



## **COLLECTIVE AGREEMENT**

**between**

**HALIFAX REGIONAL WATER COMMISSION**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 227**

November 1, 2018 - October 31, 2023

***CUPE*** / *Canadian Union  
of Public Employees*



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THIS AGREEMENT made in duplicate this 7 day of, June, 2019 <sup>15</sup>

BETWEEN:

HALIFAX REGIONAL WATER COMMISSION, a body corporate, hereinafter  
called the "EMPLOYER".

PARTY OF THE FIRST PART  
-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 227, hereinafter  
called the "UNION"

PARTY OF THE SECOND PART

### PREAMBLE

It is the purpose of both parties to this Agreement:

- (1) To accept the mutual responsibility for the safety, health, comfort, and general welfare of the citizens through the continuous and economic operation of all of the; public water, wastewater and stormwater services provided by Halifax Water;
- (2) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (3) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (4) To encourage efficiency in operations;
- (5) To promote the morale, well being, and security of all employees in the Bargaining Unit of the Union;

### ARTICLE 1

1.01 NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter stated, the Employer and the Union agree to work together prudently and intelligently, using all reasonableness and patience in order to provide for both the rights of the Employer and the Union.



## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Employer has and shall maintain the exclusive right and authority to manage its business and direct its working forces, including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote, classify, reclassify and discipline any employee subject to the terms of this Agreement. Any employee who feels that he/she has been subjected to unfair treatment shall have the right to seek redress in accordance with the grievance procedure.
- 2.02 The Employer shall not exercise its rights or direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive employees covered by this Agreement of their employment, unless through just cause.

## ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees Local 227 as the sole and exclusive collective bargaining agent for the employees consisting of all the employees of the respondent, but excluding Works Supervisors and employees above that rank, office employees, and those excluded in Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act, being Chapter 19, Statutes of Nova Scotia 1989, as amended. Subject to Article 39, the Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 3.02 Employees whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, replacement during vacation, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- 3.03 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 3.04 "Student" for the purpose of this agreement means an individual who has been in full time attendance in school or university in the immediately preceding scholastic year and is enrolled for full time attendance in a school or university immediately following and is not engaged as a replacement for a member of the bargaining unit. Student appointments shall generally be limited to three (3) work terms, unless the parties agree to an additional term.



Student appointments shall be subject to the provisions of this Agreement and entitled to benefits under this Agreement except they shall not be entitled to accumulate seniority or sick leave, or to receive notice of termination, they will not be entitled to participation in the pension plan, group benefits, paid leaves or to take vacation. At the end of their work term students shall not be considered to be laid off and shall not be entitled to recall under this Agreement.

Students will be paid out their vacation entitlements as per Labour Standards on each cheque.

This clause is applicable to hiring Students to carry out the work as defined in the Student job description.

A Student is one who is employed to do labour work for the employer. Students shall pay union dues. Students will not work overtime. The Employer agrees not to employ students when permanent full-time employees are on layoff.

The Employer shall notify the union in writing of the start date and end date of the term. If the Employer wishes to extend such a term such extension shall be subject to the agreement of the union and the employer.

- 3.05 The Employer will provide a list of all Business Units, Regions, Sections, Divisions, Shops, Depots and all corresponding Supervisory personnel to the Union upon written request. Such list shall be provided to the Union within five (5) working days.
- 3.06 The Union shall, after notifying the Employer and providing that such entry does not disrupt the work of the Employer, have the right to have professional staff representatives of CUPE present when meeting with the Employer to attend meetings involving any committees under the Collective Agreement.
- 3.07 No individual employee, or group of employees, shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its authorized representatives. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### ARTICLE 4 – HUMAN RIGHTS

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rate, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, gender,



sexual preference or marital or family status, mental or physical disability, nor by reason of his/her membership or activity in the Union. The Parties are bound by the Human Rights Act (NS) and Regulations.

The Employer shall provide and the Union and employees shall support a workplace free from harassment based on the **protected** characteristics set out in the Human Rights Act of Nova Scotia.

- 4.02 The Employer and the Union recognizes the principle that it is their joint responsibility to maintain a discrimination free workplace.
- 4.03 In the event of a harassment complaint both the complainant(s) and respondent(s) may request to be placed on paid administrative leave until the investigation is complete and any remedial action is taken.
- 4.04 The Employer acknowledges that it may be appropriate in certain circumstances to appoint an independent third-party investigator or mediator to assist in the resolution of complaints under this Article. Whenever a member of Local 227 is involved in a complaint under this Article, the Union may request the appointment of an independent third-party investigator or mediator. Such request shall be in writing and shall indicate the reason for the request. On the completion of the investigation, and with the written approval of the employee, the Union will be provided with a copy of the full investigation report.

#### ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees of the Employer covered by this agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing in the Union upon commencement of employment.

#### ARTICLE 6 - CHECK OFF

- 6.01 Every employee in the Bargaining unit shall be required as a condition of employment, to pay Union dues and initiation fees. Union dues deductions shall become effective the first day of work.
- 6.02 The Employer will deduct from each employee's pay cheque, union dues and initiation fees imposed in accordance with the constitution and bylaws of the Union. The Union will advise the Employer in writing, one month in advance, of any changes in the amount of deductions and the date on which the changes are to become effective. Dues and initiation fees shall be as per the Trade Union Act. Changes in the amount of deductions shall be implemented by the Employer as soon as reasonably possible. Such deductions, from each payroll for each pay



period, will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10<sup>th</sup> day of the month following the one in which they were deducted.

- 6.03 The Secretary Treasurer of the Union will be provided with a list by electronic copy of all employees from whose wages the deductions have been made denoting the amount deducted and the normal gross earnings of the employee in that period no later than the fifteenth day of the month following deductions. The list shall include names, addresses, phone numbers and classifications of employees from whose wages the deductions have been made, as well as the total membership count and total wages earned in the period. The list shall indicate promotions, demotions, hirings, leaves of absence, employees on LTD or WCB, layoffs, transfers, a change in classification, recalls, resignations, retirements, deaths and other terminations of employment
- 6.04 Income Tax (T-4) slips prepared by Employer shall include a record of the amount of union dues paid by each employee during the same taxation year. A separate statement shall be provided by the Employer with the T-4 slips if the T-4s do not have a space for Union dues.

#### ARTICLE 7 - EMPLOYER TO ACQUAINT NEW EMPLOYEES

- 7.01 The Employer shall acquaint potential employees in the interview process with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles 5 and 6 dealing with the Union Membership and Dues Check Off. The Employer shall supply to all newly-hired employees a hard copy of this agreement and all pensions and benefit plans and Employer policies within ten days of being hired.
- 7.02 Within the first day of employment in a position within the bargaining unit, the Employee's immediate Supervisor, or other representative of the Employer, will introduce the new Employee to their Union Steward if available.

An officer of the Union will be afforded the opportunity to meet with new employees during the first week of their employment. The opportunity shall be provided during normal working hours. No loss of pay or benefits shall result (1/2 hour). Both parties agree that such meeting may be part of the orientation program and shall also be scheduled to avoid unnecessary work disruption.

#### ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this agreement or incidental thereto, unless otherwise provided for in this agreement, shall pass to and from the Director of Human Resources of the Employer or designate and the Secretary of the Union or designate, with a copy to the President of the Local. All



correspondence between the parties shall be in writing.

#### ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 A Labour-Management Committee shall be established consisting of a maximum of four (4) representatives each of the Union and the Employer. At each meeting two representatives from each party shall constitute a quorum. Either party may advise in advance of the meeting that an additional representative shall attend to deal with a specific issue(s).

9.02 The Committee shall concern itself with matters of the following general nature:

- (1) Improving service to the public;
- (2) Considering constructive criticism of any activity of the Employer or employees so that better relations shall exist between the Employer and the employees;
- (3) Increasing operating efficiency by promoting co-operation in effecting economy moves;
- (4) Reviewing suggestions from employees concerning questions of working conditions (but not grievances) or conditions making for grievances and misunderstandings;
- (5) Promoting education and training of the staff.

9.03 The Labour-Management Committee shall meet every two months or more frequently as required and agreed to by both parties, and a copy of the notice of meeting together with the proposed agenda will be circulated at least forty-eight (48) hours in advance. Employees shall not suffer any loss of pay or benefits for time spent attending such meetings held during regular working hours.

9.04 Seven (7) working days prior to such a meeting, the Committee Co-Chairs (one Union and one Management) or designate, shall meet if necessary, without loss of pay or benefits, to prepare an agenda for the meeting.

9.05 A secretary mutually acceptable to the representatives of the Employer and the Union will be appointed to prepare the minutes of each meeting as promptly as possible after the close of the meeting. The minutes of the meeting shall be signed by the joint Co-Chairs, and two signed copies shall be given to the employer and the Union within seven (7) working days following the meeting.

The minutes of the previous meeting shall be presented for approval and signed by the co-chairs at the next meeting following such approval.

Representatives of the Employer and the Union shall appoint new Co-Chairs annually who are mutually acceptable to all parties. The Co-Chairs shall alternate presiding over meetings.



The Employer shall post a copy of the approved minutes on all bulletin boards within two (2) weeks.

- 9.06 The first 30 minutes of a Labour-Management meeting shall be reserved for Union Committee members to caucus.

#### ARTICLE 10 - BARGAINING COMMITTEE

- 10.01 A Bargaining Committee shall be appointed and consist of representatives of the Employer, as appointees of the Employer, and not more than five (5) persons representing the Union, as appointees of the Union. Each party will advise the other of the names of its appointees.
- 10.02 The Union shall have the right to include in addition to its five (5) appointees one (1) representative of the Canadian Union of Public Employees at meetings of the Bargaining Committee.
- 10.03 All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred to the Bargaining Committee for discussion and settlement subject to Article 39.
- 10.04 Any appointee of the Union on the Bargaining Committee, including alternates who are replacing Union Committee members, who is in the employ of the Employer, shall have the right of attending all Bargaining Committee meetings with the Employer, held within working hours without loss of pay or benefits. Alternates are included in the total of five (5) Union representatives.
- 10.05 Other than attending meetings with the Employer, members of the Bargaining Unit will not carry out any business of the Union during regular working hours without the consent of the Employer, which consent will not be unreasonably withheld.

After notice to bargain has been submitted by either the Union or the Employer, the Employer, upon request of the Union, shall grant one day's leave of absence per month without pay but without loss of benefits and seniority for the members of the Union Bargaining Committee for the purpose of preparing for bargaining. Written consent shall be obtained from the Employer. Such consent shall not be unreasonably withheld. It is agreed that the Employer will continue the employee's pay and bill the Union for wages and benefits.

#### ARTICLE 11 - RESOLUTIONS OF THE EMPLOYER

- 11.01 Copies of all motions, resolutions, and bylaws or rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the



Union.

## ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward or designate as set out in Article 12.06. The Steward or designate shall assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- 12.02 The Union shall notify the Employer in writing of the name of each Executive Committee member, Steward and Grievance Committee member before the Employer shall be required to recognize them. Union representation for Union members shall be any member from any of the aforementioned groups.
- 12.03 The Steward and/or Union Designate(s) selected, along with officers of the Union, and a representative from the Canadian Union of Public Employees shall constitute the Grievance Committee.
- 12.04 In order that the work of the Employer shall not be unreasonably interrupted, no Shop Steward or Union Designate, nor member of the Grievance Committee shall leave his/her work without the permission of his/her supervisor, which permission shall not be unreasonably withheld.
- 12.05 A grievance may be initiated as the result of any dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance the question shall be taken up through the grievance procedure and determined, if necessary, by arbitration.
- 12.06 Grievances and disputes shall be settled without interruption of the Employer's business in the following manner:
- Step 1: The Employee or a Union Representative shall first discuss the subject matter of the difference or dispute with their Supervisor before a grievance is filed with the Employer.
- Step 2: A formal grievance shall be filed in writing with the Director within twenty (20) working days of the date of the incident giving rise to the grievance.
- Step 3: (a) Within ten (10) working days of receipt of a formal grievance, the Department Director shall convene a meeting to discuss the grievance. Should the grievor not be present the Union shall have



the option of having two (2) Union Representatives in attendance.

(b) Within five (5) working days of the date of the meeting referred to in Step 3 (a), the Director shall issue a decision in writing to the parties.

Step 4: Failing a satisfactory settlement being reached at Step 3, the Union within twenty (20) working days of receipt of the grievance response may refer the grievance to arbitration as set out in Article 13.01.

- 12.07 Submissions, replies, and decisions related to grievances shall be in writing at all stages. The Employer's representative for each step of the grievance procedure shall be required to meet with the grievor and a union representative before rendering his/her decision in writing unless both Parties agree in writing to waive such meeting.
- 12.08 Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed, or where a group of Employees, or the Union, has a grievance, Step 1 of this Article may be bypassed, and the procedure started at Step 2, whichever is appropriate. In discharge situations, the procedure may be started at Step 3. Such grievance shall be filed within twenty (20) working days after the event giving rise to the dispute.
- 12.09 The Union shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.
- 12.10 Failure of the Grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union in any future identical grievance.
- 12.11 (a) An employee who is requested to work under conditions which he/she feels are unsafe or unhealthy shall first discuss the conditions with his/her immediate supervisor and if the conditions cannot be resolved between the employee and supervisor, the Union shall have the right to file a grievance at the second step of the grievance procedure for preferred handling.
- 12.11 (b) Employees have the right to the assistance of the Union Safety Committee Representative to assist in the reporting of work conditions which he/she believes are unsafe or unhealthy; however, the availability of the Union Safety Committee Representative shall not delay the immediate reporting of unsafe work conditions.
- 12.12 The Employer shall supply the necessary confidential facilities for the grievance



meetings.

- 12.13 Both Parties agree that time limits for both Parties are mandatory unless both parties have agreed in writing to an extension of time limits. Should the Employer fail to respond to a grievance within the time limits set out herein, the grievance should automatically be moved to the next step of the grievance procedure.
- 12.14 When a grievance has been filed with the Employer by the Union on behalf of the Union member, its contents will not be discussed with the employee concerned, unless a Shop Steward or Union officer is present.

### ARTICLE 13 - ARBITRATION

- 13.01 When either party gives notice that a grievance is to be submitted to arbitration, the notice shall be given by registered mail or personal delivery addressed to the other party to the Agreement, indicating the name and address of a single arbitrator which may be appointed by mutual agreement between the parties. Within fifteen (15) working days of the receipt of the notice, the other party shall answer by registered mail or personal delivery, indicating the name and address of a single arbitrator which may be appointed by mutual agreement between the parties.
- 13.02 If the parties cannot agree on an Arbitrator within ten (10) working days after receiving the request, the appointment shall be made by the Minister of Labour upon the request of either party.
- 13.03 The Arbitrator may determine his/her own procedures, but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitrator shall render a decision as soon as reasonably possible following the conclusion of the hearing.
- 13.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which he/she deems just and equitable. Should either party disagree as to the meaning to the Arbitrator's decision, either Party may apply to the Arbitrator for clarification of the decision. (Application copied to the other Party).
- 13.05 Each party shall pay one half of the fees and expenses of the Arbitrator.
- 13.06 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement in writing.



- 13.07 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee (s) concerned as witness (es) and any other witnesses, and all reasonable arrangements shall be made to permit the parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### ARTICLE 14 – DISCHARGE AND DISCIPLINE

- 14.01 (a) Any employee covered by this Agreement who has completed his/her probationary period may be discharged or disciplined but only for just cause. A foreman or supervisor may suspend an employee but shall immediately report such action to his/her Department Head. When an employee covered by this Agreement is discharged or suspended, the Employer shall give, in writing, as soon as reasonably possible, the reason for such discharge or suspension to the Secretary of the Union and to the employee concerned.
- 14.01 (b) All letters of reprimand or adverse reports shall be dated and include the date of the incident.
- 14.02 Should it be found, upon investigation by the Employer or by a finding of an Arbitrator, that an employee has been unjustly disciplined or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the time of such discharge or suspension. Notwithstanding this provision, an Arbitrator shall have the power to render an award which the Arbitrator deems to be just and equitable under Article 13.04 herein.
- 14.03 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following the date of the suspension or disciplinary action, including letters of reprimand or any adverse reports. All records shall be removed from the employee personnel file after the twenty-four (24) month period.
- 14.04 If an employee in the bargaining unit encounters a legal picket line in the course of his/her normal duties, there shall be an immediate conference between the parties hereto before any direction is made by either party as to whether the picket line should or should not be respected. A legal picket line is a picket line set up as a result of a legal strike under the Trade Union Act.
- 14.05 (a) At such time as an investigative meeting indicates that discipline may result, said meeting will be adjourned until Union representation can be obtained. The Employer shall inform the employee of this right and arrangements shall be made for Union representation for a meeting to be held within seven (7) calendar days.



- 14.05 (b) At no time shall the Employer meet with the employee without Union representation when the meeting is for the purpose of discipline (verbal or written) or dismissal. The Employer shall within seven (7) calendar days after such meeting send written particulars of the meeting to the Union and a copy to the employee. The Union shall have the right to consult with a CUPE National Representative and have him/her present at any disciplinary meeting.
- 14.06 The personnel records of an employee or a former employee shall be treated as confidential. Such records shall not be disclosed beyond the requirements of the Employer.
- 14.07 (a) Upon two (2) working days after receiving written notice from an employee, the Employer shall permit the employee to review their file during working hours at a time suitable for the Human Resource Department. The employee shall be entitled to make a copy of the file excluding personal references. The employee shall be able to make a written response to anything in the employee's file, and such response shall become part of the employee's permanent file.
- 14.07 (b) The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any disciplinary record from the file of an Employee the existence of which the Employee was not made aware of at the time of filing.

#### ARTICLE 15 - SENIORITY

- 15.01 (a) Seniority for regular employees in full-time positions is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotion, demotions, layoffs, recalls, and reduction of the work force provided that the employee has the required qualifications. When an employee transfers, the employer shall consider seniority, employee preferences and operational requirements. Seniority shall operate on a Bargaining Unit wide basis.
- 15.01 (b) A new temporary employee shall be an employee hired for a temporary period of employment up to 90 days worked. This temporary period may be extended by mutual written agreement between the Union and the Employer. Seniority shall have no application during their temporary period of employment. Should the Employer determine to retain such employee in a regular full-time position after completing their temporary term, the employee shall be deemed to have completed their probationary period provided they have completed the equivalent time in relevant work experience and they shall be credited with all seniority earned from their start date. Should a temporary employee be terminated, the Employer shall not be required to establish just cause. Such termination cannot be in violation of Article 4 – Human Rights and the temporary employee must have been given an opportunity to demonstrate suitability for their position and performance feedback.



- 15.01 (c) A term employee is one who is hired for a designated period of time to replace a regular employee – example: Maternity Leave, Extended Sick Leave and Unpaid Leave of Absence. Term positions needed to meet the operational requirements for a specific project shall be communicated to and agreed on by the Union. Such agreement shall not be unreasonably withheld.

The term period may be extended by mutual written agreement between the Union and the Employer. Seniority shall have no application during their term period of employment. Should the Employer determine, subject to the posting procedure in Article 16, to retain such an employee in a regular full time position after completing their term period without a break in service, seniority shall be effective back to the original date of hire. The employee shall be deemed to have completed their probationary period provided they have completed the 720 regular hours in relevant work experience. Should a term employee be terminated prior to their completion of the probationary period, the Employer shall not be required to establish just cause. Such termination cannot be in violation of Article 4 – Human Rights and the term employee must have been given an opportunity to demonstrate suitability for their position and performance feedback.

- 15.02 The employer shall maintain two (2) separate seniority lists, one for regular employees in full-time positions, and one for temporary employees, such lists being compiled according to Article 15.01. The up-to-date seniority lists, shall be sent to the Union and posted on bulletin boards in March of each year. The seniority lists, posted by the Employer, shall be deemed to be correct unless the Union questions the correctness of the list within a period of thirty (30) days from the date of posting. If any question cannot be satisfactorily resolved by the parties within twelve (12) calendar days of the questioning, then it shall be subject to the grievance procedure.

- 15.03 A newly hired employee for a regular full-time position shall be on probation for a period of seven hundred and twenty (720) regular hours worked from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

Should a probationary employee be terminated, the Employer shall not be required to establish just cause as long as such termination is not in violation of Article 4, Human Rights, and that the employee has been counselled at least once by the Employer during the probationary period with regard to work performance and has been given the opportunity to demonstrate suitability for the position.

- 15.04 A regular employee in a full-time position shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer or authorized by this agreement, strike or lock-out. In the case of temporary employees, seniority rights will accumulate as for a regular employee except that seniority will not accumulate for time on layoff.



15.05 An employee shall lose his/her seniority in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) He/she resigns and does not withdraw his/her resignation within five (5) calendar days.
- (3) He/she is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) He/she fails to return to work within seven (7) calendar days following a layoff after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
- (5) He/she is laid off for a period longer than eighteen (18) months.

15.06 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a unionized position outside the Bargaining Unit, but in the employ of the Employer, he/she shall retain his/her seniority accumulated for a period of ninety (90) days worked after leaving the Bargaining Unit but he/she will not accumulate any further seniority in the Bargaining Unit after this period of ninety (90) days worked. If such an employee at some later date applies for a vacant position in the Bargaining Unit, his/her seniority credits will be as noted in this Article.

15.07 If an Employee takes a non-Union job he/she will retain his/her seniority for a period of six (6) months after which all accumulated seniority will be lost.

#### ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 (a) When a position is created or when a vacancy in a temporary or permanent position occurs within the Bargaining Unit, the Employer shall within ten (10) calendar days notify the Union in writing and post notice of the position on bulletin boards in the employer's offices/shops for a minimum of ten (10) calendar days.

16.01 (b) When a vacancy occurs or a position is created outside the Bargaining Unit in a non-professional classification as excluded in the Trade Union Act, up to the level of Works Supervisor, the Employer shall post a notice of the position on the bulletin boards for a minimum of one week.

16.02 In the case of an emergency when additional personnel are required for a specific job, the Employer reserves the right to hire such temporary personnel in any way



it can after Union personnel in the required department have been called.

- 16.03 Such notices as specified in Article 16.01 (a) shall contain the following information: nature of position, minimum required qualifications, required knowledge and/or education, skills, shift, anticipated start date, wage or salary rate or range and hours of work. These qualifications may not be established in an arbitrary or discriminatory manner. No outside advertisement for such additional employees as specified in Article 16.01 (a) shall be made until present employees have had an opportunity to apply within the time limits set forth in Article 16.01 (a).
- 16.04 (a) Both parties recognize that job opportunities should increase in proportion to length of service and qualifications. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.03. Such appointments from within the Bargaining Unit shall be made within four (4) weeks of the closing date on the job posting.
- 16.04 (b) Preference for promotion may be given to the senior applicant who does not necessarily possess the required qualifications but who may acquire the required qualifications during the ninety (90) days worked trial period. If the employee is unable or does not upgrade his/her qualifications within the ninety (90) days worked trial period he/she shall revert to his/her former position. Extensions of the trial period shall be upon mutual agreement between the Union and the Employer.
- 16.05 The successful employee applicant shall be placed on trial for a period of sixty (60) days worked. Conditional on satisfactory service, the employee shall be declared regular after the period of sixty (60) days worked. In the event the successful employee applicant proves to be unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification or if the employee states in writing that he/she wishes to return to his/her former position, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority unless his/her former position has been eliminated because of technological or other changes as provided for in Article 30. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority, unless his/her former position has been eliminated because of technological or other changes as provided for in Article 30.
- Should employees choose to apply for multiple positings, the Employee's option to revert back to their former position may only be used twice within a (12) twelve month period.
- 16.06 Within seven (7) calendar days of the date of appointment to a vacant position



within the bargaining unit, the name of the successful applicant shall be posted on bulletin boards. The Union shall be notified of all appointments, end of term or temporary positions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, leaves of absence, deaths and terminations of employment for employees covered by this Agreement.

**16.07 Transfers**

The Employer reserves the right to assign work in other than an employee's normal work site/assignments to meet bona-fide operational requirements for up to 30 days. For work assignments in excess of 30 days, the Employer will follow the following process:

a) In both cases, advise the Union in writing of the work assignment opportunity with an outline of the operational reason for the assignment and the bona-fide operational requirements, the anticipated start and end dates where applicable.

b) The Process:

(i) inform the current employees and request expressions of interest in the work assignment opportunity.

(ii) where two or more employees have expressed an interest and have met the identified requirements, the work assignment will be made of the employee having the greatest seniority.

(iii) where there has been no expressions of interest from an employee(s), the Employer will advise the Union that an involuntary assignment will be made and the anticipated end date by which operational requirements may be met. The employee meeting the identified requirements and having the least seniority will be assigned. Once the operational requirements are met, the Parties agree to meet to discuss the method for ending the assignment with the least negative impact on overall operations and the affected employees.

(iv) should a grievance arise under provision 16.07, the grievance will be heard at Step 3. The Parties will select an Arbitrator who will agree to hear the matter within 30 working days. This time frame may be extended by written mutual agreement of the Parties.

(v) No employee shall suffer a loss of regular hours as a result of an involuntary transfer.

**16.08** The Employer shall endeavour to post a notice of any training course or experimental program for which employees covered by this Agreement may be interested. The notice shall include, among other information, the following: type



of course (subjects and material to be covered); time, duration, and location of course; basic minimum qualifications required for applicants. This notice shall be posted for a period of, at least, two weeks on bulletin boards. The Employer will maintain a system of training. Employees may request specific training opportunities and the Employer shall make every reasonable effort to accommodate such request. The employee shall suffer no loss of regular earnings while attending a training program for job related training. The Employer retains the right to offer other training and development which the employee may elect to take on their own time.

- 16.09 When an applicant to a position is not the successful candidate or when the successful applicant proves unsatisfactory in the position during the trial period he/she, upon written request to the Human Resources Department within one week of the position being filled or his/her being advised that they are unsatisfactory, shall be advised in writing the reason(s) why he/she was not the successful applicant or was unsatisfactory.
- 16.10 Upon voluntary termination of employment and upon the employee's request, the Employer shall provide a letter of reference.
- 16.11 (a) The Employer will provide paid time off for employees who are writing Provincial Operator Certification exams. The Employee will be paid at his/her regular rate of pay for the time spent writing the exam and for any necessary travel time.
- 16.11 (b) Shift workers who are scheduled, with the Employer's approval, to write Provincial Operator Certification exams on their scheduled day off will be provided with equivalent time off at a time mutually agreeable with their Supervisor. Shift workers will also receive equivalent time for all travel required to write the exam.

#### **ARTICLE 17 - LAYOFFS AND RECALLS AND REDUCTION OF THE WORK FORCE**

- 17.01 Both parties recognize that job security should increase in proportion to length of service; therefore, in the event of a layoff, or reduction of the work force, employees covered by this agreement shall be laid off in the reverse order of their seniority and in accordance with their qualifications to do the work required. Such employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- 17.02 Unless legislation is more favourable to the employees, the Employer shall notify the employees covered by this Agreement who are to be laid off, ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full working days after notice of layoff, he/she shall be paid in lieu of work for the part of ten (10) working days during which work



was not available. No specific notice is required in the case of temporary employees who have been hired for a designated or emergency job. If an employee receives his/her ten (10) working days notice, he/she may continue to work, if required by the Employer for an additional period up to ten (10) normal working days, or to a maximum of ten (10) normal working days from the receipt of his/her notice of layoff. If the employee continues to work after this period, he/she shall be given a further ten (10) working days' notice of layoff.

- 17.03            Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure to the Department Head or designate.

#### ARTICLE 18 - HOURS OF WORK

- 18.01 (a)        The normal working hours for all employees covered by this Agreement excepting employees on shift duty and employees on specifically assigned work as in Section 18.03, shall be five (5) days per week, eight (8) hours per day from 8:00 a.m. 4:00 p.m. Monday to Friday inclusive constituting a 40-hour work week with one half hour paid lunch period. Any lunch related travel time is included within the thirty (30) minute paid lunch period. The half hour paid lunch is to be normally taken between 12:00 noon and 12:30 p.m. unless otherwise determined by the Supervisor and will occur between 11:30 a.m. to 1:00 p.m.

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

All employees shall be permitted a five (5) minute wash-up period immediately prior to lunch and immediately prior to the end of the work day. Such time shall be considered as time worked.

- 18.01 (b)        At no time shall existing shift schedules be changed or modified prior to being negotiated between the parties. If the parties are unable to reach an agreement on proposed changes to a shift schedule(s) such disagreement shall be resolved by arbitration, and the arbitrator shall have the authority to resolve the impasse.

- 18.02            J. Douglas Kline and Lake Major Water Supply Plant Operators, whose duties require work on a shift basis, shall work on a shift basis according to Schedule B attached. The hours of work for Service Department Operators shall be in accordance with Schedule C (attached). Process Technicians will work according to Schedule D (attached). Bennery Lake Water Supply Plant Operators shall work in accordance with Schedule E (attached). Leak Detection shall work in accordance with Schedule F (attached).

- 18.03            The Employer reserves the right to assign shift work with a minimum notice of seven (7) calendar days and such assigned shift work shall be for a minimum of two consecutive shifts.



Employees assigned such work will receive their regular rate plus the applicable shift premium. Shift work will be scheduled for planned work only and will be assigned on a rotational basis. Each rotation will not exceed seven (7) calendar days.

This provision is not intended for ongoing, continuous shiftwork. In the event the Employer deems it necessary to have ongoing, continuous shiftwork such provision must be negotiated with the Union.

- 18.04 The Employer may schedule shift work consisting of eight (8) working hours per day for Field Service Technicians. Such shifts will be 9:00 a.m. to 5:00 p.m.; 10:00 a.m. to 6:00 p.m.; 11:00 a.m. to 7:00 p.m., and 12:00 noon to 8:00 p.m. with a paid half hour off for mealtime. Such shift work will be posted seven (7) calendar days in advance of the working shift, and shall be scheduled on a rotation basis. Field Service Technicians assigned to such shift work will receive their regular rate, plus the applicable shift premium.

#### ARTICLE 19 - OVERTIME & CALLOUT

- 19.01 All time worked outside the normal work day, the normal work week, or on a holiday, on which an employee is not scheduled to work, shall be considered as overtime.
- 19.02 All employees covered by this Agreement with the exception of employees regularly employed on shift work, employees assigned to specifically planned work (as set out in Article 18 of this Agreement), who perform any work for the Employer after 4:00 p.m. until midnight on any Monday, Tuesday, Wednesday, Thursday, or Friday shall be entitled to and shall be paid at the rate of one and one-half (1 ½) times the regular rate for time so worked. All work performed between midnight and 8:00 a.m. shall be paid at the rate of double time.
- 19.03 All employees covered by this Agreement with the exception of employees regularly employed on shift work and employees assigned to specifically planned work (as set out in Article 18 of this Agreement), who perform any work for the Employer on any Saturday, Sunday or holiday as defined in Article 21, shall be entitled to and shall be paid double their regular rate of pay for hours so worked.
- 19.04 Employees on regular shift work who are required to work on their scheduled day off shall receive double their regular rate of pay for hours so worked.
- 19.05 If a holiday (as defined in Article 21) falls on an employee's regular shift, he/she shall receive an additional two (2) day's pay or two (2) days off at a time mutually agreeable to the Department Head and the employee concerned.
- 19.06 Temporary employees working less than eight (8) hours per day and who are



required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours. Regular overtime rates shall apply after eight (8) hours and for all work performed on holidays and regular days off.

- 19.07 Temporary employees not required to work on statutory holidays shall, nevertheless, be paid the amount they would have received for such hours in a regular working day provided they have worked the working day immediately preceding and the scheduled working day immediately following the statutory holiday.
- 19.08 (a) Overtime and call-back time shall be divided as equally as possible among the employees who are qualified to perform the work that is available. The Employer and Union agree that they jointly are responsible for the operation of a necessary community service which must be continuously maintained and the Union, therefore, agrees that employees will endeavour to work overtime when called. The Employer will endeavour to keep overtime at a minimum. There shall be no overtime worked in any operation while there are employees on layoff who are available and able to perform the work except in the case of an emergency.  
\*See attached Memorandum of Understanding
- 19.08 (b) Two Employees will be on standby, one employee will be from the CSO classifications and one from the PSSP classification. Sub foreman who are interested may be included in the rotation. The standby assignment will be for a period of one week and will be on a rotational basis between employees who express an interest. Such assignment will be to answer wastewater/stormwater calls in all three regions from 4 pm to 8 am daily including from 4 pm Friday to 8 am Monday and on holidays. The classifications on call will be the (Sub-foremen), CSO Level 1 or Level 2 and PSSP Level 1 or Level 2. Should employees wish to discontinue being on standby they shall provide one (1) month's notice to the employer.
- 19.08 (c) Operationally work may run past the end of the work day. For completion of the current task, work continued past the end of the day will not require utilizing the call out list. Any work required past 3 hours after the end of the regular shift shall be considered an overtime opportunity and recorded on the on-call list.
- 19.08 (d) If an employee is missed on the overtime rotation, such employee will be given the next available overtime opportunity. If such opportunity is not made available within thirty (30) calendar days, the missed overtime shall be paid out. There shall be no claims from other employees as a result of this make-up overtime.
- 19.08 (e) The Employer shall keep a list of all overtime offered, all overtime hours worked, and all overtime refused by each Employee. This list shall be updated and posted monthly. The Union shall be provided a copy upon request.



- 19.09 (a) An employee who is called in and required to work outside his/her regular working hours shall be paid a minimum of three hours at the appropriate overtime rate.
- Should such call out continue into the normal starting time, the employee shall also be paid for their regular day worked.
- 19.09 (b) To ensure employees receive a full eight (8) hour rest period between shifts, all employees working overtime past midnight who are scheduled to work the same day shall be given an equal number of hours off at the start of their shift.
- 19.09 (c) Employees required to work four or more hours of overtime continuous with their shift will be provided with a meal. If no meal is provided employees shall receive a meal allowance of fifteen (\$15.00) dollars.
- 19.10 Shift workers who work midnight to 8:00 a.m. as their regular shift and who are required to work and who work on the same day from 8:00 a.m. to 4:00 p.m. shall receive one and one-half ( $1\frac{1}{2}$ ) times their rate of pay for all hours worked between 8:00 a.m. and 4:00 p.m. Shift workers who work midnight to 8:00 a.m. as their regular shift and who are required to work and who work on the same day from 4:00 p.m. to midnight shall receive double their regular rate of pay for all hours worked between 4:00 p.m. to midnight.
- 19.11 A shift worker working a 4:00 p.m. to 12:00 midnight shift, whose regular shift the following day is 8:00 a.m. to 4:00 p.m. shall receive the following day shift off with pay if he/she is required to work a double shift from 4:00 p.m. to 12:00 midnight and 12:00 midnight to 8:00 a.m.
- 19.12 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer, provided that time off is requested at least one week in advance. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate. Overtime may be carried into the next calendar year. The maximum number of hours that may be taken in time off in a calendar year is eighty (80) hours. Any overtime carried into the next calendar year shall be included in the maximum of eighty (80) hours allowable in that next year. Any employee (as of the date of signing) who exceeds the maximum of eighty (80) hours can maintain and/or draw down the balance; however no additional time can be banked until the balance falls below the eighty (80) hour maximum.
- 19.13 (a) When an employee is assigned to be on standby, that is immediately available by phone to come in to work, the employee shall be paid \$400.00 standby pay for a seven (7) calendar day period. Effective the first full pay period following the signing of this agreement.



- 19.13 (b) When a Holiday occurs during a period of standby, the employee shall receive an additional forty (\$40.00) dollars of standby pay for each Holiday.
- 19.14 Excepting emergencies employees shall not be required to work more than sixteen hours (16) continuous hours without an eight (8) hour continuous break.
- 19.15 If an Employee takes a work related call after regular hours as per Article 18.01 and the matter cannot be resolved within fifteen (15) minutes, the Employer will pay overtime at the prevailing rates starting from the time the call was first received. No overtime will be paid if the matter is resolved within the first fifteen (15) minutes. This overtime would not constitute a call out. Should the Employee be required to leave their home to attend to work related issues they will be paid as per Article 19.09(a) as a call out.

#### ARTICLE 20 - SHIFT PREMIUM

- 20.01 Employees working on a regular afternoon or night shift and employees working on special assigned work (as specified in Article 18.03) shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked. Effective retroactive to November 1, 2018, as per Article 40.01.
- 20.02 Shift and weekend premiums referred to in this Article shall not apply in calculating vacation pay, sick leave, and holidays. Such premiums will not be considered as part of the regular rate when calculating overtime. Shift and weekend premiums shall only be paid on hours worked. For clarification overtime hours do not apply.
- 20.03 A weekend premium for shift workers on the 8:00 a.m. to 4:00 p.m. shift shall apply for Saturdays and Sundays. The premium shall be one dollar and seventy-five cents (\$1.75) per hour. Effective retroactive to November 1, 2018, as per Article 40.01.

#### ARTICLE 21 - PAID HOLIDAYS

- 21.01 All employees covered by this Agreement shall be granted an eight (8) hour paid holiday on each of the following days, provided they have worked the working day immediately preceding such holiday and the scheduled working day following such holiday:
1. New Year's Day
  2. Heritage Day
  3. Good Friday
  4. Easter Monday
  5. Victoria Day
  6. Canada Day



7. Halifax-Dartmouth Natal Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. Any other day appointed by proclamation of the Governor General of Canada, the Lieutenant-Governor of Nova Scotia, or the Mayor of the Halifax Regional Municipality as a general holiday.

21.02 If any days designated as holidays under Clause 21.01 of this Agreement fall on scheduled days off for employees who are not on shift work, then such holidays shall be observed on the employee's next scheduled working days.

If any days designated as holidays under Clause 21.01 of this Agreement fall on scheduled days off for employees on shift work, then such holidays shall be observed at a time mutually agreeable to the employer and the employee.

21.03 The Skeleton Day shall apply as follows:

For employees who work normal Monday to Friday hours:

- a) All service and/or operational requirements must be met.
- b) Those employees who cannot, due to operational requirements, receive the time off will be given the time off in lieu at a time to be agreed between the employee and the supervisor. Any employee required to work will receive their regular rate of pay.
- c) The Skeleton Day will be taken on either December 24th or December 31st provided the employee is scheduled to be in attendance at work on these two days. An employee will not qualify for the above if they take a vacation, sick, time-off-in-lieu, compressed day or other type of absence from work on either of the above noted dates or are not scheduled to work on both the 24th and 31st of December.

If December 24<sup>th</sup> or December 31<sup>st</sup> falls on a Saturday or a Sunday, the Skeleton Day shall be the preceding Friday.

- d) Arrangements, mutually agreeable to the employee and supervisor, must be made in advance of the holiday season.  
For all other employees, provided they work their last scheduled shift prior to December 25th and prior to January 1st, they shall receive eight (8) hours bank time credits. For such employees (a) and (d) above shall apply. An employee will not qualify for the above if they take a vacation, sick, time-off-in-lieu, compressed day or other type of absence from work on either of their last scheduled shifts



prior to December 25<sup>th</sup> and prior to January 1<sup>st</sup>.

e) Employees who are scheduled for a twelve (12) hour shift on their skeleton day, shall be entitled to take the last four (4) hours as time-in-lieu, holiday or vacation time.

## ARTICLE 22 VACATION

22.01 Every employee covered by this Agreement shall be entitled to the following vacation with pay each year:

- 1) After employment and for the remainder of the calendar year, one and one-quarter (1 <sup>1</sup>/<sub>4</sub>) working days' paid vacation for each month worked.
- 2) During the second and up to and including the fifth year of employment, three (3) weeks, (15 working days), paid vacation.
- 3) During the sixth and up to and including the twelfth year of employment, four (4) weeks, (20 working days), paid vacation.
- 4) During the thirteenth and up to and including the nineteenth year of employment, five (5) weeks, (25 working days), paid vacation.
- 5) During the twentieth year and subsequent years of employment, six (6) weeks, (30 working days).
- 6) All employees of Halifax Water shall have three (3) additional vacation days included in their vacation accrual annually in reference to \*Memorandum of Understanding – Retirement Allowance.

22.02 If a paid holiday falls or is observed during an employee's vacation period, such employee shall be entitled to an additional day's vacation with pay at his/her prevailing rate, and such day shall be taken at a time mutually agreeable to the employee and the Employer or a day's pay at the employee's normal straight-time rate in lieu of the day off.

22.03 (a) An employee terminating his/her employment at any time before he/she has had his/her annual vacation, shall be entitled to a proportional share of his/her vacation for that year. An employee who is on unpaid leave(s) or layoff shall be entitled to a proportional share of his/her vacation for that year.

22.03 (b) On normal retirement an employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year.



- 22.04 (a) Vacation schedules shall be posted by April first of each year, and shall not be changed unless mutually agreed by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off. An employee shall be entitled to receive his/her vacation in an unbroken period, up to a maximum of four (4) weeks, unless otherwise mutually agreed upon between the employee concerned and the Employer.
- 22.04 (b) The seniority of Employees shall be given preference in the selection of vacation periods. All written vacation requests of five (5) days or more made prior to March 15 of each year will be given preference by seniority. Employees shall be entitled to receive their vacation in an unbroken period to a maximum of four (4) weeks or as mutually agreed between the Employee and the Employer. Requests made after this date will be approved on a first-come basis. Requests for more than four (4) weeks will not be unreasonably denied.
- 22.05 An employee who is hospitalized and is qualified for sick leave or is entitled to bereavement leave while on vacation shall be entitled to an equivalent time off with pay at a time mutually agreeable to the Employer and the employee. The employee shall provide the Employer with satisfactory evidence of his/her hospitalization. Any cost associated with the provision of this evidence will be at the expense of the employer.
- 22.06 (a) The calendar year shall extend from January 1<sup>st</sup> to December 31<sup>st</sup>, for the purposes of this article.
- 22.06 (b) The vacation year is defined as the calendar year. Vacation entitlement shall be determined as of January 1<sup>st</sup> of each year according to the provisions of Article 22. The Employer shall advise each employee in writing in the first month of each calendar year of the amount of vacation he/she is entitled to for the current year, and such notice shall also include any vacation entitlements carried over from previous years.
- 22.07 Vacation entitlement shall be pro-rated based upon time worked and/or paid by the Employer. Unpaid leaves, including Workers Compensation and/or LTD or periods of lay-off shall not be included for vacation entitlement calculation.
- 22.08 All employees covered by this collective agreement shall be permitted to carry forward one (1) week of vacation entitlement to the following calendar year. Such time carried over must be used by March 31<sup>st</sup> of the following calendar year.
- 22.09 If an employee is unable to take his/her vacation entitlement during the calendar year because of operational requirements or medical reasons he/she shall be entitled to receive pay at the applicable rate in lieu of vacation.
- 22.10 Upon the death of an employee, his/her estate or beneficiary shall be entitled to an



amount equal to any vacation earned but not used.

#### ARTICLE 23 - SICK LEAVE AND MEDICAL FITNESS

- 23.01 All employees covered by this Agreement, after having worked sixty (60) days shall accumulate sick leave at the rate of one and one-half (1 ½) days per calendar month worked, retroactive to date of employment to a maximum accumulation of two hundred (200) working days. Days absent from work on sick leave will be deducted from the accumulated credits.
- 23.02 An employee claiming sick leave must provide a certificate or medical prognosis as requested by the Employer from a physician who was treating him/her after five (5) consecutive working days of illness detailing the employee's ability to meet the requirements of their position. Such certificate or medical prognosis must be in a form legible to the Employer and supportive of the employee's medical requirement for sick leave. If such medical certificate or prognosis is not produced, the employee shall have no claim for pay in respect to his/her absence from work.
- 23.03 In the case of an absence of an employee due to sickness, the matter will be reported to the Employer, by phoning his/her Supervisor or designate and leaving a voice message if there is no answer, or by other means agreed to between the Supervisor and the Employee, at least one (1) hour prior to the time such employee's work commences on the day of the illness and, if instructed by the supervisor, on each subsequent day. The Employer reserves the right to send someone to investigate any reported illness of an employee.
- 23.04 When an employee has been absent on sick leave and has been advised that daily call in is no longer required, the employee shall report his/her availability for work to the Employer no later than 12 Noon on the day prior to the day the employee intends to report back for duty. If required by the Employer, the employee shall submit a certificate from the physician who was treating him/her, certifying that he/she is able to carry out the normal duties of his/her work.
- 23.05 When an employee is on sick leave, compensation or leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick-leave credit for the period of such absence, but shall retain his/her accumulated credit, if any, existing at the time of such leave or layoff except for deductions while on sick leave.
- 23.06 When an employee is absent from work by reason of personal injury resulting from an accident arising out of and in the course of employment, and such injury is compensable pursuant to the *Workers' Compensation Act*, as amended from time to time, the following benefits shall be available to such employee:



- (a) During the period of absence from work due to an injury covered by this Article, the Employer shall maintain the Employer's contributions to the benefit and pension plans in which the employee is a participant.
- (b) The Employer shall pay the employee the maximum allowable under the *Workers' Compensation Act* prior to approval of the employee's claim by the Workers' Compensation Board and for the period of the employee's absence from work.
- (c) "Maximum amount allowable" for the purposes of this Article shall mean the maximum amount the Employer is able to recover from the Workers' Compensation Board on account of the employee's entitlement to Workers' Compensation benefits.

The Employer will pay the employee an amount in addition to the award by the Board which is sufficient to enable the employee to receive an amount equal to his/her net regular salary (after regular benefits and deductions are computed).

Such additional amount shall be deducted from accumulated sick leave for a calendar period up to six (6) months. Such additional amount shall be discontinued in the absence of accumulated sick leave.

- (d) Under no circumstances shall the Employer be responsible for the payment of any amounts which do not result in direct financial benefit to the employee.
- (e) Recovery of benefits paid pursuant to this Article shall be made only from the Workers' Compensation Board. There shall be no recovery from any employee accrued benefit bank except as specified in 23.07.
- (f) A precondition to entitlement to any benefits or amounts pursuant to this Article is the filing of a claim by the employee with the Workers' Compensation Board. Entitlement to benefits will additionally be contingent upon the employee's compliance with and participation in the claims process of the Workers' Compensation Board.
- (g) Where an employee is injured on duty and files a claim with the Workers' Compensation Board, but that claim is denied by the Workers' Compensation Board, the Employer shall permit the employee to use his/her accrued sick leave entitlement. This shall include circumstances where the employee's absence was two days or less in duration.
- (h) Where an employee is injured in an accident as a result of which the employee is entitled to receive Worker's Compensation, the Employer will reimburse to the employee the 2/5 deduction of the first week of compensation where the loss of earnings from the injury does not exceed five weeks.



The Employer will reimburse the employee the 2/5 deduction of the first week of compensation where the loss of earnings from the injury does not exceed five weeks and this reimbursement shall be from the employee's sick bank or other available time bank. The amount so paid by the Employer will be computed and the equivalent number of days/hours will be deducted from the employee's bank. If WCB reimburses the 2/5 deduction, the employee's bank will be reinstated accordingly.

If the employee does not have any sick days in his/her sick bank or any other banked time available, then he/she shall only receive the maximum amount the Employer is able to recover from the Worker's Compensation Board on account of the employee's entitlement to Workers' Compensation Benefits.

- (i) Notwithstanding sub clauses (a) to (g) above, if the incapacity due to the accident qualifies an employee for disability pension, the above payments from the Employer shall cease when the disability pension commences.
- (j) At no time, while the employee is in receipt of W.C.B. benefits, shall they receive more than their net regular earnings.
- (k) This article shall come into effect for new claims filed after the date of the signing of this collective agreement.
- (l) While in receipt of W.C.B., employees will continue to accrue seniority while absent from work.

23.07 As soon as possible after the close of each calendar year, the Employer shall advise each employee in writing of the sick leave days accrued to his/her credit as of the end of the preceding year. (See note in back of agreement)

23.08 Fraudulently applying for and obtaining sick leave shall be cause of immediate discharge.

23.09 It shall be a condition of employment with the Employer that all employees shall be medically fit for the duties to which they are appointed.

23.10 A medical examination by a duly qualified medical practitioner acceptable to the Employer is required for new employees. The Employer shall pay for the examination. The employee agrees to authorize the medical practitioner to provide a written report on the examination to the Employer and employee.

#### ARTICLE 24 - LEAVE OF ABSENCE

24.01 Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations



with the Employer or with respect to grievances or arbitration.

24.02 Leave of absence with pay and without loss of seniority shall be granted upon two (2) weeks notice to the Employer, an employee elected or appointed to represent the Union at Union conventions, Union training and Union seminars provided no more than 2 employees shall be absent at any one time. Such time shall not exceed an aggregate of twenty (20) working days in any one calendar year for all employees attending such conventions, training and seminars.

24.03 Employees shall be allowed leave of absence with pay, and without loss of seniority, for the following reasons:

Birth or adoption of a child - Two (2) days

Personal Emergency/Family Illness

Employees shall be allowed leave of absence with pay, and without loss of seniority, for the following reasons:

In the case of an unscheduled emergency requiring the immediate attention of an employee or in the case of illness of a member of an employee's immediate family who permanently resides with the employee, or, with whom the employee permanently resides, or for those needs no one other than the employee can provide, the employee may be granted, after notifying his/her Department Head or designate, leave with pay and without loss of seniority.

The maximum paid leave per annum for this provision shall be three (3) days. The three (3) days referenced herein may not be taken consecutively unless required and approved on a daily basis.

Proof Required

The Department Head or designate may require proof of the need for such leave. Such leave obtained fraudulently shall result in disciplinary action up to and including dismissal.

24.04 The Employer shall grant leave of absence for a period not to exceed one year without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. The reasons for such leave of absence shall be kept confidential by the employer.

24.05 (1) (a) When death occurs to a member of the immediate family of an employee covered by this agreement, such employee shall be granted bereavement leave with no loss of regular earnings, benefits or seniority



for a period not to exceed seven (7) calendar days commencing on the date of death. Upon pre approval, one day may be held for the purpose of attending the funeral service/interment at a later date if the interment is held within the province. Should the interment be outside of the province, two (2) days may be held for burial (proof of the delay may be required). For the purpose of this article, members of the immediate family are the employee's: spouse, common-law equivalent, mother, father, foster parent, foster child, brothers, sisters, sons, daughters, former guardian, ward, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, grandparents and grandchildren.

(b) Any employee shall be granted two (2) additional days of Bereavement if a member of the immediate family dies or is buried outside the Province and the employee attends the funeral and such leave is required for reasonable travel to and from the funeral.

- (2) Two days' Bereavement Leave with pay (no loss of regular earnings) shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of any relative who at the time of death resided with the employee, or a funeral of a sister-in-law, brother-in-law, niece, nephew, aunt, or uncle, provided the day of the funeral is a normal working day.
- (3) Any such employee, while on Bereavement Leave with pay, shall receive the same regular rate of pay from the Employer as was in effect for the said employee immediately prior to going on Bereavement Leave.
- (4) In the event that some additional time is required for compassionate purposes an employee may request additional days of leave and such additional days of leave will not be unreasonably withheld. Such additional time is without pay.
- (5) Where the family of a current employee who passes away requests pallbearers from the Water Commission, the Employer shall grant time off for the funeral with no loss of regular earnings for a maximum of two (2) hours each for up to six (6) pallbearers.

24.06

(a) The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or a subpoenaed witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or witness fees, excluding payment for travelling, meals, or other expenses. No extra time or overtime will be allowed for time spent in these public duties. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her



employment shall be considered as time worked at the appropriate rate of pay.

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

24.07 The employer agrees to grant a leave of absence without pay to any employee who is elected/selected for a full time or temporary position within CUPE, CUPE Local 227 or any labour body the local is affiliated with for up to a one year period and such leave may be extended upon written request. Extensions shall be by mutual written agreement. Any pension or benefits plans may be continued, but such employee on leave must bear the total cost of such benefits. Such leave shall be without loss of seniority. Approval shall be subject to operational requirements and shall not be withheld unjustly.

24.08 The Employer recognizes the right of an employee to participate as a candidate in a federal, provincial or municipal election. The employer shall grant a leave of absence without pay but without loss of benefits, however, the employee must bear the total cost of such benefits, when such a request is made in writing by an employee. Such right for a leave of absence shall be subject to operational requirements determined by the Employer.

24.09 The Employer, upon request of the Union (minimum two (2) weeks' advance notice of request), shall grant a leave of absence without pay, but without loss of benefits and seniority, for the use of its members for the purpose of attending to Union business and the granting of such request shall not be unreasonably withheld. The Union will reimburse the employer for wages and benefits. It is agreed that the Employer will continue the employee's pay and bill the union for wages.

24.10 Notwithstanding anything else in this collective agreement, an employee who is on a leave of absence without pay for thirty (30) consecutive calendar days or less, shall retain and continue to accrue all rights, benefits and privileges provided by this collective agreement. (This shall not apply to union leave.)

24.11 (a) Any permanent full-time employee covered by this Agreement who, during a state of national emergency as proclaimed by the Government of Canada, leaves the employ of the Employer and immediately joins one of the Armed Services of Canada (including the Merchant Marine) shall, within one (1) month of this discharge from such Armed Service, be entitled to be re-employed by the



Employer.

(b) Such permanent full-time employee shall, during the time spent in the Armed Forces, retain his/her seniority and his/her rights to promotion. Upon being re-employed with the Employer, such employee shall be entitled to and shall be paid at the same rate of pay which he/she would then be receiving had he/she not joined the Armed Services.

## ARTICLE 25. PREGNANCY, PARENTAL AND ADOPTION LEAVE

25.01 (a) An Employee with more than one year of service is entitled to pregnancy leave under the provisions of this Agreement who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employments Benefit (S.E.B.).

(b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

(i) Where the Employee is subject to a waiting period of one (1) week before receiving E.I. Benefits, payments equivalent to seventy-five per cent (75%) of the Employee's weekly rate of pay for the week waiting period, less any other earnings received by the Employee during the benefit period;

(ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Employee is eligible to receive and ninety-three (93%) of the Employee's weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the E.I. benefits to which the Employee would have been eligible if no other earnings had been received during the period.

(c) For the purpose of this allowance an Employee's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of the Employee's pregnancy leave.

### (d) Protection of Position and Benefits

The Employee shall resume their former position at the position's applicable rate of pay upon return from leave.

Employees on pregnancy leave shall not accrue hours worked for the purpose of vacation, sick time or holidays. Employees on pregnancy leave shall continue to accrue seniority and service for the duration of the leave.

25.02 An employee who is on pregnancy, parental or adoption leave shall continue to accrue seniority while on such leave.



- 25.03       Pregnancy/parental/adoption leave shall not be deducted from an employee's accumulated sick leave credits.
- 25.04       An employee shall not accrue sick leave benefits while on pregnancy/parental adoption leave but shall see all accrued benefits suspended until the leave has expired.
- 25.05       If the employee is covered by the Employer's contributory benefit plans, he/she may continue his/her coverage and the 50/50 cost sharing arrangement shall continue for the duration of the leave. Arrangements for such payments suitable to the employer must be made at least one month before the employee goes on leave.

#### ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

- 26.01       The Employer agrees to pay wages every second week, in accordance with this Agreement. On each pay day each employee shall be provided with an electronic itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Upon request by an Employee, information will be available showing non-regular pay and shall be made available in a confidential manner and will normally be available to the employee by the Friday following payday.
- 26.02       Any errors or omissions on an employee's regular pay or overtime shall be adjusted no later than twelve (12) noon of the Friday immediately following pay day.
- 26.03       An employee may, upon giving at least three (3) day's notice, receive on the last office day preceding commencement of his/her annual vacation any pay which may fall due during the period of his/her vacation.
- 26.04       Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay of such employee's regular position, shall receive his/her regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 26.05       Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is higher than the rate of pay for such employee's regular position shall receive the higher rate of pay while so employed.
- 26.06       The Employer shall pay the fees for all tickets required by the Department of Labour for each employee who is required by the Employer to renew such tickets that are a requirement for their classification.
- 26.07 (a)   All employees required to use their own vehicles for the Employer's business during working hours, travel shall be reimbursed for all kilometrage accumulated



according to the Employer's Travel Policy and applicable rates.

- 26.07 (b) As a condition of employment, the Employer shall not require any employee to own an automobile, and the operation of an employee's automobile, for Employer business, shall be voluntary if requested by the Employer.

#### ARTICLE - 27 JOB CLASSIFICATION AND RECLASSIFICATION

- 27.01 Existing classifications shall not be eliminated until prior discussions have been held with the Union. Four (4) months before the elimination of any existing classification the Employer shall notify the Union, in writing, of the proposed change.
- 27.02 When the duties in any classification are changed, or where the Union and/or the employee feels he/she is unfairly or incorrectly classified, he/she shall submit a claim in writing to the Union, supported by sufficient evidence to substantiate such claim. The Union representatives will present the information to the Employer in a meeting set to discuss the reclassification. The parties will go through the reasons why the Employee(s) feel they are unfairly or incorrectly classified. If the parties are unable to agree on the reclassification, such dispute may be settled by grievance arbitration. Retroactivity shall be effective thirty (30) days prior to the date the Union initiated the request, in writing, for the reclassification.
- 27.03 (a) When any position not covered by this Agreement is established during the term of this Agreement, advance notice will be given to the Union prior to posting to allow for a meeting to take place between the parties to discuss the proposed job description and rate of pay.
- 27.03 (b) When any position not covered by this Agreement is established during the term of this Agreement, the rate of pay and hours of work shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay and hours of work of the job in question, such dispute may be settled through the arbitration process. The new rate shall become retroactive to the time the position was first filled by an Employee.

#### ARTICLE 28 - EMPLOYEE BENEFITS

- 28.01 Pursuant to Section 12.4 of the Halifax Regional Water Commission Employees' Pension Plan, there shall be a Pension and Benefits Advisory Committee whose role and mandate shall include receipt of information about the pension and benefits plans, discussion of proposed changes to the pension and benefits plans, and the provision of recommendations to all stakeholders.
- 28.02 The Employer shall continue the present Extended Health Plan, Group Life



Insurance Plan and Long-Term Disability Plan. The premium cost and reasonable expenses of these plans will be shared 50/50 between the Employer and the employees. Any proposed changes in these plans will be discussed first through the Pension and Benefits Committee. No changes will be made to these plans without the written agreement of the Union.

28.03 The Employer shall continue the present Pension Plan as a defined benefit plan. The actuarial normal cost/current service cost (including plan expenses) of the Pension plan will be shared 50/50 between the Employer and the employees, subject to regulatory approval. Any proposed change to the Pension Plan may be discussed first through the Pension and Benefits Advisory Committee; however, other than those changes required by statute, no changes may be made to the Pension Plan without the written agreement of the Union.

28.04 Employees who currently participate in the Halifax Regional Municipality Pension Plan will continue to remain members of that plan. The Employer shall pay the required employer contributions to the Halifax Regional Municipality Pension Plan for those employees who are members of that plan.

#### ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The Employer, the Union and the Employees recognize that they are bound by the provisions of the Occupational Health and Safety Act (Nova Scotia) and its Regulations.

29.02 Joint Occupational Health and Safety Committees shall be established at each workplace of twenty or more of Halifax Regional Water Commission personnel. Each Committee shall promote safety and sanitary practices in compliance with the Occupational Health and Safety Act.

29.03 a) The Joint Occupational Health and Safety Committees shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous, or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union. Minutes of the most recent committee meeting shall be posted on official bulletin boards.

b) The Joint Occupational Health and Safety Committee shall have two co-chairpersons. The Union shall appoint one chairperson and the employer shall appoint one co-chairperson, and the co-chairpersons shall alternate the chairing of the Committee meetings.

c) In the event of an accident or Occupational Health and Safety incident, a Union representative and an Employer representative of the Joint Occupational Health and Safety Committee shall be notified and allowed to co-investigate the



hazardous occurrence as part of their committee duties.

- 29.04 The employer agrees to provide such safety and protective clothing as may be required in the workplace. Members of the Joint Occupational Health and Safety Committees will also be provided with, or have access to, such safety and protective clothing as may be necessary to carry out their duties.
- 29.05 (a) No employee shall be disciplined by the Employer for exercising his/her right to refuse unsafe work as provided under the Occupational Health and Safety Act of Nova Scotia.
- (b) The Employer shall not engage in any reprisals or discriminatory action as set out in The Occupational Health and Safety Act.
- (c) Any work refusal pursuant to the Occupational Health and Safety Act shall be governed by all relevant provisions of the Act.
- 29.06 Hard hats shall be supplied by the Employer and are to be worn by all employees while at work for the Employer except in designated areas. Eye protection equipment will be supplied to the employee by the Employer and must be used when running lead joints, welding, handling chemicals, etc., or while in any area where there exists the possibility of a hazard to the eyes.
- Approved safety equipment will be supplied to and shall be used by qualified employees as required when handling chlorine or other injurious chemicals. The Employer will issue rubber suits and rubber boots to employees who require same for their work. Any employee receiving such equipment shall sign for the same and be responsible for the care and return of the articles issued and for the cost thereof if the same are not returned.
- 29.07 Driving competency tests by authorities recognized by the Employer will be required at the time of application for:
- (1) An applicant for a position in a classification that requires the operation of an Employer's vehicle and who at the time of application is not an employee of the Employer;
  - (2) An applicant for a position in a classification that requires the operation of an Employer's vehicle and who at the time of application does not regularly drive an Employer's vehicle;
  - (3) An applicant for a position in a classification that requires the operation of an Employer's vehicle rated higher than one-ton capacity and who at the time of the application does not regularly operate an Employer's vehicle rated higher than one-ton capacity.



This sub-class (3) may not apply to present recognized spare driver.

- 29.08 Driving competency tests by authorities recognized by the Employer may be required for:
- (1) An employee in a classification that requires the operation of an Employer's vehicle, who has suffered a serious disability or illness which affects his/her driving capabilities (as reported by the medical practitioner under Article 23.11) and which is not or cannot be corrected.
  - (2) Any employee in a classification that requires the operation of an Employer's vehicle whose driving performance record shows two or more serious accidents within a 24-month period and who is at fault for such accidents.
- 29.09 The employer shall provide proper sanitary facilities to the employees covered by this agreement, when the employees are on a job site that will require them to remain at the site for an extended period of time.
- 29.10 Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident or incident shall be at the expense of the Employer.
- 29.11 An employee who is injured during working hours and is required to leave for immediate medical treatment or is sent home by the Employer as a result of such injury shall receive payment for the remainder of his/her regular shift at his/her regular rate of pay (not overtime), without deduction from sick leave.

#### ARTICLE 30 - TECHNOLOGICAL CHANGES

- 30.01 Technological change is defined as the introduction of equipment or material not previously used in the operation, and/or a change in the manner in which the Employer carries on the work or business that is directly related to the introduction of that equipment or material, and which results in the elimination of permanent full-time positions within the bargaining unit.
- 30.02 Four (4) months before the introduction of any technological or other changes or methods of operation which affect conditions of employment, wage rates, or work loads of employees covered by this Agreement, the Employer shall notify the Union of the proposed change.
- 30.03 An employee who is rendered redundant or displaced from his/her job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace employees with less seniority provided he/she is able to perform the job.



30.04 In accordance with Article 30.01 the Union shall be notified in writing of the following:

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

30.05 All new classifications or positions created as a result of technological change, or current job classifications which are changed as a result of technological change, shall be automatically included in the Bargaining Unit unless the Union and the Employer mutually agree to exclude them. If the parties are unable to agree on a classification and/or rate of pay for the job in question, the issue shall be resolved in accordance with Article 27 (changes in classification).

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

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

#### ARTICLE 31 - JOB SECURITY

31.01 No employee shall be laid off or suffer a loss of regular earnings as a result of contracting out of work performed by employees in the bargaining unit.

#### ARTICLE 32 - NO STRIKE OR LOCKOUT

32.01 The Union and Employer agree that during the life of this Agreement there will be no strike or lockout. The terms "strike" and "lockout" shall be as defined in the Trade Union Act.



## ARTICLE 33 - UNIFORM AND CLOTHING ALLOWANCE

- 33.01 The Employer agrees to provide safety and protective clothing and uniforms that are of such a nature that would not ordinarily be provided by an employee to those employees that require such, and the Employer agrees that allocation will be a matter to be negotiated by the Labour Management Committee.
- (a) The Employer agrees to provide all employees covered by this collective agreement with the following items of protective clothing, as required:
- coveralls or overalls of the employee's choice – two pairs a year;
  - hardhats (C.S.A. approved);
  - work boots or safety shoes (of the employee's choice) with cost subject to employer financial limit per pair;
  - hearing protection, hard hat clip-ons or inserts (of the employee's choice);
  - insulated gloves;
  - steel-toed rubber boots;
  - rain-gear;
  - winter jacket and pants, as required but not less than every 7 years to employees that primarily work outside and choose to have a set in lieu of winter coveralls or overalls.
- (b) As required, Employees of Wastewater, the Asphalt and Sewer Sections will receive an additional allotment of up to four (4) extra pairs of coveralls, four (4) extra pairs of gloves, and four (4) extra pairs of rubber gloves.
- (c) Employees engaged in asphalt work shall receive appropriate asphalt boots, in addition to their regular allotment of boots, as required.
- 33.02 The Employer agrees to provide each employee covered by this Agreement with one pair of winter safety boots or shoes and one pair of summer safety boots or shoes if required by the employee once each calendar year.
- 33.03 The Employer agrees to provide employees who require them with winter and summer coveralls. Replacement coveralls will be issued upon the employee turning in to the Employer any worn out or unserviceable coveralls.
- 33.04 Before the replacement of issued clothing is made, the employee must notify his/her department head that such replacement is necessary. Replacement clothing or boots shall not be unreasonably withheld.
- 33.05 Laundry facilities are provided on site for the purpose of cleaning work clothes and uniforms. Under no circumstances are employees to use the machines for any other purpose.



#### ARTICLE 34 - GENERAL CONDITIONS

- 34.01 At each depot the Employer shall provide lunch room facilities, facilities to change and store clothes, and shower, wash-up and toilet facilities.
- 34.02 The Employer shall provide bulletin boards which shall be placed so that employees will have access to them, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 34.03 It is the responsibility of all employees to immediately notify the Employer of any loss of or failure to renew any licenses/certifications required in the course of their employment. The Employer shall consider reclassification if feasible and the employee shall be paid the appropriate wage rate. Such reclassification will not result in the displacement of other employees.
- The Employer has the right to require proof of possession of valid required licenses/certifications.
- 34.04 The Employer agrees to pay the costs associated with a mandatory medical assessment as required by the Registry of Motor Vehicles, including an eye examination, by all employees required to possess a Class 1 or Class 3 license. An employee required to possess a driver's license will be reimbursed by the Employer for the cost of obtaining and/or renewing the license.

#### ARTICLE 35 - PRESENT CONDITIONS AND BENEFITS

- 35.01 All rights and benefits arising from Employer policies which the employees covered by this Agreement now enjoy or possess as employees of the Employer shall be continued to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be eliminated or modified by the Employer to accommodate changing conditions and/or for just or reasonable cause.
- 35.02 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires. Where the term "employee" is used, unless otherwise specified, it shall mean only those employees who are members of the Union and covered by this Agreement.
- 35.03 Continuation of Acquired Rights - All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law not existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.



- 35.04      Amalgamation or Merger - In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend to the new Employer that:
- (1)      All Employees shall be credited with all seniority rights with the new employer in effect at the time of amalgamation or merger.
  - (2)      All accumulated credits in the present Pension Plan, extended Health Plan, Group Life Insurance Plan, Long Term Disability Plan, Vacation Schedule and Sick Leave Program shall be recognized by the new employer.
  - (3)      Conditions of employment and wage rates for employees who become employees of the new employer shall be no less than such conditions and wage rates in effect at the time of a merger or amalgamation.
  - (4)      No employee at the time of merger or amalgamation shall suffer a loss of employment as a result of a merger or amalgamation.
- 35.05      The Employer agrees to continue an Employee Assistance Program and such program shall be the financial responsibility of the Employer.

#### ARTICLE 36 - VEHICLE COLLISION

- 36.01      An employee covered by this Agreement who, while operating an Employer's owned or rented vehicle, becomes involved in any collision or accident with the said vehicle will continue to receive his/her normal rate of pay until the investigation of the collision or accident has been completed by the Employer.
- 36.02      Any employee involved in an accident or collision may be taken off his/her driving duties by the Department Head and given alternate employment until the investigation of the accident or collision is completed by the Employer.

#### ARTICLE 37 - INCLEMENT WEATHER PAY

- 37.01      An employee covered by this Agreement who is sent home by the Employer due to inclement weather shall be paid at the prevailing rate for the remainder of the shift.
- 37.02      An employee covered by this Agreement who reports to work on the instruction of the Employer and is subsequently advised that he/she will be unable to perform work due to inclement weather shall be paid at the prevailing rate for the remainder of their shift. However, the Employer may assign alternate work to such an employee provided the employee is qualified to do the alternate work assigned.
- 37.03      All employees covered by this Agreement who have more than one year's service



and who report to work on the instruction of the Works Superintendent or his/her designate and are then advised they will be unable to perform work due to inclement weather shall be paid a full half day at the prevailing rate of pay; provided, however, the Employer may assign alternate work to such employees.

#### ARTICLE 38 - DURATION AND TERMINATION OF AGREEMENT

- 38.01 This Agreement shall be binding and remain in effect for a sixty month term certain, commencing November 1, 2018, and ending October 31, 2023, and shall continue thereafter from year to year unless either party gives to the other party notice in writing, at least ninety (90) days prior to the 31st of October, 2023 or ninety (90) days prior to the 31st of October in any subsequent year, that it desires its termination or amendment.
- 38.02 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. All such changes shall be agreed upon in writing and signed by both parties.
- 38.03 Retroactive pay will be paid to former employees who have retired since November 1, 2018 (based on hours worked).

#### ARTICLE 39 - JOINT JOB EVALUATION

- 39.01 If during the life of the Agreement both parties feel the necessity to carry out a Job Evaluation Program, the parties agree in writing that a Joint Job Evaluation Committee will be established to assure the maintenance and implementation of the job evaluation program. The Committee may include one professional CUPE representative.
- 39.02 Upon completion of the evaluation of all jobs/positions in the bargaining unit, and the agreement thereto by the parties, the parties agree that the results of the Job Evaluation Program shall be implemented within a period of no longer than six (6) months or as extended by agreement.
- 39.03 If the Committee is unable to reach an agreement as to the type of job plans or the maintenance and implementation thereof, such disagreements will be dealt with in accordance with the provisions of Articles 12 and 13 herein.
- 39.04 Employees attending any meetings of the Joint Job Evaluation Committee shall not suffer any loss of pay or benefits for time spent attending such meetings held during regular working hours.

#### ARTICLE 40 - BENEFIT & BINDING

- 40.01 Following the signing of this Agreement both parties shall adhere fully to the terms of this Agreement during any subsequent period of bona fide collective



bargaining, and if negotiations extend beyond the anniversary date of this Agreement any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date. The terms of this agreement are effective date of signing with the exception of wages, overtime and shift premium which shall be effective retroactive to November 1, 2018.

40.02 This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

**\*NOTE regarding Article 23.07**

When the Employer moves to an upgraded payroll system, Employees will be provided with their sick time balances on their pay statements.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

) HALIFAX REGIONAL WATER COMMISSION

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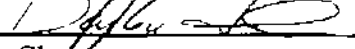
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Per:   
Chairperson

Per:   
General Manager

) CANADIAN UNION OF PUBLIC EMPLOYEES

) LOCAL UNION NO. 227

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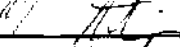
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Per:   
President

Per:   
Recording Secretary



**SCHEDULE "A" CLASSIFICATION AND PAY PLANS**

Effective November 1, 2018 to October 31, 2023

<b>Job Title</b>	<b>Hours of Work</b>	<b>Nov. 1, 2018</b>	<b>Date of Signing</b>	<b>Nov. 1, 2019</b>	<b>Nov. 1, 2020</b>	<b>Nov. 1, 2021</b>	<b>Nov. 1, 2022</b>
<b>Utility Technicians</b>		2.50%		2.25%	2.25%	2.00%	2.00%
Utility Technician II	2080	38.36		39.22	40.10	40.90	41.72
Utility Technician I	2080	33.75		34.51	35.29	36.00	36.72
<b>Wastewater Treatment Facilities</b>							
Process Technician, Level 4 Certification	2080	31.58		32.29	33.02	33.68	34.35
Process Technician,/Lab Analyst, Level 3 Certification	2080	30.97		31.67	32.38	33.03	33.69
Process Technician,/Lab Analyst, Level 2 Certification	2080	30.32		31.00	31.70	32.33	32.98
Process Technician,/Lab Analyst, Level 1 Certification	2080	28.94		29.59	30.26	30.87	31.49
Process Technician/Lab Analyst	2080	27.87		28.50	29.14	29.72	30.31
Bio Solids Handler Operator (Present Incumbent Only)	2080	27.12		27.73	28.36	28.93	29.51
Bio Solids Truck Driver - Aerotech	2080	26.07		26.66	27.26	27.81	28.37
Building Process Maintainer	2080	25.66		26.24	26.83	27.37	27.92
<b>Water Treatment Facilities</b>							
Day Operator, Level 4 Certification	2080	32.30		33.03	33.77	34.45	35.14
Lead Operator, Level 4 Certification	2080	34.47		35.25	36.04	36.76	37.50
Water Treatment Plant Operator, Level 4 Certification	2080	31.58		32.29	33.02	33.68	34.35
Day Operator, Level 3 Certification	2080	31.58		32.29	33.02	33.68	34.35
Lead Operator, Small Systems, Level 3 Certification	2080	33.76		34.52	35.30	36.01	36.73
Water Treatment Plant Operator, Level 3 Certification	2080	30.97		31.67	32.38	33.03	33.69
Water Treatment Plant Operator, Level 2 Certification	2080	30.32		31.00	31.70	32.33	32.98
Water Treatment Plant Operator, Level 1 Certification	2080	28.94		29.59	30.26	30.87	31.49
Water Treatment Plant Operator in training	2080	27.87		28.50	29.14	29.72	30.31
Building Process Maintainer	2080	25.66		26.24	26.83	27.37	27.92



Job Title	Hours of Work	Nov. 1, 2018	Date of Signing	Nov. 1, 2019	Nov. 1, 2020	Nov. 1, 2021	Nov. 1, 2022
<b>Industrial Electrician</b>	2080	33.75		34.51	35.29	36.00	36.72
Heavy Duty Mechanic	2080	30.40		31.08	31.78	32.42	33.07
Garage and Plant Mechanic	2080	29.28		29.94	30.61	31.22	31.84
Building Stores Attendant	2080	27.12		27.73	28.36	28.93	29.51
<b>Wastewater Operations</b>							
Sub Foreman	2080	29.07		29.72	30.39	31.00	31.62
Collection Systems Operator 2	2080	27.82		28.45	29.09	29.67	30.26
Pumping Station Service Person Level 2	2080	27.82	28.32	28.96	29.61	30.20	30.80
Pumping Station Service Person Level 1	2080	27.12	27.62	28.24	28.88	29.46	30.05
Pumping Station Service Person Apprentice	2080		24.62	25.17	25.74	26.26	26.79
CCTV Operator	2080	27.12		27.73	28.36	28.93	29.51
Collection Systems Operator 1	2080	27.12		27.73	28.36	28.93	29.51
Collection Systems Apprentice	2080	24.21		24.76	25.32	25.83	26.35
Utility Operator/Wastewater Maintainer (present incumbent only)	2080	24.51		25.06	25.62	26.13	26.65
Building Process Maintainer	2080	25.66		26.24	26.83	27.37	27.92
<b>Utility Locator</b>							
**Utility Locator II	2080	27.82		28.45	29.09	29.67	30.26
**Utility Locator I	2080	27.12		27.73	28.36	28.93	29.51
<b>Water Operations</b>							
Sub Foreman	2080	29.07		29.72	30.39	31.00	31.62
Utility Operator, Level 3	2080	28.53		29.16	29.82	30.42	31.03
Utility Operator, Level 2	2080	27.82		28.45	29.09	29.67	30.26



<b>Job Title</b>	<b>Hours of Work</b>	<b>Nov. 1, 2018</b>	<b>Date of Signing</b>	<b>Nov. 1, 2019</b>	<b>Nov. 1, 2020</b>	<b>Nov. 1, 2021</b>	<b>Nov. 1, 2022</b>
Utility Maintenance	2080	27.82		28.45	29.09	29.67	30.26
Utility Operator, Level 1	2080	27.12		27.73	28.36	28.93	29.51
Service Department Operator*	2080	26.39		26.98	27.59	28.14	28.70
Utility Worker Apprentice	2080	24.21		24.76	25.32	25.83	26.35
Labourer	2080	23.51		24.04	24.58	25.07	25.57
<b>Field Service Technician</b>							
Field Service Technician, Level 4	2080	27.82					
Field Service Technician, Level 3	2080	27.12					
Field Service Technician, Level 2	2080	26.39					
Field Service Technician, Level 1	2080	25.66					
<b>"New" Field Service Technician</b>							
Sub Foreman - FST	2080		29.07	29.72	30.39	31.00	31.62
Field Service Technician, Level 2	2080		27.82	28.45	29.09	29.67	30.26
Field Service Technician, Level 1	2080		27.12	27.73	28.35	28.93	29.51
<b>Student</b>	2080	15.23		15.57	15.92	16.24	16.57



## **SCHEDULE "B" ADMINISTRATION OF TWELVE-HOUR SHIFTS**

The main body of the Collective Agreement applies to 12-hour shifts except to the extent it is altered by Schedule "B".

1. Water Supply Plant Operators on a shift basis, shall work according to the following shift schedule: 8:00 p.m. to 8:00 a.m. and 8:00 a.m. to 8:00 p.m., except for the period beginning 8:00 a.m. on Wednesday to 8:00 a.m. on Thursday, when the schedule is 8:00 a.m. to 4:00 p.m. Wednesday, 4:00 p.m. to 12 midnight Wednesday, and 12 midnight Wednesday to 8:00 a.m. Thursday. The average working hours per week over a period of one year shall not be more than forty (40) for such shift employees.
2. Employees on regular shift work who are required to work on their days off shall receive double their rate of pay for hours so worked.
3. If a holiday (as defined in Article 21) falls on an employee's regular 12-hour shift, he/she shall receive double his/her regular rate of pay for the hours worked, plus eight (8) hours pay in recognition of the holiday, or he/she shall be paid his/her regular rate of pay for the hours worked and be entitled to twenty (20) hours off at a time mutually agreeable to the Department Head and the employee concerned. The shift worker who is off duty shall receive eight (8) hours pay, or eight (8) hours time off at a time mutually agreeable to the Department Head and the employee concerned, in recognition of the holiday. Holiday pay and overtime, or equivalent time off at a later date, will not exceed a total of eighty (80) hours at the regular rate for each holiday for the four (4) Water Supply Plant Operators for J. D. Kline Water Treatment Plant and a total of eighty (80) hours at the regular rate for the four (4) Water Supply Plant Operators for Lake Major Water Treatment Plant.
4. (a) If a shift operator is absent from his/her scheduled 8:00 a.m. to 8:00 p.m. shift, a spare operator will work his/her regular 8-hour shift from 8:00 a.m. to 4:00 p.m., and one of the regular operators who is off duty will work from 4:00 p.m. to 8:00 p.m. at the prevailing rate.  
  
(b) If a shift operator is absent from his/her scheduled 8:00 p.m. to 8:00 a.m. shift, the spare operator will work from midnight to 8:00 a.m. at straight time with the next day off. One of the regular operators who is off duty will work from 8:00 p.m. to midnight at the prevailing rate.
5. On weekends and holidays one of the regular operators off will work the shift if an operator is off.
6. Relief shift operators must complete two consecutive 8-hour shifts for the same operator before being eligible for overtime.
7. A weekend premium for shift operators who work between the hours of 8:00 a.m. to 4:00



p.m. shall apply for Saturdays and Sundays. The premium shall be one dollar and seventy-five cents (\$1.75) per hour.

8. Employees working shift work between 4:00 p.m. and 8:00 a.m. and employees working on special assigned work (as specified in Article 18.03) shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked.
9.
  - (a) Shift workers who work 8:00 p.m. to 8:00 a.m. as their regular shift and who are required to work and who work on the same day from 8:00 a.m. to 4:00 p.m., shall receive one and one-half ( $1 \frac{1}{2}$ ) times their regular rate of pay for all hours worked between 8:00 a.m. and 4:00 p.m. If they are required to work and work on the same day from 4:00 p.m. to 8:00 p.m., they shall receive double their regular rate of pay for all hours worked between 4:00 p.m. and 8:00 a.m.
  - (b) Shift workers who work 8:00 a.m. to 8:00 p.m. as their regular shift and who are required to work and who work on the same day between 8:00 p.m. to midnight shall receive one and one-half ( $1 \frac{1}{2}$ ) times their regular rate of pay for all hours worked between 8:00 p.m. and midnight. If they are required to work between the hours of midnight to 8:00 a.m., they shall receive twice their regular rate of pay for all hours worked between midnight and 8:00 a.m.
  - (c) If a shift worker working 8:00 a.m. to 8:00 p.m. whose regular shift the following day is 8:00 a.m. to 8:00 p.m. is required to work a double shift from 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m. he/she shall receive the following eight (8) hours off with pay.
10. Call-in for overtime - step procedure:
  1. One of the two operators off (in accordance to existing call-out rotating list).
  2. Other regular operator.
  3. Relief operators.
11. If a paid holiday falls during a shift operator's vacation, the employee shall be entitled to eight (8) hours pay or eight (8) hours off at a time mutually agreeable to the Department Head and the employee.
12. Other than Clauses referred to in this Schedule, a working day is equivalent to eight (8) hours, and a 12-hour shift is equivalent to one and one-half ( $1 \frac{1}{2}$ ) days, and shall be so applied in the main body of the Agreement. Where the Agreement refers to months and calendar days, these references remain as specified.
13. If an operator fails to call in the operator who is scheduled for call-in, only the employee who actually works will be paid.



14. Past practice, as it applied during the period of 12-hour shifts to date, shall remain in effect except as modified by the Collective Agreement, including this Schedule "B".



## SCHEDULE "C" SERVICE DEPARTMENT OPERATIONS - SCHEDULE

### Service Department Operators

- Where Service Department Operators are scheduled on a four (4) week rotation, each Operator shall be scheduled to work one (1) week of evenings and three (3) weeks of days.
- In circumstances such as temporary vacancies or during illnesses, the rotation may be reduced to one in three, or one in two to account for the vacancy.
- When assigned to days, the hours of work shall be as defined in section 18.01 of this collective agreement.
- When assigned to nights, the hours of work shall be Monday to Friday, from 4:00 pm to 12:00 am including a 30 minute paid lunch period.
- When assigned to nights, each Service Department Operator will be assigned to be on-call for the period 12:00 am to 8:00 am, Tuesday to Friday and for the period 12:00 am Saturday to 8:00 am Monday for the weekend period at the conclusion of their week on call.
- When the day appointed for two (2) Service Department Operators to transfer responsibility falls on a Holiday, both Employees will be compensated for the time spent in transferring the company vehicle. Compensation will be at prevailing rate and will be based on the time required to travel from their normal place of residence to the depot and return.



## SCHEDULE "D" WASTEWATER TREATMENT PLANT - SCHEDULE

Employees working in one of the following Wastewater Treatment Facilities shall work the following schedule:

### Herring Cove Wastewater Treatment Facility

Process Technicians:

Mon. – Sat. (7:00am - 7:00 pm)

Sun. (7:00am - 3:00 pm)

In a 2 week rotation PTs are on Mon. & Tue., off Wed. & Thurs., on Fri., Sat., & Sun., off Mon. & Tues., on Wed. & Thurs., off Fri., Sat. & Sun.

Building Process Maintainer:

Mon. - Fri. (7:00am - 3:00 pm)

### Dartmouth Wastewater Treatment Facility

Process Technicians:

Mon. – Sat. (7:00 am - 7:00 pm)

Sun. (7:00 am - 3:00 pm)

In a 2 week rotation PTs are on Mon. & Tues., off Wed. & Thurs., on Fri., Sat., & Sun., off Mon. & Tues., on Wed. & Thurs., off Fri., Sat. & Sun.

Building Process Maintainer:

Mon. - Sat. (7:00 am - 7:00 pm)

Sun. (7:00am - 3:00 pm)

Building Process Maintainers @ DWWTF follow the same schedule as the DWWTF Process Technicians.

### Halifax Wastewater Treatment Facility

Day Process Technicians:

Mon - Fri (8:00 am - 4:00 pm)

Shift Process Technicians:

Mon - Sun (7:00 am - 7:00 pm) and (7:00 pm - 7:00 am)

24 hr coverage

In a 2 week rotation PTs are on five days/ nights, off two days/ nights, on two days/ nights , off five days/ nights

PTs change from day shift to night shift every four weeks, and then from night shift to day shift every four weeks.

Building Process Maintainer:

Mon - Sat (7:00am - 7:00pm)

Sun (8:00am - 4:00pm)



## SCHEDULE "D" (continued)

### Mill Cove

2	Process Technicians	12 hour shift (6:00 AM - 6:00 PM)
2	Process Technicians	8 hours Monday- Friday (8:00 AM - 4:00 PM)
1	Lab Analyst	8 hours Monday- Friday (8:00 AM - 4:00 PM)
1	Building Process Maintainer	8 hours Monday- Friday (8:00 AM - 4:00 PM)

#### Shift Schedule for Mill Cove 12 hour shift

Days of Week	Process Technician 1	Process Technician 2
Mon/Tues	On	Off
Wed/Thurs	Off	On
Fri/Sat/Sun	On	Off
Mon/Tues	Off	On
Wed/Thurs	On	Off
Fri/Sat/Sun	Off	On

### Eastern Passage

2	Process Technicians	8 hours Monday- Friday (8:00 AM - 4:00 PM)
1	Building Process Maintainer	8 hours Monday- Friday (8:00 AM - 4:00 PM)

### Timberlea

2	Process Technicians	8 hours Monday- Friday (8:00 AM - 4:00 PM)
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### Community Plants

2	Process Technicians	8 hours Monday- Friday (8:00 AM - 4:00 PM)
1	Building Process Maintainer	8 hours Monday- Friday (8:00 AM - 4:00 PM)

### Aerotech

3	Process Technicians	8 hours Monday- Friday (8:00 AM - 4:00 PM)
3	Biosolids Truck Driver-Aerotech	8 hours Monday-Friday (8:00 AM - 4:00 PM)



**Leachate**

**1 Process Technician 8 hours Monday- Friday (8:00 AM - 4:00 PM)**

**Process Technician Float Position Shift Pattern**

<b>Days of Week</b>	<b>Process Technician 1</b>	<b>Process Technician 2</b>
<b>Mon/Tues</b>	<b>On</b>	<b>Off</b>
<b>Wed/Thurs</b>	<b>Off</b>	<b>On</b>
<b>Fri/Sat/Sun</b>	<b>On</b>	<b>Off</b>
<b>Mon/Tues</b>	<b>Off</b>	<b>On</b>
<b>Wed/Thurs</b>	<b>On</b>	<b>Off</b>
<b>Fri/Sat/Sun</b>	<b>Off</b>	<b>On</b>



## SCHEDULE "E" BENNERY LAKE TREATMENT PLANT - SCHEDULE

Employees working at the Bennery Lake treatment plant shall work the following schedule:

Lead Operator: Monday to Friday, 7:00 am to 3:00 pm with a 30 minute paid lunch.

Regular Operator: Friday to Tuesday, 8:00 am to 4:00 pm with a 30 minute paid lunch. Hours of work for the regular operator can be adjusted by the supervisor on 7 days advance notice such that the start time may be anywhere from 7:00 am to 9:00 am.

It is understood that this plant is staffed 365 days per year. One of the two operators must staff the plant on each statutory holiday. The operator working the statutory holiday will be paid at double time or time off in lieu. When the holiday falls on a day when only one operator is working (W, Th, Sat, Sun), then the operator normally assigned shall work that day. When the holiday falls on a day when both operators are scheduled to work then, the lead operator will have the option of working the statutory holiday or taking it as a day off.



## SCHEDULE "F" LEAK DETECTION

### Leak Detection

The parties recognize the existing practice regarding the scheduling of leak detection work for a night shift on short notice. The parties acknowledge and agree that this practice is limited to the performance of duties related to Leak Detection.

1. Water Distribution Employees may be required on short notice to work a night shift in lieu of their regular day shift the following day to perform certain duties related to leak detection.
2. In such circumstances the hours worked on the night shift shall be at straight time provided the Employee is not required to work their regular day shift the following day.
3. It is recognized that the leak detection shift will begin at 10 p.m. and any Employee who is currently working a day shift on the same day, will be dismissed from the workplace not later than 2 p.m. with no loss of pay. The leak detection shift will end at 6 a.m. the following morning.
4. Employees shall receive a shift differential in accordance with the Collective Agreement.
5. If the Employee has already worked forty (40) hours that week, the regular overtime (Article 19) provisions shall apply.



Letter of Understanding Duty to Accommodate

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of her/his position due to a mental or physical disability or any other protected grounds as defined in the Nova Scotia *Human Rights Act*, the Employer and the Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability can best be accommodated as covered by applicable legislation.

The Parties agree that they will attempt to accommodate Employees with consideration as follows:

- (a) in her/his current position;
- (b) in her/his current classification;
- (c) in another classification with equivalent hours/salary, but for which the Employee possesses the requisite minimum knowledge, skills and abilities;
- (d) in another classification which does not have equivalent hours/rate of pay, but for which the Employee possesses the requisite minimum knowledge, skills and abilities.

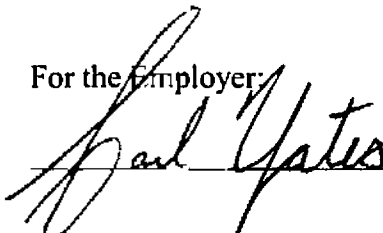
In considering the feasibility of the options set out in the preceding paragraph, the Parties shall consider such options as the modification of duties, shifts, equipment, and/or the retraining of the Employee.

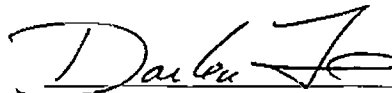
Any Agreement between the Parties regarding the accommodation of an Employee shall be reduced to writing.

*Employee personal information related to Duty to Accommodate shall be kept in the strictest confidence and shall not be shared by the Employer. (2019)*

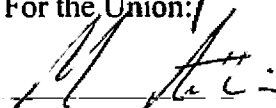
13 Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 7 day of June, 2019. (2015)

For the Employer:

 \_\_\_\_\_

 \_\_\_\_\_

For the Union:

 \_\_\_\_\_

 \_\_\_\_\_



## Memorandum of Understanding – Pensions

Amend existing plan design as follows:

1. Final Year Average adjusted from 5 Years to 7 Years
2. Accrual rate at 2%.
3. Reduce Guaranteed Indexation at CPI to a max of 1% on Post Retirement Income (currently 2%).
4. Conditional Indexation - to permit the return of the lost 1% indexation. Additional indexation would be provided at CPI to a max of 2% after Going Concern Special Payments have been recouped and subject to the plan having a Going Concern Funded Ratio of 108% or above, and no Solvency Deficit, and so long as implementation can be affected while maintaining a going concern funded ratio of 108%. Implementation of this mechanism for Conditional Indexation could be accelerated by mutual agreement of the parties.
5. Maximum Earnings Base – Frozen for 8 years at 2015 level (Defined Benefit Limit of \$2,818.89), then indexing at the rate of 1% (actuarial valuation currently assumes 3%).
6. The parties share a commitment to the primary goal of providing ongoing indexation to the pension benefits as referenced in paragraph 4, as well as the secondary goal of future indexation of the Maximum Earnings Base. The provision of accelerated or enhanced benefits reflecting either of these two goals can be decided by mutual agreement of the parties.
7. Until the Pension Plan's going concern deficit (as measured in a newly filed actuarial valuation report projected for Jan. 1, 2016) is eliminated, contribution rates shall be as follows:
  - Employer =  $(CSC / 2) - 0.4\%$
  - Employee =  $(CSC / 2) + 0.4\%$

For clarity CSC includes contribution for disabled employees. The additional 0.4% employee contribution will be characterized as a contribution to special payments.

After going concern deficit and special payments have been eliminated, Employee and Employer contribution rates shall be shared 50/50, inclusive of contributions for disabled employees.

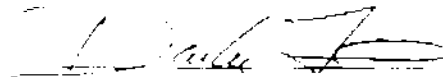
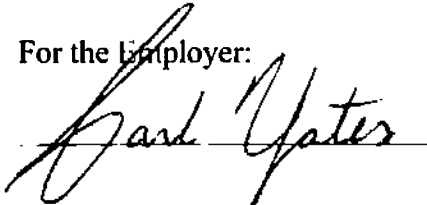
8. The Employer agrees to review the feasibility of revisiting the final year average at the point that special payments stop and the plan is fully funded. The review shall be conducted in consultation with the pension benefit advisory committee.



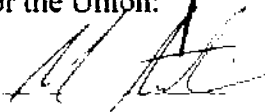
9. New terms of reference for the Pension and Benefits Committee will be drafted, and will include provision of meaningful resources for regular and ongoing training for members to a level similar to comparable public sector plans in Nova Scotia. Training expenses will be provided out of the pension fund. Committee members will be expected to provide regular updates on the work of the Committee and the status of the plan and fund to the Union.
10. All pre-amendment service shall continue to be treated on a best average five (5) years, drawn from the pre-amendment period, until such time as it is exceeded by the best average seven (7) years.

10 Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 7 day of June, 2019. (2015)

For the Employer:



For the Union:





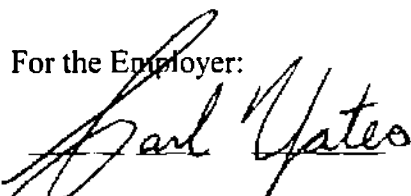
Memorandum of Understanding – Overtime and Callback

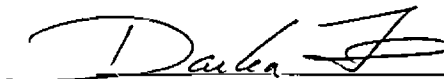
Overtime and callback shall be deemed to have been divided as equally as possible when the Supervisor or his/her designate, who may be a member of the union, has made seven (7) unsuccessful call attempts (unanswered or refused) from the overtime list of employees in a depot. If the Supervisor or his/her designate is not able to obtain a sufficient number of employees to perform the required work, the Supervisor or his/her designate may contact employees from the depot or the other regions at their discretion.

There will be two lists, one containing names of CSO's and one containing names of PSSP's; CSO's will be only eligible for CSO list call outs and PSSP's will only be eligible for PSSP call outs.

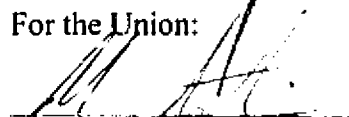
60 Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 7 day of June, 2019.

For the Employer:





For the Union:







## Memorandum of Understanding: Retirement Allowance

1. As at the of date of signing the Collective Agreement, the accrual of “service” used for the calculation of retirement allowance for members of Local 227 is “frozen service”. Current Local 227 members (including members with less than ten (10) years of service) who are not covered by the Letter of Agreement – Pre-Retirement Leave dated August 17, 2015 attached to the Collective Agreement which expired on Oct. 31, 2018. (“2015 Letter of Agreement”) will have a retirement allowance computed on the basis of three (3) working days for each completed year (partial years are excluded) of service from the date of employment with the Employer, to the signing of the Collective Agreement, to a maximum of one hundred and ten (110) working days.

For members covered under the 2015 Letter of Agreement – Pre-Retirement Leave the retirement allowance shall be calculated based on one of the following:

- Three (3) working days for each completed year of frozen service, to a maximum of ninety (90) working days.  
or
  - Fifty percent (50%) of an employee’s sick leave entitlement, whichever is greater.
2. All CUPE Local 227 employees at the date of the signing of the Collective Agreement with at least one (1) year of completed service, will be provided information on Option 1 and Option 2 outlined below, and asked to make an election within ninety (90) calendar days following the signing of the Collective Agreement, selecting one of the options offered.

Option 1:       Accumulated Retirement Allowance  
                      (Upon signing the Collective Agreement)

An employee may elect to receive a one-time, lump sum payment of the accumulated retirement allowance, calculated as three (3) working days for each completed year of frozen service, at the rate of pay in effect at the signing of the Collective Agreement.

For members covered under the 2015 Letter of Agreement – Pre-Retirement Leave, a one-time lump sum payment of the accumulated retirement allowance is calculated as the greater of:

- i. Three (3) working days for each completed year of frozen service to a maximum of ninety (90) working days, at the rate of pay in effect at the signing of the Collective Agreement, to a maximum of ninety (90) working days,  
or
- ii. Fifty percent (50%) of an employee’s sick leave entitlement, based on the rate of pay in effect at the signing of the Collective Agreement.



Payment of any one-time, lump sum accumulated retirement allowance noted above, less applicable deductions, will be made no later than thirty (30) calendar days following an employee's election date.

This option may only be exercised within ninety (90) calendar days from the signing of the Collective Agreement. For employees not electing Option 1 within the prescribed ninety (90) calendar day period, those employees are deemed to have elected Option 2.

**Option 2:**      Accumulated Retirement Allowance  
                                 (Upon Retirement)

An employee may choose one of the following:

- a. A one-time, lump sum payment of the accumulated retirement allowance at the time of retirement, calculated as three (3) working days for each completed year of frozen service, at the rate of pay in effect at the date of retirement.

For members covered under the 2015 Letter of Agreement, the accumulated retirement allowance is the greater of:

- i. Three (3) working days for each completed year of frozen service to a maximum of ninety (90) working days, at the rate of pay in effect as at the retirement date, to a maximum of ninety (90) working days,  
or
- ii. Fifty percent (50%) of an employee's sick leave entitlement, based on the rate of pay in effect, at the retirement date.

or

- b. In lieu of receiving the one-time, lump sum payment noted in 2(a) above, an employee may choose to take pre-retirement leave with pay at an amount equivalent to three (3) working days for each completed year of frozen service, at the rate of pay in effect as at the date of retirement. Employees may choose to use all or a portion of the pre-retirement leave to bridge them to their retirement date. In situations where a portion of the pre-retirement leave is used, the equivalent amount will be deducted from the accumulated retirement allowance as calculated, with employees entitled to receive a lump sum payment of the remaining balance. Payment of the remaining retirement allowance due, less applicable deductions, will be made no later than thirty (30) calendar days following an employee's retirement date.
3. All CUPE Local 227 members (including new hires) will receive an additional three (3) days vacation per year in addition to their entitlement under Article 22. Such 3 days vacation will be retroactive to January 1, 2019 and Article 22 will be updated to reflect the change.



4. If the accumulated pre-retirement allowance is not paid out under Option 1 above within three months of the signing of the Collective Agreement, it will become payable to an employee upon their termination, resignation, or death. Under these circumstances the accumulated retirement allowance shall be calculated as three (3) working days for each completed year of frozen service, at the rate of pay in effect at the date of termination, resignation, or death.

For members covered under the 2015 Letter of Agreement the accumulated retirement allowance is the greater of:

- i. Three (3) working days for each completed year of frozen service, at the rate of pay in effect at the date of termination, resignation, or death, to a maximum of ninety (90) working days,  
or
- ii. Fifty percent (50%) of an employee's sick leave entitlement, based on the rate of pay in effect, as at the date of termination, resignation, or death.

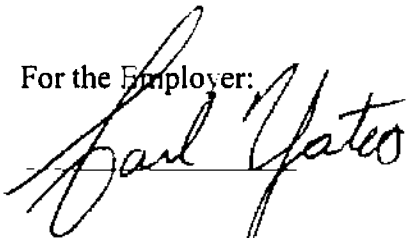
Payment of the accumulated retirement allowance, less applicable deductions, will be made no later than thirty (30) calendar days following an employee's termination, resignation, or date of death.

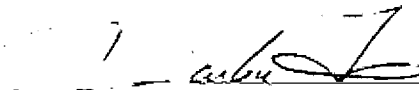
5. For the various options described above, where a lump sum payment amount for an employee has been calculated and/or chosen, this amount does not constitute a part of an employee's pension or factor into the calculation of an employee's pension.

**\*See Article 22.01 (6)**

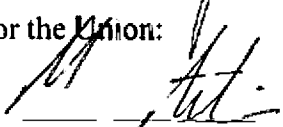
Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 7 day of June, 2019.

For the Employer:





For the Union:







Letter of Agreement- Pre-Retirement Leave (\*for Reference)

between

Halifax Water and CUPE Local 227

It is agreed that former HRM employees who previously operated under the terms of the CUPE Local 108 agreement shall have their pre-retirement leave calculated as follows:

Pre – Retirement Leave

Employees who after (10) continuous years of service with the Employer and upon retirement or death shall be entitled to pre-retirement leave with pay, computed on the basis of three (3) calendar days per year, up to a maximum of ninety calendar days, or calculated on the basis of fifty (50%) of sick leave entitlement, whichever is greater.

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

Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 7 day of

June, 2019. *ML*

For the Employer:

*Barclay Yates*

*Darlene F.*

For the Union:

*M. H.*

*Shirley Bell*