CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

between

HALIFAX REGIONAL WATER COMMISSION

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1431 OFFICE & TECHNICAL EMPLOYEES

November 1, 2023- October 31, 2027

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THIS AGREEMENT made in duplicate on the 19TH **day of** NOVEMBER, 2024

BETWEEN:

HALIFAX REGIONAL WATER COMMISSION
a body corporate, hereinafter referred to as "The Employer".

OF THE ONE PART

AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1431,
OFFICE AND TECHNICAL EMPLOYEES, hereinafter referred to as "the Union"

OF THE OTHER PART

PREAMBLE

WHEREAS it is the desire of both Parties to this agreement:

(a) to accept the mutual responsibility for the safety, health, comfort, and general welfare of the water, wastewater and stormwater customers of the Employer through the continuous and economic operation of all of the public water, wastewater and stormwater services provided by Halifax Water.

(b) to maintain and improve the harmonious relationship based on mutual respect and trust between the Employer and the Union.

(c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

(d) to encourage efficiency in operations.

(e) to promote the morale, wellbeing, safety and security of all the Employees in the bargaining unit of the Union.

(f) to promote effective communication

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 1 – MANAGEMENT RIGHTS

1.01 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 they have been subjected to unfair treatment shall have the right to seek redress in accordance with the Grievance Procedure.

1.02 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 2 – RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees Local 1431 as the sole and exclusive collective bargaining agent for all of the office and technical Employees employed by the Employer as referenced in Schedule A. Employees covered by the Local 227 Agreement are excluded from the Local 1431 bargaining unit. 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.

2.02 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 purposes of instructions, experimenting, replacement during vacation when qualified members of the Bargaining Unit are not available, 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 Employees.

2.03 The Parties acknowledge and agree that Students are hired for educational opportunities as part of their formal studies.

For the purposes of this article a "student" shall be defined as an individual who receives compensation in the form of salary or wage rate as follows:

(a) an individual returning to undertake or complete post-secondary education; and

(b) one who is hired for a minimum period of one month and not exceeding four months; or

(c) anyone hired, for a period not exceeding eight (8) months, on a co-op or work experience program who is a member of an accredited educational institution or a bona fide work training program.

(d) Student appointments shall be subject to the provisions of this Agreement and entitled to the benefits under this Agreement except that they shall not be entitled to accumulate seniority or sick leave, or to receive notice of termination, they will not be entitled to participate 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.

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

(f) Students currently in a work term will be considered after internal applicants and before external applicants for job competitions.

(g) The role of the Students is to assist and support Employees. Students are not hired as replacements for vacancies or absences. They are intended to complement the existing workforce.

(h) 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 agreement between the Union and Employer.

(i) Students shall pay Union dues. The Employer agrees to not employ students when permanent full-time Employees are on lay off.

(j) Students shall not be considered for regular overtime. Students are only entitled to be paid overtime when the duties or work extends beyond the regular workday.

(k) Students shall not perform inspections, approve testing or analyze test results. They can assist certified Employees by witnessing tests and shadowing roles.

(l) The Union will be given the opportunity to meet with the Students during their orientation.

2.04 The Employer shall not enter into a written or verbal agreement with any Employee, which may conflict with this Agreement.

2.05 The Employer shall give the Recording Secretary of the Union a copy of the list of all Business Units, Regions, Sections, Divisions, Shops, Depots and all corresponding Supervisory personnel. Whenever there is a change to any of the above, the Employer shall provide an updated list to the Recording Secretary.

2.06 The Employer shall notify the Union in writing regarding letters of appointment to positions, transfers, approvals for leave, layoffs and recall, resignations, retirements, deaths, or other terminations of employment.

2.07 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.

ARTICLE 3 – NO DISCRIMINATION

3.01 The Parties are bound by the Human Rights Act (NS) and Regulations. The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, religion, sex, national origin, political or religious affiliation, gender identity, gender expression, sexual preference or marital status, family status, source of income, mental or physical disability, or any other protected grounds, nor by reason of their membership in the Union.

3.02 The Union and the Employees of the Employer represented by such Union, agree that there will be no intimidation, interference, restraint, or coercion exercised or practiced with respect to any Employee of the Employer by any of its members or representatives.

3.03 In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their 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 restrictions and, if necessary, options

with respect to the accommodation of the Employee. The Parties agree to work together to consider how the Employee's restrictions can best be accommodated as covered by applicable legislation.

3.04 In this Agreement, the words used to denote gender neutral persons are both singular and plural. 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.

3.05 The Parties will attempt to accommodate Employees with consideration as follows:

i) In their current position.
ii) In their current classification.
iii) In another classification with equivalent hours/salary, but for which the Employee possesses the requisite minimum knowledge, skills, and abilities.
iv) 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.

3.06 A Union representative shall accompany the Employee at meetings to discuss possible accommodations unless otherwise directed by the Employee.

3.07 In considering the feasibility of the options set out in the preceding clauses of 3.05 the Parties shall consider such options as the modification of duties, shifts, equipment, and/or the retraining of the Employee.

3.08 Any Agreement between the Parties regarding the accommodation of an Employee shall be reduced to writing. A communication strategy shall be discussed and implemented when necessary for a planned accommodation of an Employee.

3.09 People and Culture shall ensure that Employee personal information related to Duty to Accommodate shall be kept in the strictest confidence and shall not be shared by the Employer. People and Culture shall ensure that all information will be securely stored in a separate file from the Employee's personnel file.

3.10 Accommodations may be reviewed periodically or if there has been a change to the Employee's accommodation needs.

3.11 The Union and the Employer agree to support Employees who identify as transgender and/or are transitioning at work. The Parties agree that it is

important to protect the safety and privacy of trans workers, and the Parties will ensure all records and references identify an Employee by their chosen name and pronouns. If a worker legally changes their name, all documents and records will be amended and corrected as soon as practically possible.

3.12 The Parties agree to implement educational opportunities regarding equity for all Employees.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 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 the first day worked with the Employer.

ARTICLE 5 – CHECK OFF

5.01 Every Employee in the Bargaining Unit shall be required, as a condition of employment, to authorize the Employer in writing to deduct from the wages of such Employee all Union dues, initiation fees, and other assessments from time to time levied by the Union on its members.

5.02 (a) Deductions shall be made from every payroll for each pay period and shall be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario K1G 0Z7 not later than the fifteenth day of the month following the deductions, accompanied by a list, in duplicate, of the names and addresses of all Employees from whose wages the deductions have been made. A list of Employees' addresses will be provided semi-annually by the Employer and given or sent to the Recording Secretary of Local 1431. Changes will be made when the Employer is advised.

5.02 (b) The Employer may submit dues electronically through Electronic Funds Transfer (EFT). Any list referred to above will be sent electronically at the same time.

5.03 Along with the deductions, the Employer will provide:

(a) a completed Union dues remittance form, supplied by the Union, and

(b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary), classification/job title, regular earnings, hours worked, and dues deducted. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

5.04 The Union shall forward to the Employer a certified extract of any Union meeting minutes establishing or changing the amount of monthly deductions representing Union dues, initiation fees, or other assessments.

5.05 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.

ARTICLE 6 – EMPLOYER TO ACQUAINT NEW EMPLOYEES

6.01 (a) 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 Articles 4 and 5 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 provide an overview of the Intranet site, where all pensions and benefit plans and Employer policies are located, within seven (7) days of being hired.

(b) On commencing 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 or Representative, as designated by the Union.

(c) A Representative designated by the Union will be afforded the opportunity to meet with new Employees during the first month of their employment. The opportunity shall be provided during normal working hours. No loss of pay or benefits shall result (1 hour). Both Parties agree that such meeting may be part of the orientation program and shall also be scheduled to avoid unnecessary work disruption.

6.02 The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

6.03 The Representative designated by the Union will be given access to facilities to meet with Employees covered by this Collective Agreement subject to site specific safety orientations and unnecessary work disruption.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the Parties arising out of this Agreement or incidental thereto, unless otherwise provided for in this Agreement, shall pass in writing (including e-mail or fax) to and from the Director of People and Culture, or designate, and the Recording Secretary of the Union, with a copy to the President of the Local. The CUPE Representative may also correspond with the Employer in writing.

ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE

8.01 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.

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

(a) Improving service to the public.
(b) Considering constructive criticism of any activity of the Employer or Employees so that better relations shall exist between the Employer and the Employees.
(c) Increasing operating efficiency by promoting cooperation.
(d) reviewing suggestions from Employees concerning questions of working conditions (but not grievances) or conditions making for grievances and misunderstandings.
(e) Promoting education and training of the staff.
(f) Sharing regular updates of the objectives of the departments.
(g) Technological change updates that will impact Employees.

8.03 The Labour Management Committee shall meet every three months (quarterly) 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 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.

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

8.05 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 shall be signed by the Joint Chairpersons, and two signed copies shall be given to the Employer and the Recording Secretary of the Union within seven working days following the meeting. The co-chairs shall alternate presiding over meetings. The Employer shall post a copy of the approved minutes on all official bulletin boards within two weeks.

8.06 Prior to implementing any new policy, the Employer shall provide a copy to the Secretary of the Union, the President and Committee members for review prior to any discussion at the Labour Management Committee meetings.

Such new policy will not be inconsistent with the terms of this Collective Agreement.

8.07 The first thirty (30) minutes of a Labour Management meeting shall be reserved for Union committee members for caucus.

ARTICLE 9 – BARGAINING COMMITTEE

9.01 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 supply the Union with a list of its supervisory personnel with whom the Union may be required to do business.

9.02 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.

9.03 The Union shall have the right to include a representative of the Canadian Union of Public Employees in addition to its five (5) appointees identified in Article 9.02 at meetings of the Bargaining Committee.

9.04 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.

9.05 (a) 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.

(b) The Employer, upon receiving reasonable notice from the Union and where operational requirements permit, shall grant members of the Bargaining Committee time off without pay or loss of seniority in order to meet with their Union representative for the purpose of preparing for negotiations. Such time off shall not be unreasonably withheld. The Employer shall pay the Employee through the regular payroll for any such hours and the Union shall reimburse the Employer upon receipt of the cost. Up to two (2) hours of the aforesaid time off shall be granted with pay provided it takes place on the day of scheduled negotiations with the Employer and during regular working hours.

ARTICLE 10 – RESOLUTIONS OF THE EMPLOYER

10.01 Copies of all motions, resolutions, policies and procedures of general application, by-laws or rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 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 11.06. The Steward or designate shall assist any Employee which the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 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.

11.03 The Union shall inform the Employer of the members of the Grievance Committee as amended from time to time.

11.04 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 their work without the permission of their supervisor, which permission shall not be unreasonably withheld.

11.05 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.

11.06 The aggrieved Employee(s) shall submit the grievance to their Steward or to the Chair of the Grievance Committee.

Informal Step: If the Union Steward or Chair of the Grievance Committee considers the grievance to be justified, the Employee(s) concerned, together with their Steward or Chair of the Grievance Committee, shall first seek to settle the dispute with the Employee's supervisor.

Step 1: Failing satisfactory settlement being reached in the Informal Step, the Grievance Committee and/or Steward, will submit the written grievance to the Director within twenty (20) working days of date of the incident giving rise to the grievance.

Step 2:

a) Within ten (10) working days of receipt of a formal grievance, the Director shall convene a meeting of the Parties to the dispute, to hear the dispute and render a decision.

b) Within seven (7) working days of the date of the meeting referred to in (a), the Director shall issue a response in writing to the Parties.

Step 3: Failing a satisfactory settlement being reached, the Union within twenty (20) working days of receipt of the grievance response may refer the dispute to arbitration as set out in Article 12.01.

11.07 Submissions, replies, and decisions related to grievances shall be in writing at all stages. The Employer shall supply the necessary facilities for the grievance meetings. 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 their decision in writing unless both Parties agree in writing to waive such meeting. The Union may have two (2) designates in attendance for any meeting which the grievor is not attending with reference to the grievance filed.

11.08 Subject to the 11.06 Step 1 - time limits, where a dispute involving a question of general application or interpretation occurs, or where a dispute arises as a result of a decision by a supervisor or where a group of Employees or the Union has a grievance, the Informal Step of this Article may be by-passed, and the procedure started at Step 1, whichever is appropriate. In discharge situations only, the procedure may be started at Step 3, within twenty (20) working days of the date of discharge.

11.09 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 1.

11.10 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.

11.11 An Employee who is requested to work under conditions which they feel are unsafe or unhealthy shall first discuss the conditions with their immediate supervisor and if the conditions cannot be resolved between the Employee and supervisor the Employee shall have the right to file a grievance at Step 2 of the grievance procedure for preferred handling.

11.12 When a grievance has been filed with the Employer by the Union on behalf of a Union member, its contents will not be discussed with the Employee concerned, unless a shop steward or Union officer is present. The Employer shall supply necessary confidential facilities for grievance meetings.

11.13 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. Any grievor has the right to be present at a grievance meeting relating to their grievance.

ARTICLE 12 – ARBITRATION

12.01 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.

12.02 In the event the Parties are unable to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either Party.

12.03 The Arbitrator may determine their 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.

12.04 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. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which is just and equitable. Should either Party disagrees as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator for clarification of the decision. (Application copied to the other Party).

12.05 Each Party shall pay one half of the fees and expenses of the Arbitrator.

12.06 The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the Parties to this Agreement.

12.07 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.

12.08 To foster a faster grievance resolution the Parties agree that when a matter is submitted to arbitration, a Sole Arbitrator shall hear the matter unless either Party requests a three (3) person Board.

12.09 The Parties may agree to Mediation to resolve a grievance. Each Party would pay one half of the fees and expenses of the Mediator.

ARTICLE 13 – DISCHARGE, SUSPENSION, AND DISCIPLINE

13.01(a) Any Employee covered by this Agreement who has completed their probationary period of ninety (90) days worked may be discharged, suspended or disciplined only for just cause. A Non-Union Supervisor may suspend an Employee but shall immediately report such action to their Department Head. When an Employee covered by this Agreement is discharged, suspended or disciplined, the Employer shall give, in writing as soon as reasonably possible, (not to exceed two (2) working days), the reason for such discharge, suspension or discipline to the Recording Secretary of the Union and the Employee concerned.

(b) 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 3, No Discrimination, and that Employees have been counseled at least once by the Employer during the probationary period with regard to work performance and have been given the opportunity to demonstrate suitability for the position. The Probationary Employee may request that a Union representative accompany them to a meeting as an observer where they are to be counselled.

13.02 Should it be found, upon investigation by the Employer or as a decision by Arbitration, that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the time of such discharge or suspension. Notwithstanding this provision, the Arbitrator shall have the power to render an award which it deems to be just and equitable under Article 12.04 herein.

13.03 (a) The record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. All records shall be removed from the Employee's file twenty-four (24) months following a disciplinary action.

13.03 (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.

13.04 (a) No Employee shall be required by the Employer to cross a picket line in order to gain entry to the Employer's premises.

(b) If an Employee in the bargaining unit encounters a legal picket line in the course of their 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.

13.05 An Employee shall have the right, during business hours, and by appointment with the People and Culture Manager or designate, to review their personnel file, and the Employee shall also have the right to a photocopy of any document in their file and to respond in writing to any document contained therein. Such reply shall become part of the file.

13.06 (a) At such time as an investigative meeting indicates that discipline may result, said meeting shall 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.

(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 them present at any disciplinary meeting.

The supervisor shall advise any Employee that they have the right to have representation from the Union at any meeting held to discuss matters of a disciplinary nature.

13.07 All verbal warnings shall be confirmed in writing.

13.08 The Employer may place an Employee on paid administrative leave pending the outcome of an investigation.

ARTICLE 14 – SENIORITY

14.01 Seniority is defined as the length of service in the bargaining unit. Employees will maintain the seniority they have accumulated prior to the signing of this Agreement including any time accumulated as a result of any applicable seniority transferred from the former City of Dartmouth, former Halifax County and former Halifax Water Commission as a result of the municipal amalgamation of April 1, 1996. Employees from outside the bargaining unit who receive a job in this Bargaining Unit after signing this Collective Agreement will be put on the seniority list as of their date of hire

into the position in this Bargaining Unit. Seniority shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs, recalls, and reduction of the work force.

14.02 (a) The Employer shall maintain a seniority list. A seniority list shall be sent to the Union and posted on bulletin boards in April of each year. The seniority list, 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 ten (10) days of the questioning, then it shall be subject to the grievance procedure.

(b) Employees who are hired on the same day will be put on the Seniority List by the date of their application to Halifax Regional Water Commission. If a further tie exists, names will be drawn at the following Labour Management Committee Meeting.

14.03 (a) A newly hired Employee for a regular full-time position shall be on probation for a period of ninety (90) days worked from the date of hiring. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement.

14.03 (b) Probationary Employees will normally be provided with regular reviews during their probationary period by the 30th and by the 60th working day during their probationary period. At these meetings there will be a review of expectations of their work performance. Probationary Employee will be advised by the Employer that a Union Representative may accompany them to the meeting as an observer where their work performance is being reviewed.

14.03 (c) A new temporary Employee shall be an Employee hired for a temporary period of employment up to ninety (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, subject to the posting procedure in Article 15, 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 the 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 3 – No Discrimination and the temporary Employee must have been given an opportunity to demonstrate suitability for their position and performance feedback with regular reviews by the 30th and by the 60th working day.

14.03 (d) 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. Where a term position is created due to a specific project and remains after eighteen (18) months, the Union may request that the Employer assess whether the position should be made permanent. The decision whether to make permanent or continue as a term position rests solely with the Employer. Seniority shall have no application during their term period of employment. Should the Employer determine, subject to the posting procedure in Article 15, to retain such 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 equivalent time in relevant work experience. Should a term Employee be terminated prior to completion of their probationary period, the Employer shall not be required to establish just cause. Such termination cannot be in violation of Article 3 – No Discrimination and the term Employee must have been given an opportunity to demonstrate suitability for their position and performance feedback with regular reviews by the 30th and by the 60th working day.

14.04 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. Credits will accumulate during absence due to sickness, compensable accidents and leave of absence approved by the Employer.

14.05 An Employee shall lose their seniority in the event:

(a) They are discharged for just cause and are not reinstated.

(b) They resigned and do not withdraw their resignation within five (5) working days which shall include the date of receipt of the resignation (which means a verbal or written resignation) and date of receipt of the withdrawal of the resignation.

(c) They are absent from work in excess of five (5) working days per calendar year without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

(d) They fail to return to work within seven (7) calendar days following a layoff

after being notified by registered mail or by personal service to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.

(e) They are laid off for a period longer than eighteen (18) months.

14.06 (a) No Employee shall be transferred or assigned to a position outside the Bargaining Unit without their consent.

(b) If a permanent Employee is assigned, transferred, or appointed to a temporary or term position outside the Bargaining Unit, but in the employ of the Employer, they shall continue to accumulate seniority, for a period of ninety (90) days in the temporary or term positions. After the ninety (90) days the Employee's seniority shall be frozen until they return to the Bargaining Unit.

(c) Should a permanent Employee apply for and be appointed to a full time regular non-bargaining unit position, they shall continue to accumulate seniority for a period of ninety (90) days worked after leaving the Bargaining Unit but will not accumulate any further seniority outside the Bargaining Unit. In the event the Employee does not return to the bargaining unit within a six (6) month period, they shall forfeit all accrued seniority.

(d) Temporary or Term Employees who are hired into a permanent position shall have the time they worked, as a temporary or term Employee, deemed continuous service for seniority purposes. A break for less than 30 days shall be deemed not to be a break in continuous service.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 (a) When a vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post, within one week after the vacancy occurs or the new position is created, notice of the position on the bulletin boards for a minimum of one week. The Employer will (subject to system availability) post all vacant positions on the HRWC intranet site. The posting will include the expected commencement date. If an Employee is awarded a position with a higher rate of pay than their current position, the Employee shall begin to receive the higher rate of pay when they commence the position or in no case later than twenty-one (21) calendar days from the date the position is awarded if unable to commence prior.

(b) When a vacancy occurs or a position is created outside the Bargaining Unit up to but not including the Department Head level, the Employer shall post a notice of the position on the bulletin boards for a minimum of one week. The Employer will (subject to system availability) post all vacant positions on the HRWC intranet site. The posting will include the expected commencement date.

(c) It is the responsibility of all Employees to keep the People and Culture Department advised of all educational or training courses taken and successfully completed, of which the Employer has no prior knowledge, provided the course(s) taken are applicable to work carried out by the Employer. The Employer will be responsible to update the file of Employees who successfully complete courses which are required by the Employer.

15.02 Such notices as specified in Article 15.01 (a) shall contain the following information: nature of position, minimum required qualifications, required knowledge and/or education, skills, shift, hours of work, anticipated commencement date, wage or salary rate or range. Qualifications may not be established in an arbitrary or discriminatory manner and shall be consistent with the job description. All job postings shall state "The Halifax Regional Water Commission is an equal opportunity Employer". No outside applicants for such positions as specified in Article 15.01 (a) shall be considered until present Employees have had an opportunity to apply within the time limits set forth in Article 15.01 (a) and to be considered for such positions.

15.03 In the case of an emergency when additional Employees are required for a specific job, the Employer reserves the right to hire such temporary Employees in any way it can after available qualified Union personnel have been called.

15.04 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 to a posted position shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02 and 15.06. Such appointments from within the Bargaining Unit shall be made within three weeks of the closing date as shown on the call for applications.

15.05 The successful Employee applicant shall be placed on trial for a period of ninety (90) days worked. Conditional on satisfactory service, the Employee shall be declared regular after the period of ninety (90) 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, they shall be returned to their former position, wage or salary rate and without loss of seniority unless their former position has been eliminated because of technological or other changes as provided for in Article 27.03. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority, unless their former position has been eliminated because of technological or other changes as provided for in Article 27.03.

15.06 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) day trial period. If the Employee is unable or does not upgrade their qualifications within the ninety (90) day trial period they shall revert to their former position. Extensions of the trial period shall be upon mutual agreement between the Union and the Employer.

15.07 The Employer shall post within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant along with their commencement date on all bulletin boards. The Recording Secretary of the Union shall be notified by the Employer of all appointments, end of term positions, end of temporary positions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, leaves of absence, deaths and terminations of employment for Employees covered by this Agreement.

15.08 An Employee covered by this Agreement who cannot perform their regular duties because of age, accident, or illness shall be given a position, provided such a vacancy exists and they are capable of fulfilling the duties pertaining to such position and they shall receive the wage rate applicable to such position.

15.09 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 for such Employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.

15.10 (a) Any Employee covered by this Agreement who is temporarily assigned to perform the work of another position within the bargaining unit for which the rate of pay is higher than the rate of pay for such Employee's regular position and the Employee performs the principle duties of the assigned position, the assigned Employee shall receive the incumbent rate of the position for all shifts in which any such time is worked.

(b) Any Employee covered by this Agreement who is temporarily assigned to another position outside the bargaining unit shall receive the rate of pay for the assigned position or their present salary, whichever is greater, for all shifts in which any such time is worked.

(c) When an Employee is seconded to a position within the Halifax Regional Water Commission, they will be paid in accordance with Article 15.10 or 26.03 whichever is applicable.

(d) An Employee who is being trained for a position in a classification in a higher pay band and who is performing the duties of that position while being trained, shall be paid the higher rate of pay for the time spent performing those duties.

15.11 An Employee who has been employed in a temporary position with the Commission for twelve (12) months of continuous employment shall be deemed to be a regular Employee.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 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. Such Employees shall be recalled in the order of their seniority providing they are qualified to do the work.

16.02 Unless the provisions of the Labour Standard Code are more favourable and subject to Clause 16.03, the Employer shall notify Employees covered by this Agreement who are to be laid off according to the following schedule:

Employees with less than 2 years' service - 1 weeks' notice.
Employees with 2 to 5 years' service (inclusive) - 2 weeks' notice.
Employees with 6 to 10 years' service - 4 weeks' notice.
Employees with over 10 years' service - 8 weeks' notice

16.03 The schedule of notification in clause 16.02 shall not apply to:

(a) An Employee whose period of employment is less than three months.

(b) An Employee employed for a definite term or task for a period not exceeding twelve months.

(c) An Employee who is laid off for a period not exceeding six consecutive days.

16.04 If an Employee to be laid off has not had the opportunity to work the full time listed in the schedule of notification in Clause 16.02, they shall be paid their regular salary for the time not worked.

16.05 An Employee about to be laid off, for any reason, including technological change, or an Employee affected by a reduction in the work force, may bump the least senior Employee in the same pay band as the laid off Employee which the laid off Employee is qualified and able to perform at the time of the lay off or reduction in the work force. If there is none, the Employee would bump the least senior Employee in the next lower pay band which they are qualified and able to perform the position at the time of lay off or reduction in the workforce. This process would continue through the pay bands until the Employee found a position, they are qualified and able to perform at the time of the lay off or reduction in the workforce. If no position is available, the Employee would be on recall until one is available as per Article 16.01.

ARTICLE 17 – HOURS OF WORK

17.01 The regular working day for all Employees covered by this Agreement shall be as detailed in Schedule "A" Monday to Friday inclusive. With the exception of the classifications with a regular shift schedule, flexible hours between 7:30 a.m. and 5:00 p.m., as detailed in Schedule " A", will be permitted. The schedule is to be determined by mutual agreement within each department subject to operational requirements. If agreement on the flexible schedule cannot be reached, the hours of work shall be the normal hours as stated in Schedule "A".

17.02 Any scheduling of work hours not herein specifically mentioned shall be arranged by mutual agreement of the Employer and the Union. Any mutually acceptable flexible work schedule shall not cause an increase in costs.

17.03 Engineering Technologists (Project) and Operations Technologists may be requested to work a scheduled (night) shift. Such night shift shall consist of 7 hours of work for Engineering Technologists and 7.5 hours of work for Operations Technologists between the hours of 10:00 p.m. and 7:00 a.m., Sunday to Thursday inclusive with one week notice and notice of shift work duration. Such scheduled night shift shall be deemed to be their regular working day. Shift premiums per Article 17.04 shall apply. Scheduled night shifts shall be utilized on an occasional, project specific basis only.

17.04 Effective the date of signing of this Agreement, Employees shall be paid a $2.25/hr. shift premium for all hours worked between 5:00 p.m. and 7:00 a.m. on a scheduled shift. No shift premium shall be paid on overtime hours or any hours for which another premium is payable.

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

17.06 Shift premiums referred to in this Article shall not apply in calculating vacation pay, sick leave, overtime and holidays.

17.07 Employees on Standby who are called out to work for more than three hours after midnight shall be provided an equal number of hours off at the start of their next shift if they were scheduled to work that day.

All other Employees who work overtime between midnight and five (5) a.m. shall be provided an equal number of hours off with pay for all hours (including those worked after five (5) am) worked after midnight.

Employees who work overtime commencing after five (5) a.m. shall work their regular schedule for that day.

17.08 (a) The shift schedule for all Employees who work on a rotational schedule in Corporate Services shall be posted at least six (6) weeks in advance.

(b) In the event an Employee is unable to work their scheduled shift, or operational requirements require the shift to be changed, the Employer will work with Employees to reschedule shifts.

17.09 (a) The Parties agree to abide by the Employer's Policy on Remote Work as amended from time to time.

(b) Notwithstanding the current Policy, the Employer shall provide at least three (3)months written notice before terminating any remote work arrangements.

(c) Employees will be provided the necessary equipment to carry out their duties in accordance with the Employer's Policy.

17.10 In the event that an Employee is unable to take a lunch break due to operational requirements, the Employee shall be entitled to either time off at the end of the shift or overtime for the lost lunch break at the discretion of the supervisor. An Employee and a supervisor can also make other arrangements by mutual agreement.

ARTICLE 18 – OVERTIME

18.01 All time worked beyond the Employee's regular hours of work in accordance with Article 17, or the hours outlined by a flexible work schedule, or on a paid holiday, on which an Employee is not scheduled to work, as set forth in Article 17, shall be considered as overtime. Hours worked within a flexible work schedule mutually agreed to shall not result in overtime being paid.

18.02 (a) All Employees covered by this Agreement who are requested to work and who perform such work for the Employer beyond their regular working day, working week or flexible work schedule between 7:00 a.m. and 10:00 p.m. shall be paid at the rate of 1½ times the regular rate for time so worked. All work performed between 10:00 p.m. and 7:00 a.m. shall be paid at the rate of double time.

(b) Engineering Technologists (Project) and Operations Technologists who work a scheduled (night) shift as their regular shift pursuant to Article 17.03 shall be paid at the rate of double (2) times their regular rate for all hours worked outside their scheduled night shift.

18.03 In accordance with Article 18.01 all Employees covered by this Agreement, who are requested to work and who perform any work for the Employer on any Saturday, Sunday or holiday or while on scheduled vacation as defined in Article 19 and Article 20 shall be entitled to and shall be paid double the regular rate of pay for any hours so worked in addition to the holiday pay or vacation pay providing they qualify for the holiday pay as set out in Article 19 or Article 20.

18.04 Subject to specific project consistency, overtime and call-back opportunities 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 endeavor to work overtime when authorized and required by the Employer. The Employer will endeavor to keep overtime to a minimum. The Employer will not schedule overtime while there are Employees on layoff who are available and able to perform the required work.

18.05 An Employee who is required by the Employer to work outside their regular working day and the hours are not covered by a flexible work schedule, shall be paid a minimum of three hours at prevailing rates provided such work hours are not an extension of the work day.

18.06 An Employee required to work overtime after a normal work day through a normal meal period will receive a meal allowance in accordance with the Employer's Policy.

18.07 In lieu of a cash payment for overtime worked, an Employee may choose to receive time off at a later date, up to one week (40 hours) (which can be replenished). Such time off shall be equal to the time worked (i.e. time and one-half or double time) and shall be taken at a time mutually agreed between the Employee and Supervisor concerned. At the discretion of the Supervisor, an additional one week (which can not be replenished) of overtime may be banked subject to operational requirements.

18.08 (a) Standby pay may be implemented after a minimum of 120 days written notice and meeting(s) with the Union to discuss the process of implementation for the Information Service Technician position(s) or GIS positions who may be assigned to be on standby. If assigned to standby, such Employee shall be available by phone to report to work immediately. The Employee shall be paid $600.00 standby for a seven (7) calendar day period effective the date of signing of this Agreement.

(b) When a holiday occurs during the period of standby, the Employee shall receive an additional $60.00 of standby pay for each holiday required to be on standby effective the date of signing of this Agreement.

(c) If an Employee takes a work-related call after their regular hours as per Article 18.01 the Employer will pay overtime at the prevailing rates starting from the time the call was first received. This payment of overtime does not constitute a call out. Should the Employee be required to leave their home to attend to work related issues they will be paid in accordance with Article 18.05 as a call out.

ARTICLE 19 – PAID HOLIDAYS

19.01 The following shall be considered as holidays for the purpose of this Agreement:

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. Day of Truth and Reconciliation
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day
14. 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.

19.02 Every Employee covered by this Agreement, who is not required to work and who is not on vacation on a day designated as a holiday as herein defined in Article 19.01 shall be entitled to and shall be paid their regular rate of pay for each such holiday not so worked which falls on a Monday, Tuesday, Wednesday, Thursday, or Friday.

19.03 If any day designated as a holiday as herein defined in Article 19.01 of this Article falls on a Saturday or Sunday, then such holiday shall be observed on the Monday immediately following, (or Tuesday where Monday is declared, proclaimed, or observed as a holiday) for the purpose of this Agreement.

19.04 Notwithstanding other provisions in this Article, payment for holidays shall not apply to Employees who are on layoff, unpaid leaves of absence, LTD or WCB.

19.05 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, 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 24th or December 31st 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.

ARTICLE 20 – VACATION

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

(a) After employment and for the remainder of the calendar year, one and one-quarter (1 ¼) working days' paid vacation for each month worked.

(b) During the second and up to and including the fifth year of employment, three (3) weeks, (15 working days), paid vacation.

(c) During the sixth and up to and including the twelfth year of employment, four (4) weeks, (20 working days), paid vacation.

(d) During the thirteenth and up to and including the nineteenth year of employment, five (5) weeks, (25 working days), paid vacation.

(e) During the twentieth year and subsequent years of employment, six (6) weeks, (30 working days), paid vacation.

20.02 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 their normal straight-time rate, and such day shall be taken at a time mutually agreeable to the Employee and Department Head, or a day's pay at the Employee's normal straight-time rate in lieu of the day off.

20.03 (a) An Employee terminating their employment at any time before they have had their annual vacation, shall be entitled to a proportional share of their vacation pay for that year.

(b) An Employee who is on an unpaid leave(s) (excluding Union leave, L.T.D. or W.C.B) or layoff shall be entitled to a proportional share of their vacation for that year.

(c) On normal retirement an Employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

20.04 (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. An Employee shall be entitled to receive their vacation in an unbroken period, up to a maximum of four (4) weeks. If an Employee is entitled to a vacation in excess of four (4) weeks they may, with the agreement of the Employer, take their total vacation in an unbroken period. An Employee may take their vacation in broken periods with the agreement of the Employer.

(b) Prior to April 1 of each year, based on the minimum staffing requirement, Employees in a Classification will request the days they would like to take off for vacation for the remainder of the year. If there is a conflict between two or more Employees for any one day, seniority will govern.

(c) Employees may submit vacation requests prior to April 1 in each year to be able to observe cultural holidays not listed in Article 19. These requests shall be given priority over other vacation requests submitted in accordance with 20.04 (b). The requests are subject to operational requirements and shall not be unreasonably denied.

(d) Employees may submit vacation requests for time off outside of the annual vacation schedules established in accordance with 20.04 (a). Such vacation requests shall be granted subject to operational requirements and shall not be unreasonably denied.

20.05 An Employee who is hospitalized or is qualified for sick leave for a period of three or more consecutive working days while on vacation and provides the Employer with satisfactory medical documentation 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.

20.06 Upon written notice to the Department Head prior to December 1 of the current year, an Employee may, with the permission of the Manager or their designate which shall not be unreasonably withheld or in exceptional circumstances, be permitted to carry forward one (1) week of vacation entitlement to the following calendar year. The amount carried over will be used by 31st of March of the following year.

20.07 If an Employee is unable to take their vacation entitlement during the calendar year because of operational requirements or medical reasons they shall be entitled to receive pay at the applicable rate in lieu of vacation.

20.08 All Employees will receive three paid vacation days in addition to their allotments in accordance with their years of employment as per Article 20.01 in keeping with the MOU Retirement Allowance.

ARTICLE 21 – SICK LEAVE , WCB AND ACCOMMODATION

21.01 (a) All Employees covered by this Agreement, after completion of ninety (90) satisfactory working days, but retroactive to the date of employment, shall accumulate sick leave at the rate of one and one-half (1 ½) days per month to a maximum accumulation of two hundred (200) working days. An Employee who has accumulated sick leave credits shall be paid full pay for absence from work due to illness. All time absent from work due to illness and for which the Employee is paid shall be deducted from accumulated sick leave credits except absence from work due to compensable injury.

(c) Time taken for medical appointments may, at the Employee's request, be deducted from their sick leave, vacation, banked time, or may be made up with Supervisor's approval. Sick leave will be calculated in half hour increments. Time for medical appointments shall not be unreasonably denied.

(d) New Employees while they are on probation may borrow up to three (3) days sick leave during their first ninety (90) working days. Employees who leave prior to the conclusion of the probationary period, the Employer may recover the money owing from the sick leave advanced, from any monies owing to the Employee.

21.02 (a) An Employee claiming sick leave must, if requested, provide People and Culture a certificate or medical prognosis as requested by the Employer from a Licensed Health Care Practitioner who was treating them for more than 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 People and Culture. If such medical certificate or prognosis is not produced after a reasonable amount of time, the Employee shall have no claim for pay in respect to their absence from work. The Employer shall pay the full cost for any requested medical certificate it requires from an Employee. The Employer may permit an Employee to return to work while obtaining medical documentation.

(b) An Employee requiring an accommodation shall be required to provide a Functional Abilities Report (FAR) as requested by People and Culture from a Licensed Health Care Practitioner detailing the Employee's ability to meet the requirements of their position. The report must be in a form legible to People and Culture and supportive of the Employee's medical requirement for the accommodation. The cost of the report will be paid by the Employer. The Employer will offer appropriate work in accordance with the FAR to allow the Employee to return to work as soon as the Employee is cleared by their licensed health care practitioner to do so. The FAR shall be given to People

and Culture prior to the Employee's return to work.

21.03 In the case of an absence of an Employee due to sickness, the matter will be reported to the Employee's immediate Supervisor or designate by phoning in and if no answer then leaving a message, or by other means agreed to between the Supervisor and the Employee, not later than one (1) hour prior to the time such Employee's work commences. The Employer reserves the right to investigate any reported illness of any Employee.

21.04 Following sick leave of the equivalent of five(5) consecutive working days duration, the Employee shall report their availability for work to the Employer no later than 12:00 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 licensed health care practitioner who was t treating them, certifying that they are able to return to work.

21.05 When an Employee is given a 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 or is recalled from layoff, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

21.06 To provide an incentive to Employees for the non-use of sick leave, the following amounts will be paid as an incentive for non-use of sick leave provided the criteria as outlined is met:

(a) An Employee who has used no sick leave shall be paid an incentive of $500;

(b) An Employee who has used some sick leave, but less than three days sick leave, shall be paid an incentive of $400; and

(c) An Employee who has used three (3) to four (4) sick days, shall be paid an incentive of $300.

The following criteria must be met in order to qualify:

An Employee will qualify for the incentive if they have completed one full calendar year of continuous full-time employment and in any year thereafter where eighteen (18) sick leave days have been earned in that year.

The applicable amount will be paid in February following the conclusion of the previous calendar year.

21.07 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 their net regular salary (after regular benefits and deductions are computed).

(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 Article 21.07.

(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 their accrued sick leave entitlement. This shall include circumstances where the Employee's absence was two days or less in duration.

(h) Subject to the approval of the Workers' Compensation Board, 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 their sick bank or any other banked time available, then they 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 subclauses (a) to (h) above, if the incapacity due to the accident qualifies an Employee for disability benefits, the above payments from the Employer shall cease when the disability benefit 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.

21.08 Should any Employee be injured during working hours, and as a consequence be unable to continue working, they shall be paid for the full shift without withdrawal for their sick leave bank, regardless of the time of injury, on the presentation of a Doctor's certificate of their inability to work.

21.09 In April of each year, the Employer shall advise each Employee in writing of the sick leave days accrued to their credit as of the end of the preceding year.

21.10 The Employer may require a prospective Employee to undergo testing by a physiotherapist or occupational therapist to determine the Employee's ability to perform tasks related to the position for which they have applied.

The Employer shall be entitled only to information related to the Employee's ability to carry out the functions of the position.

The expense of the above shall be borne by the Employer.

21.11 Fraudulently applying for and obtaining sick leave shall result in disciplinary action up to and including dismissal.

21.12 It shall be a condition of employment with the Employer that all new Employees shall be medically fit for the duties to which they are appointed. Before the expiry of the probationary period the Employer shall have the right to require a medical examination of any new Employee by a qualified medical practitioner mutually acceptable to the Employer and the Employee, the expense of which shall be borne by the Employer. The Employee agrees to authorize the medical practitioner to provide the Employer with a report respecting any medical condition which might affect the Employee's ability to carry out the duties of their employment.

21.14 Any written correspondence regarding medical leave (including any sick notes for short term illnesses) or accommodations shall be given to People and Culture and kept in a secure confidential medical file. An Employee may give written consent to release their medical information to pertinent individuals.

21.15 All medical documentation required by the Employer will be paid for by the Employer. Where the Employer directs an Employee to seek treatment from a paramedical practitioner it shall pay the cost of such appointment(s).

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to grievances or arbitration.

22.02 (a) Subject to operational requirements, a leave of absence with pay and without loss of seniority shall be granted upon two (2) weeks' notice to the Employer, to Employees elected or appointed to represent the Union or to perform Union business, provided that not more than four (4) Employees shall be absent any one time. In exceptional circumstances the two (2) week notice may be waived by the Manager People and Culture. Such time shall not exceed an aggregate of twenty-five (25) working days in any one calendar year for all Employees attending such Union business. Additional leave may be granted. The full cost of additional days will be billed to the Union. Requests for leave will not be unreasonably denied.

(b) An Employee who is elected or selected for a position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence with pay and benefits without loss of seniority for a period of up to and

including one year. A minimum of thirty (30) days' notice, unless otherwise agreed, shall be provided prior to commencement of such leave. Such leave shall be renewed on request during the leave. The Leave can be renewed for up to an additional year if requested by the Employee. The Union will reimburse the Employer for wages and benefits. The Employer reserves the right to deny such leave or renewal based upon operational requirements involving the Employee concerned; however, the leave shall not be unreasonably denied.

(c) Any denial of Union leave by the Employer will be accompanied by the reasons for such denial.

22.03 After notifying their Supervisor or Designate, the Employee shall be granted up to three (3) days of leave with pay per calendar year for reasons of a personal nature. These days will not be carried over into the next calendar year.

22.04 The Employer shall grant leave of absence, for a maximum period of 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.

22.05 The Employer shall grant leave of absence without loss of seniority and benefits to an Employee who serves as a juror or as a subpoenaed witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or witness fees, excluding payment for traveling, meals, or their 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 their employment shall be considered as time worked at the appropriate rate of pay.

22.06 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave of absence without pay and without loss of seniority so that the Employee may be a candidate in federal, provincial or municipal elections. An Employee who is elected to public office in a federal, provincial or municipal election shall be allowed leave of absence without pay and without loss of seniority during their terms of office.

22.07 An Employee elected or appointed to a full-time position with a First Nation or other Indigenous organization shall be provided a leave of absence for the period of the term.

22.08 The Employer and the Union acknowledge that the leaves provided in accordance with Labour Standards Code shall apply to Employees.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 (a) When a 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. For the purpose of this article, members of the immediate family are the Employee's: spouse, partner(s), common-law equivalent, parents sibling, child, parent-in-law, sibling-in-law, foster parent, foster child, former guardian, ward, pregnancy loss, stepparents, stepchildren, grandparents, great-grandparents, grandchildren, great grand-children, step relations in relation to this clause or any other relative who at the time of death resided with the Employee.

(b) Any Employee shall be granted two (2) additional days of bereavement leave without loss of pay or benefits if a member of the immediate family or the parent of your dependent child dies or is buried outside the Province and the Employee attends the service and such leave is required for reasonable travel to and from the service.

Dependent child shall be defined as any child who:

(a) is under the age of twenty-one (21);

(b) is under the age of twenty-six (26), who is unmarried and is attending an accredited educational institution as a full time student;

(c) is permanently disabled and reliant on the Employee for support.

23.01 (c) The Employer may grant bereavement leave, with or without pay for losses outside of the immediate family, and may grant additional bereavement leave, with or without pay depending on the circumstances.

23.02 Two (2) day's 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 or memorial service of a sibling-in-laws, the parent of your dependent child, niece, nephew, aunt, or uncle, provided the day of the funeral or memorial service is a normal working day. If the funeral or memorial service falls on a weekend, the Employee will be granted one day bereavement leave with pay.

23.03 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.

23.04 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.

23.05 Where the family of a current Employee who passes away requests pallbearers from the Halifax Regional 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.

ARTICLE 24 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

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

(b) Pregnancy, parental or adoption leave shall be deemed to be continuous employment for the Employee while the Employee is on leave.

(c) Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employer shall provide alternate safe employment for the Employee at no reduction in pay or benefits for the period of the pregnancy. Should the Employer be unable to provide such safe alternative employment, the Employee shall be granted an unpaid leave of absence until the birth of the child. Such leave shall be deemed to be pregnancy leave, and all the provisions of this Article 24 shall apply to said leave.

(d) An Employee shall notify the Employer a minimum of four (4) weeks prior to the anticipated commencement of pregnancy leave, parental leave or adoption leave and a minimum of four (4) weeks' notice shall be given to the Employer prior to the anticipated return date from such leave.

(e) An Employee returning to work from pregnancy, parental or adoption leave shall be placed in their former position without reduction to their wages and benefits subject to other provisions of this Collective Agreement (e.g. lay-off, technological change, etc.)

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

24.03 Pregnancy/parental/adoption leave shall not be deducted from an Employee's accumulated sick leave credits.

24.04 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.

24.05 If the Employee is covered by the Employer's contributory benefit plans, they may continue their 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.

24.06 (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 Employment 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 per cent (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 (½) the bi-weekly rate of pay to which the Employee is entitled for their classification on the date immediately preceding the commencement of the Employee's pregnancy leave. In the case of a Part-Time Employee, such

weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification. For the purpose of this calculation the hours used for a Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Employee as a percentage of full-time hours, whichever is greater.

24.07 Employees shall be allowed a leave of absence with pay, and without loss of seniority for the birth or adoption of a child – two (2) days.

ARTICLE 25 – SALARIES

25.01 The Employer agrees that effective as of the first day of November 1,2023, all Employees in classifications covered by this Agreement shall be paid at the respective rates for each classification, as set out in Schedule "B" annexed hereto and forming part of this Agreement.

25.02 If any Employee covered by this Agreement has not received the wages earned in any one period by reason of shortage, the wages shall be adjusted and paid as soon as reasonably possible and no later than three (3) business days.

25.03 The start rate for Schedule "B" shall be 85% of the twelve (12) month rate for each of the classifications covered under this Collective Agreement subject to overall wage negotiation. Effective November 17,2024 the start rate will be eliminated.

25.04 Any Employee who is making more than the new hourly start rate for their classification will move to the new (12) month hourly start rate for their classification. Any Employee making less per hour than the new hourly start rate will be moved to the new hourly start rate for their classification. Employees will move to the 12-month rate one calendar year after their date of hire with the exception of leaves in excess of 30 consecutive working days. Time in excess of 30 consecutive working days of absence will be added to the time required to move to the 12-month rate. Effective November 17, 2024, the start rate will be eliminated.

ARTICLE 26 – JOB CLASSIFICATION AND REVIEW

26.01 Existing classifications and jobs within classifications shall not be eliminated until prior discussions have been held with the Union.

26.02 (a) The Parties agree to maintain the Classification Relativity Matching System as implemented in 2018/2019 and as amended from time to time in accordance with Article 26.07. A signed copy shall be retained by both Parties.

26.02 (b) The Parties further agree to maintain a Committee to apply the Classification Relativity Matching System as required by this Article. The Committee shall be made up of up to three (3) representatives of the Union (one of which may be the CUPE National Representative), and up to three (3) representatives of the Employer. The Committee shall have the services of a CUPE JE Officer from the National Office.

26.03 When the Employer creates a new position in the bargaining unit, the Employer will notify the Union thirty (30) days prior to the posting of such position. The Employer shall draft a new job description for the new position. The Employer shall discuss the proposed job description with the Union prior to final approval. Three (3) representatives from each Party shall meet to match the job to the appropriate rate of pay and address any other concerns they may have. In the event of a delay, the rate of pay shall be retroactive to the time the position was first filled by an Employee. The Employee filling the new position may request to have their position reviewed after a period of twelve (12) months working in the new position.

26.04 Whenever the Employer substantively changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have substantively changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

(a) The incumbent(s) through the Union, or the Supervisor/Employer may request a position review via People and Culture, with a copy to the Union;

(b) The Incumbent(s) shall provide the Union with supporting evidence of the claim;

(c) The Employer shall proceed to gather accurate, up-to-date information on the job and update the job description as necessary.

(d) The Committee will meet to review the job description and ensure the job is matched to the appropriate rate of pay.

(e) Any changes in pay are effective 30 days prior to the date the request is made to the Employer.

(f) Interviews with the Incumbent(s) and/or Management may be used to obtain additional information and clarification on job qualifications, duties and responsibilities.

(g) Employees, who have submitted a request for review, will not be eligible for a further review request for a period of one (1) year unless the Parties agree to waive this time limit or significant new information is brought to their attention.

26.05 No incumbent shall participate in a review of their own job and no supervisor shall participate is a review of a direct report. Both Parties will ensure that their representatives do not have a conflict of interest in respect to the review.

26.06 All decisions in respect to positions considered under the Classification Relativity Matching System will require full consensus of the Parties. If Parties are unable to reach a consensus decision, any dispute shall be decided through arbitration.

26.07 Requests from Employees or the Employer to review a position will be brought to the Committee for review within 3 months of the request unless mutually agreed otherwise.

26.08 Any changes to the Classification Relativity Matching System will require the agreement of the Parties.

ARTICLE 27 – TECHNOLOGICAL CHANGES

27.01 Four (4) months before the introduction of any change in methods of operation including any technological change 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.

27.02 An Employee who is rendered redundant or displaced from their job as a result of technological change or other changes in methods of operations shall be given an opportunity to fill any vacancy for which they have seniority and which they are qualified and able to perform. If there is no vacancy, they shall have the right to displace Employees with less seniority in accordance with the procedure set out in Article 16.05.

27.03 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 26 (changes in classification). If there is a dispute concerning in which bargaining unit a new classification should be placed, all the affected Parties will meet to discuss a resolution of the matter. If the affected Parties can not reach an agreement, the matter may be referred to either an Arbitrator or the Labour Board.

27.04 In accordance with Article 27.01 the Union shall be notified in writing of the following:

(a) the nature of the technological change;

(b) the anticipated date such change is to take place;

(c) the number and classification of the Employees likely to be affected by the technological change;

(d) the effect that the technological change may have on the terms, conditions and employment of the Employees affected;

(e) the anticipated number of jobs and job classifications to be created or abolished by the proposed technological change or reorganization.

ARTICLE 28 – TECHNICAL INFORMATION AND PROFESSIONAL DEVELOPMENT

28.01 The Employer shall make available to the Union on request, details of job descriptions, job classifications, and wage rates that relate to Employees covered by this Agreement. If at the time of such request, such information is not available, the Employer shall be allowed two (2) weeks to provide it.

28.02 The Employer shall endeavour to distribute notice by electronic means of training opportunities for which Employees may be interested.

28.03 The Employer shall pay the fees for all Employer required certifications and licenses, including the cost of any related physical examinations required by the Employer and/or the Department of Labour, Skills and Immigration for each Employee who is required to renew such certifications and licenses as a condition of their classification.

28.04 The Employer shall make available to Employees and pay for the Continuing Education Units required for Employees to maintain their certifications or licenses.

28.05 Employees may submit a request for a particular educational opportunity to their Supervisor. The Supervisor will respond to the request within ten (10) working days.

ARTICLE 29 – JOINT JOB EVALUATION

29.01 If during the life of the Agreement both Parties feel the necessity to carry out a Job Evaluation Program, the Parties agree that a Joint Job Evaluation Committee will be established to assure the maintenance and implementation of the job evaluation program.

29.02 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.

29.03 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 11 and 12 herein.

29.04 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 30 – SAFETY AND HEALTH

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

30.02 There shall be a Safety Excellence Committee (SEC) which will have representatives from the Local Executive and the CUPE National Representative as well as the CUPE Occupational Health and Safety Officer.

30.03 There shall be Operational Safety Meetings which will be held on a regular monthly basis for each depot / work groupings for information to flow to the Employees and back to the Joint Occupational Health and Safety meetings. These meetings will be co chaired by the Manager/Supervisors and Designated Safety Representative (DSR) for the work grouping. Each Committee shall promote safety and sanitary practices in compliance with the Occupational Health and Safety Act. Minutes will be taken and shared with the JOHSC and SEC where appropriate.

30.04 The Parties are committed to providing a healthy and safe work environment to prevent occupational illness and injury. The Employer will in consultation with the Joint Occupational Health and Safety Committees and through the Operational Safety Meetings, to develop and maintain a health and safety program that includes safe work practices to manage hazards in the workplace including the potential for violence. The Union will work to encourage conformity with these policies and practices and will promote the participation of its members in Operational Safety Meetings and Joint Occupational Health and Safety Committees.

30.05 The Joint Occupational Health and Safety Committees shall hold regular monthly meetings and additional ones 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.

30.06 Where the Union has a recommendation for the improvement of health and safety in the workplace it will make that recommendation in writing to the Chair of the applicable Joint Occupational Health and Safety Committee (JOHSC). If the Union is not satisfied that the subject matter of the recommendation has been appropriately actioned, the Union can forward the recommendation to the Employer through the SEC. The Employer agrees to consider recommendations from the Union and respond in writing within 28 days to indicate their acceptance or provide written reasons for their disagreement with the recommendations.

30.07 No Employee shall be disciplined by the Employer for exercising their right to refuse unsafe work as provided under the Occupational Health and Safety Act of Nova Scotia.

30.08 The Employer agrees to provide such safety and protective clothing as may be required in the workplace. Members of the Joint Occupation Health and Safety Committee and the Designated Safety Representatives will also be provided with, or have access to, such safety and protective clothing as may be necessary to carry out their duties.

30.09 (a) The Employer agrees to provide each Employee covered by this Agreement with the appropriate rain gear, winter coveralls and one pair of summer overalls/coveralls if required by the Employee. Any such item(s) provided shall be replaced as required provided the Employee turns over to the Employer any worn out or damaged item(s) in return for the replacement(s). Employees that primarily work outside may opt to have a set of winter jacket and pants in lieu of winter coveralls as required but not more than once every 7 years.

(b) Subject to pre-authorization from Procurement, if an Employee requires an item listed in Article 30.08 (a), regular PPE or an item normally supplied by HRWC stores and that is not available in HRWC stores (e.g. certain sized PPE or gender specific PPE) the Employee can purchase the item that suits them and submit the receipt to their Supervisor for reimbursement.

(c) All Employees, who by virtue of their job duties or roles within Halifax Regional Water Commission are required to wear safety boots, will be provided an allowance in accordance with Schedule "C" on the first pay of January and June of each year to supply their own winter/summer safety boots/shoes including rubber boots. If by reason of accident or incident the boots/shoes are damaged because of work, the Employee will have the boots replaced by the Employer without additional cost to the Employee.

(d) New hires will receive an allowance under Article 30.08 (c) upon hire. A new hire will be entitled to an additional allowance at six (6) calendar months of employment after such time they will be entitled to the next scheduled allowance.

30.10 The Parties agree to take appropriate action to prevent workplace violence. This may be achieved through conducting workplace violence risk assessments, developing violence prevention plans based on those assessments, and providing training to Employees to address factors identified in the violence prevention plans.

ARTICLE 31 – EMPLOYEES BENEFITS

31.01 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.

31.02 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.

31.03 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.

31.04 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.

31.05 All Employees in CUPE Local 1431 will be eligible to participate in the Halifax Water Benefit Credit Plan as per the terms of Halifax Water Policy #8.19 as amended from time to time. Employees who elect not to participate in the Halifax Water Benefit Credit Plan will have the 2% benefit credit (which is calculated as 2% of the October 31st salary) for the upcoming calendar year added as "benefit credit in cash" to their regular biweekly salary.

ARTICLE 32 – INCLEMENT WEATHER

32.01 An Employee covered by this Agreement who is sent home by the Employer due to an office closure shall be paid at the prevailing rate for the remainder of the shift.

32.02 In the event an Employee is not able to make it into work due to inclement weather, an Employee shall take vacation time or banked time. If all vacation or banked time has been previously exhausted, the Employee may be granted time off without pay. If an Employee arrives late, they will make up the time with approval from the Employer or they can take vacation or banked time.

ARTICLE 33 – CONTRACTING OUT

33.01 The Employer agrees that the normal work or services performed by the Employees shall not be assigned to persons outside the bargaining unit except in the case of emergency. In the event such an emergency should happen, no Employee shall be laid off or displaced during this period.

ARTICLE 34 – NO STRIKE OR LOCKOUT

34.01 The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Trade Union Act.

ARTICLE 35 – BULLETIN BOARDS AND CLOTHING ACCOMMODATION

35.01 The Employer will provide a CUPE Local 1431 bulletin board in each worksite. These boards will be located in areas that are highly visible to Employees. These boards may be shared upon mutual agreement.

35.02 Halifax Regional Water Commission facilities, which are staffed full time, shall include a sanitary lunch room, shower where feasible, wash up and toilet(s) facilities and a place to store and change clothes.

ARTICLE 36 – HARASSMENT

36.01 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 N.S.

36.02 The Parties recognize that exposure to harassment and bullying, may lead to mental injury. The Employer agrees to address these hazards in an appropriate manner.

36.03 In the event of a harassment complaint both Parties may be put on paid leave until the investigation is complete and any remedial action is taken.

36.04 When a member of Local 1431 is involved in a complaint under this Article, they have the right to Union representation at each step throughout the process.

36.05 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 1431 is involved in a complaint under this Article, the Union may request this to occur. Such request shall be in writing and shall indicate the reason for the request. The Employer will consider such request and shall appoint an independent third Party where it is not feasible to conduct an internal investigation or where an internal investigation will lead to a

reasonable apprehension of bias. In cases where the Employer denies the Union request for a third-Party investigator or mediator the Employer will give reasons in writing to the Union.

ARTICLE 37 – GENERAL

37.01 (a) Any reference indicating a particular gender or sex shall be deemed to include all sexes, genders and gender-expressions.

(b) Words in the singular include the plural, and words in the plural include the singular, except where the Agreement or the context dictate otherwise.

(c) Where the term "Employee" is used, unless otherwise specified, it shall mean only those Employees who are members of CUPE Local 1431 and covered by this Agreement.

37.02 All monies owed to an Employee shall be paid to the Beneficiary or the Estate of the Employee upon the Employee's death.

ARTICLE 38 – PRESENT CONDITIONS AND BENEFITS

38.01 All rights and benefits 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.

38.02 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.

38.03 Amalgamation or Merger - In the event that the Employer merges or amalgamates with any other body, the Employer shall, subject to legislative enactment to the contrary, ensure that:

(a) Employees shall be credited with all seniority rights with the new Employer in effect at the time of amalgamation or merger.

(b) 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.

(c) 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.

(d) No Employee at the time of merger or amalgamation shall suffer a loss of employment as a result of a merger or amalgamation.

38.04 Present incumbents shall be retained in their position or in a reclassified position even if they do not meet the minimum qualifications (knowledge, skills, education or equivalent). Employees who apply for another position will be subject to Article 15.

ARTICLE 39 – DURATION AND TERMINATION OF AGREEMENT

39.01 This Agreement shall be binding and remain in effect for a forty-eight (48) month term certain, commencing November 1, 2023 and ending October 31, 2027 and shall continue thereafter from year to year unless either Party gives to the other Party notice in writing, at least sixty (60) days prior to the 31st of October 2027 or sixty (60) days prior to the 31st of October in any subsequent year, that it desires its termination or amendment.

39.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement. Any mutually agreed changes to this Collective Agreement shall be in writing, shall be signed by the General Manager on behalf of the Employer and two (2) members of the Union Executive and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

39.03 Retroactive pay will be paid to former Employees who have retired since November 1, 2023.

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 the date of signing with the exception of salaries set out in Schedule B, and overtime which shall be effective retroactively to November 1, 2023.

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

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) HALIFAX REGIONAL WATER COMMISSION

COMMISSION

in the presence of)

) Per: _____

) Corporate Treasurer

)

) Per: _____

) General Manager

)

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL UNION NO. 1431

) Per: _____

) President/Jessica Haley

) Per: _____

) Justin Cull

) Per: _____

) Anna Thibault

) Brenna Per: Farmer Digitally signed by Brenna Farmer Date: 2024.12.03 09:57:48 -04'00'

) Brenna Farmer

) Per: _____

) Logan Hunter

SCHEDULE 'A' – HOURS OF WORK

Position	Hours of Work	Hours/day	Hours/year
Operations Support Operations Support - Locates	*8:00 am to 5:00 pm 1 hr. lunch	8	2080
Operations Technologist	*8:00 am to 4:30 pm 1 hr. lunch	7.5	1950
Accountant Accounting Support Clerk Applications Administrator Billing Analyst Billing Edit Clerk Business Analyst Cross Connection Control Technologist Data Analyst Engineering Information Tech I or II Engineering Technologist I or II GIS Analyst GIS Programmer/Developer GIS Systems Administrator I&T Goods and Services Analyst IS Support Technician I, II or III Land Management Technician Process Documentation Specialist Procurement Officer Procurement Support Representative Safety Auditor & Training Specialist Source Water Planner Source Water Quality Specialist Water Quality Process Specialist Watershed Resource Technician Workforce Management Data Analyst Works Advisor	*8:30 am to 4:30 pm 1 hr. lunch	7	1820
Compliance Inspector Water Quality Inspector	*7:00 am to 3:00 pm or 8:30 am to 4:30 pm 1 hr. lunch	7	1820

Customer Care Collections Clerk Customer Care Representative Senior Customer Care Representative	Scheduled shifts 8:00 am to 6:00 pm 1 hr. lunch	7	1820
Part Time Customer Care Representative	8:00 am to 6:00 pm	4	1040

*Flexible Schedule 7:30 am – 5:00 pm with minimum ½ hr., maximum 1 ½ hr. lunch break.

SCHEDULE "B" – CLASSIFICATION AND PAY PLAN

During the life of the Agreement the Parties will meet to collect and review market data related to jobs in the bargaining unit.

Effective November 17, 2024, the start rate for all positions within the bargaining unit will be eliminated.

Implement Phase 2 of the Pay Line Model tabled on June 25, 2024, Effective November 1, 2025.

***Wages will be retroactive 1.5% on top of the 2.25% already provided on Nov 1, 2023.**

Band	Position	Hours of Work	1-Nov-23 start rate *3.75%	1-Nov-23 *3.75%	1-Nov-24 **start rate to Nov 16/24	1-Nov-24 3.75%	1-Nov-25 w/ payline adj.	1-Nov-25 2.50%	1-Nov-26 2.50%
1	Vacant		24.08	28.32	24.98	29.39		30.12	30.88
2	Accounting Support Clerk Customer Care Representative Engineering Information Tech I IS Support Tech I Process Documentation Specialist (Customer Care)	1820	25.51 46435.22	30.01 54629.67	26.47 48176.54	31.14 56678.28	31.95	32.75 59603.53	33.56 61093.62
3	Billing Edit Clerk Customer Care Collections Procurement Support Representative Senior Customer Care Representative Works Advisor	1820	27.03 49204.65	31.80 57887.82	28.04 51049.82	32.99 60058.61	34.43	35.29 64234.04	36.17 65839.90
3	Operations Support Operations Support (Locates)	2080	27.03	31.80 66157.51	28.04 58342.65	32.99 68638.41	34.43	35.29 73410.34	36.17 75245.59

Band	Position	Hours of Work	1-Nov-23 start rate *3.75%	1-Nov-23 *3.75%	1-Nov-24 **start rate to Nov 16/24	1-Nov-24 3.75%	1-Nov-25 w/ payline adj.	1-Nov-25 2.50%	1-Nov-26 2.50%
4	Billing Analyst Compliance Inspector Engineering Technologist I (Project) Engineering Technologist I (Planning) Land Management Technician Water Quality Inspector Workforce Management Data Analyst	1820	30.28 55121.16	35.63 64848.43	31.42 57188.21	36.96 67280.25	37.78	38.73 70485.66	39.69 72247.80
5	Cross Connection Control Data Analyst Data Analyst - Asset Management Data Analyst - GIS Data Analyst - Water Quality Programs Data Analyst - Wet Weather Program Engineering Information Technician II Engineering Technologist II - Asset Management Engineering Technologist II - Environment Engineering Technologist II - Planning Engineering Technologist II - Capital Project Inspections Engineering Technologist II - Capital Project Delivery Engineering Technologist II - EMS Engineering Technologist II - Operations	1820	33.95 61792.98	39.94 72697.63	35.22 64110.22	41.44 75423.79	41.44	42.47 77309.38	43.53 79242.12

Band	Position	Hours of Work	1-Nov-23 start rate *3.75%	1-Nov-23 *3.75%	1-Nov-24 **start rate to Nov 16/24	1-Nov-24 3.75%	1-Nov-25 w/ payline adj.	1-Nov-25 2.50%	1-Nov-26 2.50%
	Engineering Technologist II - Stormwater I&T Goods & Service Analyst IS Support Tech II Watershed Resource Technician								
5	Operations Technologist	1950	33.95 66206.77	39.94 77890.31	35.22 68689.52	41.44 80811.20	41.44	42.47 82831.48	43.53 84902.27
6	Accountant Business Analyst GIS Analyst Procurement Officer Safety Auditor and Training Specialist Source Water Planner Source Water Quality Specialist Water Quality Process Specialist	1820	35.94 65412.13	42.28 76955.44	37.28 67865.08	43.86 79841.27	44.46	45.57 82946.76	46.71 85020.43
7	Applications Administrator GIS Systems Administrator GIS Programmer/Developer IS Support Tech III	1820	38.11 69377.45	44.84 81620.53	39.54 71979.10	46.52 84681.30	47.70	48.89 88990.03	50.11 91214.78
8	Vacant	1820		49.53 90144.60		51.38 93511.60	53.59	53.59 97533.80	54.92 99972.15
	Student Rate			22.56		23.40		23.99	24.59

** start rate to be eliminated on Nov 17/24

Effective from November 1, 2023 to November 16, 2024

To form part of the classification and pay plans	
1	New Employees entering the bargaining unit will receive the Start Rate and go through the normal progression steps as per Article 25.04.
2	In the event of promotion of an Employee within the bargaining unit to a higher classification, the Employee will go to the "Start" rate in the new classification or maintain their existing annual rate of pay whichever is higher. Following Article 25.04, the Employee will go to the "12 Month" rate.
3	Progression: When a position is awarded, the incumbent shall be provided with the date of applicable progression pursuant to a successful probationary period, further qualifications and experience required for the progression with a copy to the Recording Secretary. Information Services Support Technician I, Engineering Information Technician I, and Engineering Technologist I (Project/Planning): Progression from a Level I classification to a Level II classification, for the above positions, is automatic when the minimum qualifications for the higher classification are met. The incumbent will move to the 12-month rate of the Level II classification as per Article 25.04. Information Services Support Technician II: Progression from a Level II classification to a Level III classification, for the above position, is automatic when the minimum qualifications for the higher classification is met. The incumbent will move to the 12-month rate of the Level III classification as per Article 25.04.
4	Employees regular bi-weekly pay will be based on the annual salary in Schedule B divided by 26.0916. All Payroll calculations will be adjusted 4 decimal points out from the salary to the hourly rate, ie. $56678.28 is $31.1419. Overtime shall be calculated and paid at the normal hourly rate as per Schedule B of the Collective Agreement.

Effective November 17,2024

To form part of the classification and pay plans	
1	Progression: When a position is awarded, the incumbent shall be provided with the date of applicable progression pursuant to a successful probationary period, further qualifications and experience required for the progression with a copy to the Recording Secretary. Information Services Support Technician I, Engineering Information Technician I, and Engineering Technologist I (Project/Planning): Progression from a Level I classification to a Level II classification, for the above positions, is automatic when the minimum qualifications for the higher classification are met. The incumbent will move to the rate of the Level II classification. Information Services Support Technician II: Progression from a Level II classification to a Level III classification, for the above position, is automatic when the minimum qualifications for the higher classification is met. The incumbent will move to the rate of the Level III classification.
2	Employees regular bi-weekly pay will be based on the annual salary in Schedule B divided by 26.0916. All Payroll calculations will be adjusted 4 decimal points out from the salary to the hourly rate, i.e. $56678.28 is $31.1419. Overtime shall be calculated and paid at the normal hourly rate as per Schedule B of the Collective Agreement.

SCHEDULE 'C' – SAFETY FOOTWEAR

Compliance Inspector Cross Connection Control Technologist Engineering Technologist II (Environmental) Engineering Technologist I (Project/Planning) Engineering Technologist II (Capital Project Delivery / Capital Project Inspection / Planning) Engineering Technologist (EMS) Engineering Technologist II (Operations) Engineering Technologist II (Stormwater) Operations Technologist Safety Auditor and Training Specialist Source Water Quality Specialist Water Quality Inspector Water Quality Process Specialist Watershed Resource Technician	**$250.00** in January and June

All other positions will be on an 'as required' basis.

MEMORANDUM OF UNDERSTANDING – PENSIONS #1

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.

Dated this 19TH day of November, 2024.

Signed on behalf of:

Halifax Regional Water Commission

Canadian Union of Public Employees, Local 1431

MEMORANDUM OF UNDERSTANDING – PART-TIME CUSTOMER CARE REPRESENTATIVES

(a) The Employer may hire up to two (2) Part Time Customer Care Representative(s) at any given time.

(b) A Part-time Customer Care Representative shall work a maximum of four (4) consecutive hours per day between the regular working hours of 8:00 am and 6:00 pm Monday to Friday. The Schedule shall remain consistent except as modified by mutual consent between the Employer and the Employee. Part time Customer Care Representative(s) do not receive a lunch break but will receive a one (1) fifteen (15) minute break during their shift.

(c) Any time worked outside the hours stated in (b) above shall be at the applicable overtime rates.

(d) All Part Time Customer Care Representatives shall be eligible for all the rights and benefits of this Collective Agreement including Article 31, Pension Plan, Group Medical and Dental plan as well as any other benefits that meet the twenty (20) hour per week minimum requirement. Sick leave, vacation, and the sick leave incentive shall be pro-rated.

(e) The probationary period under Article 14.03 (a) shall apply to Part Time Customer Care Representatives.

Dated this 19TH day of November, 2024.

Signed on behalf of:

Halifax Regional Water Commission

Canadian Union of Public Employees, Local 1431

MEMORANDUM OF UNDERSTANDING – RETIREMENT ALLOWANCE

As at the date of signing the Collective Agreement, the accrual of "service" used in the calculation of retirement allowance for members of Local 1431 is frozen. Current Local 1431 members (including members with less than ten (10) years of service) will have a retirement allowance computed on the basis of three (3) working days for each completed year (partial years excluded) of service, from the date of employment with the Employer to the signing of the Collective Agreement, to a maximum of one hundred eighty (180) calendar days, or six (6) calendar months. For the purpose of this Memorandum, three (3) days' pay shall be equivalent to one- seventh (1/7) of one month's salary at the time such pre-retirement leave is taken.

1. All CUPE Local 1431 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. Payment of the accumulated retirement allowance, 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) To receive 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 as at the date of retirement,

      or

b) In lieu of receiving a one-time, lump sum payment, Employees may choose to take pre-retirement leave with pay at an amount equivalent to the accumulated retirement allowance as calculated in (a) above. Employees may choose to use all or a portion of the pre-retirement leave to bridge them to their retirement date. In situations where only 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.

2. All CUPE Local 1431 Employees (including new hires on a go forward basis) will receive an additional three (3) days' vacation per year to their entitlement as per Article 20.

3. Accumulated retirement allowance amounts not elected under Option 1 above, may 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. 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.

4. 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.

Memorandum of Understanding – Retirement Allowance

Dated this 19th day of NOVEMBER, 2024.

Signed on behalf of:

Halifax Regional Water Commission	Canadian Union of Public Employees, Local 1431

MEMORANDUM OF UNDERSTANDING – Movement between 1431 and 227

Memorandum of Understanding

between

Halifax Water

and

CUPE Local 1431

RE: Movement between 1431 and 227

WHEREAS there are two CUPE Locals within Halifax Water; and

WHEREAS the Parties encourage a long work career at Halifax Water; and

WHEREAS there are opportunities for growth in each of the bargaining units within Halifax Water, to use an Employee's skill set; and

THEREFORE, the Parties agree to the following when an opportunity for a member who is currently employed in a permanent position in Local 227 wants to apply for a position within Local 1431:

1. When a 227 Employee takes a permanent position within this Collective Agreement their time in the sick leave and vacation banks will be transferred on a day for day basis. Their time in Time in Lieu banks shall be transferred on an hour for hour basis. Any time in their standby/holiday bank will go to their time in lieu bank. They will have until the following fiscal year end to use any time beyond the allotment in this agreement. Any time in excess of the banks will be paid out if not used prior to the end of the fiscal year.

2. Their Seniority will be held in their home local. They will start receiving seniority within Local 1431 on their first day as a Permanent Employee after the end of their probationary period back to their start date in 1431 as per Article 14.

3. Their years of service with the Employer shall be recognized for vacation and all other entitlements except for job postings.

4. During the period of time a 227 Employee fills a term or temporary position within 1431, the Employees' excess time (anything more than what would fill their equivalent banks in 1431 as in #1) is frozen until they return to a position within Local 227.

Memorandum of Understanding – Movement between 1431 and 227

Dated this 19TH day of NOVEMBER, 2024.

Signed on behalf of:

Halifax Regional Water Commission

Canadian Union of Public Employees, Local 1431

MEMORANDUM OF AGREEMENT - PENSION PLAN #2

Following receipt and approval of the pension valuation scheduled for January 2025, the Employer will schedule a meeting with the Local to review the current state of the pension plan and to discuss potential changes to pension benefits as outlined in the current Pension Memorandum # 1.

Dated this 19TH day of NOVEMBER, 2024.

Signed on behalf of:

Halifax Regional Water Commission

Canadian Union of Public Employees, Local 1431

MEMORANDUM OF AGREEMENT - TRAINING

The Parties agree to strike a Joint Committee within three (3) months of the signing of the Collective Agreement made up of five (5) representatives of the Union and five (5) representatives of the Employer.

The Committee shall determine the Terms of Reference.

The purpose of the Committee is to review existing roles and training requirements within the bargaining unit, to identify recommended training requirements including, but not limited to, formal and informal training, on the job training, familiarization with their specific role, to ensure that Employees are successful in their positions for new Employees and Employees who are new to a position, and to identify recommended training opportunities for existing Employees within their current role.

The Committee shall provide written recommendations to the Employer and to the Labour Management Committee within nine (9) months of the signing of the Collective Agreement, or as mutually agreed by the Committee.

Dated this 19TH day of NOVEMBER, 2024.

Signed on behalf of:

Halifax Regional Water Commission	Canadian Union of Public Employees, Local 1431

LETTER OF UNDERSTANDING - MODIFIED WORK WEEK

The Parties agree to strike a committee within the first nine (9) months of signing of this Collective Agreement to review various modified work week models available. The Committee will seek input from Management to see if there is any viability for implementation during the life of the agreement.

Dated this 19TH day of November, 2024.

Signed on behalf of:

Halifax Regional Water Commission

Canadian Union of Public Employees, Local 1431

MEMORANDUM OF AGREEMENT – DEFINED CONTRIBUTION PLAN

The Employer will establish a Defined Contribution Pension Plan (DCPP).

1. Halifax Water Pension Plan members shall have an initial opportunity to elect to participate in the DCPP. Annually thereafter, Employees may elect to participate in the DCPP.

2. The Employer will provide instructions for the initial election along with a deadline for electing to participate.

3. Employees who elect to participate will contribute 6% of all overtime earnings.

4. The Employer will match the contribution.

5. The effective date for contribution to the DCPP shall be July 1, 2025.

6. New Employees hired after July 1, 2025, shall be given a one-time election upon hire and yearly thereafter.

Dated this 19TH day of November, 2024.

Signed on behalf of:

Halifax Regional Water Commission	Canadian Union of Public Employees, Local 1431

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