETWEEN:**

**HALIFAX REGIONAL MUNICIPALITY**

**-and-**

\_\_\_\_\_  
**(Employee's name)**

I have read the terms and conditions of the Deferred Salary Leave Program (DSLPL) as set out in Article 20 and Appendix C of this collective agreement and agree, if accepted, to enter the DSLPL subject to the terms and conditions set out therein and which shall form a part of this contract.

I wish to enroll in the DSLPL commencing \_\_\_\_\_.  
(Pay date of first deduction)

I plan to take my leave of absence from \_\_\_\_\_ to \_\_\_\_\_.

The financing of my participation in the DSLPL shall be according to the following schedule:

\_\_\_\_\_ % of my regular annual salary for a period of \_\_\_\_\_ months.

Annually the Employer shall provide the employee with a statement regarding the status of the account including principal, interest and earnings.

The total of the monies, interest and earnings accumulated shall be paid to the employee during the period of leave in accordance with the terms of the DSLPL.

The pay closest to the mid-point of the leave and the final pay of the leave shall be adjusted to include interest and earnings on the balance of monies in the employee's account.

Employee's position and salary level as of the date of application:

Position \_\_\_\_\_ Salary Level \_\_\_\_\_.

Beneficiary \_\_\_\_\_ Relationship \_\_\_\_\_.

**Employee's Signature:** \_\_\_\_\_.

Witness: Print Name \_\_\_\_\_.

Signature \_\_\_\_\_.

Date of application: \_\_\_\_\_.

Application: APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_. (If rejected, reasons attached.)

**For the Halifax Regional Municipality:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING - NO 1  
EMPLOYEES AT SACKVILLE SPORTS STADIUM, THE FORUM  
AND "CERTAIN EMPLOYEES OF THE RECREATION, TOURISM  
AND CULTURE BUSINESS UNIT AND/OR ITS SUCCESSORS**

Between:

**The Halifax Regional Municipality**

- and -

**The Nova Scotia Union of Public and Private Employees, Local 13**


The parties understand that:

- (a) HRM believes that Sackville Sports Stadium, the Forum and "Certain Employees of the Recreation, Tourism and Culture Business Unit and/or its successors" are not covered by the certification order between HRM and the Nova Scotia Union of Public and Private Employees.  
[LoU#3(a), am. 2005]
- (b) NSUPE believes that Sackville Sports Stadium, the Forum and "Certain Employees of the Recreation, Tourism and Culture Business Unit and/or its successors" are covered by the certification order between HRM and the Nova Scotia Union of Public and Private Employees.  
[LoU#3, am. 2005]


The parties agree that:

- (a) If NSUPE wishes it can take this matter for final determination to the Nova Scotia Labour Relations Board recognizing that HRM will be arguing that these employees are not covered by the certification order between HRM and the Nova Scotia Union of Public and Private Employees.
- (b) Should the Nova Scotia Labour Relations Board determine that Sackville Sports Stadium, the Forum and "Certain Employees of the Recreation, Tourism and Culture Business Unit and/or its successors" are covered by the certification order between HRM and the Nova Scotia Union of Public and Private Employees the terms and conditions of employees who are added to the certification order by order of the Nova Scotia Labour Relations Board remain the same as they are now until the end of this collective agreement, October 31, 2021.  
[LoU#3(b), am. 2005, am. 2018]

Signed on behalf of the Employer

  
\_\_\_\_\_  
**Mike Savage**

Signed on behalf of the Union

  
\_\_\_\_\_  
**Kevin Arjoon**

  
\_\_\_\_\_

Dated at Halifax Regional Municipality this 15 day of June, 2018.

**MEMORANDUM OF UNDERSTANDING 1  
APPRENTICE ELECTRICIAN PROGRAM**

Between:

**Halifax Regional Municipality**

- The "Employer"

-and-

**Nova Scotia Union of Public & Private Employees**

- The "Union"

Whereas Halifax Regional Municipality (HRM) and the Nova Scotia Union of Public and Private Employees, Local 13 (NSUPE 13) recognize the value of fostering the enhancement of skill development of apprentices through the promotion and implementation of an Apprenticeship Program; and

The parties agree that it is beneficial to the Halifax Regional Municipality community for Apprentices to have work exposure opportunities to develop skills, gain experience as apprentices within the municipal public sector; and

The parties agree that the first deployment of NSUPE 13 Apprenticeship Electricians under this agreement will be working in Facilities Maintenance Operations where Electricians represented by the Union work. The employer will obtain the agreement of the Union before extending the memorandum to other HRM divisions or business units where Electricians represented by NSUPE are working.

Therefore the Parties agree:

1. Where an Apprentice is hired by HRM under this agreement as an "Apprenticeship Electrician" (hereinafter Apprentice) the Apprentice position will be voluntarily recognized as in the NSUPE 13 bargaining unit.
2. The Apprentice Electrician (will be on probation for the first twelve (12) accumulated months of attendance at the workplace, during which time the employee may be dismissed if the employee has not performed to the work standards of the Employer or met all of the Department of Education Apprenticeship Training Division requirements.
3. Apprenticeship positions may be ended at any point. In the event the Apprenticeship position ends prior to the end date, the Apprentice shall receive notice in accordance with the Labour Standards Code.
4. The determination of Apprentice positions as being included within the Union will


be on a without prejudice, without precedent basis with respect to the determination of future positions, both permanent and temporary. Neither party will reference the Apprentice MOU and designation of position classification in any matter relating to the scope of the bargaining unit, including any application under the collective agreement or the Trade Union Act to amend the Union's certification.

5. Apprenticeship guidelines will be consistent with the requirements of the Department of Education Apprenticeship Training Division.
6. Successful completion of the 'Training Program' will require that an Apprentice meets all of the Department of Education Apprenticeship Training Division requirements and also meet all of the Employer requirements, having successfully progressed through all stages of the performance plan as established by the Employer. Failure at any of the stages of the Training Program entitles the Employer to dismiss the Apprentice from the employ of HRM.
7. Completion of the 'Training Program' will not automatically result in an appointment to a permanent position. A vacancy must exist and the normal posting and competition processes will apply.
8. An Apprentice will be considered a temporary employee and be subject to Article 23 of the collective agreement, with the exception of the following:
  - (a) An apprenticeship rate shall be consistent with the Nova Scotia Fair Wage Schedule as set out by the Department of Education Apprenticeship Training Division. While in training an Apprentice is ineligible to participate in overtime or call out;
  - (b) Apprentices will participate in the Union's group medical plans but not its other group benefit plans;
  - (c) Apprentices will not receive vacation pay of four per cent (4%) and instead will be permitted to take paid leave as follows: two (2) weeks of paid vacation leave during each full 12 months active attendance at work [excluding time on EI]. This leave will be pro-rated as required when the Apprentice is not attending work and is in training with the Department of Education Apprenticeship Training Division. Vacations will be scheduled in accordance with operational requirements. The scheduling of vacations for the Apprentice will not affect the scheduling of vacations for permanent employees;
  - (d) Apprentices will not participate in the HRM Pension Plan.




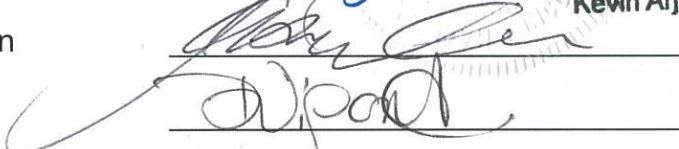
- (e) Training and mentoring carried out by Union members for Apprentices will be consistent with the requirements set out by the Department of Education Apprenticeship Training Division;
- (f) Apprentices must apply for Employment Insurance when attending modular training. HRM will pay the difference between any government training benefit and/or Employment Insurance benefit and the Apprentice's regular straight time rate to the extent permitted by legislation;
- (g) This Memorandum will remain in place for the duration of the 'Training Program', not to exceed four (4) years from the date of signing. If either party wishes to renew and/or make amendments to the Memorandum, it will provide as much notice as possible to the other prior to the expiry of the Memorandum ending. Should the Memorandum expire without renewal, any Apprenticeships underway at the date of expiry may continue to the completion of their 'Training Program';
- (h) Any dispute arising out of this Memorandum will be dealt with under Article 28 of the collective agreement.

Signed on behalf of the Employer

  
\_\_\_\_\_  
Mike Savage

Signed on behalf of the Union

  
\_\_\_\_\_  
Kevin Arjoor

  
\_\_\_\_\_

Dated at Halifax Regional Municipality this 18<sup>th</sup> day of June, 2018.

**MEMORANDUM OF UNDERSTANDING 2  
HRM BRIDGING / INTERNSHIP PROGRAM**

Between:

**Halifax Regional Municipality**

- The "Employer"

-and-

**Nova Scotia Union of Public & Private Employees**

- The "Union"

Whereas the parties agree that it is beneficial to the Halifax Regional Municipality community for recent graduates of post-secondary institutions to have opportunities to develop skills, gain experience and explore careers within the municipal public sector; and

Whereas the Employer wishes to establish a Bridging / Internship program for recent graduates; and

Whereas some of the duties to be carried out by individuals hired under the Bridging / Internship will include duties that fall within the scope of the Union's certification; and

Whereas the Employer and the Union are parties to a collective agreement effective from November 1, 2017 to October 31, 2021;

The parties agree as follows:

1. During the term of this Memorandum, the Employer may create up to twelve (12) internship positions per calendar year which fall within the scope of the collective agreement. Where an Intern is hired under this MOU and vacates a position prior to the expiry of their eighteen (18) month term, HRM may hire another Intern to complete the term, and the replacement will not be counted against the total number of Interns permitted under the MOU.
2. The determination of internship positions as being included or excluded from the Union will be on a without prejudice, without precedent basis with respect to the determination of future positions, both permanent and temporary. Neither party will reference internship positions in any matter relating to the scope of the bargaining unit, including any application under the collective agreement or the Trade Union Act to amend the Union's certification.
3. This Memorandum applies to the internship positions included, now and in the

future, within the bargaining unit.

4. The hiring of interns by the Employer will not lead to or contribute to the layoff or displacement of any bargaining unit member, any member losing regular hours of work or wages, any delay in recalling a laid off member, any delay in filling a vacancy, any classification being downgraded or eliminated or any reduction in the numbers of bargaining unit members.
5. Except as otherwise set out in this Memorandum, internship positions will be posted and appointed in accordance with Article 6 of the collective agreement.
6. To be eligible for an internship position, an individual must have graduated from a post-secondary education within thirty-six (36) months previous to when the internship position commences.
7. Internship positions will be for a maximum term of eighteen (18) months.
8. Interns will be considered temporary employees and be subject to Article 23 of the collective agreement, with the exception of the following:
  - (a) Interns will receive salary of forty-thousand dollars (\$40,000) annually.
  - (b) Interns will participate in the Union's group medical plan under Article 9.02, but not its other group benefits plans.
  - (c) Interns will not receive vacation pay of four per cent (4%) and instead will be permitted to take two (2) weeks of paid leave during the first twelve (12) months of their term and one (1) week of paid leave during the final six (6) months of their term. Vacations will be scheduled in accordance with operational requirements. The scheduling of vacations for interns will not affect the scheduling of vacations for permanent employees.
  - (d) Interns will not participate in the HRM Pension Plan.
9. Any training, mentoring or shadowing carried out by Union members for Interns will be on a completely voluntary basis and there will be no adverse consequences for members who do not volunteer.
10. HRM will continue to support employees in accessing existing opportunities and programs for career advancement. HRM Employees represented by NSUPE 13 who are interested in such opportunities will identify themselves to HRM Human Resources.

HRM has a mentoring program in place and it will review this with the Union Executive and business agent. This will allow the Union to share information


about this program with its members.

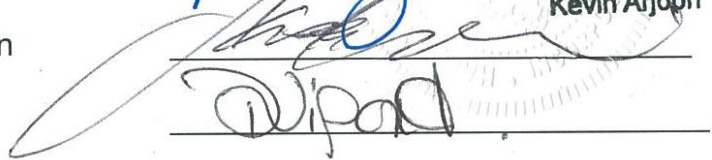
- 11. The remuneration and day-to-day working conditions for any internship positions excluded from the Union will not differ substantially from those hired pursuant to this Memorandum of Understanding.
- 12. This Memorandum will remain in place for eighteen (18) months from the date of signing. If either party wishes to renew and/or make amendments to the Memorandum, it will provide as much notice as possible to the other prior to the expiry of the Memorandum ending. Should the Memorandum expire without renewal, any internship positions underway at the date of expiry may continue to the completion of their 18-month term.
- 13. Any dispute arising out of this Memorandum will be dealt with under Article 28 of the collective agreement.

Signed on behalf of the Employer

  
\_\_\_\_\_  
Mike Savage

Signed on behalf of the Union

  
\_\_\_\_\_  
Kevin Arjoon

  
\_\_\_\_\_  
Dipad

Dated at Halifax Regional Municipality this 18<sup>th</sup> day of June, 2018.