

BETWEEN:

The Department of Transportation and Infrastructure Renewal
represented by the Minister of Transportation and Infrastructure Renewal,
hereinafter at all times called "The Employer"

AND

The Canadian Union of Public Employees and its Local 1867,
hereinafter at all times called "The Union"

WHEREAS

By the Highway Workers Collective Bargaining Act made the 12th day of December A.D. 1997
the Union was granted the exclusive right to bargain collectively with the Employer.

November 1, 2014 – October 31, 2020

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PREAMBLE

It is the purpose of both parties to this agreement to:

- 1) maintain and improve harmonious relations and settled conditions of employment between the Employer, the Employees and the Union;
- 2) encourage efficiency in operations;
- 3) ensure to the utmost extent possible the safety and physical welfare of the employees;
- 4) promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Terms and Conditions

The parties recognize the benefits of orderly collective bargaining and therefore agree to set forth in this collective agreement certain terms and conditions of employment relating to pay, hours of work and related terms and conditions of employment affecting employees covered by this agreement.

Both parties further agree to abide by the terms and conditions set out in this agreement.

1.02 Gender

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used.

1.03 Definitions

- (1) Regular Employee - an employee who receives all benefits as prescribed under the provisions of the Collective Agreement.
- (2) Casual Employee - an employee who receives specific benefits as prescribed under the provisions of the Collective Agreement.
- (3) Year-Round Employee - an employee who works in a position, the duties of which are of a full time and continuous nature.
- (4) Spare Employee – a casual employee who does not have a defined work period and can only obtain a works period position through a posting.
- (5) Works Period Employee – an employee who has obtained work through placement or posting in one or more of the works periods defined in Article 1.03.

- (6) Winter Works Period – the seventeen (17) weeks during which the Winter Wage Guarantee is in effect. The start of the Winter Works Period will be determined by each District, on a District-wide basis, and will be posted by October 15th of each year.
- (7) Summer Maintenance Works Period – the twenty-one (21) weeks commencing the 3rd Monday in May of each year.
- (8) Summer Construction Works Period – the twenty-one (21) weeks commencing the 3rd Monday in May of each year.
- (9) Provincial Field Crew Works Period – a minimum twenty-three (23) week period. Start dates may vary.
- (10) Shoulder Season - the four (4) weeks immediately preceding and immediately following the Winter Works Period. During this period operators who are working may be directed to perform duties other than snow removal and ice control.
- (11) Maintenance Zone – a geographic work area defined by boundaries as identified in Appendix B.
- (12) Construction Area – a geographic work area as identified consisting of one or more Maintenance Zones as shown in Appendix B.
- (13) Provincial Field Crews – work groups assembled for the purpose of completing specialized work functions on a provincial basis.
- (14) Designated Work Location - the physical location where an employee is deemed to normally report for his/her scheduled shift. For Provincial Field Crews, the designated work location is the site where work activities are performed, or where the principle machinery is laid up each evening. It is understood that employees may have different summer and winter, or construction and maintenance work locations.
- (15) Date of Seniority - the date immediately following completion of the probationary period. This date is subject to change in accordance with the collective agreement.
- (16) Regular Hours - means hours of a regularly scheduled shift (i.e. 8 or 9 hours depending on the regular hours assigned to the employee's job classification) including vacation, short term illness, lieu time, general illness, family illness, etc. for which an employee received payment from the employer.
- (17) Length of Service - means a period of time, expressed in hours, days, months or

years that an employee has received payment for regular hours.

- (18) Spouse - means husband, wife, common-law or same sex partner.
- (19) Month - for the purposes of this collective agreement a month is considered to be 22 days for which an employee received payment from the employer within the same calendar month for job duties performed with the exception of approved leaves of absence.
- (20) Day - for the purposes of this collective agreement a day is considered to be a regularly scheduled shift for which the employee received payment from the employer.
- (21) Grievance - defined as any difference arising out of interpretation, application, administration or alleged unjust or improper violation of any article of the collective agreement.
- (22) Policy Grievance - a major complaint or items of wide application or matters concerning interpretation of the agreement and matters arising from general policies of the Employer may be treated as a grievance of a general nature and may be commenced at the Deputy Minister level of the grievance procedure.

ARTICLE 2 - MANAGEMENT RIGHTS & UNION RESPONSIBILITY

2.01 Management Rights

The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee, provided that a claim that any such employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided, except a probationary employee will not have the right to grieve a discharge;
- c) to assign manpower and to determine size of crews and classifications of employees within each crew;
- d) to evaluate jobs and classify employees;
- e) generally to manage the operation and undertakings of the Department and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment plant and machinery which the Department in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Department;

- f) the Employer reserves the right to require a medical examination of any present or future employee at any time and certification from a medical practitioner that the employee or applicant is physically fit to perform the duties of the job involved.

2.02 Union Responsibility

The Union agrees that Union activity not provided by this agreement will not take place during working hours or on the premises of the Employer or on any work project on which the Employer may be engaged.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all of its hourly paid employees below the rank of operating supervisor or below the equivalent rank as described in the *Highway Workers Collective Bargaining Act*.

3.02 Application of Agreement

This collective agreement is fully applicable to all classified hourly paid employees listed in this Agreement.

3.03 Regular Employees

- a) The following methods can be used to obtain regular employee status:
 - i. An employee is employed in a position, the duties of which are of a full time nature.
 - ii. Employees who have worked twelve (12) consecutive months (consecutive, meaning not less than 2250 total regular hours (9 hours/day) or not less than 1990 total regular hours (8 hour/day) during the preceding twelve (12) months), are eligible to apply in writing for regular status to the applicable manage.
 - iii. An employee may work in one or more workgroups within the Bargaining Unit over two (2) consecutive years for at least 3420 total regular hours (9 hours/day) or 3040 total regular hours (8 hours/day). Such employees who wish to be considered for regular status shall apply in writing to the applicable Manager. If an employee does not have at least 3420 total regular hours (9 hours/day) or 3040 total regular hours (8 hours/day), the applicable Manager shall reply in writing advising that the employee cannot be regular because of insufficient hours worked.

- b) The following is required to maintain regular employee status:
 - i. A regular employee must continue to obtain 1020 regular hours (9 hours/day) or 908 regular hours (8 hours/day) of employment per fiscal year in order to retain regular status.

A regular employee who is placed on layoff status during the fiscal year shall have the option of becoming a casual employee or maintaining regular status and benefits, subject to normal cost-sharing arrangements, until the end of the current fiscal year.
 - ii. Regular status can only be earned while working within the bargaining unit.
- c) Employees on an approved leave of absence without pay shall not retain regular status pursuant to Article 3.03 (b) (ii) in circumstances where an employee with an earlier date of seniority has not retained regular status.
- d) Notwithstanding Article 3.03 (c), when it appears likely a regular employee who has worked for seven (7) years or more will lose his/her regular status, the employee on one occasion shall upon request, be granted an extension of regular status for up to 1170/1040 hours.
- e) A regular status employee may, upon written request to his/her immediate supervisor, be reclassified to casual status.
 - i. When a regular employee requests to have his/her status changed to casual, any unused earned vacation and/or accumulative vacation must be taken prior to making the change in status.
 - ii. As Article 21.04 only allows payment of earned unused vacation upon termination of employment or retirement, a request to pay out vacation when a regular employee requests to become casual status will be judged on a case by case basis and must have the approval of the District Director or Director of Fleet Management.

3.04 Casual Employees

Casual employees shall receive two percent (2%) in lieu of benefits, applicable on all earnings in the fortnightly period.

3.05 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this

collective agreement.

3.06 Reclassification of Labourers

To ensure that labourers generally will be casual employees, the Employer agrees that a labourer who has been employed for forty-five (45) consecutive working days or forty-five (45) days over a four (4) consecutive month period shall be reclassified to the job title under this Agreement most closely describing the function.

Consecutive days is interpreted to mean days that the employee worked, or days when work was available but the employee could not work through no fault of his/her own (e.g. machine breakdown or rain). The consecutive day count terminates when the labourer is no longer required by the Employer or is laid off for a period of five (5) consecutive days because of no available work.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer and Union Shall Not Discriminate

- a) The Employer and Union agree that there shall be no discrimination against any employee on the basis of prohibited grounds as set out in the *Human Rights Act* except as authorized by law.
- b) The Employer and Union agree that there shall be no discrimination in any relationship with employees by reason of place of residence, nor by reason of membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP

5.01 Union Membership

- a) All employees in the classifications set forth in Article 3 shall become and remain a member of the Union as a condition of employment.
- b) It is agreed that this Article is not to be interpreted as requiring the Employer to, at any time, refuse to employ any employee or otherwise discriminate against any employee in regard to employment or any term or condition of employment because that employee has been expelled or suspended from membership in the Union for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union as a condition of requiring or retaining membership in the Union.

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 Check-off Payments

- a) The Employer shall deduct from the pay of every employee as set forth in Article 3 hereof any dues or initiation fees in accordance with the Union Constitution and By-Laws. Deductions for assessments will be made on the basis of mutual agreement between the Employer and the Union at the time of request.
- b) Casuals who are in receipt of Workers' Compensation payments, and would not be normally deemed to be on lay off status from the Employer will, upon return to employment, be required to have union dues which are owing deducted from their earnings. The amount owed will be deducted over a period of 26 pays or less, whichever is suitable to the employee.
- c) The Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of an error committed by the Employer.

6.02 Deductions

Dues deductions shall be made bi-weekly and shall be remitted to the Secretary-Treasurer of the Union within fifteen (15) days following the end of a four (4) week period, accompanied by a list containing the names and amounts deducted from each employee in alphabetical order by pay codes.

This list shall also indicate the total number of employees paid, total regular earnings, and the total amount of dues deducted.

6.03 Union Dues Receipts

In connection with the T4 Slips issued each year, the Employer will show the amount of dues deducted from each employee on the individual T4 Slips. At this time the Union shall be issued with a list of employees showing name, address and amount of dues paid. Said list will be received by the Union no later than April 1st of each year.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

- a) The Employer agrees to inform new employees that a collective agreement is in effect and that Articles (5) and (6) of the collective agreement require new employees to join the Union and pay union dues.
- b) On commencing employment, the employee's supervisor shall inform the new employee that there is a union steward.

***ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

8.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with the list of its supervisory personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committees

A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, when negotiating with the Employer, to a maximum of two (2).

8.04 Time Off for Meetings

When it is necessary to hold a meeting with the Union Bargaining Committee during working hours for the purpose of transaction of necessary business with the Employer, or for the purpose of giving evidence before a body set up to deal with any dispute, basic wage rates will be allowed the employee by the Employer during the attendance of such meeting or hearing but no expenses or overtime will be allowed. It is necessary that

Committee's meeting with the Employer be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue and to avoid undue absence of the employee from duty.

8.05 Labour Management Committee

a) A provincial Labour Management Committee shall be established consisting of five (5) representatives of the Union and five (5) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of maintaining good labour management relations and service to the public.

b) The Functions of the Committee

The Committee shall concern itself and deal with such general matters as:

- i. to consider constructive criticism of any activity so as to maintain good working relations between the Employer and the Employees;
- ii. to review safety and sanitary practices and to promote improvements where required;
- iii. to review suggestions from employees re: improving services;
- iv. to consider concerns and problems of the employees regarding working conditions.

c) Meetings of the Committee

The Committee shall meet quarterly or as mutually agreed to by both parties at a place provided by the Employer.

d) Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared by the Employer as promptly as possible after the close of the meeting. Copies of the minutes will be made available to the Labour Management Committee.

e) Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of the agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their decisions. The Committee may make recommendations to the Union and the Employer.

f) Time Off for Meetings

Union employees who are members of the Labour Management Committee will be permitted time off without loss of pay to attend meetings of the Labour

Management Committee as outlined in paragraph (c) above.

***8.06 Unit Labour Management Meetings**

The Employer agrees to hold a minimum of three (3) Labour Management meetings per annum with three (3) Union Representatives. These meetings shall be held within the jurisdiction of each Area Manager and the Miller Lake Mechanical Branch.

***ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 Union Representation

A list of the Union Executive and local unit representatives for each Unit and Special Crew shall be provided to the Employer on a yearly basis by July 1st and when changes occur.

***9.02 Recognition of Union Stewards & Grievance Committee**

- a) In order to provide an orderly and speedy procedure for settling of grievances, the Employer recognizes the existence of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- b) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representative(s) shall be allowed access to the Employer's premises only after receiving permission from the Manager involved.
- c) The Employer will advise an employee that he/she has the right to Union representation where an employee is required to attend a meeting with the Employer for the purpose of being advised of a verbal warning, a written warning, a suspension without pay or discharge. Should the Union be unavailable to meet within two (2) working days or later if mutually agreed between the parties, the Employer may proceed with the verbal warning, written warning, suspension or discharge meeting in the Union's absence.

9.03 Permission to Leave Work

The Employer agrees that Stewards shall be allowed to perform their duties of investigating disputes and presenting adjustments as provided in this Article, providing always that such performance of duties does not interfere with normal work procedures. The Shop Steward will not leave his/her work during working hours except to perform his/her duties under this Agreement and only after receiving written permission from his/her supervisor. Permission will not be unreasonably withheld. The Steward shall

report back to his/her supervisor before resuming the normal duties of his/her position.

9.04 Settling of Disputes

Prior to submitting a written grievance at Step I, the employee, accompanied by a Union Steward or Unit Officer, must discuss the dispute with the immediate supervisor in an attempt to resolve the dispute.

For the purposes of this Article, the regular location is the physical (geographical) location where an employee is working at the time the need arises for a meeting as referred to in Article 9.04.

All grievances shall be processed in the following manner:

Step 1

An employee who has a grievance shall within fifteen (15) working days of the occurrence of the event giving rise to the grievance, submit the grievance in writing, specifying the applicable article(s) considered violated, to his/her applicable Manager, who shall meet to hear the grievance with the grievor and a Union Steward or a Unit Officer. This meeting shall take place at the employee's regular location or at a mutually agreed place. The Manager shall meet to hear the grievance within seven (7) working days of receipt of the grievance. The Manager shall give his/her answer in writing within five (5) working days of hearing the grievance, with a copy to Union.

Step 2

In the event that the grievance is not settled satisfactorily in Step 1, it may within seven (7) working days be submitted to the District Director of the area concerned or Director of Fleet Management, who shall meet to hear the grievance with the grievor and a Union Steward and/or Unit Officer and/or a Union representative. This meeting shall take place at the employee's regular location or at a mutually agreed place. The Director shall meet to hear the grievance within seven (7) working days of receipt of the grievance. The Director shall give his/her answer in writing within five (5) working days of hearing the grievance, with a copy to Union.

Step 3

In the event that the grievance is not satisfactorily settled in Step 2, it may within thirty (30) working days be submitted by the Union Executive to the Deputy Minister of Transportation and Infrastructure Renewal. The Deputy Minister and/or his/her representatives, if so requested, shall meet within thirty (30) working days with the Union Executive and will give his/her answer thereto within ten (10) working days of the hearing of the grievance. Excluding the Deputy Minister or designate, both parties may have the assistance of up to a maximum of eight (8) representatives.

Step 4

In the event that the grievance is not satisfactorily settled in Step 3, it may within one (1) month be submitted to adjudication in accordance with Article 10.

9.05 Grievance Step Omissions

No matter may be submitted to adjudication which has not been properly carried through the applicable steps of the grievance procedure.

- a) Step 1 of the Grievance Procedure shall be omitted in cases where the Union considers an employee to be wrongfully or unjustly discharged.
- b) Step 1 of the Grievance Procedure shall be omitted where an employee, or group of employees feel they are required to work under unsafe or unhealthy conditions.
- c) Step 1 and Step 2 of the Grievance Procedure shall be omitted in the case of a policy grievance (1.03 (22)).

9.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of both parties.

9.07 Witnesses

At any stage of the grievance or adjudication procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.

ARTICLE 10 - ADJUDICATION

10.01 Adjudication

The provisions for Adjudication contained in the *Highway Workers Collective Bargaining Act* shall apply to grievances resulting from this agreement.

No matter may be submitted to adjudication which has not been properly carried through the applicable steps of the grievance procedure.

ARTICLE 11 - PROGRESSIVE DISCIPLINE

11.01 Warnings

- a) Whenever the Employer or his/her authorized agent deems it necessary to censure an employee, in a manner indicating that suspension or dismissal may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall provide written particulars of such censure to the employee involved. Such written notification shall be mailed to the employee (via registered mail) within ten (10) working days with a copy to the Deputy Minister and the President of Local 1867. The above notification and related copies may be hand delivered.
- b) Written confirmation of a verbal warning shall be given to an employee and placed in his/her personnel file.

11.02 Suspension

No suspension shall exceed fifteen (15) working days unless by mutual consent of both parties. A suspended employee shall be advised in writing by the Employer the reason for such suspension with a copy to the Union Local.

11.03 Dismissal

An employee who has completed his/her probationary period may be dismissed only for just cause. When an employee is dismissed he/she shall be advised promptly in writing by the Employer of the reason for such dismissal with a copy being sent to the Union and to the Deputy Minister.

11.04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to him/her if he/she had not been suspended or discharged. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings which shall be paid at the end of the next complete pay period following the reinstatement, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a board of adjudication, if the matter is referred to such a board.

11.05 Burden of Proof

In cases of discipline and/or discharge, the burden of proof of just cause shall rest with the Employer.

11.06 Record of Disciplinary Action

The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personal file of an employee shall not be introduced after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period

ARTICLE 12 – SENIORITY

12.01 Seniority Lists

All employees shall be placed in the appropriate zones or areas as set out in Appendix B by a date of seniority.

The Employer shall establish and maintain seniority lists and such lists shall be sent to the Union yearly, on or about August 1st.

12.02 Probationary Period

- a) Probationary period is the period of time after an employee is initially hired in which the employer may terminate the employment if the employee is found to be unable to perform the job duties. Probationary period is based on the accumulation of either 1056 (8 hour day) or 1188 (9 hour day) regular hours.
- b) During the probationary period the employee shall receive all rights and benefits to which he/she is entitled except that:
 - i. termination or dismissal for just cause during the probationary period shall not be the subject of a grievance;
 - ii. employees will not have a date of seniority for recall purposes during the probationary period.
- c) An employee's date of seniority is the date immediately following completion of the probationary period.

12.03 Adjustment of Date of Seniority

Date of seniority will not be subject to change except for reduction of hours for the following purposes:

- a) discipline;
- b) unauthorized leave of absence.

12.04 Loss of Employment

An employee shall be considered to have lost his/her date of seniority and employment in the event of:

- a) dismissal for just cause
- b) termination (resignation, retirement, etc.)
- c) layoff for a period of twelve consecutive months.

ARTICLE 13 - VACANCIES AND NEW POSITIONS

13.01 Vacancies and Postings

Vacancies

When a vacancy occurs for a period exceeding three (3) months or a new position is required to be filled, and there are no qualified individuals in the workgroup eligible for recall, the employer will post the position (s).

When a vacancy occurs for a period of less than three (3) months, and there are no qualified individuals in the workgroup eligible for recall; an Expression of Interest may be used to solicit Bargaining Unit members from the zone(s) who have the ability to perform the task.

Temporary Transfer (for less than three (3) months)

An employee in one work group/zone(s)/area may be temporarily transferred, for a period not exceeding three (3) months, to another work group/zone(s)/area where he/she has no date of seniority and will not be deemed to have a date of seniority in the receiving work group/zone(s)/area for purposes of layoff and recall provided there are no qualified individuals in the work group eligible for recall.

Postings

A posting is a notice to Bargaining Unit members identifying vacancies. The notice will be posted in the applicable Construction Area and posted electronically for a period of ten (10) working days. Copies of the posting will be sent to the Unit President and President of the Union.

13.02 Candidate Selection

Applicants for all new positions or vacancies to be filled through job postings shall be considered in the following sequence: lateral transfer, internal competition and external competition.

- a) Lateral Transfer

For the purpose of this article a “lateral transfer” is a transfer to the same position within the department.

Bargaining Unit Members who have completed their probationary period, have held the position within the past twelve months and/or have been designated competent are eligible to apply for a lateral transfer through a job posting. Qualified, eligible applicants will be assessed in order of seniority, provided their performance is determined to be at an acceptable level and shall not be applied unreasonably.

Lateral transfer will be considered first within the applicable Construction Area. If there are no qualified candidates within the Construction Area, selection will be made from the remaining Bargaining Unit members province-wide.

No lateral transfers shall be allowed into Provincial Field Crews.

b) Internal /External Competition

If no suitable applicants are found through a lateral transfer, then selection may be made from the remaining bargaining unit applicants first within the Construction Area and then province-wide who meet the minimum qualifications and have completed a probationary period prior to consideration of external applicants.

Selected candidates shall be interviewed and/or tested to determine their ability and qualifications. Evaluations may include comprehension and physical testing completed by resources inside or outside the Department. When ability and qualifications are determined equal, date of seniority will be the deciding factor.

Candidates applying for postings must achieve a score of sixty (60) and over on Department tests and/or interviews used in the selection process.

Once an employee has accepted a new position, s/he shall give up all rights to his/her previous position for the purposes of layoff and recall, pending completion of the trial period.

Employees who accept any position under this provision will not be eligible for relocation expenses.

13.03 Equipment Operator Positions

All selected candidates for operator positions not currently classified as operators will be given an operator examination by an Equipment Instructor/Inspector. The results of these tests will be categorized as follows:

0-55	Fails Test
56-69	Eligible for Training Program

70 and over Fully Qualified

Bargaining Unit members who have been selected for testing will be eligible for up to four (4) hours of familiarization before testing. The familiarization period of four (4) hours may be a combination of off the highway and, if applicable, on the highway instruction by an Equipment Instructor/Inspector or a qualified mentor. This “hands on” familiarization is to allow the operator time to become acquainted with control, lever actions and functions.

The Employer agrees to provide an employee with a copy of his/her test paper within 48 hours after his/her examination by the Equipment Instructor/Inspector.

13.04 Trial Period

All successful applicants for any bargaining unit position shall be placed on a trial period for 540 regular hours worked (9 hours/day) or 480 regular hours worked (8 hours/day), excluding employees who previously occupied the position at the time of the posting for a period of 540 regular hours worked (9 hours/day) or 480 regular hours worked (8 hours/day), or more. Conditional on satisfactory performance, the employee shall remain in this position after the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to his/her former position and its rate of pay. Any employee displaced because of this action shall also be moved accordingly.

***ARTICLE 14 - EMPLOYEE TRAINING**

Management will determine training requirements based on operational needs, retirements, illnesses, terminations, etc.

The Employer recognizes that technological change may create special needs for training in the workplace. The Employer agrees to provide opportunity for training in the new methods of operation and during this time, no adjustment in wage rates will occur.

14.01 Postings for Training

A posting is a notice to Bargaining Unit members identifying training opportunities. The notice will be posted in the applicable zone(s) and/or areas for a period of ten (10) working days. Copies of the posting will be sent to the Unit President and President of the Union.

14.02 All Positions Other than Operator Positions

Bargaining Unit Members in the applicable zone(s) and/or area(s) who have completed a probationary period, who are currently working and meet the posted qualifications will be considered first in the selection process for training opportunities.

Applicants shall be subject to a screening process in the form of testing and/or interviews. This may include comprehension and physical testing completed by resources inside or outside the Department. A score of sixty (60) and over on the test and/or interview must be achieved in order to qualify for training.

After screening, date of seniority will be the determining factor.

When more than one training position is identified in the posting, an employee wishing to respond must identify his/her preference before the end of the posting period.

***14.03 Equipment Operator Training**

Bargaining Unit Members who have completed a probationary period, are currently working in the applicable maintenance zone and meet the posted qualifications will be considered first in the selection process for training opportunities by date of seniority.

Applicants shall be subject to a screening process in the form of testing and/or interviews to verify qualifications, physical abilities and mechanical aptitude. This shall be completed by resources inside or outside the Department.

All selected candidates for operator training will be given an operator examination by an Equipment Instructor/Inspector. The results of these tests will be categorized as follows:

0-55	Fails Test
56-69	Eligible for Training Program
70 and over	Fully Qualified

Bargaining Unit members who have been selected for testing will be eligible for up to four (4) hours of familiarization before testing. The familiarization period of four (4) hours may be a combination of off the highway and, if applicable, on the highway instruction by an Equipment Instructor/Inspector or a qualified mentor. This “hands on” familiarization is to allow the operator time to become acquainted with control, lever actions and functions.

Employees who achieved eligibility for operator training on a piece of equipment by achieving a test result greater than 55 will receive forty-five (45) hours of “on the job training” under the guidance of a qualified operator and/or Equipment Instructor/Inspector, at a time determined by the Department. Employees who achieve a test score of 70 or greater shall be deemed qualified.

The Employer agrees to provide an employee with a copy of his/her test paper within 48

hours after his/her examination by the Equipment Instructor/Inspector.

The number of employees trained will equal the number of opportunities in the posting provided the employees meet the “eligible for training” criteria.

Upon completion of the training program, the employee will again be given an equipment operator test by an Equipment Instructor/Inspector, the results of which will be taken into account for future positions.

At the end of the training and or testing process, employees who are deemed qualified are expected to operate the equipment when required in the zone(s) where they normally work.

An employee unsuccessful in testing or training as an operator will not be eligible for retesting or retraining until the employee can provide evidence that he/she has undertaken further equipment operator driver improvement through training or experience in the form of a certified truck driving course, minimum Class 3 with air brake endorsement at the employee’s cost.

Operators may be required to perform retesting to retain qualification to operate individual types of Department equipment. This applies only where the employer has shown the need for retesting.

14.04 Apprenticeship Program

In view of Transportation and Infrastructure Renewal’s participation in the apprenticeship program in assisting to train mechanics, an apprentice mechanic shall be on probation until he/she completes the apprenticeship program (normally four (4) years). An apprentice mechanic defined in this Article will be eligible at the date of employment in the apprentice program for regular status. Upon successful completion of the program, a graduate apprentice mechanic can apply for a vacancy, as outlined in Article 13.01. If no vacancy occurs or if the employee is not the successful applicant, the employee will be considered to have lost his/her employment and will not be eligible for severance as outlined in Article 34.

ARTICLE 15 - SPECIAL WORK CREWS

15.01 Creation of Special Work Crews

- a) The Employer may create special zone(s) work teams for the following project-specific activities: bridge crew, pavement patching, and district survey crew.
- b) Should it be deemed operationally effective to create additional work teams, agreement with the Union Executive will take place prior to forming these work teams.

- c) Positions on these work crews will be filled through a posting procedure open to all employees working in the zone(s) where the work crew may work.
- d) The size of the work crew will be determined by the Employer.
- e) Traffic control persons or additional division crew persons will be retained from the zone(s) where the project is located.
- f) It is the responsibility of every employee on a special work team to make their own transportation arrangements to report to work at the start of their work shift at their designated work location and to return home after work. The costs associated with the first 40 kilometres of travel between home and work and the first 40 kilometres returning home, remains the responsibility of the employee. Reimbursement in excess of 40 kilometres each way will be in accordance with the kilometrage rate as set out in Manual 200. Travel compensation will only be paid to the employee providing the vehicle, and will not be paid if the employee is travelling with another employee as a passenger. The Employer reserves the right to provide transportation with Department vehicles.
- g) Special Work Crew employees will be eligible for reimbursement of a noon meal allowance when attending Department meetings or classroom training sessions that extend over the noon hour when a meal is not provided.
- h) In the event the Employer dismantles the Special Work Crew, the Employer will place the displaced employees back into their original work zone/area.

15.02 Short Term Mobility Across Geographic Area Boundaries

- a) The Employer may move operators and equipment across geographic area boundaries to undertake specific projects that can be more effectively and efficiently completed by a larger Department of Transportation & Infrastructure Renewal work force. The geographic areas are attached hereto and form part of this agreement.
- b) The operator may only accompany the equipment if all similar type of equipment and operators of that similar type of equipment in the receiving geographic area are working.
- c) The length of time for these projects shall not exceed 3 weeks, unless prior approval of the CUPE Executive is obtained.

ARTICLE 16 – EMPLOYEE LAYOFF, REDUCTIONS AND RECALL

16.01 Employee Layoff

Spare Employees

For spare employees working within a zone(s)/area as outlined in Article 1.03, date of seniority will be the primary consideration in determining the sequence order of layoff.

Works Period Layoff

If it is determined by the Employer and approved by the Deputy Head that a works period will be shorter than identified in Article 1.03; the sequence of layoffs will be spare employees followed by works period employees.

If the Summer Maintenance Works Period is less than identified in Article 1.03, employees:

1. may elect the option to displace the employee with the least seniority in other maintenance zones in the construction area (if any), provided the employee is qualified to perform the duties;
2. may elect the option to displace the employee with the least seniority in construction provided the employee is qualified to perform the duties; or
3. will be laid off.

If the Construction Works period is less than identified in Article 1.03, employees:

1. may elect the option to displace the employee with the least seniority in maintenance within the construction area provided the employee is qualified to perform the duties; or
2. will be laid off.

In the event that the Provincial Field Crew Works period is less than identified in Article 1.03, employees:

1. may elect the option to displace the employee with the least seniority in the zone from which the employee originated in Construction or Maintenance provided the employee is qualified to perform the duties; or
2. will be laid off.

16.02 Employee Permanent Reduction

- a) When determining the sequence of permanent reductions in the workforce, spare employees will be displaced first followed by works period employees and, if necessary, year-round employees.

- b) The Employer will make reasonable efforts to identify job opportunities for employees permanently displaced due to workplace reductions.

16.03 Employee Notification

No written notification of the start and/or end date of the works period(s) as outlined in Article 1.03 will be provided.

Notification of recall will be provided to Provincial Field Crews work period employees before the end of March each year and layoff will be as per the dates defined in Article 1.03.

No written notification of recall and/or layoff will be provided to spare employees or probationary employees.

16.04 Written Notification of Layoff During a Works Period or Permanent Reduction

Works period employees or year-round employees being issued a layoff notice shall receive written notification of the layoff 10 working days prior to the layoff and such notice shall be hand delivered or by registered mail.

16.05 No New Employees

No new employees shall be hired until all employees with a date of seniority in the zone(s)/area where the work will occur, who have the qualifications to perform the job requirements, and who have completed a probationary period, have been given an opportunity for recall.

16.06 Early Recall or Employment Beyond the Works Period

- a) Employees may be recalled prior to the start of the works period, or may be required to work beyond the works period, provided the employee has the qualifications to perform the job requirements. Employees do not have to accept an early recall or work beyond the works period but must notify their supervisor immediately without loss of any rights. Employees who choose not to accept an early recall are subject to Article 16.07 if they fail to return to work according to the dates as outlined in Article 1.03.
- b) For those employees working within a zone(s)/area in a spare position as outlined in Article 1.03, date of seniority will be the primary consideration in determining layoff and recall of the workforce, provided the employee has the qualifications to perform the job requirements. Due to the nature of the work, spare employees will not be subject to Article 16.07.

Spare employees will be eligible for recall, provided the employee has the qualifications to perform the job requirements, within the applicable construction area as outlined in Appendix B.

- c) **Maintenance Employees**
When employees are recalled to any of the maintenance zones within the Construction Area as set out in Appendix B, prior to the start of the Summer Maintenance Works Period, or are required to work beyond the Summer Maintenance Works period, they will be recalled and laid off by date of seniority. Such early recall or work beyond the Summer Maintenance Works Period will not enable the employee to exercise his or her date of seniority in the receiving zone for purposes of recall.
- d) **Construction Employees**
When employees are recalled to the Construction Area as defined in Article 1.03, prior to the start of the Summer Construction Works Period, or are required to work beyond the Summer Construction Works period, they will be recalled and laid off by date of seniority.
- e) **Travel/Meal Expenses**
Employees who accept early recall or work beyond the Summer Maintenance Works Period are entitled to travel expenses in accordance with Article 24.01(a), but are not entitled to reimbursement for travel, meals or any expenses as a result of accepting work in an alternate zone.
- f) **Employees who accept a position in an alternate zone(s) for the same works period through a posting shall give up their previous zone(s) rights for the purpose of layoff and recall.**

16.07 Failure to Return Following a Recall

An employee who fails to return to work, or fails to provide medical documentation to support sickness or medical disability, within five (5) days following the indicated date of recall, will be notified by registered mail or hand delivered notice they have been deemed to have resigned, and will be terminated effective the first date of the absence.

ARTICLE 17 - WINTER WORKS PERIOD AND WAGE GUARANTEE

17.01 Winter Works Period and Wage Guarantee

- a) **Employees engaged in the Winter Works Period who are required to be available at all times will be guaranteed a minimum ninety (90) hours for every two calendar weeks during the Winter Works period.**

For casual operators hired after January 1, 1986, non-working hours will be paid at standby rate and working hours paid the regular rate of pay for the position. The standby rate will be 75% of the regular rate for the position.

For all employees on the winter wage guarantee, the regular hourly rate will include a winter premium of \$0.95 per hour throughout the Winter Works Period.

- b) It is required that all Snow Removal Operators on a ninety (90) hour winter wage guarantee be available for work at all times, except that Operators scheduled to work on a shift basis are not expected to be available during the off-shifts unless otherwise directed. Operators on an assigned shift are not expected to be available during the off-shifts unless otherwise directed. Operators receiving the ninety (90) hour winter wage guarantee may at certain times be directed to work at work other than Snow Removal at the Operator's basic hourly rate. During the period the Operator is engaged at work other than Snow Removal and or Ice Control, overtime provisions will apply, except that in no case shall hours spent in Snow Removal or Ice Control contribute to overtime.
- c) Vacation leave, sick leave, mourner's/bereavement leave and election day will not be paid in addition to the ninety (90) hour winter wage guarantee.

All employees shall be paid for holidays in addition to the ninety (90) hour winter wage guarantee, at the full rate of pay.

Where a regular employee works on a paid holiday, the employee shall, in addition to the ninety (90) hour winter wage guarantee, receive the holiday with pay as well as two (2) times the regular hourly rate for the hours worked. Where a casual employee works on a paid holiday, the employee shall, in addition to the ninety (90) hour winter wage guarantee, receive the holiday with pay as well as one and one-half (1 ½) times the regular hourly rate for the hours worked.

- d) Plowing, salting and sanding routes may result in the movement of equipment and operators across geographic boundaries for operational effectiveness.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

(1) Group I Employees

Employees working as a Divisional Crewperson, Baseperson I & II, Division Raker, Equipment Operator, or on a Special Maintenance Work Crew; hours of work will be nine (9) hours a day, Monday through Friday between 7 a.m. and 4:30 p.m. to a maximum of 45 regular hours a week excluding ½ hour meal break each day (to be taken between 11:30 a.m. and 1:30 p.m.) unless the employee is

engaged in shift work. Shift work employees working as a Divisional Crewperson, Baseperson I & II, Division Raker, Equipment Operator, or on a Special Maintenance Work Crew will work a nine (9) hour shift as laid down by the Employer.

Employees on shift work are to receive 12 hours notice before any change in shift schedule.

Group II Employees

For those employees engaged in Snow Removal and Ice Control Operations, a normal day cannot be designated due to the nature of the work,

The following are those employees considered to be engaged in Snow Removal and Ice Control Operations:

- i) Equipment Operators
- ii) Baseperson I
- iii) Baseperson II
- iv) Division Crewperson

(2) Fleet Service Centre, Sign Shop, Steel Bridge, Special Construction Work Crews and Construction Workgroup Employees

Employees hours of work will be eight (8) hours a day, Monday through Friday between 8 a.m. and 4:30 p.m. to a maximum of 40 regular hours a week excluding ½ hour meal break each day (to be taken between 11:30 a.m. and 1:30 p.m.) unless the employee is engaged in shift work. Shift work employees under the Fleet Service Centre Workgroup will work an eight (8) hour shift as laid down by the Employer.

Employees on shift work are to receive 12 hours notice before any change in shift schedule.

(3) Provincial Crew Workgroup Employees

Chip Seal and Asphalt Plant Crews

Due to the nature of the work, a normal day cannot be designated.

Employees on the Chip Seal Crew and Asphalt Plant Crew will be guaranteed a minimum of forty-five (45) hours per week for the duration of time they are employed in the Chip Seal/Asphalt Plant workgroup(s). Vacation leave, sick leave, mourner's/bereavement leave and election day will not be paid in addition to the forty-five (45) hour wage guarantee. Employees shall be paid for holidays in addition to the forty-five (45) hour wage guarantee, at the full rate of pay.

Where an employee works on a paid holiday, the employee, shall, in addition to

the forty-five (45) hour wage guarantee, receive holiday pay in accordance with Article 19.05.

Other Provincial Crew Workgroup Employees

Employees hours of work will be nine (9) hours a day, Monday through Friday to a maximum of 45 regular hours a week.

(4) Ferry Crew and Bridge Tender Workgroup Employees

The Employer may vary, with the agreement of the employees affected, the scheduled hours and work days of ferry employees, due to the operational requirements of a daily ferry service and Bridge Tender employees due to the operational requirements of seasonal marine traffic. Shift schedules will be provided so that no employee will be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period. This does not preclude other shift arrangements acceptable to both the Employer and the Employees. The Employer agrees to post shift schedules at least two (2) weeks in advance and there will be no change in the posted shift schedules except with the consent of the employee(s), or in the case of an emergency. Provided sufficient advance notice is given and with the approval of the Employer, Employees may exchange shifts if there is no increase in cost to the Employer.

18.02 Standard Work Week

The regular work week is defined as per Article 18.01 for all employees except for those employees engaged in Winter Works. The regular work week for employees on shift work will be considered as a total of five (5) eight (8) hour per day shifts within a seven (7) day week with two (2) consecutive days off. For shift work employees, the first day off shall be deemed to be the employee's Saturday or first day of rest and the second or subsequent day shall be known as Sunday or second day of rest. Employees in Ferry Operation are exempt from this Article.

18.03 Rest Periods

Employees working a normal work day will be permitted two fifteen (15) minute rest periods, to be taken one in the first half of the work day and the other in the second half of the work day. Employees working a twelve hour shift will be permitted three fifteen (15) minute rest periods, to be taken once in each third of the shift. Such rest periods are to be taken by the employee at a time suitable and on the concurrence of the employee's immediate supervisor.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

All time worked before or after the regular work day or regular work week (as defined in Article 18.02 and article 25.02) will be considered overtime except for employees engaged in Snow Removal and Ice Control Operations. An employee must work at least fifteen (15) minutes beyond his/her normal shift before being eligible for overtime compensation.

Where it is possible for the Department to anticipate the need for planned overtime, employees shall be notified to be available prior to the end of the preceding shift.

19.02 Overtime Compensation

Overtime worked as outlined in 19.01 will be paid at the rate of time and one-half.

19.03 Sunday Work

Overtime where applicable on a Sunday will be paid the normal rates times two (2), except for those employees engaged in the Snow Removal Operations who are receiving the ninety (90) hour winter wage guarantee and those engaged in shift work working their normal shift.

19.04 Time Off in Lieu of Overtime Hours Worked (lieu time)

Compensation for overtime shall normally be paid, except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked. Overtime incurred on a daily basis cannot be split between overtime pay and lieu time.

The maximum amount of lieu time entitlement an employee can accumulate in this manner is five (5) days. Once five (5) days of lieu time has accumulated, an employee will be paid for any additional overtime hours worked. Before lieu time is taken as time off, it must be requested and approved by the Employer. There is no restriction as to the length of time an employee may carry any portion of the up to five (5) days of banked lieu time.

In addition to the lieu time provisions outlined above, due to operational demands at Englishtown and Little Narrows, one half (½) hour lieu time at regular rate will be granted to CUPE marine employees who work “daylight” shifts. This is provided only as an addition to full shifts (ie: 8 or 12 hours) and the maximum that can be earned is 48 hours per year. This lieu time will not be provided when an employee is not on shift (eg: vacation, illness, WCB, LTD, etc) or when the ferry is out of service (eg: mechanical breakdowns, ice conditions, annual on-site refits).

An employee may request in writing a payout of any remaining balance during the first week of November of any year.

It is the intention of the Department that lieu time will be granted only when an employee has exhausted his/her vacation allotment or has vacation pre-scheduled to be used at a later date, with the exception of the five (5) days provided for under Article 21.01 (e) whereby the employee has the right to carry-over five (5) days of vacation leave with pay to the following fiscal year.

19.05 Overtime Compensation for Work on a Paid Holiday

Regular employees working on a paid holiday will receive the holiday with pay plus two (2) times their regular hourly rate for all hours worked. Casual employees will receive one and one-half (1 ½) times regular pay for hours worked.

19.06 Overtime Meal Allowance

- a) An employee required to work more than two (2) hours immediately following his/her regular work shift shall be provided with a meal allowance.
- b) An employee who is required to work more than six (6) hours immediately following his/her regular work shift shall receive an additional meal allowance.
- c) An additional meal allowance shall be provided for each six (6) hours of continuous overtime worked immediately following (b).
- d) An employee subject to Article 19.09 called back to work shall be provided with a meal allowance after the first four (4) hours of overtime worked, further meal allowances will be provided every six (6) hours thereafter.
- e) Snow Removal Operators are entitled a meal allowance immediately following their 12 hour shift provided the Operator is required to continue on Snow Removal Operation. Subsequent meal allowances will be provided at six (6) hour intervals thereafter.
- f) The meal allowance set out in this article is as follows:

November 1, 2014 - \$9.27	October 31, 2018 - \$9.55
November 1, 2015 - \$9.27	November 1, 2018 - \$9.69
November 1, 2016 - \$9.36	October 31, 2019 - \$9.74
November 1, 2017 - \$9.50	November 1, 2019 - \$9.89
	October 31, 2020 - \$9.94

19.07 Lay-off Related to Overtime

An employee will not be required to lay-off during regular hours to equalize overtime worked.

19.08 Overtime Assignment

Where reasonable, the Employer will make every effort to distribute overtime on a fair and equitable basis among qualified employees by;

- 1) classification who normally perform the work;
- 2) designated work location; and
- 3) those who are presently working.

Distribution of overtime shall not apply to overtime work when the incumbent is required to finish a work assignment.

Employees must provide their supervisor with a maximum of two (2) designated contact numbers and only one (1) attempt to contact each designated number will be made. Employees who do not wish to be considered for overtime, should notify their supervisor in writing, on a biweekly basis.

- a) Overtime will be deemed to be assigned when:
 - i. contact is made with the employee but he/she declines for whatever reason;
 - ii. employees with whom contact cannot be made will be deemed to have declined an opportunity.
- b) Employees on approved vacation leave will not be contacted for overtime until they return to work. Vacation is deemed to be the period immediately following the end of the employee's regularly scheduled shift until the commencement of the next regularly scheduled shift.
- c) Employees on general illness leave or short term illness leave are not to be contacted for overtime until they return to work. This does not apply to employees on personal preventative medical and dental leave.
- d) In the case of an emergency outside of regular working hours, the employee physically located closest to the site of the emergency may be called out of order of the overtime opportunity list. Employees who do not normally perform the work but are physically located closest to the site may be called only after all employees who normally perform the work and are physically located close to the site have been called.
- e) No employee will be required to work overtime against his/her wishes when other

suitable and qualified employees are available to perform the required work. If no qualified employees are available to perform the required work, the most qualified junior employee(s) will be required to perform the overtime.

- f) The Employer agrees to post overtime opportunities and overtime hours offered on a monthly basis. The employer shall make every reasonable effort to ensure that overtime is shared equitably. The parties agree that sharing of overtime may not be equal.

19.09 Call Back Guarantee

A minimum of three (3) hours call back guarantee at overtime rates will be paid once in a twelve (12) hour period which shall be from noon to midnight and from midnight to noon to all employees who are called back to work after completing their normal work day or work week, with the following exceptions:

- a) call back guarantee shall not be paid on any day on which standby time is paid under Article 25.02 (a).
- b) any employee on the wage guarantee engaged in Winter Works Period as per Article 18.

19.10 Calculation of Overtime

The hours referred to in this Article are “working hours”. The following are, therefore, not to be included in the calculation of overtime:

- a) vacation hours;
- b) sick leave;
- c) paid holidays;
- d) standby hours;
- e) mourner’s/bereavement leave.

***ARTICLE 20 - HOLIDAYS**

***20.01 Paid Holidays**

The Employer recognizes the following as paid holidays for employees:

New Year’s Day	Nova Scotia Heritage Day
Labour Day	First Monday in August
Thanksgiving Day	Good Friday
Remembrance Day	Easter Monday
Christmas Day	Victoria Day
Canada Day	Boxing Day

One-half (½) day beginning at 12:00 noon on the last working day prior to Christmas

Day.

Any other day proclaimed as a holiday by the Federal or Provincial Governments will be considered a paid holiday for employees.

Regular employees in receipt of regular earnings in a week including a holiday will receive holiday pay.

Casual employees shall be entitled to be paid for a general holiday if he/she has worked on his/her scheduled working day immediately preceding or the scheduled working day immediately following the holiday.

20.02 Holidays Falling on Saturday and/or Sunday

- a) Monday to Friday Work Week: When a paid holiday falls on Saturday or Sunday, it shall be observed on the following Monday. In the event that paid holidays occur consecutively on Saturday and Sunday, they shall be observed on the following Monday and Tuesday. This clause does not apply to those employees on the winter wage guarantee.
- b) Ferry Crew Employees: When paid holidays fall on Saturday or Sunday, the holiday will be observed on the actual day. Overtime wage rates shall be paid for work on the actual day of the holiday and another day off with pay will be scheduled to observe the holiday.

ARTICLE 21 - VACATION

21.01 Length of Vacation

A regular employee shall receive an annual vacation leave with pay based on the fiscal year (April 1st to March 31st) as follows:

- a) Each fiscal year during his/her first sixty (60) months of service at the rate of one and one-quarter (1 1/4) days for each month of service in the fiscal year and;
- b) each fiscal year after sixty (60) months of service at the rate of one and two-thirds (1 2/3) days for each month of service in the fiscal year and;
- c) each fiscal year after one hundred and eighty (180) months of service at the rate of two and one-twelfth (2 1/12) days for each month of service in the fiscal year; and
- d) each fiscal year after two hundred and eighty-eight (288) months of service at the

rate of two and one-half (2 1/2) days for each month of service in the fiscal year.

- e) An employee shall have the right to carry-over five days of vacation leave with pay to the following fiscal year, to be used in that fiscal year prior to November 30th.

In addition to the vacation carry-over mentioned above, an employee scheduled to take vacation and who is unable to do so within the fiscal year due to illness or injury shall be entitled to carry-over five days of his/her unused vacation to the subsequent year.

- f) Casual employees will receive six percent (6%) for vacation pay, applicable on all earnings in the fortnightly period.

**ANNUAL VACATION LEAVE WITH PAY
EFFECTIVE SIGNING DATE**

Calendar Months Work in Fiscal Year	First 60 Months of Service (days)	After 60 Months of Service (days)	After 180 Months of Service (days)	After 288 Months of Service (days)
1	1.5	1.5	2	2.5
2	2.5	3.5	4	5
3	4	5	6	7.5
4	5	6.5	8.5	10
5	6.5	8.5	10.5	12.5
6	7.5	10	12.5	15
7	9	11.5	14.5	17.5
8	10	13.5	16.5	20
9	11.5	15	18.5	22.5
10	12.5	16.5	21	25
11	14	18.5	23	27.5
12	15	20	25	30

21.02 Vacation Compensation at Layoff

The layoff procedure will be consistent with Article 16.01. The employee will complete a form indicating the employee's name, position and workgroup, vacation dates requested, employee's signature and forward to manager for approval.

The date of the layoff will remain as stated in the layoff letter and all the articles pertaining to layoff will prevail, however, the vacation pay will be paid on a biweekly basis.

A record of employment will be issued at the end of the vacation time, if the employee is not recalled at that time.

21.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during a regular employee's vacation period, he shall be allowed an additional day with pay at a time mutually agreed upon.

21.04 Calculation of Vacation Pay

Vacation pay shall be at the rate effective during the vacation period.

21.05 Vacation Pay on Termination or Retirement

A regular employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a payment of wages in lieu of earned vacation, upon termination. On normal retirement, a regular employee shall be entitled to the same vacation pay which he/she has earned based on the number of months completed to retirement.

21.06 Preference in Vacations

Preference in choice of vacation dates shall be determined by length of service, subject to the need of the Employer.

21.07 Vacation Schedules

Employees shall submit vacation requests to the Supervisor by May 31st of each year or earlier, if possible, and changes should be avoided. Vacations will normally commence immediately following an employee's regularly scheduled days off.

21.08 Approved Leave During Vacation

Where an employee qualifies for short term illness leave benefits or bereavement leave, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option and at a time agreeable to the Employer.

21.09 Overtime Vacation Rate

Except in an emergency situation, no employee shall be required to work during his/her scheduled vacation period. However, should an employee be required to work during his/her scheduled vacation, he/she shall be paid double the regular rate of pay granted an alternate day off for each day on which he performed any work.

21.10 Accumulated Vacation

- a) Accumulative vacation carry over: an employee with the approval of the Employer, may be granted permission to carry over five (5) days of his/her vacation leave every year to a maximum of twenty (20) days if, in the opinion of the Employer, it will not interfere with the efficient operation of the Department.
- b) Use of accumulated vacation carry over: the vacation leave approved pursuant to Article 21.10 (a) shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the Employer approves that the time be extended. If the Employer does not extend or the employee requests to take this time off and is denied then the money will be paid at the current rates. In no case will the employee not be paid or not have the benefit of taking vacation benefits.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 General Illness Leave Benefit

- a) A regular employee who is unable to perform his/her duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- b) The fiscal year for the purpose of general illness shall be April 1 to March 31.
- c) A new employee who is regular subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of regular status.
- d) Regular employees who exhaust all or part of their eighteen (18) work days entitlement in one fiscal year will have it reinstated on April 1 of the following year.

22.02 Short Term Illness Leave Benefits

- a) A regular employee who is unable to report for work because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:
 - i. for regular employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;
 - ii. for regular employees with one (1) or more year's service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence.
- b) If an incident of short-term illness continues from one year of employment to the following year of employment, the regular employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of 22.02 (a) applicable during the year in which the short-term illness commenced.

22.03 Recurring Disabilities

- a) A regular employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in 22.02.
- b) A regular employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to report for work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of 22.02(a).
- c) A regular employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to report for work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of 22.02.
- d) The provisions of 22.03(b) shall not apply to a regular employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short-term leave period as defined in 22.02(a).

22.04 Benefits Not Paid During Certain Period

- a) General illness leave and short-term illness leave benefits will not be paid when a regular employee is:
 - i. receiving designated paid holiday pay;
 - ii. on suspension without pay;
 - iii. on a leave of absence without pay, other than a leave of absence for union business pursuant to Article 23 of the agreement.
- b) A regular employee shall not be entitled to benefits under Article 22 while on laid-off status. When such a regular employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.
- c) A regular employee on short-term illness deemed eligible for long-term disability will not be laid off provided the regular employee is on short-term illness leave on the working day immediately prior to the date upon which advance notice of lay-off would normally be given in accordance with Article 16.03. The regular employee shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement.

When the employee becomes able to perform his/her duties he/she shall be covered by the provisions of Article 16. Advance notice of lay-off is not required where there is no work for the employee and he/she would have otherwise been on laid-off status.

- d) The continuation of benefits payable pursuant to Article 22.04 shall include any benefits payable in accordance with the Long-Term Disability Plan.

22.05 Long Term Disability

Regular employees shall be covered for long-term disability in accordance with the Provisions set out in the Nova Scotia Public Service Long Term Disability Plan as from time to time amended. This Plan as at May 1, 2002 is reproduced as attached.

A regular employee able to return to his/her former position after receiving Long Term Disability benefits shall return to that position provided no senior employee in the relevant work group is on lay-off status. Where necessary to effect the return to work, the employee with the least seniority in the work group (excluding the returning employee) shall be laid off. In any subsequent lay-off and recall the provisions of Article 16 shall apply.

22.06 Provisions for Employees with Limitations

The Employer will endeavour to find suitable other employment for any employee covered by this Agreement, who, through advancing years or temporary disablement is

unable to perform his/her regular duties. Pay for such other employment shall be at the prevailing rate for such other employment. However, should an employee be unable to perform his/her regular duties as a result of an industrial accident or occupational illness, the Employer will endeavour to find suitable other employment for the employee at his/her regular rate of pay.

22.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on illness leave as per Article 22 shall be deemed to be on 100% salary during such leave, or in accordance with federal or provincial statutes.

22.08 Notification to Supervisor

An employee shall report to his/her immediate supervisor or his/her office when absent from duty for any reason.

22.09 Deductions from Sick Leave

A deduction of actual time away from the work place will be made from sick leave credits for all normal working days (exclusive of holidays) absent for illness or injury.

22.10 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any period of illness and shall be required to produce a certificate from a medical practitioner for any period of illness in excess of three (3) days.

A certificate from a medical practitioner shall be in a form prescribed by the Employer.

22.11 Personal Preventative Medical & Dental Leave

Subject to operations requirements, a regular employee may be granted up to five (5) days of his/her general illness leave per fiscal year to engage in personal preventive medical and dental care, such as doctor's appointments, and such requests shall not be unreasonably withheld. The employee may be required to show proof of doctor's appointments.

***ARTICLE 23 - LEAVE OF ABSENCE**

23.01 Contract Negotiations

Representatives of the Union shall not suffer any loss of pay or benefits for time actually spent in negotiations with the Employer at the bargaining table.

23.02 Grievance and Adjudication Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the actual time involved in grievance and adjudication procedures laid down under Article 9 and Article 10.

23.03 Leave of Absence for Union Functions

- a) Leave of absence of up to sixty (60) working days for the President and Secretary-Treasurer, forty (40) working days for the Chairperson of Local 1867's Provincial Safety Committee and for the remainder of the Executive Committee, and thirty (30) working days for other employees shall be granted to the employees provided such leave of absence will not duly interfere with the operation of the Department and upon reasonable notice given to attend conventions, executive and committee meetings of the Canadian Union of Public Employees. Regular employees shall receive their pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay during the period of absence.
- b) Where operational requirements permit and on reasonable notice, the Deputy Minister or designate, shall grant special leave with pay for a period not exceeding one (1) day, to a maximum of one hundred (100) employees, who are elected or appointed as registered delegates to attend the annual meeting of the Union. Such permission shall not be unreasonably withheld.

The Union shall notify the Employer of the names, including the location wherein the employee is employed, of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.

23.04 Leave of Absence for Full-Time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate as a candidate in a federal, provincial or municipal election. Therefore, upon written request the Employer shall allow leave of absence without pay and without loss of benefits to such employee.
- b) An employee who is elected to public office may be allowed leave of absence without loss of work group seniority during his/her term of office.

- c) An employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be given leave of absence without loss of seniority for the duration of such appointment, and without pay and without benefits. Upon the expiration of such Union duties and if and when employment in his/her classification is available, such employee will be given employment in his/her classification and with the same seniority standing as he would have if there had been no interruption of his/her service.

***23.05 Compassionate Care Leave**

The Deputy Head may grant leave without pay to an employee to provide care or support to a family member in accordance with 60E of the Labour Standards Code.

Where a regular employee is approved for this leave, the employee shall pay his/her portion of the benefit premiums.

23.06 Paid Leave for Bereavement

- a) An employee shall be granted up to five (5) consecutive working days leave without loss of pay and benefits in the case of death of:

Spouse	Mother-in-Law
Child	Father-in-Law
Common-law Spouse	Parent
Brother	Guardian or
Sister	Former Guardian
Same Sex Spouse	Step Parents
Half Brother	Step Brother
Half Sister	Step Sister
Daughter-in law	Son-in-law
Step Child	Ward of the Employee
Grandparent	Grandchild

And any relative permanently residing in the employee's household or with whom the employee resides.

- b) An employee shall be granted one (1) working day without loss of pay and benefits in the case of death of:

Brother-in-Law	Aunt
Sister-in-law	Uncle
Niece	Nephew
Foster Parent	Grandparent of the spouse of the employee

23.07 Mourner's Leave

Up to four (4) hours leave with pay shall be granted to two (2) employees selected by

fellow workers to attend the funeral of a fellow employee or a retired employee or one of his/her immediate family. An employee designated to act as pallbearer for a fellow employee shall be allowed a leave of absence of one-half day with pay.

23.08 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to any employee who serves as a juror or 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 court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

23.09 General Leave

- a) Authorized Leave - An employee will be granted a leave of absence without pay and without benefits and without adjustment to his/her date of seniority when such request is agreed to by the Employer to be for good and sufficient cause. Such request will be in writing and approved by the Employer with a copy to the Union from:
 - (i) Deputy Minister, in the case of regular employees;
 - (ii) the immediate supervisor, in the case of casual employees. Authorized leave will not exceed twelve (12) months. An employee who is granted a general leave of absence in excess of four (4) weeks must give up his/her regular status.
- b) A regular employee who is on lay off or granted an approved leave without pay shall provide the Employer with payment for his/her portion of health/dental, group life and LTD premiums for the duration of his/her leave.
 - (i) Such payment must be made in advance of the start of the employee's leave and may be made by post-dated monthly cheques or money order.
 - (ii) Where a regular employee fails to provide the Employer with his/her portion of benefit premiums/contributions, the employee's benefits shall cease effective the start date of the leave and until such time as the employee returns to work and the employee and Employer resume payment of benefit premiums/contributions. In accordance with plan contracts, any existing limitations on coverage will apply upon recommencement of participation in the benefit plans.
- c) During the year in which a leave is granted for a regular employee, one (1) month of service for vacation purposes only shall be credited to an employee who receives salary for a total of ten (10) days or more during each calendar month of the authorized leave.

- d) Unauthorized Leave - An employee who uses authorized leave for purposes other than those for which it was granted, or an employee who absents himself without authority, is subject to discipline up to and including dismissal. An employee who fails to return to work, except due to sickness or medical disability, within 5 days following a recall, and after being notified by registered mail or hand delivered notice to do so, will be deemed to have resigned, and will be terminated effective the first date of the absence.

23.10 Education Leave

- a) An employee shall be granted a day off with pay and without loss of seniority and benefits to write job-related examinations as agreed to by the Employer to upgrade his/her qualifications.
- b) An employee may be granted leave of absence without pay for academic or vocational upgrading in job-related field.

23.11 Leave for Family Illness

In this article, family member means spouse, son, daughter, parent, brother, sister, aunt or uncle of the employee, whether or not living with the employee, or any other relative of the employee who, while not listed herein, permanently resides with the employee. In the case of illness of a family member of an employee who needs the assistance of the employee, the employee may be granted, after notifying his/her Deputy Head or delegated official, leave with pay up to a maximum of five (5) work days per annum. The Deputy Head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

***23.12 Pregnancy Leave**

- a) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of up to sixteen (16) weeks as provided herein.
- b) No later than the fifth (5th) month of pregnancy, the employee shall submit to the Employer through the Deputy Head a written request for pregnancy leave.
- c) The Employer may, prior to approving the leave, request, and the employee shall then provide, a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- d) Pregnancy leave shall begin on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.

- e) Pregnancy leave shall end on such date not sooner than one (1) week after the date of delivery and not later than sixteen (16) weeks after the pregnancy leave began pursuant to Article 23.12(d).
- f) A pregnant employee shall provide the Employer with at least four (4) weeks' written notice of the date the employee will begin the pregnancy leave and the date the employee will return to work upon completion of the leave unless the employee indicates they will take the maximum leave to which the employee is entitled.
- g) The notice referred to in Article 23.12 (f) may be amended by the employee:
 - i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that earlier date;
 - ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and
 - iii) by adding the date that the employee will return to work if the notice is amended at least four (4) weeks before the employee would have been required to return to work.
- h) Where notice is required under Article 23.12 (g) is not possible, the employee shall give the Employer through the Deputy Head as much notice as reasonably practicable of:
 - i) the date the employee will begin the pregnancy leave where they are advised by a legally qualified medical practitioner to begin the pregnancy leave sooner than planned because of medical circumstances resulting from the pregnancy;
 - ii) the delivery where the actual delivery occurs sooner than expected.
- i) The Employer shall not terminate the employment of an employee because of the employee's pregnancy but the Employer, before or after the commencement of the period referred to in Article 23.12 (d), may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- j) Where an employee reports for work upon the expiration of the period referred to in Article 23.12, the employee shall resume work in the same position they held prior to the commencement of the pregnancy leave, with no loss of seniority or benefits accrued to the commencement of the pregnancy leave.

- k) While an employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium cost for maintaining such coverage during the period of pregnancy leave.
- l) While on pregnancy leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous. However, service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the pregnancy leave granted under Article 23.12.
- m) Leave for illness of an employee arising out of or associated with the pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 22.02 may be granted in accordance with the provisions of Article 22.

***23.13 Pregnancy Leave Allowance**

- a) An employee who is entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. Benefits, a payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period;
 - ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.

- iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. Benefits the employee is eligible to receive ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. Benefits to which the employee would have been eligible if no other earnings had been received during that period.
- c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the employee is entitled on the date immediately preceding the commencement of their pregnancy leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. Plan will be adjusted accordingly.
- e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Social Development Canada, where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- f) It is understood that the employees entitled to the seven (7) weeks Pregnancy Leave Allowance as provided in this Article may be eligible for an additional Parental Leave Allowance which combined with the Pregnancy Leave Allowance may result in eligibility up to a maximum of seventeen (17) weeks allowance.

***23.14 Parental Leave**

- a) Parental Leave: Subject to 23.14(b)ii) an employee who has become a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks upon giving through the Employer through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will begin the leave and the date that the employee will return to work. The Employee may amend the notice in accordance with the provisions of Article 23.12(g) or (h).
- b) Parental Leave following Pregnancy Leave: For an employee who has taken pregnancy leave pursuant to Article 23.12 and the employee's new born child or children arrive in the employee's home during the pregnancy leave, Parental Leave:
 - i) shall begin immediately upon completion of the pregnancy leave without the employee returning to work; and

- ii) shall end not later than sixty-one (61) weeks after the parental leave began, as determined by the employee, subject to the notice requirements set out in Article 23.12.
- c) Parental Leave other than in Article 23.14(b) for an employee other than one whom Article 23.14(b) applies, Parental Leave:
 - i) shall begin on a date coinciding with or after the birth of the child or children; and
 - ii) shall end not later than seventy-seven (77) weeks after the child or children first arrive in the employee's home, whichever is earlier, as determined by the employee.
- d) The Employer may require an employee who takes Parental Leave pursuant to Article 23.14 (c) to submit a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the Parental Leave.
- e) Where an employee reports for work upon the expiration of the period referred to in Article 23.14(b) or (c), the employee shall resume work in the same position they held prior to the commencement of the Parental Leave, with no loss of seniority or benefits accrued to the commencement of the Parental Leave.
- f) While an employee is on Parental Leave, the Employer shall maintain coverage for all medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Parental Leave.
- g) While on Parental Leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous. However, service accumulated during Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which Parental Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Parental Leave granted under Article 23.14.
- h) Where an employee has commenced Parental Leave pursuant to this Article and the child to whom the Parental Leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the Parental Leave until the child is discharged from the hospital, upon giving the Deputy Head at least two (2) weeks' notice of the date the leave is to resume. An employee in these circumstances shall be entitled to one (1) interruption and deferral of Parental Leave.

***23.15 Adoption Leave**

- a) An employee who has become a parent of one or more children through the placement of the child or children in care of the employee for the purpose of adoption pursuant to the law of the Province is entitled to a leave of absence without pay for a period not to exceed seventy-seven (77) weeks upon giving the Employer, through the Deputy Head, four (4) weeks' notice in writing of the date that the employee will leave and the date that the employee will return to work. The employee may amend the notice upon giving the Employer four (4) weeks' advance notice or as soon as reasonably practicable if the first arrival of the child or children in the employee's home is not anticipated or occurs sooner than reasonably expected.
- b) The Employer shall require an employee who requests Adoption Leave pursuant to Article 23.15(a) to submit a certificate of an official in the Department of Community Services to establish the entitlement of the employee to the Adoption Leave.
- c) Adoption Leave:
 - i) may begin, in the case of international adoption, upon the arrival of the employee in the child's native country to complete the adoption and shall, in all cases begin no later than the date the child or children arrive in the Employee's home; and
 - ii) shall end not later than seventy-seven (77) weeks after the start date of the adoption leave under (I).
- d) Where an employee reports for work upon the expiration of the period referred to in Article 23.15(c), the employee shall resume work in the same position the employee held prior to the commencement of the Adoption Leave, with no loss of seniority or benefits accrued to the commencement of the Adoption Leave.
- e) While an employee is on Adoption Leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of Adoption Leave.
- f) While on Adoption Leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. However, service accumulated during the Adoption Leave shall not be used for the purposes of

calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Adoption Leave is taken, one (1) month of service shall be credited to an employee who does not receive salary for a total of seventeen (17) calendar days or more during the first and last calendar months of the Adoption Leave granted under Article 23.15.

***23.16 Parental and Adoption Leave Allowance**

- a) An employee entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance (E.I.) Benefits pursuant to Section 23, of the Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - i) Where the employee is subject to a waiting period of one (1) week before receiving E.I. Benefits, one (1) payment equivalent to seventy-five percent (75%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period.
 - ii) Where the employee has served the one (1) week waiting period in (i), one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during that period.
 - iii) Up to a maximum of ten (10) additional weeks as follows:
 - a) Where the employee is in receipt of standard E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay;
 - b) Where the employee is in receipt of extended E.I. parental benefits, the payments will be equivalent to the difference between the weekly standard E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;less any other earnings received by the employee during the benefit period which may result in a decrease in the E.I. benefits to which the employee would have been eligible if no other earnings had been received during the period.

- c) For the purpose of this allowance, an employee's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the employee is entitled for their classification on the day immediately preceding the commencement of the parental or adoption leave. In the case of a part-time employee, such weekly rate of pay will be multiplied by the fraction obtained from dividing the employee's time worked averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the employee's classification.
- d) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. Plan will be adjusted accordingly.
- e) The Employer will not reimburse the employee for any amount they are required to remit to Human Resources and Social Development Canada, where their annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

23.17 Leave for Birth of Child or Adoption

Where an employee's spouse gives birth to a child, the employee shall be granted special leave with pay up to a maximum of one (1) full shift. This leave may be divided into two (2) periods and be granted on separate days.

An employee shall be granted one (1) full shift special leave with pay for the purpose of adoption of a child pursuant to the laws of the Province. This leave may be divided into two (2) separate periods and granted on separate days. If both adoptive parents are eligible for such leave under this Agreement, the amount of paid leave taken under this clause by either one (1) or both parents shall not exceed one (1) full shift.

23.18 Leave for International Sporting Events/Volunteer Firefighters

- a) Participation in International Sporting Events: subject to operational requirements, every consideration will be given to granting a leave of absence without pay to an employee participating in an international sporting event as an athlete or as an official.
- b) Volunteer Firefighters: subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

ARTICLE 24 - TRAVEL PROVISIONS

24.01 Travel Provisions

Employees who are authorized to use their vehicles on government business will be compensated in accordance with rates as set out in Manual 200 (kilometrage) or Manual 23 (hourly). Employees who have not been designated as having the use of a vehicle as a condition of employment are under no obligation to use their private vehicles for Department business.

- a) For Employees other than Provincial Field Crews and Special Work Crews.
 - i. **Kilometrage:**
It is the responsibility of every employee to make their own transportation arrangements to report to work at the start of their work shift at their designated work location and to return home after work. An employee who is required to report to an alternate work location which is greater than the distance the employee travels between home and his/her designated work location will be compensated for the extra distance travelled. Travel compensation will only be paid to the employee providing the vehicle, and will not be paid if the employee is travelling with another employee as a passenger. The Employer reserves the right to provide transportation with Department vehicles.
 - ii. **Travel Outside Work Hours:**
Only Employees who have been transferred to an alternate work location that is outside of their zone (s) will be compensated at regular time, for any additional travel time incurred.
 - iii. **Meals:**
Employees shall be reimbursed for meals according to government approved rates (Manual 200) as per the following guidelines:
 - a. Employees will be eligible for reimbursement of a noon meal allowance when authorized to travel outside their Manager's zone(s).
 - b. Employees will be eligible for reimbursement of a breakfast meal allowance when travelling outside their Manager's zone(s) on the Employer's business for more than one hour before the recognized time for the start of the work day.
 - c. Employees will be eligible for reimbursement of an evening meal allowance when travelling outside their Manager's zone(s) and the employee is not able to return to his/her residence before two hours after the recognized time for the end of the work day.

- d. Employees will be eligible for reimbursement of a noon meal allowance when attending Department meetings or classroom training sessions that extend over the noon hour when a meal is not provided.
 - e. Employees will not be eligible for reimbursement of meals for field training as this constitutes work as per a regular working day.
- iv) Lodging:
If requested, the Employer will be responsible for identifying acceptable motels, for reserving overnight lodging and will directly pay the lodging bill. A maximum of two employees will share a room.

b) For Provincial Field Crews

Provincial Field Crews, due to the nature of their work locations, shall adhere to the following provisions when on travel status. Travel status will apply to when employees traveling greater than 40 kilometres from their established home to the work site.

- i. Use of Personal Vehicles:
Travel provisions will apply to employees traveling greater than 40 kilometres from their established home to the work site. The Employer reserves the right to provide transportation with Department vehicles.

When lodging overnight, an employee in the crew will be compensated for kilometres driven between the lodging and the work site. This employee's vehicle will also be used for any personal emergency travel situations that may arise. Employees will be required to car pool.

Upon approval of the supervisor, employees will be permitted to travel daily if the kilometrage to be paid is less than the cost of lodging and meals. If this option is taken, employees will not be compensated wages for travel time.

The Employer will compensate employees for approved travel based on the government approved kilometrage rates (Manual 200).

- ii. Travel Outside Work Hours:
Outfit employees required to commence work at their scheduled start time who cannot reasonably get to the work site at that time, shall be allowed to travel to the work area before commencement of work and subject to the approval of the Supervisor shall be compensated for the allowable kilometres traveled, meals, hotel lodging and wages for travel time.

Alternatively, supervisors may waive the scheduled start time and allow travel to the work site during the regular work hours. Employees required to travel outside their normal work hours will be compensated at their regular

hourly rate.

- iii. Meals:
Employees shall be reimbursed for meals according to government approved rates (Manual 200).
 - iv. Lodging:
If requested, the Employer will be responsible for identifying acceptable motels, for reserving overnight lodging and will directly pay the lodging bill. A maximum of two employees will share a room.
- c) Provincial Field Crew employees are not considered to be on travel status when starting work at a base/work site that is within 40 kilometres of their home and return to the same base/work site at the end of the day. Employee's will be compensated for meal allowances in the following manner:
- i. when working outside of his/her home area (outside the county in which they reside), two hours after the end of their regular shift or during their lunch break, they shall be entitled to the supper or lunch allowance as defined in Manual 200.
 - ii. when an employee is working inside their home area (inside the county in which they reside), two hours after the end of their regular shift or during their lunch break, they are only entitled to the overtime meal allowance as set out in Article 19.06.

ARTICLE 25 - PAY PROVISIONS & ALLOWANCES

25.01 Remuneration Statements

The Employer shall pay hourly rates in accordance with the classification and pay rates attached hereto and forming part of this Agreement. No later than the end of the day Friday following each pay day, the Employer will post (place in the mail) to each employee, an accurate itemized statement of his/her wages, overtime and other supplementary pay and deductions for the pay period in question.

25.02 Stand-by Pay

- a) Stand-by pay will be paid to all employees, who through no fault of their own are unable to work their normal amount of hours in a regular day and who have been instructed to remain available. An employee called back to work after having been on standby shall be paid at his/her regular rate of pay to coincide on an hour-for-hour basis for the hours the employee was on standby. Such pay will be 8 or 9 hours per day, whichever is applicable. Stand-by hours will not contribute to overtime.

Hours worked in excess of the number of hours an employee was on standby shall be paid at the applicable overtime rates.

An employee called in prior to his/her shift shall be paid at the applicable overtime rate.

- c) Stand-by pay for casual employees will not apply during intervals when the operation is laid up or discontinued or during lay-off period.

25.03 Pay on Temporary Transfers, Higher Rated Job

When an employee is assigned to perform the principal duties of a higher rated position within the bargaining unit, the employee shall receive the starting rate for the position, but in no instance will the employee receive less than the employee's current rate.

When an employee is assigned to perform the principal duties of a higher paying position outside the bargaining unit, the employee shall receive a temporary increase in rate of pay equivalent to ten percent (10%) of the employee's current rate of pay. In no instance shall the temporary rate of pay exceed the maximum of pay of the higher paying position.

25.04 Rates of Charge Hands

Employees designated to assume supervisory duties for specific job functions will be compensated an additional one dollar fifty cents (\$1.50) per hour, to their regular rate of pay, when carrying out these duties. Employee liability issues are addressed as set out in Manual 200.

25.05 Shift Differential

Employees who are assigned shift work, who are required to work a complete evening or night shift, of which one-half or more falls between the hours of 6:00 p.m. of one day and 6:00 a.m. of the following day, shall be paid a shift differential of \$0.50 per hour. A shift differential will not be paid to employees engaged in Winter Works who are receiving the 90 hour guarantee, or will not be paid for time worked at overtime rates.

25.06 Reimbursement for Tools

All regular employees classified as welders, machinists, mechanics and apprentices, required to use their own tools, will be eligible for reimbursement to a maximum of \$400.00 per fiscal year for tools purchased.

Claims for reimbursement shall be submitted in March of each fiscal year.

***ARTICLE 26 - EMPLOYEE BENEFITS**

26.01 Superannuation

All regular employees shall come under the provisions of the *Public Service Superannuation Act*.

***26.02 Public Service Awards**

Subject to article 26.03 (a), a Public Service Award shall be granted to a regular employee who was employed on or before April 1, 2015, who retires because of age or medical reasons and such award shall be equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) weeks.

The amount of the one (1) week's pay used to determine the Public Service Award shall be calculated by the formula:

$$\text{Regular Weekly Hours} \times \text{Hourly Rate} = 1 \text{ week}$$

***26.03 Entitlement**

- a) The entitlement of an employee to a Public Service Award shall be based on an employee's length of service as of April 1, 2015.

Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.

- b) In addition to the months of service upon which an employee's Public Service Award entitlement is calculated, the months of War Service prior to April 1, 2015 purchased by an employee in accordance with the Public Service Superannuation Act shall be included as months of service for the purpose of Public Service Award entitlement calculation.

26.04 Death Prior to Retirement

Where an employee dies and they would have been entitled to receive a Public Service Award if they had retired from the Public Service immediately before their death, the Public Service Award to which they would have been entitled shall be paid:

- a) to his/her beneficiary under the Master Group Life Insurance Policy of the Sun Life of Canada No. 71309;
- or
- b) to his/her estate if there is no such beneficiary.

26.05 Trustee

Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or in the opinion of the Governor-in-Council is not capable of managing his/her affairs by reason of infirmity, illness or other cause, the Public Service Award shall be paid to such person as the Governor-in-Council directs as trustee for the benefit of the person entitled to receive the Award.

26.06 Calculation of Award

- a) The hourly rate which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the hourly rate which the employee was receiving on the date of termination of his/her employment.
- b) The regular weekly hours which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the regular weekly hours which the employee was working on the date of the termination of his/her employment.

26.07 Long Service Recognition

A pin of recognition shall be awarded to regular employees who have completed 20 years of good and faithful service.

26.08 Consolidated Health Plan

All regular employees shall come under the provisions of the Consolidated Health and Dental Plan which includes hospital benefits of semi-private accommodation, drug benefits and vision care services as well as other benefits approved for the benefit plan. The employer will pay 65% of the cost.

26.09 Group Insurance

All regular employees shall come under the provisions of the Group Life Insurance Plan which provides for insurance coverage at twice annual salary.

***26.10 Employee and Family Assistance Program**

The Government of Nova Scotia, through the Public Service Commission, have adopted an Employee and Family Assistance Program, offering confidential, professional assistance to employees and their families. The particulars of this program are set out in the Employee and Family Assistance Policy Manual.

Transportation and Infrastructure Renewal, Human Resource Division may be contacted if further information is required.

***ARTICLE 27 - HEALTH & SAFETY**

27.01 Co-operation on Safety

The Employer, the Union and all employees agree to follow the provisions of the Occupational Health and Safety Act. The principle provides that all parties, where applicable, share the responsibility in the prevention of accidents and the promotion of health and safety in the workplace.

The Union will endeavour to elect members and alternates to the various local Occupational Health and Safety committees for a minimum of two (2) years with members and alternates elected in alternating years.

***27.02 Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with and, as applicable, must use all the necessary tools, safety equipment and protective clothing as determined by the Employer and as pursuant to the *Occupational Health and Safety Act*.

27.03 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave.

No deduction will be made for absence during the working day necessitated by continuing treatment, however, the Employer may reserve the right to substantiate the necessity of continuing treatment. Payment for hours lost for such treatment will only be maintained as long as the employee is covered under the terms of the Workers' Compensation Act.

When an employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant to the employee injury on duty leave with pay representing the employee's net average pre-disability salary for a period the Workers' Compensation Board may specify.

The Employee shall disclose and the Employer shall consider Canada Pension benefits or other publicly funded third party payment received by an employee where such payment relates to employment and disability and is intended as partial earnings loss replacement. Any such amounts shall be deducted from the payment to be paid by the Employer.

Under no circumstances should any injury on duty leave with pay result in an employee's post-injury earnings loss replacement exceeding the employee's net average pre-disability earnings.

27.04 Investigation of Accidents

The Joint Health and Safety Committee of the area will investigate any incident or injury that is brought before them. The Committee will report to the employer as soon as possible on the nature and cause of the incident or injury, a copy of this report will be forwarded to the Union Office.

27.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital immediately following the accident for employees requiring medical care as a result of an accident shall be at the expense of the Employer, at the Government approved mileage rate.

ARTICLE 28 - UNIFORM & CLOTHING ALLOWANCE

28.01 Uniform and Clothing

- a) Mechanical Branch employees will be supplied with coveralls or smocks by the Employer. Laundering of coveralls and smocks will be arranged by the Employer.
- d) Other employees who work three (3) consecutive months per year and work in conditions where the employee's clothing may be damaged, will be supplied initially with one pair of coveralls or smock. Additional coveralls or smocks will be provided at one-half cost. The employee is responsible for laundering.
- c) Safety and rain apparel will be made available to employees as deemed necessary by the Employer.
- d) Where it is deemed necessary for employees to wear safety footwear to undertake their regular duties, the Employer will reimburse 80% of the total purchase cost of approved safety footwear, to a maximum of \$150.00, once during a twelve (12) month period. The reimbursement must be supported by receipts and will not be available until the employee has worked three consecutive months with the Employer.

The Safety footwear will be CSA Grade One (1) with sole puncturing protection, having steel toes and being a minimum height in accordance with Transportation and Infrastructure Renewal standards. Both parties agree to refer to the departmental policy on Foot Protection and Slip Prevention

- d) The Employer shall review the uniform requirements of regular Ferry Employees yearly.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep their clothes whenever and wherever possible.

29.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed at all Department bases requested so that all 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, providing that such notices are not construed to be detrimental to the Employer.

ARTICLE 30 - PRESENT CONDITIONS & BENEFITS

30.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclaimed 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. This Agreement may be amended by the mutual consent of both parties.

30.02 Present Conditions & Benefits

All authorized rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but any modifications of the above will require discussion with the Union.

30.03 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement will form part of this collective agreement and are subject to the grievance and adjudication procedures.

ARTICLE 31 - TECHNOLOGICAL CHANGE

31.01 Definition

For the purposes of this article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of employees.

31.02 Introduction

The Employer agrees that it will introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees and services to the public.

31.03 Notification

The Employer will provide the Union with as much notice as possible of technological change. The parties will meet to discuss the steps to be taken to assist employees who could be affected.

ARTICLE 32 - NO STRIKE OR LOCK-OUT

32.01 No Strike

The Employer agrees that there will be no lockout of members of the Union. The Union agrees that as a consideration of making this Agreement there shall be no strike, suspension or slowdown of work, picketing or any interference with the operation of the Employer's business and to this end the Union will take positive action to ensure its members are made aware that such activity is improper.

ARTICLE 33 - MUNICIPALITY STREET EXCHANGE

33.01 Municipality Street Exchange

- a) The Employer will make reasonable efforts, where work is reassigned to a Municipality, to obtain jobs with the Municipality for employees whose work has to be reassigned. The Employer will have made reasonable efforts where the Employer has:
 - i. consulted with the Union as soon as possible before the proposed date of implementation of the reassigned work to discuss placement options within the Bargaining Unit for employees whose work is to be reassigned;
 - ii. consulted with the Union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities and recognition of service and seniority for employees with the Municipality;
 - iii. met with the Municipality and sought to make it a term of the agreement that the Municipality must:
 - 1) interview employees for available job opportunities with the Municipality to perform the reassigned work;
 - 2) where hiring to perform the reassigned work is subject to appropriate

skills testing, offer to test employees;

- 3) extend job offers to employees who are qualified for available job opportunities with the Municipality to perform the reassigned work;
 - 4) where there are more qualified employees than the Municipality has opportunities due to the reassigned work, extend job offers on the basis of seniority; and
 - 5) where a collective agreement applies and will be binding on the employees after transfer, seek to have the Municipality and appropriate Union to recognize the service and seniority of employees through a reciprocal agreement.
- b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the Municipality, the Employer can still proceed with the reassignment of work.
- e) Employees who accept job offers with the Municipality will be deemed to have resigned their employment with the Employer.
- f) In the event of a devolution of bargaining unit work to an employer in the broader public sector of the Province that would be considered a sale, lease, transfer, annexation or amalgamation under the Trade Union Act, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the Trade Union Act were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance.

ARTICLE 34 - SEVERANCE

34.01 Severance

Severance pay will be applied to employees with total hours of 7200 and above, who have received notice of layoff and who have not been recalled due to a shortage of work for a period of twelve consecutive months under the following guideline:

- a) the entitlement of an employee to severance pay shall be based on either:
 - 1) an employee's total service; or
 - 2) an employee's service beginning from the re-employment date since receipt of a prior severance payment.
- b) severance pay shall be paid upon expiration of the recall period or upon receipt of notice of a permanent reduction;

- c) employees in receipt of LTD benefits who receive notification of layoff shall be entitled to severance once they are deemed fit to return to work and meet the requirements as set forth above;
- d) severance pay shall be based on one week pay for each full year of service to a maximum of 26 weeks;
- e) an employee who is re-employed will be required to repay the amount equal to the portion of the severance that is referable to the remaining weeks of the severance period.

ARTICLE 35 - COPIES OF AGREEMENT

35.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall print, at his own cost, sufficient copies of the Agreement for all management personnel. The Employer will also make sufficient copies available so that all employees will have reasonable access to the terms and conditions contained therein. Such printing and distribution will be made as soon after signing as reasonably possible. Individuals requiring personal copies will be able to obtain them at cost price from the Head Office of the Employer.

35.02 Notice of Change

Either party desiring to propose changes to this agreement may, within a period of three months next preceding the date of the expiry of the term of or preceding termination of the agreement, by notice in writing, require the other party to the agreement to commence collective bargaining, within twenty (20) working days of receipt of such notice or such further time as the parties agree (Highway Workers Collective Bargaining Act - Sections 19 and 20).

***ARTICLE 36 - TERM OF AGREEMENT**

***36.01 Duration of Contract**

This Agreement No. 15 shall become effective on the 1st day of November, 2014 and shall remain in force and effect until the 31st day of October 2020.

All Articles changed from the previous Agreement No. 14 will be effective on signing date unless otherwise indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement No. 15 to be executed by their duly authorized representative this 14th day of August, 2018.

**PROVINCE OF NOVA SCOTIA
REPRESENTED BY:**

**DEPARTMENT OF TRANSPORTATION
AND INFRASTRUCTURE RENEWAL**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1867**

***APPENDIX A**

CLASSIFICATION GROUPS AND RATES OF PAY

	<i>01-Nov-14</i>	<i>01-Nov-15</i>	<i>01-Nov-16</i>	<i>01-Nov-17</i>	<i>31-Oct-18</i>	<i>01-Nov-18</i>	<i>31-Oct-19</i>	<i>01-Nov-19</i>	<i>31-Oct-20</i>
Labourer	\$ 13.49	\$ 13.49	\$ 13.62	\$ 13.82	\$ 13.89	\$ 14.10	\$ 14.17	\$ 14.38	\$ 14.45
Classification Group I									
Division Crewperson	\$ 18.01	\$ 18.01	\$ 18.19	\$ 18.46	\$ 18.55	\$ 18.83	\$ 18.92	\$ 19.20	\$ 19.30
Baseperson I	\$ 18.01	\$ 18.01	\$ 18.19	\$ 18.46	\$ 18.55	\$ 18.83	\$ 18.92	\$ 19.20	\$ 19.30
Survey Assistant	\$ 18.57	\$ 18.57	\$ 18.76	\$ 19.04	\$ 19.14	\$ 19.43	\$ 19.53	\$ 19.82	\$ 19.92
Classification Group II									
Steel Bridge Painter	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Centreline Crewperson	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Inspector	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Checker	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Weigher	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Division Raker	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Bridge Maintenance Worker	\$ 19.36	\$ 19.36	\$ 19.55	\$ 19.84	\$ 19.94	\$ 20.24	\$ 20.34	\$ 20.65	\$ 20.75
Classification Group III									
Ferry Operator	\$ 19.90	\$ 19.90	\$ 20.10	\$ 20.40	\$ 20.50	\$ 20.81	\$ 20.91	\$ 21.22	\$ 21.33
Bridge Tender	\$ 19.90	\$ 19.90	\$ 20.10	\$ 20.40	\$ 20.50	\$ 20.81	\$ 20.91	\$ 21.22	\$ 21.33
Sign Technician	\$ 19.90	\$ 19.90	\$ 20.10	\$ 20.40	\$ 20.50	\$ 20.81	\$ 20.91	\$ 21.22	\$ 21.33
Baseperson II	\$ 19.90	\$ 19.90	\$ 20.10	\$ 20.40	\$ 20.50	\$ 20.81	\$ 20.91	\$ 21.22	\$ 21.33
Mechanical Maintenance Worker I	\$ 19.90	\$ 19.90	\$ 20.10	\$ 20.40	\$ 20.50	\$ 20.81	\$ 20.91	\$ 21.22	\$ 21.33
Engineer with Permit	\$ 22.90	\$ 22.90	\$ 23.13	\$ 23.48	\$ 23.60	\$ 23.95	\$ 24.07	\$ 24.43	\$ 24.55
Equipment Operator	\$ 20.67	\$ 20.67	\$ 20.88	\$ 21.19	\$ 21.30	\$ 21.62	\$ 21.73	\$ 22.06	\$ 22.17
Classification Group IV									
Mechanical Maintenance Worker II	\$ 21.31	\$ 21.31	\$ 21.52	\$ 21.84	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84
Mechanic I	\$ 21.31	\$ 21.31	\$ 21.52	\$ 21.84	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84
Centreline Operator/Painter	\$ 21.31	\$ 21.31	\$ 21.52	\$ 21.84	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84
Spreader/Operator	\$ 21.31	\$ 21.31	\$ 21.52	\$ 21.84	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84

Classification Group**V**

Crane/Boom Operator	\$ 21.73	\$ 21.73	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84	\$ 23.18	\$ 23.30
Steel Worker I	\$ 21.73	\$ 21.73	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84	\$ 23.18	\$ 23.30
Stock Clerk II	\$ 21.73	\$ 21.73	\$ 21.95	\$ 22.28	\$ 22.39	\$ 22.73	\$ 22.84	\$ 23.18	\$ 23.30

Classification Group**VI**

Machinist	\$ 24.43	\$ 24.43	\$ 24.67	\$ 25.04	\$ 25.17	\$ 25.55	\$ 25.68	\$ 26.07	\$ 26.20
Steel Worker II	\$ 24.43	\$ 24.43	\$ 24.67	\$ 25.04	\$ 25.17	\$ 25.55	\$ 25.68	\$ 26.07	\$ 26.20
Welder	\$ 24.43	\$ 24.43	\$ 24.67	\$ 25.04	\$ 25.17	\$ 25.55	\$ 25.68	\$ 26.07	\$ 26.20
Mechanic II	\$ 24.43	\$ 24.43	\$ 24.67	\$ 25.04	\$ 25.17	\$ 27.05	\$ 27.19	\$ 29.10	\$ 29.25
Mobile Service Mechanic	\$ 25.67	\$ 25.67	\$ 25.93	\$ 26.32	\$ 26.45	\$ 28.35	\$ 28.49	\$ 30.42	\$ 30.57

***APPENDIX B**

Maintenance Zones	Zone Name
1	Sydney River
2	Baddeck
3	Strathlorne
5	St Peters (Martinique)
6	Port Hawkesbury/Judique/Ashfield
7	Guysborough
8	Antigonish
9	Sherbrooke
10	New Glasgow
11	Lyons Brook
12	Spry Bay
13	Middle Musquodoboit
14	Bible Hill
15	Tatamagouche
16	Londonderry
17	Chezzetcook
18	Milford/Noel
19	Oxford
20	Amherst
21	Beechville
22	Burnside
23	Brooklyn
24	Parrsboro
25	Chester
26	New Minas
27	Berwick
28	Hebville

29	Middleton
30	Liverpool
31	Lequille
32	Shelburne
33	Digby
34	Yarmouth
35	Saulnierville

***APPENDIX B**

Construction Areas	Maintenance Zones Included
Annapolis	29, 31
Antigonish	7, 8, 9
Baddeck	2, 3
Colchester	14, 15, 16
Cumberland	19, 20, 24
Digby	33, 35
Halifax East	12, 13, 17
Halifax Suburban	21, 22
Hants	18, 23
Kings	26, 27
Lunenburg	25, 28, 30
Pictou	10, 11
Port Hawkesbury	5, 6
Shelburne	32
Sydney	1
Yarmouth	34

Fleet Service Areas	Maintenance Zones Included
Sydney/Baddeck	1, 2, 3
Antigonish/Port Hawkesbury	5, 6, 7, 8, 9
Northern	10, 11, 14, 15, 16, 19, 20, 24
Central	12, 13, 17, 18, 21, 22, 23
New Minas	29, 31, 33, 35, 26, 27
Bridgewater	25, 28, 30, 32, 34
Miller Lake	

Steel Bridge Areas	Maintenance Zones Included
Boulardarie	1, 2, 3, 5, 6, 7, 8, 9
Bible Hill	10, 11, 14, 15, 16, 19, 20, 24, 12, 13, 17, 18

Hebville	21, 22, 23, 29, 31, 33, 35, 26, 27, 25, 28, 30, 32, 34
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Bridge Tenders Areas

Grand Narrows Lift Bridge (Cape Breton County)
 Lennox Passage Lift Bridge (Richmond County)

Ferry Employees Areas

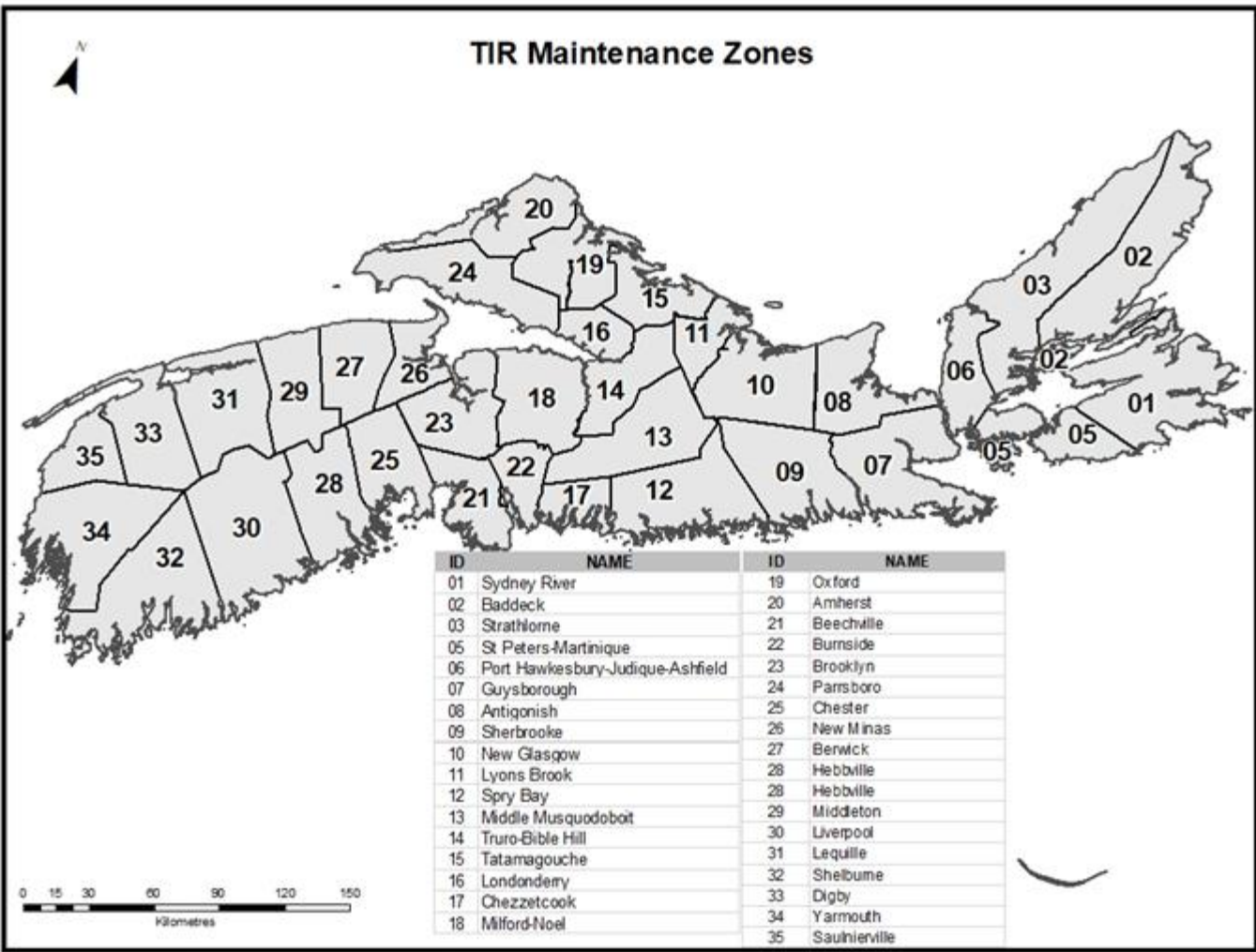
Little Narrows
 Englishtown

Sign Shop Areas

Truro Sign Shop (Colchester County)

Provincial Field Crews Areas

Zones 1 through 35



Memorandum of Agreement

Between

Department of Transportation and Infrastructure Renewal
(hereinafter referred to as the “Employer”)

And the

CUPE Local 1867
(hereinafter referred to as the “Union”)

Notwithstanding Article 18.01 (a) of the collective agreement between the parties, it is agreed that incumbents in Baseperson II positions effective the signing date of the collective agreement and whose names are contained on the attached list, and who, pursuant to an agreement between the parties, were not on the winter wage guarantee immediately prior to the signing of this agreement, shall have the option of not being engaged in the winter wage guarantee and the terms and conditions associated with it. Should such a person opt for the winter wage guarantee at any point in the future, the employee will subsequently no longer have the option provided for under this Memorandum of Agreement.

Sharon Hubley	Stephen Whynot	Dwayne Mattinson	Angus Moser	William Muise
Sterling MacKay				

Memorandum of Agreement

Re: Placement of Employees in New Zones and Construction Areas

The employee with the earliest date of seniority in the zone/construction area where s/he has worked the majority of his/her time in the last twenty-four (24) months will be offered the first available position for which s/he is qualified. Subsequent positions will be filled according to date of seniority. Regular and casual status will not be a factor in determining position placement by date of seniority.

If no positions are available within the zone/construction area in which s/he has worked the majority of his/her time in the last twenty-four (24) months, s/he will be offered the next available position for which s/he is qualified in a zone/construction area in which s/he currently has seniority.

Once an employee has accepted a position in any zone/construction area, s/he shall give up his/her previous zone rights for the purposes of layoff and recall. This Memorandum of Agreement will only be in effect until such time as the process outlined herein has been completed.

LETTER OF UNDERSTANDING

Between:

The Department of Transportation & Infrastructure Renewal
(the "Employer")

And

The Canadian Union of Public Employees Local 1867
(the "Union")

The Employer acknowledges the Union's concern regarding job security for long term employees.

However, it is understood by both Parties that, due to fluctuating resources, the Employer may be required to supplement its own winter fleet complement with the use of privately owned snow removal and ice control equipment in order to ensure the timely and cost-efficient maintenance of our highway system, with public safety being of utmost importance.

To that end, the Parties hereby agree that as of the signing date of this letter of understanding that:

1. The Employer will have not more than forty-one (41) pieces of privately owned snow removal and ice control equipment under contract during each winter season for the life of Collective Agreement #13, excluding temporary use of non-departmental machinery during an emergency;
2. The location of the pieces of contracted equipment may vary throughout the province and throughout each winter season;
3. The parties agree that the terms of this letter of understanding are subject to the grievance and adjudication procedures as set out in the collective agreement.

MEMORANDUM OF AGREEMENT

The Parties hereby agree to create an additional job description: Inspector: Safety. This position will be in Group II under the classification groups and rates of pay of the collective agreement.

MEMORANDUM OF AGREEMENT

The designated base for each of the three districts with Steel Bridge Maintenance will be:

- Western - Hebbville
- Northern - Bible Hill
- Eastern - Boularderie.

- a) the hours of work will be as prescribed under Article 18.01 (a);
- b) the employees will be paid their hourly rate in accordance with the Collective Agreement;
- c) article 1.03 (14) of the Collective Agreement will be amended to read: Work Site: “For other than Centreline Painting - means the actual physical location where employees are performing job duties for the employer;

For Steel Bridge Maintenance - means the applicable designated base.

For Centreline Painting - means the site where the maintenance work is to be done or where the principle machinery is laid up each evening.”; and

- d) article 24.02 (b) (iv) Use of Personal Vehicles will be amended to read: “Travel provisions will apply to outfit employees (except for Steel Bridge Maintenance when travelling to their designated base) travelling greater than 40 kilometres from their established home to the work site. The Employer reserves the right to provide transportation with Department vehicles.”

Notwithstanding the above, it is understood that current employees with rights in Steel Bridge Maintenance will continue to enjoy their present conditions and benefits until such time as they are no longer employed with the Department (names attached below).

Shannon Smith	Darren Crouse	Kevin Miller	Ken Shaw	David Grant
Brennan Peck	Rick Douglas	J. Locke Woolley	Ronald Patton	

MEMORANDUM OF AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Summer students will be hired in the “Student” Labourer’s position and its corresponding rate of pay. Postings for these positions will clearly state the position being a “Student” Labourer and will provide an approximate beginning and end date.
2. Student Labourers are exempt from the provision in Article 3.06, stating that a labourer who has been employed for forty-five (45) consecutive working days or forty-five (45) days over a four (4) consecutive month period shall be reclassified to the job title under this Agreement most closely describing the function.
3. Student Labourers will not accrue seniority for purposes of completing a probationary period as per Article 12.02 (a) and shall not accrue seniority for purposes of lay-off and recall as per Article 16.
4. Student Labourers will not be placed in the regular rotation for sharing of overtime opportunities. However, students may receive overtime if they are working on a job-specific project that runs over the regular work day, as defined in Article 18.01.
5. Prior to posting for student Labourer positions, opportunities for summer work must be offered to those employees who indicated a willingness to return for summer work.
6. A student is a person studying at a high school, university or other place of higher education and who will be returning to school in the fall.

MEMORANDUM OF AGREEMENT

The parties agree that the following activities constitute winter work during the wage guarantee:

1. activities related to the plowing, salting and sanding of roads;
2. activities related to the hauling of salt and/or sand;
3. activities related to the manual removal of snow and/or ice from roadways, sidewalks, ditches, catch basins, culverts, etc.;
4. activities related to the removal of snow and/or ice by machine from ditches, drainage areas, etc.; and
5. associated traffic control, including the placement of signs and barricades, for the aforementioned activities.

MEMORANDUM OF AGREEMENT

- a) where two or more employees have the same date of seniority, the employee with the greatest number of regular hours overall (excluding overtime), shall be recalled first and laid off last and shall continue to be deemed senior for the purposes of all subsequent layoff and recall events unless the employee has a change to his/her date of seniority as per Article 12.03.
- b) in the event that two or more employees have the same date of seniority and the same number of hours, the names will be placed in a “hat” and the name drawn shall be the first to be recalled and/or last to be laid off (if there are more names, the same process shall be followed); and shall continue to be deemed senior for the purposes of all subsequent layoff and recall events unless the employee has a change to his/her date of seniority as per Article 12.03.

MEMORANDUM OF AGREEMENT

The Parties hereby agree that the Employer will institute an Equipment Operator Apprenticeship program whereby other internal trainees and new Operator Apprentices shall be compensated in the following manner:

- a) upon acceptance into the program and completion of the orientation program, for the first 75 hours of practical driving experience and 15 hours of related servicing time, the rate of pay shall be as per Classification Group I under the Collective Agreement (i.e., Division Crewperson, Baseperson I) or the employee’s current rate of pay if it is greater than Classification Group I ;
- b) upon an evaluation by the Equipment Instructor/Inspector after the first 75 hours of driving experience, 15 hours of related servicing time and recommendation to proceed in the training program, the rate of pay shall be as per Classification Group II (or their current rate of pay, whichever is the greater); and
- b) upon completion of an operator examination by the Equipment Instructor/Inspector, with a minimum score of 70%, the rate of pay shall be as per Classification Group III (Equipment Operator) when working as an Equipment Operator.

MEMORANDUM OF AGREEMENT

Between

Department of Transportation & Infrastructure Renewal
(herein referred to as the “Employer”)

and the

CUPE Local 1867
(herein referred to as the “Union”)

The Parties hereby agree that a CUPE employee who accepts a permanent position with the Employer outside of the CUPE bargaining unit will have his/her CUPE seniority dealt with in the following manner:

- (a) The employee’s date of seniority will be maintained for a period of 3 (three) months following commencement in the new position; and
- (b) Once the 3 (three) months have lapsed, the employee will be removed from the seniority list and be deemed to have forfeited all rights and benefits associated with the collective agreement between the Employer and the Union; or
- (c) The employee may wish to resign his/her CUPE position immediately, as per Article 12.04.

Letter of Understanding

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and

CUPE Local 1867 (hereinafter referred to as the “Union”)

The Parties hereby agree that the employee accommodations will be administered in the following manner:

- a) In order to be considered, requests for accommodations must be supported by valid medical documentation outlining in detail the worker’s functional limitations and restrictions to the satisfaction of the Employer; and
- b) When an accommodation has been identified that alters the Collective Agreement, including substantively impacting the employee’s position or the job posting process, the Employer will discuss it with the Union and a Memorandum of Agreement will be required.

Memorandum of Agreement

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and

CUPE Local 1867 (hereinafter referred to as the “Union”)

Filling of Temporary Vacancies in Excess of Three (3) Months

For temporary vacancies in excess of three (3) months resulting from an approved leave, the vacancy will be posted and the successful applicant will maintain his/her original position and date of seniority. He/she will not be deemed to have a date of seniority in the receiving work group/zone for purposes of layoff and recall.

Memorandum of Agreement

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and

CUPE Local 1867 (hereinafter referred to as the “Union”)

Temporary Assignments within Work periods

Vacancies for a period not exceeding three (3) months within a works period, shall be offered to the senior qualified employee currently working in the zone(s). If required, subsequent temporary vacancies will be offered to the next senior qualified employees currently working in the zone.

LETTER OF UNDERSTANDING

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and the

CUPE Local 1867
(hereinafter referred to as the “Union”)

The Parties hereby agree that CUPE employees at the Marine operations in Little Narrows and Englishtown will adhere to the following guidelines:

- There will be one list maintained for the Marine Operations of Englishtown and Little Narrows. This list is for scheduling and overtime purposes only. Marine workers will also be placed on the master list with a copy provided for the Union. Employees shall report preference for their designated work location. Employees shall be scheduled based on operational requirements
- A regular shift onboard the Ferries is considered twelve (12) hours. It is also agreed that, due to heavy seasonal traffic, employees may be required to work eight (8) hour shifts.
- As there is no guarantee of hours for CUPE Marine employees onboard the ferries, a standard work week cannot be defined, however, it is understood that CUPE employees can be scheduled to work up to three (3) 12 hour shifts or five (5) 8 hour shifts in a week. Additional shifts may be scheduled in order of seniority which may trigger overtime provisions, provided all qualified employees have been offered three (3) 12 hour shifts or five (5) 8 hour shifts.
- All regular hours after forty (40) in a week will be considered overtime hours. Any shift that has an employee exceeding forty (40) regular hours will be considered an overtime opportunity.
- In addition to the lieu time provisions outlined above, due to the operational demands at Englishtown and Little Narrows, one half (1/2) hour lieu time at regular rate will be granted to CUPE marine employees who work "daylight" shifts. Employees will receive 45 minutes of lieu time at the regular rate while working a regular shift. This is provided only as an addition to full shifts (ie: 8 or 12 hours) and the maximum that can be earned is 48 hours per year. This lieu time will not be provided when an employee is not on shift (eg: vacation, illness, WCB, LTD etc.) or when the ferry is out of service (eg: mechanical breakdowns, ice conditions, annual refits).

- Regular status employees, working on a holiday, will receive the holiday with pay, plus two (2) times their hourly rate for hours worked. Casual employees, working on the holiday, will receive the holiday with pay, plus one and one half (1 1/2) times their hourly rate for hours worked.
- All opportunities for overtime will be shared among qualified Marine Employees, by classification first and then to other qualified employees.

MEMORANDUM OF AGREEMENT

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and the

CUPE Local 1867
(hereinafter referred to as the “Union”)

Equipment Operators servicing equipment in Construction Area

The parties do hereby agree to the following:

1. These year-round opportunities will be posted for the appropriate Construction Area.
2. Employees will work at snow removal during winter works and when required in the shoulder season.
3. Servicing Equipment work will be performed outside the time frame noted in # 2.
4. Employee(s) will be provided with a vehicle to transport materials, if required.
5. Travel provisions will be as per Article 24.01(a).
6. Operators will perform maintenance duties and complete maintenance reports.
7. Article 13.04 Trial Period applies.

LETTER OF UNDERSTANDING

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the “Employer”)

and the

CUPE Local 1867
(hereinafter referred to as the “Union”)

The Union agrees to the following for recruitment and retention purposes:

1. The skilled Trades currently identified in Schedule “A” Classification Group VI – Machinist, Steel Worker II, Welder, Mechanic II, Mobile Service Mechanic shall be subject to the following exemption from Article 13 of the collective agreement.
2. The Employer may hire more than the number of positions posted for a job competition on any posting should the Employer have a response to the internal/external job competition from more than the required number of skilled trades in the original posting.
3. This Letter of Understanding applies only to the Classifications identified in Point (1) above.
4. All other vacancies for bargaining unit positions shall be filled in accordance with Article 13 and the principle that the Employer shall identify the number of positions and area where the vacancies exist.

MEMORANDUM OF AGREEMENT

Between

Department of Transportation & Infrastructure Renewal
(hereinafter referred to as the "Employer")

and the

CUPE Local 1867
(hereinafter referred to as the "Union" }

Equipment Operators on Bridge Maintenance Crews

The parties do hereby agree that from time to time, Bridge Maintenance Crews require the use of equipment that can only be driven by a fully-qualified Equipment Operator deemed competent by an EQII on related equipment. At these times, the employee is to be paid at the Equipment Operator rate of pay.

It is also agreed that when not actively performing the duties of an Equipment Operator, the employee shall be paid at the Bridge Maintenance Worker rate of pay.

Operating duties shall be offered to the senior qualified employee or employees (if more than one operator is required) currently working on the Bridge Maintenance Crew. These employees shall be entitled to any overtime worked by the crew at the applicable rate of pay.

The text set out in Appendix 4 below is the LTD Plan Text, as amended December 31, 2015. It may be amended periodically pursuant to the provisions of the Plan, and questions regarding the current LTD Plan text may be directed to the LTD Plan Office; Public Service Commission (Employee Relations) or NSGEU. **Please refer to the following link to review the current plan text:**

<http://www.nsps-ltd.com/plandocument.html>

APPENDIX 4 – LONG TERM DISABILITY PLAN

1. In this Plan,
 - (a) "administrator" means the Plan Administrator appointed by the Trustees to administer the Plan;
 - (b) "disability"/"disabled" means the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 80% of the current rate of the position, class and step he/she held prior to disability;
 - (ba) "disability"/"disabled" means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 24 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 75% of the current rate of the position, class and step he/she held prior to disability;
 - (c)
 - (i) "elimination period" means 100 consecutive lost work days due to the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation. Provided however, that a return to work shall not be considered a break in consecutive lost work days if:
 - (a) within 30 consecutive work days of returning to work, the employee becomes unable to work because of the same or related illness or injury; or,
 - (b) within 3 months of returning to work on a trial basis approved by the employer and, if applicable, the responsible employer/union committee, the employee becomes unable to work because of the same or related illness or injury, provided further that the days worked on a return shall not be counted as part of the 100 consecutive lost work days;
 - (ii) "elimination period" for part-time Civil Service bargaining unit employees and eligible part-time non- bargaining unit employees means twenty (20) consecutive calendar weeks

of lost work due to the complete inability of an employee, because of illness or injury, to perform the regular duties of his/her occupation, and it will consist of a period of consecutive and continuous sick leave, paid and unpaid where applicable, due to the same or related causes. Provided however, that a return to work shall not be considered a break in consecutive lost work weeks if:

- (a) within 6 consecutive work weeks of returning to work, the employee becomes unable to work because of the same or related illness or injury; or,
 - (b) within 3 months of returning to work on a trial basis approved by the employer and, if applicable, the responsible employer/union committee, the employee becomes unable to work because of the same or related illness or injury, provided further that the days worked on a return shall not be counted as part of the 20 consecutive calendar weeks of lost work;
- (d) “employee” means an insured under the Plan;
 - (e) “employer” means the employer of the employee;
 - (f) "normal salary" (for all employees other than relief employees) means an employee's regular bi-weekly salary, immediately prior to disability, including any educational premium or unit premium received by the employee;
 - (fa) “normal salary” for relief employees means the average bi-weekly salary received in the twenty-six bi-weekly pay periods immediately preceding the date of disability plus any increments up to the last day of the elimination period;
 - (g) "Plan" means the Nova Scotia Public Service Long Term Disability Plan;
 - (h) “Plan Sponsors” means the Province of Nova Scotia and the Nova Scotia Government and General Employees Union;
 - (i) "regular duties" means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;
 - (j) "rehabilitation employment program" means a mandatory program, as contained in the Guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment;
 - (k) "Trustees" means the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan;
 - (l) “relief employee” means a relief employee as defined in a Memorandum of Agreement dated December 23, 2009 who pursuant to said Agreement has achieved term relief status or permanent relief status; (*Amended April 1, 2010*)

2. In this Plan,

- (1) words importing male persons include female persons and corporations;
- (2) words in the singular include the plural, and words in the plural include the singular.

ADJUDICATION RIGHT OF REVIEW

3. (1) When the Administrator has ruled that an employee is not disabled, said decision may not be challenged by an action in the courts, and may only be appealed through the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan, who will be responsible to schedule an appeal hearing in accordance with Section 3(3); *(Amended, July 18, 2007)*
- (2) The decision resulting from the appeal hearing shall be final and not subject to further review;
- (3) An Appeal System has been established with the following provisions:
 - (a) the appeal will be limited to determining whether or not the employee is disabled, as defined herein; *(Amended, July 18, 2007)*
 - (b) the appeal will be heard by an Appeal Board established by the Board of Trustees; *(Amended, July 18, 2007)*
 - (c) the appeal will be conducted pursuant to the Guidelines established by the Board of Trustees pursuant to this Plan; *(Amended, July 18, 2007)*
 - (d) the employee shall bear his or her own costs of the appeal; however, if the appeal is successful, the employee shall receive costs as permitted by the Appeal Guidelines; *(Amended, July 18, 2007)*
 - (e) any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Administrator; *(Amended, July 18, 2007)*
- (4) No legal action for judicial review of an appeal decision pursuant to Sections 3 (1), (2) and (3) or for any other dispute relating to this Plan may be brought more than one year after benefits have been denied.

ELIGIBILITY FOR BENEFITS

4. (1) Subject to subsection (4), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period;
- (2) If the Administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program, he/she shall receive benefits as provided in Section 5(3);
- (3) An employee may be required by the Administrator to be assessed in accordance with the Guidelines made pursuant to this Plan, and may be required by the Administrator to participate in a Rehabilitation Employment Program in accordance with the Guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits;

- (4) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless:
- (a) the later disability is for causes unrelated to the prior disability; or,
 - (b) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for 60 consecutive work days or more before the related disability recurred (12 consecutive calendar weeks for part-time and relief employees);
- (5) For greater certainty, where, pursuant to subsection 4(4), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted;
- (6) No benefits shall be payable under the Plan because of:
- (a) disability suffered in the course of voluntarily participating in the commission of a crime;
 - (b) disability suffered as a result of an act of war or participation in a riot, except when carrying out the duties of his/her occupation;
 - (c) intentional self inflicted disability, or attempted self destruction;
 - (d) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;
 - (e) pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;
 - (f) disability which arose out of and in the course of employment and is deemed to result in a total loss of earnings capacity by the Workers' Compensation Board;
 - (g) disability due to illness or injury which occurred after the employee was placed on layoff status;
 - (h) a disability commencing within the first 12 months of the effective date of coverage if the disability is directly or indirectly the result of an illness or injury for which medical treatment, services or supplies were received in the 90 day period prior to the effective date of coverage;
- (7) No benefits shall be payable under the Plan where:
- (a) the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator;
 - (b) the employee refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if the employee refuses to participate in a Rehabilitation

Employment Program approved by the Administrator, unless the Administrator determines otherwise;

- (c) no benefits shall be payable under the Plan while the employee is incarcerated for a criminal offence.

AMOUNT OF COVERAGE

- 5. (1) (a) the bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her normal salary to a maximum benefit of \$2,000.00 bi-weekly;
 - (b) for employees whose elimination period commences on or after May 1, 2002, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's normal salary to a maximum benefit of \$3,000.00 bi-weekly;
 - (c) for employees whose elimination period commences on or after January 1, 2009, the bi-weekly benefit for an employee covered by this agreement shall be, for the first three years of benefits, 65% of the employee's normal salary to a maximum benefit of \$4,375.00 bi-weekly, and thereafter, 70% of the employee's normal salary to a maximum benefit of \$4,711.54 bi-weekly; (*Amended January 1, 2009*)
- (2) Employee and Employer contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under the Plan;
 - (3) The benefit for an employee, who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay;
 - (a) for employees whose elimination period commences on or after January 1, 2009, the benefit for an employee who is receiving income under a recognized rehabilitation employment program shall be reduced by an amount equal to, for the first five years of benefits, 50% of the income received, and thereafter, 35% of income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay; (*Amended January 1, 2009*)
- (4) Increases to benefits under this Plan to reflect cost of living increases shall be determined as follows:
 - (a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;
 - (b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;

- (c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;
 - (d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-months period ending October 31st, based on the figures as published by Statistics Canada for that period;
- (5) The benefits shall cease at the earliest of:
- (a) the last day of the month in which the employee attains 65 years of age;
 - (b) returning to work;
 - (c) death of the employee;
 - (d) the date the employee is no longer qualified as disabled as it is defined in this Plan;
 - (e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act;
- (6) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:
- (a) the last day of the month during which the employee attains the age of 60 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan;
- (7) For employees whose elimination period commences on or after January 1, 2009 and ends before or on the day they turn the age of 63 years, the benefits shall cease the earliest of:
- (a) the last day of the month during which the employee attains the age of 65 years;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;

- (e) the date the employee is no longer qualified as disabled as defined in this Plan; *(Amended January 1, 2009)*
- (8) For employees whose elimination period commences on or after January 1, 2009 and ends after they turn the age of 63 years, the benefits shall cease at the earliest of:
- (a) the last day of the month two years after the end of the elimination period;
 - (b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;
 - (c) the date the employee returns to work;
 - (d) the date of death of the employee;
 - (e) the date the employee is no longer qualified as disabled as defined in this Plan; *(Amended January 1, 2009)*
- (9) Despite subsection (3) in the case of employees:
- (a) covered by the Interim Memorandum of Agreement between the Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and,
 - (b) who are not members of NSGEU but who are, by agreement by the Plan Sponsors, in the same situation as those referred to in (a); and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:
 - (i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and,
 - (ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits;
6. The benefit to which an employee is entitled under this section shall be reduced by:
- (1) the amount of disability benefit entitlement under the Canada Pension Plan, excluding children's benefits and excluding the indexing added to the said entitlement after December 31, 2005; *(Amended May 24, 2006, effective January 1, 2006)*

- (2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the Employer;
 - (3) the amount of income received from rehabilitative employment in accordance with subsection (3) or (3) (a) of Section 5; *(Amended January 1, 2009)*
 - (4) the amount of Workers' Compensation payments, where an employee is deemed to have a partial loss of earnings capacity by the Workers' Compensation Board, except permanent partial disability awards that are not included in the Earnings Replacement Benefit calculation;
 - (5) the amount of benefits payable from any disability plan sponsored by any employer in relation to the same employment covered under this Plan;
 - (6) the amount of income received by an employee from any employment including self employment;
 - (7) the amount of earnings (including earnings capacity) recovered through a legally enforceable cause of action against some other person or corporation, including the employee's motor vehicle insurer under the Section D or SEF 44 coverage;
7. For employees whose elimination period commences on or after January 1, 2009, if the employee's bi-weekly benefit, plus his income from all sources specified under Section 6, for the first five years of benefits herein, exceeds 80% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit), and thereafter, exceeds 90% of his pre-disability earnings (indexed at the same rate as the bi-weekly benefit) his benefit will be reduced by such excess amount. *(Amended June 22, 2017)*

TERMINATION OF AN EMPLOYEE'S COVERAGE

8. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:
- (1) the date the employee occupies a position that is not eligible for coverage;
 - (2) the date of the employee's termination of employment;
 - (3) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan; *(Amended January 1, 2009)*
9. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions. Where the employee does not make his/her required contributions, coverage will be suspended during the period of authorized leave and all terms, conditions and exclusions applicable to a new employee will apply when the employee returns to work, with the first day worked being deemed as the date of hire for the purpose of interpreting this Plan.

AMENDMENTS

10. (1) This Plan may be amended from time to time by the Plan Sponsors, after consultation with the Trustees;
- (2) The Administrator shall consistently apply the Plan in accordance with the Guidelines made pursuant to the Plan;
- (3) The Trustees shall make guidelines for the purpose of administration of the Plan respecting:
 - (a) rehabilitation employment programs;
 - (b) medical assessments;

and may make guidelines respecting such other matters as are necessary, in the opinion of the Trustees, to administer the Plan;

The Guidelines made pursuant to this subsection will come into effect upon the date determined by the Trustees.

TERMINATION OF THE PLAN

11. In the event that the Plan is terminated, all contributions or benefits shall cease and the Fund will be disposed of in the following manner:
 - (a) all employees who are on short term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Sections 4 & 5 will have their benefits, at the level in force at the time of Plan termination, purchased from an insurance company under a single premium non participating closed group long term disability contract, if such a contract is then available from an insurance company;
 - (b) if the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employee bears to the total cost of the full benefits for all such employees;
 - (c) if a single premium non participating closed group Long Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Sections 4 & 5, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;
 - (d) if the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Sections 4 & 5 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;

- (e) any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the Plan except that the recovery of a disabled employee receiving benefit under Section 4 shall terminate his/her entitlement to such benefit;
- (f) any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government and General Employees Union.

SUBROGATION

12. (1) Where a long term disability benefit is payable for an injury or illness for which any third party, including the employee's motor vehicle insurer under the Section D or SEF 44 coverage, is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee, including the Estate of the employee, against the third party, to recover damages in respect of the injury or death, and may maintain an action in the name of such employee, or the Estate of the employee, against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to:
- (a) payment of the costs actually incurred in respect of the action, and reimbursement to the Trustees of any disability benefits paid, and the balance, if any shall be paid to the employee whose rights were subrogated;
 - (b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein;
 - (c) an employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation, including but not limited to entering into subrogation agreements prescribed by the Guidelines made pursuant to this Plan.