



## **COLLECTIVE AGREEMENT**

**between**

**HALIFAX REGIONAL WATER COMMISSION**

**-and-**

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



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THIS AGREEMENT made in duplicate on the 17<sup>th</sup> day of August, 2015

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 the public water, wastewater and stormwater systems;
- (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, well being, safety and security of all the employees in the bargaining unit of the union;

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 he/she has 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 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 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.

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.

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

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

Student appointments will not displace or replace any member of the bargaining unit and will not fill any vacant or temporary position within the bargaining unit.

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.

Students shall pay union dues. The Employer agrees to not employ students when permanent full-time employees are on lay off. Overtime paid to students shall be limited to extension of a specific task that they have been working on during the day.

- 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 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 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 race, creed, colour, national origin, political or religious affiliation, gender, sexual preference or marital status, family status, mental or physical disability, nor by reason of his/her membership in the Union.

The Parties are bound by the Human Rights Act (NS) and Regulations.

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.

### **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 upon completion of sixty (60) days 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 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.

5.03 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.

5.04 Income Tax (T-4) slips prepared by Employer shall include a record of the amount of union dues paid by each employee during the same taxation year.

#### **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 5 and 6 dealing with the Union Membership and Dues Check Off. The Employer shall supply to all newly-hired Employees a hard copy of this Agreement and all pensions and benefit plans and Employer policies within seven (7) days of being hired.

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

#### **ARTICLE 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 Human Resources of the Employer, or designate, and the Recording Secretary of the Union, with a copy to the President of the Local.

#### **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:

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

- 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 within its five (5) appointees representatives of the Canadian Union of Public Employees 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 his/her 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 Steward and/or Union Designate(s) selected, along with the officers of the Union and a representative from the Canadian Union of Public Employees shall constitute the Grievance Committee.
- 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 his/her work without the permission of his/her 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 his/her Steward or to the Chairman of the Grievance Committee.

Informal Step: If the Union Steward or Chairman of the Grievance Committee considers the grievance to be justified, the Employee(s) concerned, together with his/her Steward or Chairman 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 his/her 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 she feels are unsafe or unhealthy shall first discuss the conditions with his/her immediate supervisor and if the conditions cannot be resolved between the employee and supervisor the 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 his/her 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 his/her own procedures, but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitrator shall render a decision as soon as reasonably possible following the conclusion of the hearing.
- 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 disagree 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.

## ARTICLE 13 – DISCHARGE, SUSPENSION, AND DISCIPLINE

- 13.01 (a) Any employee covered by this Agreement who has completed his/her 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 his/her 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.
- 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 his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the time of such discharge or suspension. Notwithstanding this provision, 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 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 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 his/her normal duties, there shall be an immediate conference between the parties hereto before any direction is made by either party as to whether the picket line should or should not be respected. A legal picket line is a picket line set up as a result of a legal strike under the Trade Union Act.
- 13.05 An employee shall have the right, during business hours, and by appointment with the Human Resources Director or designate, to review his/her personnel file, and the Employee shall also have the right to a photocopy of any document in his/her 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 him/her present at any disciplinary meeting.

The supervisor shall advise any employee that he/she has 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.

#### **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 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.

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.

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

The term period may be extended by mutual written agreement between the Union and the Employer. Seniority shall have no application during their term period of employment. Should the Employer determine, subject to the posting procedure in Article 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.

14.04 An Employee shall not lose seniority rights if she is 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 his/her seniority in the event:

- (1) He/She is discharged for just cause and is not reinstated.

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

14.06

- (a) No employee shall be transferred or assigned to a position outside the Bargaining Unit without his/her consent.
- (b) If an employee is assigned, transferred or appointed to a temporary position outside the Bargaining Unit, but in the employ of the Employer, he/she shall continue to accumulate seniority for a period of up to one year after leaving the Bargaining Unit but he/she will not accumulate any further seniority in the Bargaining Unit after this period unless mutually agreed between the parties.
- (c) Should a Bargaining Unit employee apply for and be appointed to a full time regular non-bargaining unit position, he/she 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. The Employee shall retain their accrued seniority for a period of one (1) year after leaving the bargaining unit. In the event the Employee does not return to the bargaining unit within the one (1) year period, he/she shall forfeit all accrued seniority.

#### **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.



- (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 Human Resources 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, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority unless his/her former position has been

eliminated because of technological or other changes as provided for in Article 27.03. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority, unless his/her former position has been eliminated because of technological or other changes as provided for in Article 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 his/her qualifications within the ninety (90) day trial period he/she shall revert to his/her former position. Extensions of the trial period shall be upon mutual agreement between the union and the employer.
- 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, 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 his/her regular duties because of age, accident, or illness shall be given a position, provided such a vacancy exists and he/she is capable of fulfilling the duties pertaining to such position and he/she 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 his/her 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 his/her 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.

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 :

(1)An employee whose period of employment is less than three months;

(2)An employee employed for a definite term or task for a period not exceeding twelve months;

(3)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, he/she shall be paid her 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 she/he was 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 she/he is 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. Flexible hours between 8:00 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. If agreement on the flexible schedule cannot be reached, the hours of work shall be the normal hours.
- 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 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 first full pay period following the signing of this agreement Employees shall be paid a \$1.10/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 who:  
i) are called in to work after their regular work hours; and  
ii) who are scheduled to work the following day; and  
iii) who work at least six hours, of which at least four hours are after midnight, shall be entitled to a paid rest period the next work day equivalent to the number of hours worked past midnight.

## ARTICLE 18 - OVERTIME

- 18.01 All time worked beyond the regular work day and not covered 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, excepting the classifications noted in 18.02 (b), who are requested to work and who perform such work for the Employer after their regular working day, and not covered by a flexible work schedule, until 11:30 p.m. shall be paid at the rate of one and one-half (1 ½) times the regular rate for time so worked. All work performed between 11:30 p.m. and 8:30 a.m. shall be paid at the rate of double time.
  - b) The Engineering Technologist (Planning), Engineering Technologist (Project) and Cross Connection Control Technologist 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 the rate of 1 ½ 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.
  - c) Engineering Technologists and Operations Technologists who work a scheduled (night) shift as their regular shift and who are requested to and work between 7:00 a.m. and 10:00 p.m. shall be paid at the rate of double (2) times their regular rate for all hours worked during this time.
- 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 he/she qualifies 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 endeavour to work overtime when authorized and required by the Employer. The Employer will endeavour to keep overtime to a minimum. There shall be no overtime worked in any operation while there are employees on layoff who are available and able to perform the work.

- 18.05 An employee who is required by the employer to work outside his/her 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 of seventeen (\$17.00) with a receipt for the purchase of supper.
- 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.

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

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 his/her 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 24<sup>th</sup> or December 31<sup>st</sup> provided the employee is scheduled to be in attendance at work on these two days. An employee will not qualify for the above if they take a vacation, sick, time-off-in-lieu, compressed day or other type of absence from work on either of the above noted dates or are not scheduled to work on both the 24<sup>th</sup> and 31<sup>st</sup> of December.

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

d) Arrangements, mutually agreeable to the employee and supervisor, must be made in advance of the holiday season.

## **ARTICLE 20 – VACATION**

20.01 Every employee covered by this Agreement shall be entitled to the following vacation with pay each year: (Note: Pro-rated and effective the first of the month following the date of signing of the collective agreement.)

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

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

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

- 4) During the thirteenth and up to and including the nineteenth year of employment, five (5) weeks, (25 working days), paid vacation.
- 5) During the twentieth year and subsequent years of employment, six (6) weeks, (30 working days), 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 her 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 1. An employee terminating his/her employment at any time before he/she has had his/her annual vacation, shall be entitled to a proportional share of his/her vacation pay for that year.

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 his/her vacation for that year.

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

20.04 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 his/her 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 weeks he/she may, with the agreement of the Employer, take his/her total vacation in an unbroken period. An employee may take his/her vacation in broken periods with the agreement of the Employer.

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 his/her 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 31<sup>st</sup> of March of the following year.



- 20.07 If an employee is unable to take his/her vacation entitlement during the calendar year because of operational requirements or medical reasons he/she shall be entitled to receive pay at the applicable rate in lieu of vacation.

**ARTICLE 21 - SICK LEAVE , WCB AND ACCOMMODATION**

- 21.01 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.
- 21.02 An employee claiming sick leave must, if requested, provide a certificate or medical prognosis as requested by the Employer from a physician who was treating him/her after five (5) consecutive working days of illness detailing the employee's ability to meet the requirements of their position. Such certificate or medical prognosis must be in a form legible to the Employer and supportive of the employee's medical requirement for sick leave. If such medical certificate or prognosis is not produced, the employee shall have no claim for pay in respect to his/her absence from work.
- 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 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 consecutive working days duration, the employee shall report his/her 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 physician who was treating him/her, certifying that he/she is 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, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her 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 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 his/her 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 his/her 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 his/her sick bank or any other banked time available, then he/she shall only receive the maximum amount the Employer is able to recover from the Worker's Compensation Board on account of the employee's entitlement to Workers' Compensation Benefits.

(i) Notwithstanding 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

Injury on Duty

Should any Employee be injured during working hours, and as a consequence be unable to continue working, she/he shall be paid for the full shift, regardless of the time of injury, on the presentation of a Doctor's certificate of his/her inability to work.

- 21.09 As soon as possible after the close of each calendar year, the Employer shall advise each employee in writing of the sick leave days accrued to his/her credit as of the end of the preceding year.
- 21.10 The Employer may require a prospective or probationary 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 her employment.
- 21.13 The Parties will attempt to accommodate Employees with consideration as follows:
- (a) In her/his current position;
  - (b) In her/his current classification;
  - (c) In another classification with equivalent hours/salary, but for which the Employee possesses the requisite minimum knowledge, skills and abilities;
  - (d) In another classification which does not have equivalent hours/rate of pay, but for which the Employee possesses the requisite minimum knowledge, skills and abilities.
- 21.14 In considering the feasibility of the options set out in the preceding clauses, the Parties shall consider such options as the modification of duties, shifts, equipment, and/or the retraining of the Employee.
- 21.15 Any Agreement between the Parties regarding the accommodation of an Employee shall be reduced to writing.

- 21.16 In circumstances where a member of the bargaining unit may be unable to perform the regular duties of her/his position due to a mental/physical disability or Family Status, the Employer and the Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability or Family Status and, if necessary, options with respect to the accommodation of the Employee. The parties agree to work together to consider how the Employee's disability or Family Status can best be accommodated as covered by applicable legislation.

## **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 at Union conventions, training and seminars, provided that not more than three (3) Employees shall be absent any one time. In exceptional circumstances the two (2) week notice may be waived by the Director of Human Resources. Such time shall not exceed an aggregate of twenty (20) working days in any one calendar year for all Employees attending such conventions, training and seminars. 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 any body 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 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 Employees shall be allowed a leave of absence with pay, and without loss of seniority or benefits, for the following reasons:
- Birth or adoption of a child - Two (2) days
- Personal Emergency/Family Illness

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

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

#### Proof Required

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

- 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 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 his/her normal earnings and the payment he/she receives 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 his/her 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 his/her terms of office.

### **ARTICLE 23 - BEREAVEMENT LEAVE**

- 23.01 (a) When death occurs to a member of the immediate family of an employee covered by this agreement, such employee shall be granted bereavement leave with no loss of regular earnings, benefits or seniority for a period not to exceed seven (7)

calendar days commencing on the date of death. For the purpose of this article, members of the immediate family are the employee's: spouse, common-law equivalent, mother, father, foster parent, brothers, sisters, sons, daughters, former guardian, ward, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, grandparents, grandchildren 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.

23.02 Two 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 sister-in-law, brother-in-law, 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.

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 her/his former position without reduction to his/her 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, he/she may continue his/her coverage and the 50/50 cost sharing arrangement shall continue for the duration of the leave. Arrangements for such payments suitable to the employer must be made at least one month before the employee goes on leave.

## **ARTICLE 25 - SALARIES**

25.01 The Employer agrees that effective as of the first day of November 1, 2013, 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.

#### **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 26.01 Existing classifications and jobs within classifications shall not be eliminated until prior discussions have been held with the Union.
- 26.02 Where an employee feels he/she is unfairly or incorrectly classified, he/she shall submit a claim in writing to the Union, supported by sufficient evidence to substantiate such claim. The Union representatives will present the information to the Employer in a meeting set to discuss the reclassification. The parties will go through the reasons why the Employee(s) feel they are unfairly or incorrectly classified. If the parties are unable to agree on the reclassification, such dispute may be settled by the grievance procedure and if necessary, arbitration. The rate of pay shall become retroactive to the date 30 days prior to the date the Union submitted the request to the Employer.
- 26.03 (a) When any position not covered by Schedule "B of this Agreement is established during the term of this Agreement, advance notice will be given to the Union prior to posting to allow for a meeting to take place between the parties to discuss the proposed job description, rate of pay and any other concerns that either party may have.
- (b) When any position not covered by Schedule "B" of this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute may be settled by interest arbitration; however, in the event the collective agreement is expired or within ninety days of expiry, the new rate shall be settled through the collective bargaining process. The new rate shall become retroactive to the time the position was first filled by an employee.

#### **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 his/her 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 he/she has seniority and which he/she is qualified and able to perform. If there is no vacancy, he/she 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).

#### **ARTICLE 28 - TECHNICAL INFORMATION**

- 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.

#### **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 Joint Occupational Health and Safety Committees shall be established at each workplace of twenty or more Halifax Regional Water Commission personnel.

Each Committee shall promote safety and sanitary practices in compliance with the Occupational Health and Safety Act.

- 30.03 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, 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 Joint Occupational Health and Safety Committees.
- 30.04 The Joint Occupational Health and Safety Committees shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous, or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union.
- 30.05 Recommendations  
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. 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.
- 30.06 No employee shall be disciplined by the Employer for exercising his/her right to refuse unsafe work as provided under the Occupational Health and Safety Act of Nova Scotia.
- 30.07 The employer agrees to provide such safety and protective clothing as may be required in the workplace. Members of the Joint Occupation Heath and Safety Committees will also be provided with, or have access to, such safety and protective clothing as may be necessary to carry out their duties.
- 30.08 The Employer agrees to provide each employee covered by this Agreement with one pair of winter safety boots or shoes, one pair of summer safety boots or shoes, appropriate winter outerwear and one pair of summer 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).

## **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 Effective November 1, 2015 all Employees will be eligible to participate in the Halifax Water Benefit Credit Plan as per the terms of Halifax Water Policy #8.19.

## **ARTICLE 32 - PRE-RETIREMENT LEAVE**

- 32.01 Any Employee covered by this Agreement, after ten (10) years' continuous service with the Employer, shall, subject to the provisions of Clause 32.02 and prior to his/her effective retirement date, take pre-retirement leave with pay, computed on the basis of three (3) working days for each completed year of service from the date of employment with the Employer, up to a maximum of six (6) calendar months. For the purpose of this Article, 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.
- 32.02 Any employee covered by this Agreement shall have the right to work to his/her effective retirement date provided he/she is capable of carrying out her duties.

Such employee shall be entitled to a lump sum payment on retirement or resignation in lieu of pre-retirement leave, computed as in Clause 32.01 of this Article.

- 32.03 The Employer and Union agree that the benefits set out in Clauses 32.01, and 32.02 of this Article shall be the only benefits relating to payments to employees retiring or resigning from the Employer or at death, to which an employee is entitled and these benefits shall replace any such benefits previously in effect.

### **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 shall provide bulletin boards which shall be placed so that employees will have access to them, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 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 When a member of Local 1431 is involved in a conflict under this Article, he/she has the right to Union representation at each step throughout the process.
- 36.04 The Employer acknowledges that it may be appropriate in certain circumstances to appoint an independent third party investigator or mediator to assist in the resolution of complaints under this Article. Whenever a member of 1431 is involved in a conflict 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 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires. Where the term "employee" is used, unless otherwise specified, it shall mean only those employees who are members of the Union and covered by this Agreement.

### **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:
- (1) Employees shall be credited with all seniority rights with the new employer in effect at the time of amalgamation or merger.
  - (2) All accumulated credits in the present Pension Plan, extended Health Plan,

Group Life Insurance Plan, Long Term Disability Plan, Vacation Schedule and Sick Leave Program shall be recognized by the new employer.

- (3) Conditions of employment and wage rates for employees who become employees of the new employer shall be no less than such conditions and wage rates in effect at the time of a merger or amalgamation.
- (4) No employee at the time of merger or amalgamation shall suffer a loss of employment as a result of a merger or amalgamation.

**ARTICLE 39 - DURATION AND TERMINATION OF AGREEMENT**

- 39.01 This agreement shall be binding and remain in effect for a sixty month term certain, commencing November 1, 2013 and ending October 31, 2018 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 2018 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, 2013.

**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 which shall be effective retroactively to November 1, 2013.
- 40.02 This Agreement and everything contained herein will enure 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  
in the presence of

Date: August 17, 2015

) Halifax Regional Water Commission

)

) Per: Russell Wacker

)

) Vice Chairperson

) Per: Paul Yates

)

) General Manager

) Canadian Union of Public Employees,  
Local Union No. 1431

)

) Per: Heather Crawell

)

) President

) Per: Heather Crawell

)

) Vice-President **TREASURER**



**Schedule “A” – Hours of Work**

HOURS OF WORK LOCAL 1431

<p>Regular Hours of Work            *8:00 a.m. - 12 p.m. 1:00 p.m. - 5:00 p.m.            8 hrs/day                      40 hrs/week            2080 hrs/yr                      1 hr lunch</p>	<p>Operations Support</p>
<p>Regular Hours of Work            *8:00 a.m. - 12:00 p.m. 1:00 p.m. - 4:30p.m.            7.5 hrs/day                      37.5 hrs/week            1950 hrs/yr                      1 hr lunch</p>	<p>Operations Technologist</p>
<p>Regular Hours of Work            **7:30 am to 4:30 pm            7 hrs/day            1820 hrs/yr                      1 hr lunch</p>	<p>GIS Analyst</p>
<p>Regular Hours of Work            *8:30 a.m. -12:00 p.m. 1:00 p.m. - 4:30 p.m.             7 hrs/day                      35 hrs/week            1820 hrs/yr                      1 hr lunch</p>	<p>Data Analyst            Environmental Engineering/Pollution Prevention Officer            Engineering Technologist II (Project/Planning)            Engineering Technologist I (Project)            Info. Services Support Technician I, II &amp; III            Engineering Information Technician I &amp; II            Cross Connection Control Technologist            Land Management - Engineering Technician            Water Treatment Technician            Asset Management Data Analyst            Wet Weather Data Analyst            Accountant            Accounting Support            Procurement Officer            Billing Coordinator            Meter Reading Coordinator (incumbent)            Billing Edit Clerk</p>
<p>Regular Hours of Work            * 7:00 a.m. – 3:00 p.m.            or alternatively, 8:30 a.m. to 4:30 p.m.            1 hr lunch 7 hrs/day 35 hrs/week            1820 hrs/yr</p>	<p>Compliance Inspector            Water Quality Inspector</p>
<p>Regular Hours of Work            *8:30 a.m. – 4:30 p.m.            or alternatively, 1:00 p.m. – 9:00 p.m. as            scheduled in advance. 1 hr lunch            7 hrs/day 35 hrs/week 1820 hrs/yr</p>	<p>Source Water Planner</p>
<p>Regular Hours of Work            *8:00 a.m. - 12:00 p.m. 1:00 p.m. – 4:00 p.m.            7 hrs/day                      35 hrs/week            1820 hrs/year                      1 hr lunch</p>	<p>Works Advisor            Engineering Assistant/Sewage &amp; Drainage Inspector</p>
<p>Scheduled Shifts            8:00 a.m. - 8:00 p.m.            7 hrs/day                      35 hrs/week</p>	<p>Customer Service Representative            Collections Clerk (Incumbent)            Float Relief Clerk</p>

1820 hrs/yr	Lunch hours as per schedule min. 0.5 hr.	
Regular Hours of Work *8:00 a.m. - 12:00 p.m. 1:00 p.m. - 4:00 p.m. 7 hrs/day                      35 hrs/week 1820 hrs/year                  1 hr lunch		Operation Support - Locates

\*Flexible Schedule 8:00 a.m. - 5:00 p.m. with minimum ½ hr., maximum 1 ½ hr. lunch break.

\*\*Flexible Schedule for GIS Analyst 7:30 a.m. - 4:30 p.m. with minimum ½ hr, maximum 1½ hr lunch break.

**Schedule "B" – Classification and Pay Plan**

**Effective November 1, 2013 to October 31, 2014 (1.5%)**

<b>Job Title</b>	<b>Start</b>	<b>90 Working Days</b>	<b>12 Months</b>	<b>24 Months</b>
GIS Analyst	31.40	33.13	34.83	36.55
	57155.83	60291.64	63402.89	66513.05
Information Services Technician III	30.50	32.20	33.87	35.58
	55508.52	58601.26	61650.31	64744.08
Water Treatment Technician	29.15	30.88	32.60	34.30
	53055.42	56191.22	59327.03	62412.63
Operations Technologist	27.73	29.38	30.99	32.64
	54081.37	57285.20	60437.72	63641.54
Cross Connection Control Technologist	27.73	29.38	30.99	32.64
	50474.98	53465.81	56408.68	59398.41
Accountant				
Data Analyst				
Source Water Planner	27.73	29.38	30.99	32.64
Asset Management Data Analyst	50474.98	53465.81	56408.68	59398.41
Wet Weather Data Analyst				
Engineering Technologist II (Project)				
Engineering Technologist II (Planning)	27.73	29.38	30.99	32.64
Environmental Engineering/Pollution Prevention Officer	50474.98	53465.81	56408.68	59398.41
Procurement Officer				
Engineering Assistant/Sewage & Drainage Inspector				
IS Support Technician II	27.26	28.72	30.19	31.68
	49608.51	52284.85	54937.81	57662.11
Engineering Information Technician II				
Compliance Inspector	25.00	26.49	27.95	29.43
Land Management - Engineering Technician	45508.10	48207.87	50860.81	53563.94
Engineering Technologist I				
Billing Co-ordinator	23.22	24.60	25.95	27.33
	42257.45	44766.53	47227.66	49736.75

Engineering Information Technician I	22.94	24.29	25.64	26.99
Meter Reading Co-Ordinator (Incumbent Only)	41745.59	44204.50	46666.74	49125.66
Operations Support	21.64	24.19	25.45	
	45007.39	50301.01	52917.15	
Float Relief Clerk				
Operations Support - Locates				
Works Advisor	21.64	24.19	25.45	
Information Services Support Technician I	39382.60	44011.58	46303.20	
Accounting Support				
Billing Edit Clerk	20.33	22.72	23.92	
Collection Clerk (Incumbent)	36993.95	41336.33	43529.83	
				18 Month Rate
Customer Service Representative	19.01	21.24	22.36	23.13
	34606.41	38655.51	40694.01	42099.08
Student Rate			18.69	

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 outlined above.
2. In the event of promotion of an Employee within the bargaining unit to a higher classification, the Employee will go to the "90 Working Days" rate in the new classification or maintain their existing rate whichever is higher. Following 170 days worked in their new classification, the Employee will go to the "12 Month" rate.
3. Where a classification has a "24 month rate" movement from the "12 month" rate to the top (i.e. 24 months) will be based on 12 calendar months.
4. When calculating days worked for movement along the scale, the following days will not be counted as "days worked" or "working days" for salary progression purpose: sick days in excess of the maximum earned during the period, maternity leaves, unpaid leave(s), WCB.
5. 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): 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. If the incumbent has been in the Level I classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level II classification, otherwise the incumbent will move to the 12 month 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 are met. If the incumbent has been in the Level II classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level III classification, otherwise the incumbent will move to the 12 month rate of the Level III classification. ** ** For those Employees who have worked more than 90 days their time past the 90 days will be credited towards the time required to meet the 12 month rate at the next level.

**Effective November 1, 2014 to October 31, 2015 (1.5%)**

<b>Job Title</b>	<b>Start</b>	<b>90 Working Days</b>	<b>12 Months</b>	<b>24 Months</b>
GIS Analyst	31.88 58013.16	33.63 61196.01	35.36 64353.93	37.10 67510.75
Information Services Technician III	30.96 56341.15	32.68 59480.28	34.38 62575.06	36.11 65715.24
Water Treatment Technician	29.59 53851.25	31.34 57034.09	33.09 60216.94	34.81 63348.82
Operations Technologist	28.15 54892.59	29.82 58144.48	31.46 61344.29	33.13 64596.16
Cross Connection Control Technologist	28.15 51232.10	29.82 54267.80	31.46 57254.81	33.13 60289.39
Accountant				
Data Analyst				
Source Water Planner	28.15	29.82	31.46	33.13
Asset Management Data Analyst	51232.10	54267.80	57254.81	60289.39
Wet Weather Data Analyst				
Engineering Technologist II (Project)				
Engineering Technologist II (Planning)	28.15	29.82	31.46	33.13
Environmental Engineering/Pollution Prevention Officer	51232.10	54267.80	57254.81	60289.39
Procurement Officer				
Engineering Assistant/Sewage & Drainage Inspector				
IS Support Technician II	27.67 50352.64	29.16 53069.13	30.64 55761.88	32.16 58527.04
Engineering Information Technician II				
Compliance Inspector	25.38	26.89	28.36	29.88
Land Management – Engineering Technician	46190.73	48930.99	51623.72	54367.40
Engineering Technologist I				
Water Quality Inspector				
Billing Co-ordinator	23.57 42891.32	24.97 45438.03	26.34 47936.07	27.73 50482.80

Engineering Information Technician I	23.28	24.65	26.02	27.39
Meter Reading Co-Ordinator (Incumbent Only)	42371.77	44867.57	47366.74	49862.54
Operations Support	21.96	24.55	25.83	
	45682.50	51055.53	53710.90	
Float Relief Clerk				
Operations Support - Locates				
Works Advisor	21.96	24.55	25.83	
Information Services Support Technician I	39973.34	44671.75	46997.75	
Accounting Support				
Billing Edit Clerk	20.64	23.06	24.27	
Collection Clerk (Incumbent)	37548.86	41956.38	44182.78	
				18 Month Rate
Customer Service Representative	19.30	21.56	22.70	23.48
	35125.51	39235.35	41304.42	42730.57
Student Rate			18.97	

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 outlined above.
2. In the event of promotion of an Employee within the bargaining unit to a higher classification, the Employee will go to the "90 Working Days" rate in the new classification or maintain their existing rate whichever is higher. Following 170 days worked in their new classification, the Employee will go to the "12 Month" rate.
3. Where a classification has a "24 month rate" movement from the "12 month" rate to the top (i.e. 24 months) will be based on 12 calendar months.
4. When calculating days worked for movement along the scale, the following days will not be counted as "days worked" or "working days" for salary progression purpose: sick days in excess of the maximum earned during the period, maternity leaves, unpaid leave(s), WCB.
5. 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): 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. If the incumbent has been in the Level I classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level II classification, otherwise the incumbent will move to the 12 month 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 are met. If the incumbent has been in the Level II classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level III classification, otherwise the incumbent will move to the 12 month rate of the Level III classification. ** ** For those Employees who have worked more than 90 days their time past the 90 days will be credited towards the time required to meet the 12 month rate at the next level.

**Effective November 1, 2015 to October 31, 2016 (2.25%\*)(.25%)**

<b>Job Title</b>	<b>Start</b>	<b>90 Working Days</b>	<b>12 Months</b>	<b>24 Months</b>
GIS Analyst	31.96	33.71	35.45	37.19
	58158.20	61349.00	64514.82	67679.53
Information Services Technician III	31.04	32.76	34.47	36.20
	56482.00	59628.98	62731.50	65879.53
Water Treatment Technician	29.66	31.42	33.17	34.90
	53985.88	57176.68	60367.48	63507.20
Operations Technologist	28.22	29.89	31.54	33.21
	55029.82	58289.84	61497.65	64757.65
Cross Connection Control Technologist	28.22	29.89	31.54	33.21
	51360.18	54403.46	57397.94	60440.11
Accountant				
Data Analyst				
Source Water Planner	28.22	29.89	31.54	33.21
Asset Management Data Analyst	51360.18	54403.46	57397.94	60440.11
Wet Weather Data Analyst				
Engineering Technologist II (Project)				
Engineering Technologist II (Planning)	28.22	29.89	31.54	33.21
Environmental Engineering/Pollution Prevention Officer	51360.18	54403.46	57397.94	60440.11
Procurement Officer				
Engineering Assistant/Sewage & Drainage Inspector				
IS Support Technician II	27.74	29.23	30.72	32.24
	50478.52	53201.80	55901.28	58673.36
Engineering Information Technician II				
Compliance Inspector	25.45	26.96	28.44	29.95
Land Management – Engineering Technician	46306.20	49053.32	51752.78	54503.32
Engineering Technologist I				
Water Quality Inspector				
Billing Co-ordinator	23.63	25.03	26.41	27.81
	42998.54	45551.63	48055.91	50609.01

Engineering Information Technician I	23.34	24.71	26.09	27.47
Meter Reading Co-Ordinator (Incumbent Only)	42477.70	44979.74	47485.16	49987.21
Operations Support	22.02	24.61	25.89	
	45796.71	51183.17	53845.19	
Float Relief Clerk				
Operations Support - Locates				
Works Advisor	22.02	24.61	25.89	
Information Services Support Technician I	40073.27	44783.43	47115.25	
Accounting Support				
Billing Edit Clerk	20.69	23.11	24.34	
Collection Clerk (Incumbent)	37642.73	42061.27	44293.23	
				18 Month Rate
Customer Service Representative	19.35	21.62	22.75	23.54
	35213.32	39333.43	41407.68	42837.40
Student Rate			19.39	

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 outlined above.
2. In the event of promotion of an Employee within the bargaining unit to a higher classification, the Employee will go to the "90 Working Days" rate in the new classification or maintain their existing rate whichever is higher. Following 170 days worked in their new classification, the Employee will go to the "12 Month" rate.
3. Where a classification has a "24 month rate" movement from the "12 month" rate to the top (i.e. 24 months) will be based on 12 calendar months.
4. When calculating days worked for movement along the scale, the following days will not be counted as "days worked" or "working days" for salary progression purpose: sick days in excess of the maximum earned during the period, maternity leaves, unpaid leave(s), WCB.
5. 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): 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. If the incumbent has been in the Level I classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level II classification, otherwise the incumbent will move to the 12 month 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 are met. If the incumbent has been in the Level II classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level III classification, otherwise the incumbent will move to the 12 month rate of the Level III classification. ** ** For those Employees who have worked more than 90 days their time past the 90 days will be credited towards the time required to meet the 12 month rate at the next level.

**\*2% of the increase is allocated to the Benefit Credit.**



**Effective November 1, 2016 to October 31, 2017 (1.5%)**

<b>Job Title</b>	<b>Start</b>	<b>90 Working Days</b>	<b>12 Months</b>	<b>24 Months</b>
GIS Analyst	32.43	34.22	35.98	37.75
	59030.57	62269.24	65482.54	68694.72
Information Services Technician III	31.50	33.25	34.98	36.74
	57329.23	60523.41	63672.47	66867.72
Water Treatment Technician	30.11	31.89	33.67	35.42
	54795.67	58034.33	61272.99	64459.80
Operations Technologist	28.64	30.34	32.01	33.71
	55855.27	59164.19	62420.11	65729.01
Cross Connection Control Technologist	28.64	30.34	32.01	33.71
	52130.58	55219.51	58258.91	61346.71
Accountant				
Data Analyst				
Source Water Planner	28.64	30.34	32.01	33.71
Asset Management Data Analyst	52130.58	55219.51	58258.91	61346.71
Wet Weather Data Analyst				
Engineering Technologist II (Project)				
Engineering Technologist II (Planning)	28.64	30.34	32.01	33.71
Environmental Engineering/Pollution Prevention Officer	52130.58	55219.51	58258.91	61346.71
Procurement Officer				
Engineering Assistant/Sewage & Drainage Inspector				
IS Support Technician II	28.16	29.67	31.18	32.72
	51235.70	53999.83	56739.80	59553.46
Engineering Information Technician II				
Compliance Inspector	25.83	27.36	28.86	30.40
Land Management - Engineering Technician	47000.79	49789.12	52529.07	55320.87
Engineering Technologist I				
Water Quality Inspector				
Billing Co-ordinator	23.98	25.40	26.80	28.22
	43643.52	46234.90	48776.75	51368.15

Engineering Information Technician I	23.69	25.09	26.48	27.88
Meter Reading Co-Ordinator (Incumbent Only)	43114.87	45654.44	48197.44	50737.02
Operations Support	22.35	24.98	26.28	
	46483.66	51950.92	54652.87	
Float Relief Clerk				
Operations Support - Locates				
Works Advisor	22.35	24.98	26.28	
Information Services Support Technician I	40674.37	45455.18	47821.97	
Accounting Support				
Billing Edit Clerk	21.00	23.46	24.70	
Collection Clerk (Incumbent)	38207.37	42692.19	44957.63	
				18 Month Rate
Customer Service Representative	19.64	21.94	23.09	23.89
	35741.52	39923.44	42028.80	43479.96
Student Rate			19.68	

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 outlined above.
2. In the event of promotion of an Employee within the bargaining unit to a higher classification, the Employee will go to the "90 Working Days" rate in the new classification or maintain their existing rate whichever is higher. Following 170 days worked in their new classification, the Employee will go to the "12 Month" rate.
3. Where a classification has a "24 month rate" movement from the "12 month" rate to the top (i.e. 24 months) will be based on 12 calendar months.
4. When calculating days worked for movement along the scale, the following days will not be counted as "days worked" or "working days" for salary progression purpose: sick days in excess of the maximum earned during the period, maternity leaves, unpaid leave(s), WCB.
5. 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): 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. If the incumbent has been in the Level I classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level II classification, otherwise the incumbent will move to the 12 month 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 are met. If the incumbent has been in the Level II classification for less than 12 months the incumbent will move to the 90 Working Days rate of the Level III classification, otherwise the incumbent will move to the 12 month rate of the Level III classification. ** ** For those Employees who have worked more than 90 days their time past the 90 days will be credited towards the time required to meet the 12 month rate at the next level.

**Effective November 1, 2017 to October 31, 2018 (2.25%)**

<b>Job Title</b>	<b>Start</b>	<b>90 Working Days</b>	<b>12 Months</b>	<b>24 Months</b>
GIS Analyst	33.16 60358.76	34.99 63670.30	36.79 66955.90	38.60 70240.35
Information Services Technician III	32.21 58619.14	34.00 61885.19	35.77 65105.10	37.57 68372.24
Water Treatment Technician	30.78 56028.57	32.61 59340.10	34.43 62651.64	36.22 65910.15
Operations Technologist	29.29 57112.01	31.02 60495.38	32.74 63824.56	34.47 67207.91
Cross Connection Control Technologist	29.29 53303.52	31.02 56461.95	32.74 59569.74	34.47 62727.01
Accountant				
Data Analyst				
Source Water Planner	29.29	31.02	32.74	34.47
Asset Management Data Analyst	53303.52	56461.95	59569.74	62727.01
Wet Weather Data Analyst				
Engineering Technologist II (Project)				
Engineering Technologist II (Planning)	29.29	31.02	32.74	34.47
Environmental Engineering/Pollution Prevention Officer	53303.52	56461.95	59569.74	62727.01
Procurement Officer				
Engineering Assistant/Sewage & Drainage Inspector				
IS Support Technician II	28.79 52388.50	30.34 55214.82	31.88 58016.45	33.45 60893.41
Engineering Information Technician II				
Compliance Inspector	26.41	27.98	29.51	31.08
Land Management - Engineering Technician	48058.31	50909.38	53710.97	56565.59
Engineering Technologist I				
Water Quality Inspector				
Billing Co-ordinator	24.52 44625.50	25.98 47275.19	27.41 49874.23	28.86 52523.93

Engineering Information Technician I	24.22	25.65	27.08	28.50
Meter Reading Co-Ordinator (Incumbent Only)	44084.95	46681.66	49281.88	51878.60
Operations Support	22.85	25.54	26.87	
	47529.54	53119.82	55882.56	
Float Relief Clerk				
Operations Support - Locates				
Works Advisor	22.85	25.54	26.87	
Information Services Support Technician I	41589.54	46477.92	48897.97	
Accounting Support				
Billing Edit Clerk	21.47	23.99	25.26	
Collection Clerk (Incumbent)	39067.04	43652.76	45969.18	
				18 Month Rate
Customer Service Representative	20.08	22.43	23.61	24.43
	36545.71	40821.71	42974.45	44458.26
Student Rate			20.13	

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 outlined above.
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3. Where a classification has a "24 month rate" movement from the "12 month" rate to the top (i.e. 24 months) will be based on 12 calendar months.
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**Letter of Understanding - Position Review**

1. The Employer agrees to conduct a review of the following positions: as presented in the 2013 round of bargaining
  - GIS Analyst
  - Information Services Technician III
  - Operations Technologist
  - Cross Connection Control Technologist
  - Engineering Technologist (Planning)
  - IS Support Technician II
2. The review shall consider a detailed analysis of the above positions in relation to rates of pay for relevant industry comparators within Atlantic Canada region.
3. The Employer will share any data it has available for comparable jobs with the union.
4. The Employer shall also review any reasonable data provided by the union or incumbents with respect to relevant industry comparators within the parameters as set out in #2.
5. The purpose of the review is for the Employer to consider whether the compensation for the positions listed is in keeping with industry norms.
6. This process will be completed within twelve (12) months of the date of signing of the collective agreement unless mutually agreed.
7. If the Engineering Technologist (Planning) decides to go through the Arbitration process they will not be subject to this Letter of Understanding.

Dated this 17<sup>th</sup> day of August, 2015.

Signed on behalf of:

Halifax Regional Water  
Commission

Paul Yates  
Russell Swacku

Canadian Union of Public  
Employees, Local 1431

Heather Conklin  
Heather Craweef

**Letter of Understanding - Water Quality Inspectors**

1. Effective the first full pay period following the signing of the collective agreement the parties agree to the transfer of the Water Quality Inspector classification from the Local 227 bargaining unit to the Local 1431 bargaining unit.
2. The present incumbents in the Water Quality Inspector classification shall be transferred with all rights and privileges, including recognition of earned seniority.
3. Effective as of the date of the transfer the Water Quality Inspectors shall be paid at the same job rate as the Local 1431 Compliance Officer classification and shall be subject to the terms and conditions of the Local 1431 collective agreement.
4. For the purposes of job promotion, Melissa Healey (a present incumbent in the Compliance Officer classification) shall be deemed to be senior to the transferred Water Quality Inspectors.

Dated at the Halifax Regional Municipality, in the Province of Nova Scotia this 17<sup>th</sup> day of August, 2015.

For the Employer:

Paul Yates

Russell Walker

For the Union:

Heather Carkeem

Heather Craweef

## Memorandum of Understanding – Pensions

Amend existing plan design as follows:

1. Final Year Average adjusted from 5 Years to 7 Years
2. Accrual rate at 2%.
3. Reduce Guaranteed Indexation at CPI to a max of 1% on Post Retirement Income (currently 2%).
4. Conditional Indexation - to permit the return of the lost 1% indexation. Additional indexation would be provided at CPI to a max of 2% after Going Concern Special Payments have been recouped and subject to the plan having a Going Concern Funded Ratio of 108% or above, and no Solvency Deficit, and so long as implementation can be affected while maintaining a going concern funded ratio of 108%. Implementation of this mechanism for Conditional Indexation could be accelerated by mutual agreement of the parties.
5. Maximum Earnings Base – Frozen for 8 years at 2015 level (Defined Benefit Limit of \$2,818.89), then indexing at the rate of 1% (actuarial valuation currently assumes 3%).
6. The parties share a commitment to the primary goal of providing ongoing indexation to the pension benefits as referenced in paragraph 4, as well as the secondary goal of future indexation of the Maximum Earnings Base. The provision of accelerated or enhanced benefits reflecting either of these two goals can be decided by mutual agreement of the parties.
7. Until the Pension Plan's going concern deficit (as measured in a newly filed actuarial valuation report projected for Jan. 1, 2016) is eliminated, contribution rates shall be as follows:
  - Employer =  $(CSC / 2) - 0.4\%$
  - Employee =  $(CSC / 2) + 0.4\%$For clarity CSC includes contribution for disabled employees. The additional 0.4% employee contribution will be characterized as a contribution to special payments. After going concern deficit and special payments have been eliminated, Employee and Employer contribution rates shall be shared 50/50, inclusive of contributions for disabled employees.
8. The Employer agrees to review the feasibility of revisiting the final year average at the point that special payments stop and the plan is fully funded. The review shall be conducted in consultation with the pension benefit advisory committee.

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

Dated this 17<sup>th</sup> day of August, 2015.

Signed on behalf of:

Halifax Regional Water  
Commission

Paul Yates  
Bessie Jackson

Canadian Union of Public  
Employees, Local 1431

Heather Corkum  
Heather Cawell