

COLLECTIVE AGREEMENT

BETWEEN

**HALIFAX REGIONAL MUNICIPALITY
METRO TRANSIT**

AND

**AMALGAMATED TRANSIT UNION
LOCAL 508**

11960 (04)

SEPTEMBER 1, 2006 - AUGUST 31, 2011

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PART I - COMMON ARTICLES**DEFINITIONS**

- Bargaining Unit** Means the Amalgamated Transit Union Local 508, its predecessors and successors and is otherwise referred to as the "Union".
- Collective Agreement** Means the collective agreement and the articles contained herein and any properly made amendments, additions or alterations to it.
- Day** Means a calendar day.
- Employee** Means an employee of the Employer who is a member of the bargaining unit and refers to both the masculine and feminine, and a reference to the male gender or to the female gender shall include a reference to the other, and singular and plural shall refer to the other unless it is inconsistent with the context; "Employee" means all full time employees and all part time employees.
- Employer** Means the Halifax Regional Municipality and its successors and is otherwise referred to as "HRM".
- Employer's Premises** Includes any Employer owned, leased, or rented structure, vehicle and/or vessel under the control of the Employer.
- Full-Time Employee** Means an employee who is required, through the job posting process, to work the number of hours constituting a full day's work and the full number of days constituting a week's employment, unless absent for reasons permitted under this collective agreement.
- Late Report** Refers to when an operator does not report on time.
- Lay-Off** Means the interruption of an employee's employment for any reason except cause or resignation, but is not the severance of the employment relationship and, without limiting the generality of the foregoing, lay off includes an interruption for lack of work, economic reasons, restructuring of the work place in any way and abolishment of positions.
- Month** Means a calendar month and, in measuring time, includes the period between a date in one month and the same date in an adjacent month.
- Parties** Means the signatories to this collective agreement, i.e. the Union and the Employer.
- Part-Time Employee** Means an employee who does not work more than twenty four (24) hours in any week except in cases of replacement for vacation, sickness, authorized Union leave, and training of full-time and part-time employees.
- Service** Means the length of time that an employee is in the employ of the Employer from the last date of hire which is unbroken by termination, except for article 60.01.
- Temporary Position** Means a new position, which has a specific term not to exceed six months. A permanent position which is being filled temporarily is not considered a new position.
- Union** Means the Amalgamated Transit Union Local 508 and is otherwise referred to as "The Bargaining Unit".

Working Day Means a day on which an employee works or would normally have been scheduled for work but is excused from work, etc. Exceptions are articles 2.09, 9, 10, 11.02, 20.03, 22.10 and 66.05, in which working day means Monday to Friday.

Written Reprimand Means a disciplinary letter which reviews an employee’s unacceptable performance or action and indicates that any repetition could lead to further disciplinary action.

Year Means twelve consecutive months unless specifically modified to mean otherwise.

ARTICLE 1 - GENERAL PROVISIONS

1.01 The purpose of this agreement is to promote and improve the industrial and economic relations between the Employer and its employees who are members of the Union (hereafter referred to as “employees”), and to set forth the basic agreement respecting hours of work, rates of pay and other conditions of employment to be observed by the parties.

1.02 During the term of this agreement, the parties hereto agree that there will be no strikes of any kind whatsoever; work stoppage; slow down; or interference or interruption with the operations of the Employer by any employee of the Union, and there will be no lockouts by the employer.

1.03 (a) The Employer and the Union agree that employees have the right to a working environment which is free of personal harassment and that employees should be treated with dignity and respect. Accordingly, the Employer and the Union will not condone personal harassment and will take timely corrective action where appropriate.

(b) “Personal Harassment” includes actions or omissions, and words, written or spoken, which demean or insult an employee, which discriminate against an employee without reasonable cause, whether or not prohibited by article 1.04, article 1.06, human rights legislation or any other legislation, which constitute abusive conduct, which have the effect of unreasonably interfering with an employee’s work performance, which creates an intimidating, hostile or offensive working environment or which may result in the loss of employment benefits.

(c) In circumstances of alleged personal harassment, the employee making the allegation will either report the harassment to the employee’s supervisor or the supervisor of the employee alleged to be the source of the harassment. If the employee is not satisfied with the response of the supervisor, then the employee may initiate a complaint under the Halifax Regional Municipality Workplace Rights Policy.

(d) The protections under this article apply to both Union and non-Union employees.

1.04 Sexual Harassment as stated in the Human Rights Act will not be tolerated by the Employer and the Union.

a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and undertake to immediately correct any situation in which sexual harassment occurs.

- b) "Sexual Harassment" is defined as any discriminatory, gender-based conduct emanating from management personnel, other employees or any other person the employee comes in contact with as part of his/her job, which the employee's refusal to accept or unwillingness to participate in may result in a loss of employment benefits or has the effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment and includes:
- (1) deliberate physical contact which is expressed to be unwanted;
 - (2) gender-based verbal abuse;
 - (3) demands for non-work related social contacts which are expressed to be unwanted;
 - (4) demands for sexual favours.
- c) In circumstances of alleged sexual harassment the employee making the allegation will report the incident(s) to the employee's supervisor or the supervisor of the employee alleged to be the source of the harassment. If the employee is not satisfied with the response of the supervisor the employee may initiate a grievance at the Step in the Grievance Procedure which involves management higher than the supervisor to whom the complaint was made. The employee will have the right to have a Shop Steward or other Union representative present at all stages of the complaint.
- 1.05** The Employer agrees it will not enter into any outside agreement pertaining to any work related matter with employees that is inconsistent with the provisions of this Collective Agreement.
- 1.06** The Union and the Employer agree that there will be no discrimination, restriction, or coercion with respect to an employee or Union representative by reason of race, colour, creed, citizenship, ethnic origin, sex, sexual orientation, political or religious affiliation, or by reason of membership or activity in the Union.
- 1.07** The Employer will endeavour to have employees accompanied by another employee while handling cash.
- 1.08** The Employer agrees at its own expense to reproduce this Collective Agreement in pocket size, with index, and supply same to all employees and to the Union at its request.
- 1.09** This collective agreement is organized into a Common Section followed by separate Operational Sections for each of the operating units of the Bargaining Unit. Where there is any contradiction between the Common Section and the Operating Section, the Operating Section prevails.
- 1.10** A clothing committee will be established within sixty (60) days of the signing of the collective agreement. The clothing committee will consist of equal representation from union and management. The purpose of the clothing committee is to review and discuss the annual clothing issue and make recommendations on improving the quality and content of the clothing. A sample uniform will be provided by the supplier, at the time of measurement, to the Procurement Office of HRM to ensure that the delivered product is equal to the design and material of the ordered product. The clothing committee has no authority to modify the collective agreement or to bind either party to its recommendations. [New-2006]

ARTICLE 2 - UNION RECOGNITION & RIGHTS

- 2.01** The Halifax Regional Municipality recognizes the Amalgamated Transit Union as the sole bargaining agent for all employees of the bargaining unit as set forth in Labour Relations Board Number 4388 and as may be amended and replaced by a final order.

- 2.02** When a meeting is held between the Employer and the employees which involves a meal break, an interval between two pieces of work, or scheduled hours of work, the Employer agrees to provide employees involved, with a break lasting a minimum of one hour between the end of the meeting and the resumption of their regular work. If the missed break is less than one hour's duration, comparable time will be allowed before resumption of regular work.
- 2.03** a) Union representatives not on the Employer's payroll will have the opportunity to attend all meetings between the Union and the Employer. This is expressly understood not to increase the Union's representation numbers in clause 2.06.
- b) Union representatives, whether or not on the Employer's payroll will have the opportunity to enter the Employer's premises for the purpose of consultation with Union representatives on matters arising from the administration, alleged violation, interpretation or application of this collective agreement, provided such entry does not disrupt the work or operation of the Employer.
- 2.04** The Union will be permitted to post notices on bulletin boards on the property of the Employer where bargaining unit members are reasonably expected to view it.
- 2.05** The Employer will forward a copy of all rules, regulations and postings to the Union at the time they are posted or otherwise distributed to the employees.
- 2.06** An employee will have the right to have up to two (2) Union representatives present at any time when management is meeting with him/her for the purpose of discipline or dismissal. Management will inform the employee of this right and give him/her reasonable time to arrange for the Union representation to be present. If the Union is not available, the Employer may take action up to and including suspension with pay until such time as the Union is available. Written reprimands will not be issued until employees have had the right to Union representation in a meeting with the Employer.
- 2.07** Except for emergencies or where employees have been suspended with pay as in article 2.06, the Employer must provide employees with twenty-four (24) hours' notice of any meeting concerning disciplinary action. The Employer must subsequently provide in writing, the reasons for any disciplinary action taken.
- 2.08** The employee and/or their representative(s) will be paid the appropriate wage rate for any meeting called by the Employer and guaranteed at least one (1) hour per meeting.
- 2.09** The Employer agrees to notify the Union of all bargaining unit appointments, new hires, terminations and layoffs within ten (10) working days of the effective date.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** It is recognized and agreed that on the Employer rests the responsibility of operating the public transportation system and promoting and maintaining its welfare. It is agreed that it is in the interest of the employees, as well as the Employer, that the welfare of the business be promoted and maintained.
- 3.02** It is further agreed that the Employer will be free, therefore to exercise its best judgement in the operation of the public transportation system, without restricting the generality of the foregoing, with respect to increasing or decreasing operations, removing or adding of equipment, the relieving of employees from duty because of the lack of work, the employment, layoff, re-employment and transfer of employees, maintaining discipline and efficiency of employees and the promotion of employees, all subject to the extent provided in this collective agreement.

- 3.03 The Employer may establish from time to time, rules and regulations governing employees covered by this Agreement. It is agreed that all rules and regulations will be discussed with the Union prior to implementation.
- 3.04 The functions of management will not be exercised in an arbitrary or discriminatory manner.
- 3.05 In the event the employer determines a master sign-up is required, it will discuss this with the union pursuant to Article 3.03 three months prior to a new facility opening. [New- 2006]

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer will collect and remit to the Union on each pay day, a deduction from each pay of the employees of the bargaining unit collected during the preceding pay period. The deduction may include dues, fines, or assessments levied by the Union which, by their signature to an agreed form of authorization, each employee has authorized the Employer so to collect and remit.
- 4.02 Every new employee in a classification covered by the bargaining unit will sign a dues deduction form before becoming an employee of the Employer. The Employer agrees to retain and present the form to the new employee for his or her signature.
- 4.03 The Employer will deduct from a new employee's first pay an amount equal to half of any initiation fee prescribed by the Union and will deduct from the second pay of the employee the remaining portion of the initiation fee.
- 4.04 All employees covered by this Collective Agreement who are members of the Union at the time this agreement is ratified or who after become members during the term of this Agreement, must retain their membership in the Union for the duration of this Agreement, by paying the regular bi-weekly dues, levied against all members, as well as any assessments so levied against them. At the written request of the Union, employees will be discharged if they fail to make such payment.

ARTICLE 5 - PROBATION

- 5.01 Any employee during the first one hundred and fifty (150) working days, excluding any absence for any reason in excess of five (5) working days with the Employer, will be considered a probationary employee and may be laid off or discharged at the sole discretion of the Employer. Union representation will be permitted to be present at the termination. [2006]
- 5.02 Employees will serve only one probationary period.

ARTICLE 6 - MEMBERSHIP BENEFITS

- 6.01 (a) The Employer agrees that no employee outside of the bargaining unit will work with tools, drive buses or perform any work covered by classifications in this agreement except where there is a requirement for special skills which are not available in the bargaining unit or in cases of emergency or instruction which will mean instruction necessary to acquaint an employee with their job, tools, equipment or procedures.

- (b) Notwithstanding Article 6.01(a) of the agreement, the parties agree that employees in other HRM bargaining units may perform maintenance work on the physical plant or on HRM vehicles other than on Metro Transit vehicles, in the facilities of Metro Transit provided that they will not use tools or equipment belonging to individual members of the ATU bargaining unit. Regular hours of work for individual ATU bargaining unit members will not be reduced to any extent as a result of such utilization of the Transit facilities.
- 6.02** The Employer agrees there will be no contracting out of any work which is on the scheduled run guide. Further there will be no sub-contracting of work normally done by members of the bargaining unit which will result in layoffs or while there are full time employees on laid-off status in that classification.
- 6.03** Employees will not be required to have a vehicle available for the performance of their duties but if they are asked to use their personal vehicle for the Employer's business and consent to do so they will be reimbursed for such use at the rate of thirty one cents (\$.31) per kilometer.
- 6.04** The Employer and the Union will work together to establish and deliver a Joint Employee Assistance Program (EAP) for all employees. Relevant terms of reference of this joint program will be contained in a mutually agreed upon policy statement.
- 6.05** Should the Employer use an employee out of their seniority position on a day which alters the earnings of the employee entitled to the work, the Employer will pay said employee for hours lost at the appropriate rate.
- 6.06**
- a) The Employer agrees that a combination of part time employees will not be used to the extent that they replace or displace a full time employee from regular employment.
 - b) A weekly working list for part time employees will be posted a week in advance for the employees to view.
 - c) A combination of part time employees will not be used so as to prevent a part time employee from qualifying as a full time employee.

ARTICLE 7 - SENIORITY

- 7.01** Seniority means the length of service which has not been interrupted in accordance with the provisions of clause 7.04. For the purpose of this Collective Agreement seniority will be defined in three (3) ways.
- (a) Department Seniority commences from the most recent date of hire in a particular Department within this collective agreement.
 - (b) Divisional Seniority commences from the most recent date of hire in a particular Division of a Department within this collective agreement.
 - (c) Bargaining Unit Seniority commences from the most recent date of hire in the Bargaining Unit.
- Note 1** Separate seniority lists will be maintained for Full time permanent and Part time permanent employees. When a part-time employee is promoted to a full time position, he or she will give up all accrued Department and Divisional seniorities.
- Note 2** Where two or more employees have the same Seniority date, the names will be placed on the seniority list, in order of day and then month of birth.
- Note 3** Seniority is the exclusive right and under the jurisdiction of Local 508 of the Amalgamated Transit Union, subject to the collective agreement, and processes set out under the Constitution and General Laws of the Amalgamated Transit Union and by-laws of Local 508, and relevant federal and provincial laws. [New-2006]

- 7.02** Dual seniority may only be applied in the following two (2) ways:
- (a) Departmental seniority, which means the length of service in the Operations Department, the Equipment Department, or the Receiver's Office Department as outlined in clause 7.01. An employee may only hold departmental seniority in two departments for a period of six (6) months at which time the employee must decide to which department they will belong. However, in accordance with the provisions of Article 25, in the event of a layoff, an employee if qualified, will resume their seniority position in his or her former department as if they had not left and if this causes a layoff in that department, the most junior employee in that department will be the one laid off. Failure of the Union to agree will result in the matter being referred to arbitration.
 - (b) Divisional seniority, which means the length of service in a particular Division within this Collective Agreement. An employee may only hold divisional seniority in two divisions for a period of six (6) months at which time the employee must decide to which division they will belong. However, in accordance with the provisions of Article 25, in the event of a layoff, an employee if qualified, will resume their seniority position in his or her former division as if they had not left and if this causes a layoff in that division, the most junior employee in that division will be the one laid off. Failure of the Union to agree will result in the matter being referred to arbitration.
- 7.03** The Employer will prepare a seniority and classification list of all employees and submit it to the Union on a pick to pick basis and also advise the Union in writing when an employee changes their address or phone number. The seniority list will include addresses, telephone numbers, seniority dates and birth dates of employees.
- 7.04** An employee will only lose seniority if he/she:
- (1) is discharged for just cause;
 - (2) resigns or retires and has not withdrawn his/her resignation pursuant to clause **22.09**;
 - (3) is absent from work in excess of three (3) working days without notifying the Employer and without just cause;
 - (4) while on layoff, fails to return to work within five (5) working days after being notified by registered mail to the last recorded address, except where the reason for the employee being unavailable to return are accepted and excused by the Employer.
- 7.05** When an employee is appointed to a position within HRM, but outside the bargaining unit, the employee will retain seniority within the bargaining unit for a period of six (6) months, provided they have continued to pay their Union dues during the period of absence. In the event that they wish to return to the bargaining unit within the said period of six (6) months, they may do so without loss of seniority. Time limits may be extended by mutual agreement of the Union and the Employer, but not to exceed twelve (12) months.
- 7.06** An employee who is appointed outside the bargaining unit and returns to the bargaining unit, will not be permitted to repeat this procedure within the next twelve months.
- 7.07** An employee whose job is abolished or declared redundant or who is displaced or laid off for any reason will be entitled to exercise his/her seniority rights in the following manner and order, all provided the employee is qualified to perform the work and all subject to other provisions of this collective agreement:
- i) First, the employee will be entitled to displace (bump) another, less senior employee in the same job classification.
 - ii) Second, if the employee is unable to exercise the displacement provided for in Article 7.07(i), they may displace another, less senior employee in other divisions/departments.

ARTICLE 8 - EMPLOYEES' PERSONNEL FILES

- 8.01** (a) The employer agrees that the employee will be notified of any complaints, policy or rule violations within fifteen days of the Employer's knowledge or receipt. Any complaints which do not give rise to discipline within three (3) months will be removed from the personnel file. Any policy or rule violations, which do not give rise to discipline within six (6) months, will be removed from the file.
- (b) Accidents will not be considered for disciplinary action after the third anniversary of the accident.
- (c) Performance appraisals remain in the file.
- (d) Any record of discipline shall not be relied upon by the employer after twenty-four (24) months from the date of occurrence and shall be removed from the file. However, such records shall not be removed from the file until twenty-four (24) months have expired from the most recent record of discipline relating to the same or a similar offence.
- (e) Notwithstanding 8.01(a) and (d), the record of confirmed instances of work-related assault and sexual harassment that an employee has been disciplined for shall remain on an employee's file for two (2) years. In addition, any criminal conviction which has an impact on the ability of the employee to carry out his duties shall remain on the file for two (2) years.
- (f) Notwithstanding the above, articles 8.01(d) and 8.01(e) will not apply to any discipline that was imposed prior to the signing date of this collective agreement.
- 8.02** If an infraction, letter of criticism or discipline, or a review of performance is placed in the employee's file, the employee will receive a copy of the document.
- 8.03** Within thirty (30) calendar days of receiving a copy of the documents referred to in articles 8.01 and 8.02, the employee may respond, in writing, and the response will become part of the employee's personnel file.
- 8.04** Compliments and letters of commendation will be placed on the employee's personnel file and a copy will be provided to the employee.
- 8.05** An employee has the right, upon reasonable notice and during business hours, to see their own personnel file and to respond in writing, to contents of the file for which they have not previously had the opportunity to respond.
- 8.06** (a) If an employee suffers the suspension of a license which is required to perform his/her regular position, then he/she must immediately inform the Employer. [renumbered 2006]
- (b) Employees required by the Employer to maintain a valid driver's licence will comply with the Motor Vehicle Act (R.S., c. 293, s.1.) as amended from time to time. [2006]
- 8.07** The Union agrees to make every effort to cooperate with the Employer to keep the need for disciplining employees to a minimum.
- 8.08** Should the Employer conduct a performance review, it will become part of the employee's personnel file.
- 8.09** For the purpose of this Article, an employee's personnel file is understood to be all files such as attendance, accidents, discipline, performance, etc, but does not include payroll files.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** (a) A grievance is defined as an alleged violation of this Agreement. A claim that an employee has, without just cause, received a written reprimand, been suspended, been discharged, or received a disciplinary demotion, may be the subject of a grievance. If any such grievance arises, there will be no stoppage or

suspension of work because of such grievance, but such grievance will be submitted to the following grievance procedures.

- (b) When a matter of an alleged breach of the agreement of a general nature arises, either the Union or the Employer may file a grievance at Step 2 of the grievance procedure.

9.02 It is the mutual desire of both parties that the complaints of any employee relating to the application or interpretation of this collective agreement be adjusted as quickly as possible and it is understood and agreed that no grievance exists until the appropriate Supervisor to whom the employee is responsible has had the opportunity to adjust the complaint with the employee. The employee has the right to have Union representation in attendance.

9.03 **Step 1**

- (i) Within fifteen (15) working days of the time of the alleged violation of the agreement, the employee will present the grievance orally to the appropriate Supervisor.
- (ii) Within three (3) working days of the time the Supervisor receives notification of the alleged violation, they will give their answer orally to the employee.

9.04 **Step 2**

- (i) Any grievance which cannot be satisfactorily disposed of between an employee and the Supervisor will, within thirty (30) days of receipt of the Supervisor's answer, be committed to writing on a signed "Statement of Grievance" form, Exhibit A, and submitted to the Department Head or their designate. The "Statement of Grievance" will name the employee involved, will state the facts giving rise to the grievance, will identify the provisions of this agreement alleged to be violated, will state the contention of the Union with respect to these provisions, and will indicate the relief requested.
- (ii) Within five (5) working days of receipt of the written "Statement of Grievance", the Department Head or their designate will render a decision.

9.05 **Step 3**

- (i) If the grievance is not resolved at Step 2, the Union may, within five (5) working days of receipt of the decision at Step 2, request an investigation by the Director or his/her designate.
- (ii) The Director or his/her designate will conduct an investigation and render his/her written decision within five (5) working days of receiving the request.

9.06 **Step 4**

Should the decision at Step 3 be not to the satisfaction of the Union, the Union may, within thirty (30) calendar days of receipt of this decision, refer the decision to arbitration.

9.07 Any grievance not advanced to the next step by either party, within the time limit in that step, will resolve the grievance (on a without prejudice basis) in favour of the party not violating the time limit in the preceding step.

9.08 The time limits specified will be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

9.09 Where an employee alleges that they have been unjustly discharged, the grievance will be filed at Step 3 of the grievance procedure.

9.10 A grievance may be submitted to voluntary grievance mediation through Nova Scotia Department of Labour if both parties agree and jointly submit a request for grievance mediation to the Director, Conciliation Services in the form required. This signifies both parties' agreement to extend or suspend the time provisions

contained in 9.06. The parties agree to the procedures and terms set out by the Department of Labour with respect to grievance mediation. The parties further agree that the following shall represent the terms of this Grievance Mediation process:

- (a) The parties agree to waive, extend or suspend all time provisions contained in the Grievance Procedure in the Collective Agreement, with respect to the last step referring to Arbitration.
- (b) Any discussions by the Parties or recommendations of the Mediator shall be made without the prejudice to any further proceedings, and the Parties agree that the Mediator is not a compellable witness in any Arbitration hearing.
- (c) Any recommendations made by the Mediator shall not be binding on either party and either Party shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through Mediation, within fourteen (14) days after the Grievance Mediation process is concluded.
- (d) Both parties shall retain the right to proceed to Arbitration failing a satisfactory resolution to the grievance through Grievance Mediation, within fourteen (14) days after the grievance process is concluded, subject to arbitrator availability.
- (e) The parties understand the Mediation meetings are not hearings and therefore are not formal.
- (f) Any settlement of a grievance referred through this grievance mediation process is not precedent setting.
- (g) The grievor will be advised by one or both of the Parties of the date and place of this Grievance Mediation, and will be invited to attend.
- (h) Any cost incurred by either party is their responsibility.
- (i) The Union shall have the right to have Union representatives present, consistent with Article 2.06 and the President's MOU. [New- 2006]

ARTICLE 10 - ARBITRATION

- 10.01** When either party requests that a grievance be submitted to arbitration, it will make such request in writing. A single arbitrator will be used, and the procedures and times to be followed as mutually agreed upon.
- 10.02** Within five (5) working days after the party has received a request for arbitration, both parties will try to agree on an arbitrator. In the event that the parties cannot agree on an arbitrator within the time heretofore specified, the Minister of Labour for the Province of Nova Scotia will appoint an arbitrator.
- 10.03** The conduct of the hearing will be in accordance with the provisions of the Trade Union Act of Nova Scotia, and the decision of the arbitrator will be final and binding to both parties.
- 10.04** Each of the parties will jointly bear the expenses of the Arbitrator.
- 10.05** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure unless agreed to by both parties.
- 10.06** The arbitrator will not be authorized to make any decision inconsistent with the provisions of the agreement, nor to alter, modify, or amend any part of this agreement.
- 10.07** The arbitrator will have the power to reinstate an employee dismissed by the Employer and will have the power to change a dismissal to suspension for any period and will have the power to award compensation for any time lost because of any dismissal or suspension.

ARTICLE 11 - RATES OF PAY

- 11.01** The wages of all employees will be paid bi-weekly on every second Thursday.
- 11.02** If a holiday should fall on payday, the last regular working day prior to the holiday will be considered the payday.
- 11.03** The Employer will arrange for the direct transfer to all chartered banks, trust companies or credit unions of monies due to employees and any charges incurred in the transfer will be paid by the Employer.
- 11.04** Employees will be allowed to bank any overtime earned at the appropriate rate. Employees will be allowed to take time off/pay with prior approval by drawing the required hours from the bank. At the end of the calendar year all unused hours will be paid out at the appropriate rate.
- 11.05** Should new classifications be required within the bargaining unit, a wage rate and conditions will be established by the Employer. Failure of the Union to agree will result in the matter being referred to arbitration in accordance with the provisions of this Collective Agreement. The final rate and conditions established will be retroactive to date of hiring.
- 11.06** The amount of annual Union dues and all other deductions will be included on each employee's T-4 form (or equivalent) in the space provided. If no space is provided for any deduction a separate statement will be provided by the Employer.
- 11.07** Any employee temporarily assigned to do work in a lower paid classification than their own will be paid at his/her regular rate of pay.
- 11.08** An employee performing work in a higher paid classification than their own will be paid the rate of pay applicable to the same step in the higher paid classification as the employee is at in their own classification and will be paid such rate immediately.
- 11.09** Part Time employees will be paid at the lowest wage scale in their classification.

ARTICLE 12 - BEREAVEMENT

- 12.01** (a) Employees will suffer no loss of pay for time lost during the five (5) days immediately following the death of their spouse, child, parent, or sibling.
- (b) Employees will suffer no loss of pay for time lost during the five (5) days immediately following the death of their, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or of any other member of the family living with or being provided for by the employee.
- (c) One (1) day's leave with pay will be granted to an employee for the purpose of attending the funeral of a grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle provided that such day is a normal working day.

Note: For the purposes of this Article:

- (i) Spouse includes common-law spouse, same sex spouse and registered domestic partner.
- (ii) Child includes all child-parent relationships including, biological child, step-child, adopted child, foster child, and ward.
- (iii) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, and guardian.
- (iv) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the employee.

- (v) Grandparent includes, in the same manner, the parent of an employee's parent.
- (vi) Grandchild includes, in the same manner, the child of an employee's child.

12.02 Under special circumstances, employees will be granted more time than what is provided for in 12.01 provided the circumstances are made known to the Employer and the approval of the Employer is first obtained.

ARTICLE 13 - JUDICIAL ATTENDANCE

13.01 Employees will suffer no loss of pay for time lost due to jury selection or while serving jury duty.

13.02 Any employee covered by this collective agreement who is subpoenaed as a witness in any matter during the course of their working day for which they are not the defendant or respondent will suffer no loss of pay, for all hours lost, and, upon release from the subpoena, will, if released by 12:00 noon, report for their scheduled shift. If released after 12:00 noon, then they do not have to report that day and will not lose any pay.

13.03 Employees required to report to the Employer or to a police department in connection with an investigation of work related issues, will either be relieved from duty with pay, or allowed the actual time for the meeting, and one (1) hour pay at regular rate for traveling to and from the meeting site.

ARTICLE 14 - HOLIDAYS

14.01 (a) The following days are Holidays with pay for full time employees who:

- (i) have been continuously employed for two months prior to the date of the holiday, and
- (ii) have worked assigned work or a complete shift on the scheduled work day prior to the Holiday and the assigned work or a complete shift on the scheduled work day immediately after the Holiday, and will be paid (8) hours pay for the Holiday:

New Year's Day Remembrance Day Civic Holiday Easter Sunday Boxing Day Thanksgiving Day		Canada Day Good Friday Christmas Day Labour Day Victoria Day
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and any other day proclaimed as such by the Governor General of Canada, Lieutenant Governor of Nova Scotia, the Province of Nova Scotia or the Halifax Regional Municipality.

NOTE: Accepted reasons for not working the day prior and/or the day following a Holiday are: Bereavement leave, jury duty, vacation, "off by per", "late report", educational leave of absence, Compensation cases which finish on the day prior to the Holiday or start on the day following the Holiday, and approved leave for Union business.

- (b) Those employees who work assigned work or a complete shift on a holiday will accrue the Holiday pay and will be exempt from the "day prior and day following" conditions of subsection (a).
- (c) Employees working modified hours due to a documented disability preventing them from working full-time qualify for payment under subsection 14.01(a) if employee works a full or modified shift the day prior to and the day after the holiday. Such employees will be paid for the full shift (eight or ten hours) for the holiday.

- 14.02** For other than employees working a four (4) day, forty (40) hour week, when a paid Holiday falls during an employee's vacation or day off, an extra eight (8) hours pay will be given them unless they have requested this time off in lieu. The extra time off will be taken at a time mutually agreeable to the employee and the Employer. Accumulated time must be used, or paid for, in the calendar year.
- 14.03** Employees who are required to work on any of the aforementioned holidays will be paid time and one-half for hours worked. Employees who work on any assigned days off which coincide with Holidays will be paid double time; the worker will have another day off in lieu at a mutually agreeable time.
- 14.04** Holiday pay will not be paid to employees who are absent from work due to illness or injury who are drawing down benefits under the Long Term Disability plan or during leave of absence.
- 14.05** All employees may use the Easter Sunday Holiday as a floating holiday if they have so requested it in advance. The day in lieu will be taken at a time mutually agreeable to the employee and the Employer and must be taken in the calendar year.
- 14.06** Any employee working a four (4) day, forty (40) hour week will be entitled to:
- (a) applicable overtime rates for hours worked on Holidays, plus ten (10) hours for the holiday,
 - (b) either (8) hours credit when scheduled off on a Holiday, and,
 - (c) ten (10) hours credit when scheduled to work on a Holiday but does not work. (If originally scheduled to work on a Holiday and is on vacation will accrue a ten (10) hour credit).

ARTICLE 15 - VACATIONS

- 15.01** The vacation year will commence with the week in which January 1st is included and will run for fifty-two (52) weeks including that week.
- 15.02** All employees will receive an annual vacation with pay in accordance with the following:
- (a) After employment and for the remainder of the calendar year, one and one-quarter (1 & 1/4) working days' paid vacation for each month or partial month of employment.
 - (b) In the employee's second to fifth calendar year of employment, fifteen (15) working days' paid vacation.
 - (c) In the employee's sixth to twelfth calendar year of employment, twenty (20) working days' paid vacation.
 - (d) In the employee's thirteenth to nineteenth calendar year of employment, twenty-five (25) working days' paid vacation.
 - (e) In the employee's twentieth to twenty-fifth calendar year of employment, thirty (30) working days' paid vacation.
 - (f) An employee will receive one (1) additional working day paid vacation for every year after twenty-five calendar years.
- Note:** HRM employees external to ATU who take ATU positions are credited with all of their service to the employer for vacation entitlement purposes.

- 15.03** (a) Employees entitled to more than three weeks vacation will not be permitted their additional weeks, or single vacation days if applicable, until the other employees on the same seniority list have picked their vacation, unless mutually agreed to between the Union and the Employer. [2006]
- (b) Subject to 15.03(a), 15.04, and 15.05, any employee in Conventional Transit, Access-A-Bus, Community Transit, Receiver's Office or Equipment Department in their twentieth (20th) calendar year of employment and every year thereafter, will be permitted to split one (1) week's vacation into single days. Fifteen days prior to the vacation pick, eligible employees will confirm this election which cannot be changed thereafter. Application and granting of single vacation days will be in accordance with the single vacation day policy. [New-2006]
- 15.04** (a) Vacations will be approved by the Employer in such numbers as will not impair or restrict the provision of the regular services of the Employer. However, in the Operations Department, Conventional Transit Division during the months of June, July and August, there will be a minimum of twenty-six (26) vacation slots available for pick each week. These vacation slots will increase by an additional slot for every increase of seven (7) operators from September 1, 2007. [2006]
- (b) Vacations will be approved by the Employer in such numbers as will not impair or restrict the provision of the regular services of the Employer. Also, in the Operations Department, Access-A-Bus Division, during the months of June, July, August, September, and the week of December 25, there will be a minimum of four vacation slots available for pick in each week. [2006]
- 15.05** Vacation will be posted by the Employer in such numbers as will not impair or restrict the provision of the regular services of the Employer. A Divisional vacation pick indicating the available weeks will be posted and employees will be eligible to pick according to Divisional Seniority with the exception of the Equipment Department where the pick will be by seniority among the different groups on each shift. Vacation selected outside of the corresponding pick period will not be considered a first round pick.
- Conventional Transit** - pick posted the week of November 15th and completed by December 31st. The full vacation year will be posted for picking.
- Access -A-Bus** - pick posted the week of November 15th and completed by December 31. The full year will be posted for picking.
- Community Transit** - pick posted the week of February 15th and completed by March 31st. The period May 1st to October 15th, will be posted for picking.
- Ferry** - pick posted the week of February 15th and completed by March 31st. The period May 1st to October 15th, plus the week with December 25 in it will be posted for picking.
- Equipment** - pick posted the week of February 15th and completed by March 31st. The period April 1st to December 31st will be posted for picking. The vacation week will commence immediately after an employee's scheduled days off.
- Receiver's Office** - pick posted the week of April 15th and completed by May 31st. The period June 1st to December 31st will be posted for picking.
- 15.06** Employees will not accrue vacation credits while on leave of absence or long-term disability.
- 15.07** No employee will be allowed to work on their vacation.
- 15.08** Vacation time unable to be utilized due to special circumstances (such as illness or injury) and unable to be rescheduled in the calendar year will be paid out, with the exception of one (1) week being carried over to the next year at the employee's discretion, to be picked after all other employees have picked their vacation for that year.

- 15.09** An employee's vacation will not usually be extended, postponed or exchanged for sick leave because of injury or illness occurring during the employee's vacation, unless the employee is hospitalized. Notwithstanding the foregoing, if the injury or illness occurs prior to the start of the employee's vacation, the vacation will be postponed at the employee's option.
- 15.10** An employee who terminates his/her employment and does not withdraw his/her resignation pursuant to Article 22.09 or who is terminated for any reason or laid off, will receive pro-rated vacation pay in accordance with Article 15.02. [An employee upon his/her separation from the Employer shall compensate the Employer for vacation which was taken but to which s/he was not entitled.] [2006]
- 15.11** Part Time employees will be paid 4% or such greater percentage vacation pay as applicable to their years of service in accordance with the Labour Standards Code on their bi-weekly pay. [2006]

ARTICLE 16 - SICK LEAVE

- 16.01** Sick leave with pay will be granted under the following conditions for employees who, through illness or injury, are unable to perform the duties of their position.
- 16.02** Every part-time member of the Bargaining Unit will accumulate sick leave based on 3 percent of earnings to a maximum of six hundred hours (600). Any sick leave credits will be transferred if an employee external to ATU takes an ATU position.
- 16.03** (a) The Employer may request a certificate from a qualified medical practitioner during the period of absence.
- If such medical certificates are not produced within one (1) week after their request unless circumstances beyond their control prevent production, the employee will have no claim for pay in respect to his/her absence from work.
- For employees not on sick leave monitoring, the cost of such doctor's certificates will be reimbursed to the employee, up to a maximum of forty dollars (\$40.00), upon presentation of receipt. [2006]
- (b) If an employee alleges that the Employer is requiring excessive medical reports the Employer will fully disclose, to the employee, its reasons for requiring the medical reports.
- (c) Employees will be provided with complete copies of any medical report concerning them and which is being provided to the Employer.
- (d) In an effort to assist the Union in monitoring its members who have been off work for two (2) consecutive weeks due to illness and/or injury, the Employer will provide a list of its employees who are off work due to illness and/or injury to the Union on a regular basis, but not less than every two (2) weeks.
- 16.04** Sick leave will not be accumulated while on leave of absence or long-term disability.
- 16.05** Employees returning to work after sick leave will report in the following way:
- (a) Operations Department employees will notify the Employer by 2:00 p.m. on the day prior to their return and the Spareboard list will be posted by 3:00 p.m. outside the Metro Transit Dispatch Office and as early as possible at all other standard locations;
- (b) Receiver's Office and Equipment Department employees will notify the Employer by 9:00 p.m. on the day prior to their return;
- (c) Night employees who leave work due to illness after 3.00 p.m. and desire to return the next day will notify the Employer by 9:00 a.m. of their intent to return that day for Operations employees and Receiver's Office and 1:00 p.m. for Equipment Department employees.

- 16.06** The Employer, in consultation with the Union, may require any employee returning to work after sick leave to present medical evidence of their ability to resume their duties.
- 16.07** Sick leave obtained fraudulently will be considered as sufficient reason for dismissal of the employee from the service of the Employer.
- 16.08** All full time employees will be able to use their sick leave credit from the first working day lost because of sickness or injury. Sick leave will be granted and deducted from the bank based on the employee's regular scheduled work hours. Sick leave will not be granted to employees reporting illness after their scheduled time to report for work, unless circumstances beyond the employee's control prevent it.
- 16.09** Full time employees working a four (4) day forty (40) hour week will receive ten (10) hours pay for each full shift missed because of sickness.
- 16.10** A record of sick leave accumulated and used will be kept by the Employer and a copy of this record will be provided to the Union as requested but not less than annually. An employee will be advised, on request, of the amount of sick leave accrued to his/her credit.
- 16.11** Full time employees will accumulate twelve (12) hours sick leave for each month of service. This will accumulate to a maximum of one thousand two hundred (1200) hours. It is expressly understood that the foregoing does not constitute a level of absenteeism condoned by the Employer. Any Sick leave credits shall be transferred if an HRM employee external to ATU takes an ATU position.
- 16.12** All part time employees will be able to use their sick leave credit for a shift which was scheduled at least two (2) days in advance and where the employee is unable to report to work because of sickness or injury.
- 16.13** (a) Employees injured at work must apply for any income replacement benefits available from Workers' Compensation. Employees who have sufficient sick leave credits will receive all but five (5) hours of pay per week from their sick leave entitlement. Should the employee return to work prior to the end of any week the five (5) hours will be prorated in that week. Once the claim is approved, the employee will receive direct benefits from WCB and no additional pay from the Employer.
- (b) If employees receive payments directly from WCB for periods compensated by sick leave, the employee will forward the appropriate funds to the Employer in order to credit it back to the employee's sick bank.
- (c) Should it be determined by Workers' Compensation that an applicant is not eligible for income replacement benefits, the employee's pay will be adjusted to receive the full sick leave pay retroactively.
- (d) This article 16.13 will apply solely to those employees making application after the date of ratification of the 2003-2006 collective agreement. This will include any application for re-occurrences. [2006]
- 16.14** Sick leave credits cannot be used to make up a full salary by employees who are simultaneously receiving an award from WCB and payment for vacation.

ARTICLE 17 - SPECIAL LEAVE

- 17.01** (a) Any employee seeking an elected position with the Municipal, Provincial, or Federal government will be granted a leave of absence from the Employer, without loss of seniority, from the day the election is called until the day after the election is held. This leave is to be without pay and is subject to the regulations governing the Pension Plan and Group Insurance Benefit Package.
- (b) Any employee or employees who may be elected either to a position within the Labour movement or as an elected representative at the Municipal, Provincial or Federal governments, that requires them to divorce themselves from the Employer as a regular employee, will be granted a leave of absence from the Employer without loss of seniority and subject to the regulations governing the Pension Plan and Group Insurance Benefit Package.

- 17.02** Employees may request time off in addition to their regular days off. Such requests will be actioned at the discretion of the Employer.
- 17.03** Employees required to attend a meeting with the Employer or appear before the Accident Review Committee will be relieved from duty or allowed a minimum of one (1) hour at the appropriate rate. An employee will not be compelled to meet while they are on vacation, scheduled days off or sick leave.
- 17.04** (a) All members of the bargaining unit required, as a condition of employment, to maintain vehicle, professional, or trade licenses which include medical and/or optical examinations, will be paid a two (2) hour allowance at their regular rate for the purpose of attending at the examination and to obtain the actual renewal. Whenever possible, employees must make these arrangements on their own behalf and outside of regular working hours. The cost of the licenses and the two (2) hour allowance will be paid upon presentation of a copy of the renewed license. The onus is on the employee to renew their license by the expiry date.
- (b) The Employer will bear the full cost of medical and optical examinations required to obtain those licenses mentioned in clause 17.04 (a) only where the employee attends at the physician appointed by the employer. Should the employee elect to use a physician other than the one provided by the employer for medical and/or optical examinations required in 17.04(a), the employer agrees to reimburse the employee for the cost of the medical examination in an amount not to exceed fifty-five (\$55.00) dollars upon the presentation of a receipt to the employer from the physician. It is to be expressly understood by the employee, that no further reimbursement from the employer will be forthcoming should an error be made by the employee's physician when completing the required medical forms for licenses, that may require the employee to revisit his/her physician or if the employee thereafter goes to the employer's physician, the employee will pay the employer cost for such visit. [NEW 2006]
- (c) All certificates required by the Department of Labour within the Equipment Department must be displayed on the property.
- 17.05** Leave of absence without pay may be granted to full-time employees in special situations. Requests for such leave must be approved by the Union subject to the requirements of the transit system as determined by the Employer.
- 17.06** Full time Equipment Department employees who have been granted off by permission will be permitted to make up lost hours after regular working hours except on Sundays and Holidays, provided they are made up within the same pay period.

17.08 Deferred Salary Leave Plan

The Employer will allow employees who have completed their probationary period with the Employer to take twelve (12) months leave of absence financed by the employee by deferral of salary. Employees must make written application to the Employer, copied to the Union, six (6) months before the deferral is to commence, requesting permission to participate in the plan. Written acceptance, or denial, of the employee's request, with an explanation, will be forwarded to the employee and Union no later than one (1) month from the date of written application. Approval of individual requests to participate in the plan will rest solely with the Employer.

The payments of salary, benefits, and the timing of the leave of absence will be as follows:

- (a) In each year of the plan preceding the time of leave, an employee will be paid a reduced percentage of his/her applicable annual salary. The remaining percentage of annual salary will be deferred and this accumulated amount, plus interest earned, will be retained by the Employer and paid to the employee during his/her leave.
- (b) While an employee is enrolled in the plan and not on leave, any benefits tied to salary level will be structured according to the salary the employee would have received had he/she not been enrolled in the plan.

- (c) An employee's benefits will be maintained during his/her leave of absence; however, the premium costs of all benefits will be paid by the employee during the leave, including Union dues. While on leave, any benefits tied to salary will be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.
- (d) Sick leave credits will not accumulate, and cannot be used during the time spent on leave.
- (e) Pension deductions will be continued during the time spent on leave. The time of leave will be pensionable service. Pension deductions will be made on the salary the employee would have received had he/she not entered the plan or gone on leave.
- (f) Upon return of leave, the employee will be assigned to his/her same position prior to the leave, or if due to department downsizing the employee's position no longer exists, the employee will be governed by the collective agreement.
- (g) All employees wishing to participate in the plan will be required to sign an approved contract before final approval for participation is granted. Contract provisions including percentage of salary and time of leave may be amended by mutual agreement between the employee and the Employer. Where an employee requests an amendment to his/her deferred salary leave contract the Employer will respond to the employee, copied to the Union within thirty (30) calendar days.
- (h) The Employer cannot be involved or held responsible for actions taken by another party concerning the use of this plan.

17.09 Purchased Leave Plan

Under the purchased leave plan, employees may request additional time off without pay and have the cost covered by payroll deduction over 26 pay periods. Employees may choose to purchase leave for an extended vacation, because of family responsibilities, participation in sport, study or leisure activities or for a multitude of other reasons.

- (a) Employees may make a purchased leave request at any time during the year. Once the request has been processed by Payroll, the cost of the leave will be deducted from the bi-weekly salary of the employee, in equal increments, for the next 26 pay periods. Only one purchased leave request may be in effect at one time. In other words, you must use the leave and finish paying for it before another request can take effect.
- (b) Purchased leave requests must be for a minimum of 5 working days and a maximum of 40 working days per calendar year. Any number of days between the minimum and maximum may be requested.
- (c) Purchased leave cannot be carried forward and must be used during the 52 week period during which deductions are being made.
- (d) Approval from the Employer is required for all purchased leave requests. Approval is not automatic and will depend on operational requirements, but will not be unreasonably refused.
- (e) All benefits will continue during periods of purchased leave, just as if the employee were on regular vacation. Income tax, EI and CPP will be calculated on the reduced pay. Company pension, LTD and life insurance will be calculated on the original, unreduced pay and your contributions to Company pension, LTD and Group Life will not be reduced.

- (f) Pay increases during the year will result in an increased deduction from the date the pay increase becomes effective regardless of whether any leave has actually been taken. Because you are purchasing time off, the cost of that purchase must reflect your actual salary during the time period during which deductions are made. For example, if you were purchasing additional leave and had a salary adjustment after the first 3 months of deductions, your deduction for purchased leave would be proportional to your old salary for the first 3 months and proportional to your new salary for the last 9 months.
- (g) Purchased leave arrangements cannot be cancelled except by mutual consent. In the event employment terminates, any amounts owing by the employer or the employee will be deducted/refunded on the final pay cheque.

ARTICLE 18 - PREGNANCY & PARENTAL LEAVE

- 18.01** Unpaid leave will be granted to all employees who qualify for such leave in accordance with Section 59 of the Labour Standard Act in effect at the time of signing this Collective Agreement and as may be amended from time to time. Notice requirements to access Pregnancy and Parental Leave will be as described in the Act. For ease of reference, Section 59 is reproduced as Appendix "A" to this agreement.
- 18.02** Subject to the provisions of the applicable pension plan, if the employee elects to make contributions to the pension plan for the period of such leave the Employer will make its related Employer contributions to the plan.
- 18.03** On either the day of, or the day following the birth of a spouse's child, or the day in which the child is taken home from the hospital, the employee will be entitled to one day leave with pay if they would otherwise be scheduled to report to work.

ARTICLE 19 - TIME OFF FOR UNION BUSINESS

- 19.01** The Financial Secretary of the Union or their nominee, will be given time off without loss of pay to arrange for pallbearers to attend the funeral of any Union member, provided such pallbearers are requested by the family of the deceased. Pallbearers selected, the President and the Financial Secretary will be granted sufficient time off, with no loss of pay, on the date of the funeral, to be in attendance.
- 19.02** The Employer will allow employees serving as shop stewards or officers of the Union sufficient time during their regular working hours to carry out Union business, including the right to interview employees during normal working hours, provided sufficient time is given in which to grant such request and satisfactory relief can be obtained. The Employer will continue to pay the appropriate wages and benefits to the employee during their leave for Union business and the Union agrees to reimburse the Employer monthly, upon being billed, the cost of the wages and benefits paid to the Union representatives.
- 19.03** The Employer will pay up to 400 hours towards the Union's negotiation team during negotiations. Furthermore once the 400 hours are depleted, the Employer will pay the lost wages for two (2) of the Union's negotiation team.

ARTICLE 20 - LABOUR/MANAGEMENT COMMITTEE

- 20.01** There will be a Labour/Management Committee (LMC) to deal with problems that arise from the administration of this agreement and to further the interests of improved service to the public. The LMC will develop terms of reference which will be reviewed annually and agreed to by the Union and Employer.
- 20.02** The Employer will have up to four (4) representatives on the LMC. The Union will have up to four (4) representatives on the LMC. The parties may appoint alternates to their members and the alternate may attend any LMC meeting in the absence or unavailability of the regular member.

- 20.03** (a) The LMC will meet at least once every three (3) months and will meet more often at the request of either party, provided that, by mutual agreement any LMC meeting may be canceled, postponed or adjourned. Minutes will be kept of all LMC meetings and distributed to LMC members no later than three (3) working days before the next regularly scheduled meeting and copies will be sent to the Union.
- (b) LMC meetings will be scheduled by the committee at a mutually agreeable time and no LMC member members will lose pay or benefits for time spent on LMC matters or meetings. Notwithstanding the foregoing, an LMC meeting maybe scheduled or called at any time to deal with urgent matters.

ARTICLE 21 - HEALTH and SAFETY

21.01 The Employer and the Union agree as follows:

- (a) to integrate safety with production and operations;
- (b) to provide safe working conditions, proper and adequate tools, equipment and protective devices;
- (c) to keep employees at all time familiar with safe working practices;
- (d) that no employee will do any work which they have reasonable grounds to believe is unsafe;
- (e) that every employee will strictly observe all safety rules and regulations;
- (f) that the Employer will discuss with the Union and the Health and Safety Committee any particular matters with respect to safety if and when requested to do so by the Union;
- (g) that the Employer will provide a healthy work environment for employees; and
- (h) the Union and the Employer are committed to working together to find solutions to the rising cost of sick leave usage, including finding ways of improving the health of employees and reducing injuries.

21.02 There will be a Health & Safety Committee, comprised of four (4) members each from the Union and the Employer for the purpose of making recommendations and discussing any matters with respect to health and safety. Meetings are to be scheduled on a regular and emergency basis. An Accident Review Committee will continue to review accidents.

21.03 No inexperienced new Operator will operate any bus on their own unless they are trained by an experienced trainer in a suitably identified training bus. The training period will not be less than three (3) days, and at no time during the said three (3) day period will the new Operator carry any paying passengers.

21.04 Section 43 of the Occupational Health and Safety Act, S.N.S. 1996, c.7, as set out herein and as amended, will apply to an employee's right of refusal:

- (1) Any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person until
- (a) the employer has taken remedial action to the satisfaction of the employee;
- (b) the committee, if any, has investigated the matter and unanimously advised the employee to return to work; or
- (c) an officer has investigated the matter and has advised the employee to return to work.

- (2) Where an employee exercises the employee's right to refuse to work pursuant to subsection (1), the employee will
 - (a) immediately report it to a supervisor;
 - (b) where the matter is not remedied to the employee's satisfaction, report it to the committee or the representative, if any; and
 - (c) where the matter is not remedied to the employee's satisfaction after the employee has reported pursuant to clauses (a) and (b), report it to the Division.
- (3) At the option of the employee, the employee who refuses to do any act pursuant to subsection (1) may accompany an officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (4) Notwithstanding subsection 50(8), an employee who accompanies an officer, the committee or a representative, as provided in subsection (3), will be compensated in accordance with subsection (7), but the compensation will not exceed that which would otherwise have been payable for the employee's regular or scheduled working hours.
- (5) Subject to any applicable collective agreement, and subsection (3), where an employee refuses to do work pursuant to subsection (1), the employer may reassign the employee to other work and the employee will accept the reassignment until the employee is able to return to work pursuant to subsection (1).
- (6) Where an employee is reassigned to other work pursuant to subsection (5), the employer will pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued in the employee's normal work.
- (7) Where an employee has refused to work pursuant to subsection (1) and has not been reassigned to other work pursuant to subsection (5), the employer will, until clause (1)(a), (b) or (c) is met, pay the employee the same wages or salary and grant the employee the same benefits as would have been received had the employee continued to work.
- (8) A reassignment of work pursuant to subsection (5) is not discriminatory action pursuant to Section 45.
- (9) An employee may not, pursuant to this Section, refuse to use or operate a machine or thing or to work in a place where
 - (a) the refusal puts the life, health or safety of another person directly in danger; or
 - (b) the danger referred to in subsection (1) is inherent in the work of the employee. 1996, c. 7, s. 43.

21.05 No employee will lose pay or benefits while on Employer required safety courses and the Employer will pay all reasonable expenses associated with such courses.

ARTICLE 22 - EMPLOYEE BENEFITS & GROUP INSURANCE PLAN

- 22.01**
- (a) Members of the bargaining unit will participate in the HRMflex group benefits plan. The Union is entitled to have one voting member on the HRMflex benefits committee.
 - (b) HRM will continue to administer the "ATU Option" in the HRMflex plan which will replicate the

benefit coverage available under the existing benefit plan to under the ATU Local 508 collective agreement. New members will be enrolled in the "ATU Option".

- (c) If an employee selects an HRMflex option other than the "ATU Option" he or she may not select the "ATU Option" at a later date. However, the employer will give employees the opportunity to choose to revert to the "ATU Option" during the ninety days after the signing of this collective agreement. Such reversions will occur no later than November 1, 2004, or the next re-enrollment, whichever is earlier. This will be a one-time option only.
- (d) For the purposes of establishing premiums, all ATU Employees, including those in the ATU Option, retirees in HRMflex (the retirees only if financially feasible), or other HRMflex option, will be rated as a group based on their own experience, separate from other employees in the HRMflex plan.
- (e) Employer contributions to the cost of group benefits are based on the HRMflex funding formula. However, for those individuals selecting the "ATU Option" a quarterly reconciliation by individual employee will be conducted to ensure that each participating employee has not paid more than 50% of the actual premiums. If the employee has paid more than 50%, HRM will refund the excess in a lump sum payment. The Employer shall contribute 50% of the total cost of group benefits. The employee's premiums shall first be applied to the LTD so that the LTD benefit will be non-taxable. In the event that the employee's contribution does not cover the full cost of the LTD premium, the employee will receive a taxable benefit equal to the difference between the total cost and the employee's contribution.
- (f) A joint benefits committee will be established (2 union, 2 management) for the "ATU Option.". The committee's mandate is to identify cost containment measures. No changes to the provisions of the "ATU Option" are to be implemented without the mutual consent of HRM and a majority of bargaining unit members enrolled in the "ATU Option."

In the event of a premium increase for the "ATU Option", the benefits committee is mandated to consider plan design changes to avoid such increases.

- (g) The ATU Option and the ATU flex will be available to all active employees, regardless of age.

22.02 (1) All pension plans in place at the signing of this agreement will remain in place and continue to be active at least until a new HRM Pension Plan is established. Upon the establishment of a HRM Pension Plan, employees in the bargaining unit at the signing of this collective agreement will have the following options:

- (a) Continue to participate and contribute to the Pension Plan in which they were members at the signing of this collective agreement or, if such plans cease to exist independent of the HRM Plan, join the HRM Plan and participate and contribute under the section which provides benefits and a contribution structure which mirrors their existing Plan.

For clarity, the intention is to ensure that employees have the choice to retain their current form of pension plan design. Whether this is in or out of the HRM Plan is yet to be determined. If this takes place within the structure of the new HRM Plan, this would be open to employees in the bargaining unit at the signing of this agreement. Benefits accrued and responsibility for the contributions under the old plans would be contained in a section of the new design for that purpose.

or

- (b) Join the HRM Pension Plan and accrue benefits on a go forward basis from that date, with the following two options for past service:
 - (i) Terminate membership in the Pension Plan in which they were members at the signing of this collective agreement and convert benefits accrued in the previous plan into actuarially

equivalent in the new HRM plan; or

- (ii) Continue membership in the pension plan in which they were members at the signing of this collective agreement and retain only those benefits accrued up to the date on which they joined the new HRM Plan.

For clarity, if the old plans cease to exist independent of the HRM Plan, this option would provide retention of benefits accrued and responsibility for the contributions under the old plans in a section of the HRM Plan.

Employees must elect option (a), (b)(i) or (b)(ii) at such time as determined by the pension committee of the Halifax Regional Municipality Pension Plan.

- (2) All employees hired after the signing of this collective agreement, but before the establishment of the HRM Pension Plan will become members of the existing Metropolitan Authority Pension Plan and will, upon establishment of the HRM Plan, convert benefits accrued in the Metropolitan Authority Pension Plan into actuarially equivalent benefits in the new HRM Plan.
- (3) All employees hired after the establishment of the new HRM Pension Plan will become members of the new HRM Plan.
- (4) The Region agrees that there will be no amendment to any Pension Plan which alters the pension benefits or contribution levels for any member of the bargaining unit without the consent of the Union.

However, the parties agree that a change in benefit levels, or some combination of changes to benefits and contribution levels, may be necessary, from time to time, to meet the plan funding requirements, as determined by the plan actuary. However if no agreement is reached on such changes, the parties agree that contribution levels will be adjusted to meet the plan funding requirements in such amounts as determined by the pension committee in consultation with the plan actuary and paid in accordance with their respective plan or plans. The Union will consent to such amendments as are necessary to accomplish this.

- 22.03 The Employer agrees that Group Insurance and Pension Plan premiums will continue to be available to employees on a cost-shared basis for employees who are on sick leave.
- 22.04 The Employer agrees to provide free passes on bus and ferry for employees, and for retirees, including those previously receiving passes from predecessor employers.
- 22.05
 - (a) After ten (10) years of continuous service and upon retirement or death, employees will be entitled to paid leave for the period immediately prior to retirement, calculated on the basis of three calendar days per year, up to a maximum of 90 calendar days, or calculated on the basis of fifty percent of sick leave entitlement, whichever is greater.
 - (b) Employees entitled to receive pre-retirement leave may elect to work all or portion of the pre-retirement leave period and receive a lump sum payment for the period worked. Where the lump sum option is selected, this amount will be paid at retirement and will not affect pension amounts.
- 22.06 When an employee attends a mandatory upgrading course or a course recommended by the Employer, the employee will be paid full wages and benefits for all hours spent at the course. The Employer will pay for normal expenses incurred through attendance at such courses. Any remuneration received by the employee from any other source will be returned to the Employer. This article shall not apply to the annual apprenticeship program.
- 22.07 Employees who are on long term disability or on any long term absence from work will be provided with the most recent clothing, and/or boot allowance upon their return to work. [NEW 2006]
- 22.08 The Employer will maintain reasonable insurance to cover the civil liability of members where members act

within the scope of their duties.

- 22.09** An employee who resigns from employment with the Employer will be entitled to withdraw his/her resignation within two (2) working days of having submitted the resignation. For the purpose of this clause, working days does not include Saturdays, Sundays or Holidays.
- 22.10** All employees in the Bargaining Unit required to maintain membership in a professional or trade association as a condition of employment will be reimbursed the annual dues or membership fees.
- 22.11** The Employer will advise the Union of development and training opportunities, policies, and programs that are available to bargaining unit members.
- 22.12** Employees will receive their Unemployment Insurance (UI) rebates annually.

ARTICLE 23 - TECHNOLOGICAL CHANGE

- 23.01** The terms of this Article apply where the Employer introduces technological changes to the work of the bargaining unit which result in the elimination of positions within the bargaining unit.
- 23.02** Technological change means the introduction of equipment or material not previously used in the operation, and/or a change in the manner in which the Employer carries on the work or business that is directly related to the introduction of that equipment or material.
- 23.03** Where the Employer intends to introduce technological changes, the Employer will provide 120 calendar days notice, in writing, to the effected employees and to the Union. The notice will include the nature of the change and the reason for the change.
- 23.04** The Employer will make effort to retain employees whose jobs are eliminated by the change. Where the Employer determines that it is feasible, the Employer will provide training to qualify displaced employees for other positions which are available.

ARTICLE 24 - JOB POSTING, PROMOTION & TRANSFER

- 24.01** In the event of any vacancy occurring or a new position being created within the Bargaining Unit, the Employer agrees to post on all bulletin boards which are accessible to members of the Bargaining Unit, a Notice of such vacancy for a period of seven (7) days. The Notice of Posting will include the classification and description of the job to be performed, the hours of work, days off and the responsible manager. It will also indicate how an application is to be made for the position and when the vacancy is to expire. Bargaining unit openings occurring within each department will first be offered to qualified employees in the following seniority order, Divisional, Departmental then Bargaining Unit seniority, recognizing full time over part time within each group. Should the question of qualifications be beyond resolution through joint consultation of the Union and Employer, the question will be submitted to arbitration with consideration to be given to education, experience, skills, aptitudes and physical fitness.
- 24.02** The Employer will interview all applicants in the bargaining unit who are eligible for the job. The Employer will not select any person outside the bargaining unit unless there is no suitable candidate from within the bargaining unit.
- 24.03** If two or more applicants from within the bargaining unit are selected as suitable applicants to fill the vacancy, the Employer will award the position to the employee with the greatest seniority as outlined in article 24.01 and article 7.01, note 2.
- 24.04** If an employee fails to prove himself or herself capable of performing the duties of a new job, or if they should decide not to accept the new job, they may, after a trial period of not more than six (6) months, return to their former job without loss of seniority.

- 24.05** When an employee covered by this Agreement cannot perform their regular duties because of age, accident or illness, they will be given a position, provided such a vacancy exists and they are capable of fulfilling the duties. The Employer, in conjunction with the Union, will determine the capability of the applicant.
- 24.06** The Employer has the right to create a rehabilitation position with approval of the Union, in order to accommodate an employee who cannot perform their regular duties because of accident or illness and this position will not be subject to the requirements for job posting.
- 24.07** In reaching a decision on promotion, demotion, transferring employees, the Employer will, in consultation with the Union, give consideration to length of service, education, experience, skills, aptitudes, physical fitness and employee's capability for promotion to higher occupations.

ARTICLE 25 - LAY-OFF AND RECALL

- 25.01** The Employer agrees that it will lay off employees by way of divisional seniority. The employee with the least divisional seniority will be laid off first and they will be the last employee to be recalled to work.
- 25.02** In recalling employees, the Employer will forward a notice to the employee's address on record. Employees on laid off status will be responsible for providing the Employer and the Union with a current point of contact.
- 25.03** Any employee laid off will be entitled to benefits under the Labour Standards Code.

ARTICLE 26 - TERM OF AGREEMENT

- 26.01** This agreement will be in effect from the 1st day of September 2006, for a period of 60 months, up to and including the 31st day of August 2011 and from year to year thereafter unless either party gives written notice to the other party of its intention to renegotiate at least sixty (60) days prior to the 31st day of August 2011. [2006]
- 26.02** This agreement may be amended or modified at any time provided that the parties agree and the amendments or modifications are made in writing and duly signed by both parties. When amendments or modifications are signed they will be put into writing and issued at the Employer's expense to each member of the bargaining unit.
- 26.03** Except as otherwise specified, it is agreed that there will be no retroactive effect given to any clause of this contract except for wages. Retroactive pay will be processed not later than 30 working days from date of ratification. Employees who have retired or moved to another position outside this bargaining unit within HRM will be included in this processing of retroactivity to the extent that they are eligible. [New- 2006]

ARTICLE 27 - COMPLIANCE WITH THE LAW

- 27.01** Notwithstanding anything in this collective agreement, the Employer will be free to comply with all relevant Federal or Provincial laws and such compliance will be deemed not to be a violation of this collective agreement. The Employer will notify the Union of any conflicts or potential conflicts arising between such laws and this collective agreement which come to the Employer's attention as soon as possible after the Employer becomes aware of such conflict or potential conflict.
- 27.02** If any Federal or Provincial law provides or any court holds that any part of this collective agreement is invalid, any other part of any Article or of the collective agreement will remain valid and in full force and effect.

**PART II - OPERATIONS DEPARTMENT
Conventional Transit Division**

ARTICLE 28 - HOURS OF WORK AND REST PERIODS

- 28.01** All regular shift Operators will be paid a minimum of forty (40) hours per five (5) day week.
- 28.02** (a) Spareboard Operators who are available for work six (6) days per week, and do not miss or refuse to work any assigned shifts, will be guaranteed thirty-seven (37) hours pay, including Holiday pay, per six (6) day week. Effective the signing of the collective agreement, the thirty-seven (37) hours guarantee will increase to forty (40) hours per week. [2006]
- (b) The Spareboard will rotate each day, by two (2) employees.
- 28.03** (a) Each regular Operator will be assigned at least two (2) consecutive days off each week, unless the Operator picks a different shift which results in the Operator having different days off. Regular Operators may work all but one of their assigned days off, which must be reserved as a day of rest. Any exceptions must be mutually agreed to by the Union and the Employer.
- (b) Each Spareboard Operator will be assigned one (1) day off each week as his or her day off. Any exceptions must be mutually agreed to by the Union and the Employer.
- 28.04** All shifts will pay a minimum of eight (8) hours per day inclusive of start and finish pay and will not exceed a twelve (12) hour spread.
- 28.05** 1. An employee's hours of work (regular, overtime, call-out, or hours worked as a result of a trade) shall:
- a) total no more than sixteen (16) hours worked in a 24-hour period;
 - b) allow for eight (8) consecutive hours off duty in said 24-hour period;
 - c) allow for one (1) period of 24 consecutive hours off duty in a work week.

For greater clarity, no employee can accept or be assigned or compelled to do work if it was known by the employer or the employee at the start of the regular, overtime, call-out, hours worked as a result of a trade, or spare board work, it would result in a breach of this article.

2. For the purposes of calculating the hours worked, the 24-hour period commences with the first hour worked in the calendar day.
3. Where there is a conflict between this article and any other article of the collective agreement, or any policy, or workplace rule, this article prevails.

Note- However, back pick, pick change and statutory holidays will adhere to rest requirements set out in "The Board of Public Passenger Motor Carrier Act Regulations" Section 42(F)(1) Motor Carrier Act R.S.N.S. 1989, c. 292 and will have leave with pay from the employer if required for hours off work at their appropriate rate to satisfy these minimum requirements. [2006]

This article 28.05 will be effective as of the February, 2008 pick process.

ARTICLE 29 - PICK RUN SYSTEM

- 29.01** The Employer will conduct four (4) Picks per year and these will take place at the beginning of the last pay period in the months of February, May, August and November. Due to special load demands which require a serious adjustment in a Pick, the fifth Pick may be conducted in consultation and with the Union approval. Should new routes or extensions to routes involving a new shift be added to a current Pick, the new route/extension will be opened to Pick. When a new route or extension is implemented which involves insufficient time to comprise a new shift, the Employer has the right to insert or add this work to any existing

shift, provided it is agreeable to the Operator working the existing shift.

- 29.02** A Pick Committee consisting of up to four (4) Union members and the President of the Union as an ex-officio member and up to four (4) representatives of management will meet twice prior to each Pick for the purpose of reviewing and discussing the Pick prior to implementation. Such meetings may be canceled by mutual agreement.
- 29.03** All shifts will be classified as day or night shifts. Such classification of shifts will be determined by the Pick Committee in accordance with clause 29.02.
- 29.04** Before any Pick is put up for bids, it will be reviewed with the Chair of the Union Pick Committee. [2006]
- 29.05** The Employer will post the new Pick four (4) working days in advance of the time the Operators are required to start making their pick. Operators will be given at least two (2) working days notice, in writing of the date, time and place they are to make their selections. Should an Operator miss their scheduled time to report and not file a selection sheet or name a delegate to pick for them, the Union will make a selection for him or her.
- 29.06** Operators in order of Divisional seniority will have a choice of becoming a regular shift Operator for the period of any Pick, provided a regular shift is available.
- 29.07** There will be a common Spareboard (or such additional Spareboards as the employer in the future determines may be required to support evolving operations). This will be discussed with the Union. The Employer will keep the list of Spareboard Operators to a minimum, consistent with efficiency and in consultation with the Union. [2006]
- 29.08**
- (a) If an Operator, in order of divisional seniority, picks the regular run guide, they become a regular Operator for the duration of the Pick. Regular Operators, in order of their divisional seniority, will have the choice of any regular shift to make up their week's work.
 - (b) If an Operator, in order of divisional seniority, picks the Spareboard, they become a full-time Spareboard Operator for the duration of the Pick, subject to Clause 29.09.
 - (c) All shifts must be picked prior to implementation of any Pick. Any shift which opens up during a Pick, and is not filled as per Clause 29.10, will be filled by the junior Operator starting work after the implementation of the Pick; if no such Operator is available, it will be filled from the Spareboard on a daily basis.
 - (d) Spareboard Operators will fill all remaining shifts in order of their position on the Spareboard list each day.
- 29.09** Open shifts of less than thirty (30) days will be filled by the Spareboard. Any known open shift or Spareboard position of thirty (30) days or more, excluding vacations, will be posted for a period of five (5) days. An Operator who picked another Operator's shift or Spareboard position will resume their former position should the absent employee return. The Employer requests that employees returning from an absence of thirty (30) days or more, excluding vacations, provide at least forty-eight (48) hours notice of their return to work.
- 29.10**
- (a) When a vacancy, including Spareboard, occurs during any one Pick period, the next senior Operator who could not pick this work in the original Pick will have the choice of filling the vacancy for the remainder of the Pick period, to a maximum of six (6) moves. He or she will have the same day(s) off as the Operator they replace.
 - (b) An Operator will not be permitted to back pick more than twice in any Pick period.
- 29.11** All regular Operators may trade work assignments when they have arranged permission from the Employer which will not be unreasonably withheld, and the Employer agrees that it will not make any remunerative alterations for either employee. Responsibility for the work rests with the Operator who takes the work on the day in question. This application does not apply to Spareboard Operators.

- 29.12** Any proposed changes to the current schedule of transportation for employees to and from work will be determined by the Pick Committee.
- 29.13** Prior to an operator's scheduled time to pick, referred to in Article 29.01, Operators, who are on long term disability or who have been off work in excess of six months and have not provided medical clearance for fitness to return to work within the period of the upcoming pick or Operators who have a medical or other approved leave of absences from work for the duration of the upcoming Pick, will not have the opportunity to pick until they have announced their intention to return to work and have provided a specific date for doing so. If requested, the employee must furnish a medical certificate confirming his/her medical fitness for duty and the return to work date. Any cost for this certificate will be reimbursed upon presentation of a receipt. It is to be understood that should an Operator return to work during the Pick process but after the Pick started and prior to the completion of the Pick process, the Operator will pick his/her work then remaining available at the time they present themselves to the Pick at any point from their allotted seniority position down to the last available seniority position. Should the Operator report back to work following the completion of the Pick process, he/she will revert to the Spareboard for the remainder of the Pick. [NEW 2006]
- 29.14** Within twelve (12) months of the signing of the collective agreement, the pick committee will form a joint subcommittee to explore the efficiencies of scheduling, improvement of shifts and improvement of the quality of life of employees that may be achieved within the Operations Division. [New-2006]

ARTICLE 30 - DAILY WORK ASSIGNMENTS

- 30.01** The Spareboard list will revolve by means of two (2) Operators dropping to the foot of the list each day. On Holidays, the applicable Spareboard list will revolve by means of group rotation. Should a Holiday fall on Sunday, the Sunday list will apply.
- 30.02** One (1) Spareboard Operator will be marked to report each day, fifteen (15) minutes prior to departure of the first bus, and they will be paid to the time of taking out a regular full shift. Should this Spareboard Operator not receive a regular full shift, they will be entitled to three (3) hours pay for reporting. When additional Operators are required, they will be paid under the conditions of call out.
- 30.03** When the Operator is late for their report, the next Operator entitled to the work will be called and the Operator late for their report will not be called until all other eligible Spareboard Operators have been called. Operators who are late for their report and are called will not receive pay under Call Out provisions.
- 30.04** Employees will not be required to work on their regular days off unless no other employee will voluntarily perform the work required. If necessary to work employees on their regular days off, employees will be forced starting with the most junior Operator.
- 30.05** (a) No Operator will be compelled to do extra work, after having completed (i) a regular shift, or (ii) at least (8) hours on Spareboard, except in cases of emergency. For the purpose of this clause the word emergency will be defined by the following: Operators will be forced to work under emergency orders when an interruption of service to which the Employer is committed will occur if they do not work. [renumbered, 2006]
- (b) Except for adverse driving conditions (for example snowstorms, motor vehicle accidents, etc.) which were not known by the employee or employer at the commencement of the work, no employee will be required or permitted to breach Article 28.05. Should Article 28.05 be breached due to adverse driving conditions, the employee will be given at least eight consecutive hours off duty and will be paid for any regular working hours which fall within this eight hour period at his/her applicable rate. [NEW 2006]

This article 30.05 will be effective as of the February, 2008 pick process.

30.06 When there is extra work available for both a Spareboard Operator and a regular Operator the Spareboard Operator may have the option of not doing the extra, subject to Clause 28.02 (a), so long as there is a regular Operator who is willing and eligible to do the extra work without breaching Article 28.05, known on the basis of existing information by the employee and employer at the commencement of the work. [2006]

This article 30.06 will be effective as of the February, 2008 pick process.

30.07 Spare Service Supervisors

Spare Service Supervisors are recognized as bargaining unit positions. While working in these positions, employees are not permitted to do other bargaining unit work.

Employees currently employed as Bus Operators who meet the required qualifications, will be appointed by job posting to the position of Spare Service Supervisor under the following conditions: [2006]

- (a) Qualified candidates currently employed as a Bus Operator with three (3) years experience as a Bus Operator within the Transit system will be awarded the position by seniority. [2006]
- (b) The number of Spare Service Supervisors will not exceed six (6) at any one time during any six (6) month period.
- (c) Operators will serve a maximum of six (6) months as a Spare Service Supervisor and will not be entitled to re-apply for six (6) months unless a competition is held and sufficient new qualified candidates have not come forward to fill the openings. Under those circumstances, they could re-apply and would be accepted based on seniority.
- (d) Spare Service Supervisors' work will be distributed in an equitable manner. When not working as a Spare Service Supervisor, operators will complete their normal operators' assignments.
- (e) Spare Service Supervisors will be paid at the minimum rate for the regular Service Supervisor and will normally work a full shift.
- (f) Open shifts resulting from Spare Service Supervisors' appointments will be filled from the Spareboard on a daily basis. Employees returning from temporary appointments will resume their regular shifts/work.

ARTICLE 31 - REPORTING ALLOWANCES AND REQUIREMENTS

31.01 All Operators must report at least seven (7) minutes before each report or scheduled departure time and buses must be readied to move at scheduled time. All Operators will receive:

- (a) twenty (20) minutes per day in addition to actual time of shift for reporting, drawing supplies, examining bulletin boards for latest notices and readying bus at commencement of shift and for properly following parking procedures, turning in transfers, defect cards, reports, etc. at the end of shifts, and
- (b) ten (10) minutes for each report after the initial report.

31.02 If Operators do not report by seven (7) minutes before each report or scheduled departure time, or if the bus is not readied to move at scheduled time, the shift will be reassigned.

31.03 All Operators detailed to report for duty will receive a minimum of two (2) hours pay for each separate report.

31.04 All Operators detailed to report for duty will be paid for the waiting time from the assigned reporting time to the time of the shift.

31.05 When an interval of thirty (30) minutes or less exists between two (2) pieces of work, the employee will be paid straight through. A piece of work will be interpreted to include reporting time.

31.06 All Operators agreeing to work on assigned days off will be paid at time and one-half.

31.07 Any Spareboard Operator detailed to report to work will receive:

- (a) start and finish pay, in accordance with the provisions of Article 31.01 and 31.02 for that day;
- (b) pay for the hours worked;
- (c) standby time from the time they were detailed to report to the start of the assigned work.

Note: If a Spareboard Operator works or is entitled to work a regular shift of less than eight (8) hours duration, they will be paid eight (8) hours for the shift.

31.08 In the event of a vehicular accident, Operators will carefully complete an accident report on the form provided for that purpose. All such reports will be submitted before the end of the employee’s work day. Should an employee be required to complete the accident report during a break or after the shift has ended, the employee will be paid thirty (30) minutes to complete the report.

31.09 (a) In the event travel times exceed the current maximums of 10.1 km, the Employer will pay the following benefits: Employees whose busses start and finish at locations greater than 10.1 kilometres apart shall be paid at straight time for the extra distance according to the chart below for each trip. Distances shall be measured by taking the shortest bus routes between the two points.

Distance	Travel Pay
.1 - 5 km beyond 10.1 km	Fifteen (15) minutes paid time
5.1 - 10 km beyond 10.1 km	Thirty (30) minutes paid time
10.1 - 15 km beyond 10.1 km	Forty-Five (45) minutes paid time
15.1 - 20 km beyond 10.1 km	Sixty (60) minutes paid time

(b) Operators are only entitled to the extra travel time if it is after the completion of the shift or during an unpaid break. Operators who volunteer for extras are not entitled to the benefits outlined in article 31.09(a).

ARTICLE 32 - CALL OUT

32.01 When additional Spareboard Operators are required due to conditions beyond the control of the Employer which become known after the lists have been made up, Operators will be asked to work on a regular report basis provided at least twelve (12) hours advance notice is given the Operator. These Operators will be called in order of seniority.

32.02 (a) When Operators are called, without twelve (12) hours’ notice on their regular working days, they will be called in order of job seniority, will be paid from the time they are called and will receive not less than two (2) hours at their appropriate rate. They must report within seventy-five (75) minutes of receiving this call, otherwise the call-out is invalid.

(b) Any Operator called to report before the start of a complete shift and is late for that report will not lose

their shift.

- 32.03** When an Operator is called back on their days off, they will be paid at the prevailing overtime rates and will receive not less than four (4) hours' pay at the appropriate rate for the call.
- 32.04** Under normal circumstances Call-outs will be in accordance with Clause 32.02. However, the Employer may, in cases where time is of the essence, use reasonable discretion and call only employees who will be able to reach the place where they are needed within the time required.
- 32.05** Operators assigned to come in before their shift shall be paid either one hour (if contacted with 12 hours' notice) or 75 minutes (if contacted with less than 12 hours' notice), but not both.

ARTICLE 33 - OVERTIME

- 33.01** Overtime at the rate of time and one half will be paid to regular run Operators for all time required to be worked in excess of (8) hours per day, and to Spareboard Operators for all time worked in excess of forty (40) hours per week. [2006]
- 33.02** When any Operator is required to do any work after a regular shift is complete, they will be paid at the appropriate rate from the time the regular shift is completed until the extra starts, to a maximum of one (1) hour. When any Operator is forced to work before their shift starts they will be paid at the appropriate rate from the time the forced work is completed until their shift starts, to a maximum of one (1) hour.
- 33.03** When an Operator is required to remain on their bus in excess of two (2) hours beyond their relieftime, they will be provided with a meal allowance often dollar (\$10.00) and should they be required to remain on the bus for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked.

ARTICLE 34 - UNIFORMS AND ISSUE

- 34.01** Operators will be measured for their uniform and whenever possible, the uniform will be Union made.
- 34.02** New Operators will be supplied with the issues below, free of charge:
- 6 shirts (short or long sleeve)
 - 1 cap (optional)
 - 1 tunic & 1 sweater
 - 5 pairs pants (dress or cargo) OR 4 pairs pants (dress or cargo) plus 1 shorts and 3 pairs socks (knee or regular length)
 - 3 ties
 - 1 Burberry OR 1 three season OR summer nylon jacket [2006]
- 34.03** (a) On September 1, 2006, Operators (on staff as of September 1, 2006) were allocated Eight Hundred and Fifty-Five (855) points with which to purchase clothing pursuant to Appendix "B" of this Collective Agreement. Any points not used on September 1, 2006 may be used in the second order, twelve (12) months later. Only Operators with clothing points carried over from September 1, 2006 will receive clothing on September 1, 2007. Operators who are hired between March 1, 2006 and August 31, 2006 will be entitled to Four Hundred and Fifty (450) points on September 1, 2006. [NEW 2006]
- (b) Starting on September 1, 2008, and every 12 months thereafter, Operators will be allocated Four Hundred and Thirty (430) points with which to purchase clothing pursuant to Appendix "B" of this Collective Agreement. Operators who are hired after March 1 of any calendar year will not be entitled to any clothing points on September 1 of that calendar year. [NEW 2006]
- 34.04** A footwear allowance of \$130 every twelve (12) months will be paid to all Operators. The footwear will

be black with the style to be designated by the Employer. **If** additional footwear is required within the twelve (12) month period, then it will be purchased by the Operator in the same colour and style as the original.

- 34.05** Tunics, sweaters/nylon jackets (union crested), caps and ties are optional year round. Only the top button of the shirt may be undone when a tie is not being worn, and will be buttoned when the tie is worn.
- 34.06** Employees are responsible for utilizing their points to ensure their clothing is conducive to an appropriate appearance. [NEW 2006]

ARTICLE 35 - RATES OF PAY

35.01 Rates of Pay

	<u>Old</u>	<u>3%</u>	<u>3%</u>	<u>\$0.20</u>	<u>3%</u>	<u>\$0.10</u>	<u>3%</u>	<u>\$0.44</u>	<u>3%</u>
Transit Operator	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Aug 31, 2008	Sept 1, 2008	Aug 31, 2009	Sept 1, 2009	Aug 31, 2010	Sept 1, 2010
start	\$19.42	\$20.00	\$20.60	\$20.80	\$21.42	\$21.52	\$22.17	\$22.61	\$23.29
After 12 months	\$19.68	\$20.27	\$20.88	\$21.08	\$21.71	\$21.81	\$22.46	\$22.90	\$23.59
After 18 months	\$20.03	\$20.63	\$21.25	\$21.45	\$22.09	\$22.19	\$22.86	\$23.30	\$24.00

Note 1: All Operators required to work on Sunday will be paid twenty (20) cents per hour above their regular rate.

Note 2: All Operators instructing employees will be paid one dollar (\$1.00) per hour above their regular rate.

Note 3: All Operators working as tour guides will be paid seventy-five (75) cents per hour above their regular rate, plus 10% commission on their personal ticket sales. [2006]

PART II - OPERATIONS DEPARTMENT
Community Transit Division

ARTICLE 36 - GENERAL PROVISIONS

- 36.01** The Employer agrees that it will not operate Community transit or replace Conventional transit routes with Community transit service, in the HRM Urban Core. The Urban Core is that area funded by the general tax rate, as determined by HRM Council. It is understood that when Community Transit service operates in the Urban Core it will not pick up or drop off passenger traveling within the Urban Core area.
- 36.02** All work within the Community Transit Service will be performed by Community Transit Operators, however should there be no Community Transit Operator available then the open work will be assigned to the Conventional Transit Spareboard.
- 36.03** Overtime at the rate of time and one half will be paid to regular Operators for all time required to be worked in excess of eighty (80) hours in a pay period.
- 36.04** In the event of a vehicular accident, Operators will carefully complete an accident report on the form provided for that purpose. All such reports will be submitted before the end of the employee's work day. Should an employee be required to complete the accident report during a break or after the shift has ended, the employee will be paid thirty (30) minutes to complete the report.
- 36.05** 1. An employee's hours of work (regular, overtime, call-out, or hours worked as a result of a trade) shall:
- a) total no more than sixteen (16) hours worked in a 24-hour period;
 - b) allow for eight (8) consecutive hours off duty in said 24-hour period;
 - c) allow for one (1) period of 24 consecutive hours off duty in a work week.
- For greater clarity, no employee can accept or be assigned or compelled to do work if it was known by the employer or the employee at the start of the regular overtime, call-out, hours worked as a result of a trade, or spare board work, it would result in a breach of this article.
2. For the purposes of calculating the hours worked, the 24-hour period commences with the first hour worked in the calendar day.
3. Where there is a conflict between this article and any other article of the collective agreement, or any policy, or workplace rule, this article prevails.

Note- However, back pick, pick change and statutory holidays will adhere to rest requirements set out in "The Board of Public Passenger Motor Carrier Act Regulations" Section 42(F)(1) Motor Carrier Act R.S.N.S. 1989, c. 292 and will have leave with pay from the employer if required for hours off work at their appropriate rate to satisfy these minimum requirements. [New-2006]

This article 36.05 will be effective as of the February, 2008 pick process

- 36.06** (a) No Operator will be compelled to do extra work, after having completed (i) a regular shift, or (ii) at least (8) hours on Spareboard, except in cases of emergency. For the purpose of this clause the word emergency will be defined by the following: Operators will be forced to work under emergency orders when an interruption of service to which the Employer is committed will occur if they do not work.
- (b) Except for adverse driving conditions (for example snowstorms, motor vehicle accidents, etc.) which were not known by the employee or employer at the commencement of the work, no employee will be required or permitted to breach Article 36.05. Should Article 36.05 be breached due to adverse driving conditions, the employee will be given at least eight consecutive

hours off duty and will be paid for any regular working hours which fall within this eight hour period at his/her applicable rate. [New- 2006]

This article 36.06 will be effective us of the February, 2008 pick process.

ARTICLE 37 - UNIFORMS AND ISSUE

- 37.01** Operators will be measured for their uniform and whenever possible, the uniform will be Union made.
- 37.02** New employees will be issued with the following uniform at hire:
- 5 pair **of** pants (dress or cargo) OR 4 pair of pants (dress or cargo) and 1 pair of shorts with 3 pairs socks (knee or regular length)
 - 6 shirts (long or short sleeve)
 - 1 four season jacket (union crested)
 - 1 three season jacket (union crested)
 - 1 sweater (union crested) [2006]
- 37.03** (a) On September 1, 2006, Operators (on staff as of September 1, 2006) were allocated Nine Hundred and Seventy (970) points with which to purchase clothing pursuant to Appendix "C" of this Collective Agreement. Any points not used on September 1, 2006 may be used in the second order, twelve (12) months later. Only Operators with clothing points carried over from September 1, 2006 will receive clothing on September 1, 2007. Operators who are hired between March 1, 2006 and August 31, 2006 will be entitled to Four Hundred and Fifty (450) points on September 1, 2006. [2006]
- (b) Starting on September 1, 2008, and every 12 months thereafter, Operators will be allocated Four Hundred and Eighty-Five (485) points with which to purchase clothing pursuant to Appendix "C" of this Collective Agreement. Operators who are hired after March 1 of any calendar year will not be entitled to any clothing points on September 1 **of** that calendar year. [2006]
- 37.04** A footwear allowance of \$130 every twelve (12) months will be paid to all Operators. The footwear will be black with the style to be designated by the Employer. If additional footwear is required within the twelve (12) month period, then it will be purchased by the Operator in the same colour and style as the original.
- 37.05** Employees are responsible for utilizing their points to ensure their clothing is conducive to an appropriate appearance. [2006]

ARTICLE 38 - HOLIDAYS, VACATION AND SICK LEAVE

- 38.01** After the date of signing the Agreement Community Transit employees will be eligible for Holidays with pay which arise thereafter in accordance with Article 14.01. [2006]
- 38.02** (a) After each year of completed service, employees will be entitled to two (2) weeks vacation, which will be scheduled within ten (10) months of the anniversary date and in accordance with Article 15.06.
- (b) Employees with five or more years service will be entitled to three (3) weeks vacation.
- 38.03** Vacation will not accrue during unpaid leave in excess of 30 days.
- 38.04** Each employee will accumulate sixteen (16) hours sick leave for each month **of** service. This will be cumulative to a maximum **of** one hundred and sixty (160) hours. It is expressly understood that this does not constitute a level of absenteeism condoned by the Employer.

ARTICLE 39 - RATES OF PAY

39.01 Rates of Pay

Operations- Community Transit

	<u>Old</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
Community Transit Operator	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71

[2006]

PART II - OPERATIONS DEPARTMENT
Access-A-Bus Division

ARTICLE 40 - RATES OF PAY

40.01 Rates of Pay

	Old	3%	3%	3%	3%	3%	\$1.68
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	April 1, 2011
Access-A-Bus Operator	\$17.53	\$18.06	\$18.60	\$19.16	\$19.73	\$20.32	\$22.00

Note 1: All Operators required to work on Sunday will be paid twenty (20) cents per hour above their regular rate.

Note 2: All Operators instructing employees will be paid one dollar (\$1.00) per hour above their regular rate.

Note 3: All Operators working as tour guides will be paid seventy-five (75) cents per hour above their regular rate, plus 10% commission on their personal ticket sales. [2006]

ARTICLE 41 - UNIFORMS & ISSUE

41.01 Operators will be measured for their uniform and whenever possible, the uniform will be Union made. Sweaters/Jackets (union crested) and ties are optional year round. Only the top button of the shirt may be undone when a tie is not being worn, and will be buttoned when the tie is worn.

41.02 New employees will be supplied with the issues below free of charge:

- 1 summer jacket
- 5 pair pants (dress or cargo) OR 4 pair pants (dress or cargo) and 1 pair shorts with 3 pairs socks (knee or regular length)
- 3 ties
- 6 shirts - (long or short sleeves)
- 1 three season jacket
- 1 additional summer jacket or sweater [2006]

41.03 (a) On September 1, 2006, Operators (on staff as of September 1, 2006) were allocated One Thousand One Hundred and Thirty (1130) points with which to purchase clothing pursuant to Appendix "D" of this Collective Agreement. Any points not used on September 1, 2006 may be used in the second order, twelve (12) months later. Only Operators with clothing points carried over from September 1, 2006 will receive clothing on September 1, 2007. Operators who are hired between March 1, 2006 and August 31, 2006 will be entitled to Four Hundred and Fifty (450) points on September 1, 2006. [2006]

(b) Starting on September 1, 2008, and every 12 months thereafter, Operators will be allocated Five Hundred and Sixty-Five (565) points with which to purchase clothing pursuant to Appendix "D" of this Collective Agreement. Operators who are hired after March 1 of any calendar year will not be entitled to any clothing points on September 1 of that calendar year. [2006]

- 41.04** A footwear allowance of \$130 every twelve (12) months will be paid to all Operators. The footwear will be black with the style to be designated by the Employer. If additional footwear is required within the twelve (12) month period, then it will be purchased by the Operator in the same colour and style as the original.
- 41.05** A complete set of rain gear will be supplied as required.
- 41.06** Employees are responsible for utilizing their points to ensure their clothing is conducive to an appropriate appearance. [2006]

ARTICLE 42 - PICK RUN SYSTEM

42.01 The Employer will conduct four (4) Picks per year and these will take place at the beginning of the last pay period in the months of February, May, August and November. Due to special load demands which require a serious adjustment in a Pick, a fifth Pick may be conducted in consultation and with the Union's approval. Shifts will be defined in the following ways:

1. Fixed shifts are shifts that have a departure or relief time that does not change during a Pick.
2. Floating shifts are shifts without breaks. Such shifts departure and relief time may move up to one (1) hour in any direction, but the departure and relief time must both move in the same direction.
3. Floating split shifts are shifts that have breaks. Such shifts departure and relief time per piece may move one half ($\frac{1}{2}$) hour in any direction, but the departure and relief time per piece must move in the same direction.
4. A "Block" is a listing of the weeks work, consisting of day(s) off, a group of shifts or Spareboard position.
5. Shift seniority will be decided by the working hours in any given day, with the senior shift being the shift off the earliest.

All split shifts will have a spread time of not more than twelve (12) hours.

Shifts will be picked in blocks. Before any pick is put up for bids, it will be reviewed and discussed with the Pick Committee. The makeup of blocks with dissimilar shifts will be determined by the Pick Committee. The Employer will endeavour to have 50% or more of these blocks made up of totally fixed shifts per Pick. However, the Employer will not allow these blocks of fixed shifts to drop below 40% per Pick.

- 42.02** An Access-A-Bus Pick Committee consisting of up to two (2) Union members and the President of the Union as an ex-officio member and up to two (2) representatives of management will meet twice prior to each Pick for the purpose of reviewing and discussing the Pick prior to implementation. Such meeting may be cancelled by mutual agreement.
- 42.03** All shifts will be classified as day or night shifts. Such classification of shifts will be determined by the Pick Committee.
- 42.04** Before any Pick is put up for bids, it will be reviewed with the Chair of the Union Pick Committee. [2006]
- 42.05** The Employer will post the new Pick four (4) working days in advance of the time the Operators are required to start making their Pick. Operators **will** be given at least two (2) working days notice, in writing of the date, time and place they are to make their selections. Should an Operator miss their scheduled time to report and not file a selection sheet or name a delegate to pick for them, the Union will make a selection for him or her.

- 42.06** The Employer should attempt to utilize all employees marked up for the day before they request employees on their day(s) off to work.
- 42.07** Operators in order of Divisional Seniority will have a choice of becoming a regular shift Operator for the period of any Pick, provided a regular shift is available.
- 42.08** There will be a common Spareboard. The Employer will keep the list of Spareboard Operators to a minimum, consistent with efficiency and in conjunction with the Union.
- 42.09**
- (a) If an Operator, in order of Divisional Seniority, picks a regular run, they become a regular Operator for the duration of the Pick. Regular Operators, in order of their Divisional Seniority, will have the choice of picking any block of shifts for their weeks work.
 - (b) If an Operator, in order of Divisional Seniority, picks the Spareboard, they become a full-time Spareboard Operator for the duration of the Pick, subject to Clause 42.11.
 - (c) All blocks must be picked prior to implementation of any Pick. Any block of shifts which opens up during a Pick and is not filled as per Clause 42.11, will be filled by the Operator with the least Divisional Seniority starting work after the implementation of the Pick; if no such Operator is available, it will be filled from the Spareboard on a daily basis.
 - (d) Spareboard Operators will fill all remaining shifts in order of their position on the Spareboard list each day.
- 42.10** Open shifts of less than thirty (30) calendar days will be filled by the Spareboard. Any known open shift or Spareboard position of thirty (30) calendar days or more, excluding vacations, will be posted for a period of five (5) working days. An Operator who picked another Operator's shift or Spareboard position will resume their former position should the absent employee return. Employees returning from an absence of thirty (30) calendar days or more, excluding vacations, are requested to provide at least forty-eight (48) hours notice of their return to work.
- 42.11**
- (a) When a vacancy, including Spareboard, occurs during any one Pick period, the next senior Operator who could not pick this work in the original Pick, will have the choice of filling the vacancy for the remainder of the Pick period, to a maximum of six (6) moves. He or she will have the same day(s) off as the Operator they replace.
 - (b) An Operator will not be permitted to back pick more than twice in any Pick period.
- 42.12** All regular Operators may trade work assignments when they have been granted permission from the Employer, which will not be unreasonably withheld, and the Employer agrees that it will not make any remunerative alterations for either employee. Responsibility for the work rests with the Operator who takes the work on the day in question. This clause does not apply to Spareboard Operators.
- 42.13** Prior to an operator's scheduled time to pick, referred to in Article 42.01, Operators, who are on long term disability or who have been off work in excess of six months and have not provided medical clearance for fitness to return to work within the period of the upcoming pick or Operators who have a medical or other approved leave of absences from work for the duration of the upcoming Pick, will not have the opportunity to pick until they have announced their intention to return to work and have provided a specific date for doing so. If requested, the employee must furnish a medical certificate confirming his/her medical fitness for duty and the return to work date. Any cost for this certificate will be reimbursed upon presentation of a receipt. It is to be understood that should an Operator return to work during the Pick process but after the Pick started and prior to the completion of the Pick process, the Operator will pick his/her work then remaining available at the time they present themselves to the Pick at any point from their allotted seniority position down to the last available seniority position. Should the Operator report back to work following the completion of the Pick process, he/she will revert to the Spareboard for the remainder of the Pick. [2006]

- 42.14 All vehicles and/or shifts that do not start and finish at the same location will result in a travel allowance being paid to the affected party/s of one (1) hour pay at time and one half.

ARTICLE 43 - DAILY WORK ASSIGNMENT

- 43.01 The Spareboard list will revolve by means of the Operator dropping to the foot of the list each day. On Holidays, the applicable Spareboard list will revolve by means of group rotation.
- 43.02 One (1) Spareboard Operator will be marked to report each day, fifteen (15) minutes prior to departure of the first bus, and will be paid to the time of taking out a regular full shift. Should this Spareboard Operator not receive a regular full shift, then s/he will be entitled to three (3) hours pay for reporting. When additional Operators are required, they will be paid under the conditions of call out.
- 43.03 When Operators miss their report the next Operator entitled to the work will be called and the Operator missing the report will not be called until all other eligible Spareboard Operators have been called. Operators who miss their reports and are called will not receive pay under the call out provisions.
- 43.04 Employees will not be required to work on their regular day(s) off unless no other employee will voluntarily perform the work required. If necessary to work employees on their regular day(s) off, employees will be forced to work in reverse order of Divisional Seniority.
- 43.05 (a) No Operator will be compelled to do extra work, after having completed (i) a regular shift, or (ii) at least (8) hours on Spareboard, except in cases of emergency. For the purpose of this clause the word emergency will be defined by the following: Operators will be forced to work under emergency orders when an interruption of service to which the Employer is committed will occur if they do not work.
- (b) Except for adverse driving conditions (for example snowstorms, motor vehicle accidents, etc.) which were not known by the employee or employer at the commencement of the work, no employee will be required or permitted to breach Article 47.05. Should Article 47.05 be breached due to adverse driving conditions, the employee will be given at least eight consecutive hours off duty and will be paid for any regular working hours which fall within this eight hour period at his/her applicable rate. [New-2006]

This article 43.05 will be effective as of the February, 2008 pick process.

- 43.06 When there is extra work available for both Spareboard Operator and a Regular Operator the Spareboard Operator may have the option of not doing the extra, subject to Clause 47.02, so long as there is a regular Operator who is willing and eligible to do the extra work without breaching Article 47.05, known on the basis of existing information by the employee and employer at the commencement of the work. [2006]

This article 43.06 will be effective as of the February, 2008 pick process.

ARTICLE 44 - REPORTING ALLOWANCES AND REQUIREMENTS

- 44.01 All Operators must report at least seven (7) minutes before each report or scheduled departure time and buses must be readied to move at scheduled time. All Operators will receive:
- (a) twenty (20) minutes per day in addition to actual time of shift for reporting, drawing supplies, examining bulletin boards for latest notices and readying bus at commencement of a shift, and for properly following parking procedures, turning in transfers, defect cards, reports, etc, at the end of their shift, and
- (b) ten (10) minutes for each report after the initial report.

- 44.02** If Operators do not report by seven (7) minutes before each report or scheduled departure time, or if the bus is not readied to move at scheduled time, the shift will be reassigned.
- 44.03** All Operators detailed to report for duty will receive a minimum of two (2) hours pay for each separate report.
- 44.04** All Operators detailed to report for duty will be paid for the waiting time from the assigned reporting time to the time of the shift.
- 44.05** When an interval of thirty (30) minutes or less exists between two (2) pieces of work, the employee will be paid straight through. A piece of work will be interpreted to include reporting time.
- 44.06** Any Spareboard operator detailed to report to work will receive:
- (a) start and finish pay, in accordance with the provisions of Article 44.01 and 44.02 for that day;
 - b) pay for the hours worked;
 - (c) standby time from the time they were detailed to report to the start of the assigned work.
- Note:** If a Spareboard Operator works or is entitled to work a regular shift of less than eight (8) hours duration, they will be paid eight (8) hours for the shift.
- 44.07** In the event of a vehicular accident, Operators will carefully complete an accident report on the form provided for that purpose. All such reports will be submitted before the end of the employee's work day. Should an employee be required to complete the accident report during a break or after the shift has ended, the employee will be paid thirty (30) minutes to complete the report.

ARTICLE 45 - CALL OUT

- 45.01** When additional Spareboard Operators are required due to conditions beyond the control of the Employer which become known after the lists have been made up, Operators will be asked to work on a regular report basis provided at least twelve (12) hours advance notice is given the Operator. These Operators will be called in order of Divisional seniority.
- 45.02**
- (a) When Operators are called, without twelve (12) hours notice on regular working days, they will be called in order of Divisional Seniority, they will be paid from the time they are called and will receive not less than two (2) hours at their appropriate rate. They must report within seventy-five (75) minutes of receiving this call. Otherwise, the call-out is invalid.
 - (b) Any Operator called to report before the start of a complete shift and is late for that report will not lose their shift.
- 45.03** Operators assigned to come in before their shift shall be paid either one hour (if contacted with 12 hours' notice) or 75 minutes (if contacted with less than 12 hours' notice), but not both.

ARTICLE 46 - OVERTIME

- 46.01** When an Operator works on their day(s) off, they will be paid at the prevailing overtime rates and will receive not less than four (4) hours pay at time and one half.
- 46.02** A list will be established in order of Divisional Seniority for use in assigning work outside the regular scheduled hours of work. Employees wishing to do so, have an opportunity to sign up on the list during the Picking procedure, No names will be added to the list, except in a back pick or in the case of a new employee starting work.

Opportunity to work will be offered to employees on the list in rotation beginning with the most senior Operator, then his or her name is dropped to the bottom of the list. The list will continue with the next Operator in order. Any employee who is not offered the opportunity to work as a result of Employer error will be paid an amount equal to what he or she would have earned had they worked.

- 46.03** Overtime at the rate of time and one half will be paid to regular shift Operators for all time required to be worked in excess of eight (8) hours per day, and to Spareboard Operators for all time worked in excess of forty (40) hours per week. [2006]
- 46.04** When any Operator is required to do any work after a regular shift is complete, they will be paid at the appropriate rate, from the time the regular shift is completed until the extra starts, to a maximum of one (1) hour.
- 46.05** When an Operator is required to remain on their bus in excess of two (2) hours beyond their relief time, they will be provided with a meal allowance of ten dollars (\$10.00) and should they be required to remain on the bus for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hours worked.

ARTICLE 47 - HOURS OF WORK AND REST PERIODS

- 47.01** All regular shift Operators will be paid a minimum of forty (40) hours per five (5) day week.
- 47.02** (a) Spareboard Operators who are available for work six (6) days per week, and do not miss or refuse to work any assigned shifts, will be guaranteed thirty-seven (37) hours pay, including Holiday pay, per six (6) day week. Effective the signing of the collective agreement, the thirty-seven (37) hours guarantee will increase to forty (40) hours. [2006]
- (b) The Spareboard will rotate each day, by one employee.
- 47.03** (a) Each regular Operator will be assigned at least two (2) consecutive days off each week, unless the Operator picks a different shift which results in the Operator having different days off. Regular Operators may work all but one of their assigned days off, which must be reserved as a day of rest. Any exceptions must be mutually agreed to by the Union and the Employer.
- (b) Each Spareboard Operator will be assigned one (1) day off each week as his or her day off. Any exceptions must be mutually agreed to by the Union and the Employer.
- 47.04** All shifts will pay a minimum of eight (8) hours per day and will not exceed a twelve (12) hour spread.
- 47.05** 1. An employee's hours of work (regular, overtime, call-out, or hours worked as a result of a trade) shall:
- a) total no more than sixteen (16) hours worked in a 24-hour period;
 - b) allow for eight (8) consecutive hours off duty in said 24-hour period;
 - c) allow for one (1) period of 24 consecutive hours off duty in a work week.

For greater clarity, no employee can accept or be assigned or compelled to do work if it was known by the employer or the employee at the start of the regular overtime, call-out, hours worked as a result of a trade, or spare board work, it would result in a breach of this article.

2. For the purposes of calculating the hours worked, the 24-hour period commences with the first hour worked in the calendar day.
3. Where there is a conflict between this article and any other article of the collective agreement, or any policy, or workplace rule, this article prevails.

Note- However, back pick, pick change and statutory holidays will adhere to rest requirements set out in

“The Board of Public Passenger Motor Carrier Act Regulations” Section 42(F)(1) Motor Carrier Act R.S.N.S. 1989, c. 292 and will have leave with pay from the employer if required for hours **off** work at their appropriate rate to satisfy these minimum requirements. [2006]

This article 47.05 will be effective of the February, 2008 pick process.

PART II - OPERATIONS DEPARTMENT
Access-A-Bus Dispatch & Scheduling Division

ARTICLE 48 - GENERAL PROVISIONS

- 48.01** All full time employees working in Access-A-Bus Scheduling and Dispatch Office will have a minimum work week of forty (40) hours, maximum 5 days per week, minimum 2 consecutive days off. Part time employees will not work more than twenty four (24) hours in any week except in cases of replacement for vacation, sickness, authorized Union leave and training of full time and part time staff.
- 48.02** Any hours in excess of the regular work week will be paid at the rate of time and one half (1½ X).
- 48.03** When personnel are called for duty after they have completed a normal day's work and left the normal place of employment, a call-out will be paid at the rate of time and one half from the time of the call until relieved from duty with a minimum (4) four hour guarantee.
- 48.04** Employees will be measured for their uniform and whenever possible, the uniform will be Union made.
- 48.05** New employees will be supplied with the issues below, free of charge:
- 6 shirts (long or short sleeve)
 - 5 pairs pants (dress or cargo) OR 4 pairs pants (dress or cargo) plus 1 shorts with 3 pair socks (knee or regular length)
 - 1 sweater (Union crested) [2006]
- 48.06** (a) On September 1, 2006, employees (on staff as of September 1, 2006) were allocated Five Hundred and Seventy-Five (575) points with which to purchase clothing pursuant to Appendix "E" of this Collective Agreement. Any points not used on September 1, 2006 may be used in the second order, twelve (12) months later. Only employees with clothing points carried over from September 1, 2006 will receive clothing on September 1, 2007. Employees who are hired between March 1, 2006 and August 31, 2006 will be entitled to Four Hundred and Fifty (450) points on September 1, 2006. [2006]
- (b) Starting on September 1, 2008, and every 12 months thereafter, employees will be allocated Three Hundred (300) points with which to purchase clothing pursuant to Appendix " E of this Collective Agreement. Employees who are hired after March 1 of any calendar year will not be entitled to any clothing points on September 1 of that calendar year. [2006]
- 48.07** A footwear allowance of \$130 every twelve (12) months will be paid to all employees. The footwear will be black with the style to be designated by the Employer. If additional footwear is required within the twelve (12) month period, then it will be purchased by the employee in the same colour and style as the original.
- 48.08** Employees are responsible for utilizing their points to ensure their clothing is conducive to an appropriate appearance. [2006]
- 48.09** When an employee is required to work in excess of two (2) hours as a continuance of their regular days work, they will be provided with a meal allowance often dollars (\$10.00), and should they be required to work for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked. [NEW 2006]

ARTICLE 49 - RATES OF PAY

49.01 Rates of Pay

Operations - Access-A-Bus Dispatch & Scheduling

		<u>Old</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>
		Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
Dispatcher	Start	\$31,474	\$32,418	\$33,391	\$34,393	\$35,425	\$36,488
	After 12 months	\$33,637	\$34,646	\$35,685	\$36,756	\$37,859	\$38,995
Scheduler/ Dispatcher	Start	\$32,920	\$33,908	\$34,925	\$35,973	\$37,052	\$38,164
	After 12 months	\$34,882	\$35,928	\$37,006	\$38,116	\$39,259	\$40,437
Scheduler	Start	\$36,016	\$37,096	\$38,209	\$39,355	\$40,536	\$41,752
	After 12 months	\$39,242	\$40,419	\$41,632	\$42,881	\$44,167	\$45,492

[2006]

PART II - OPERATIONS DEPARTMENT
Ferry Service Division

ARTICLE 50 - GENERAL PROVISIONS

- 50.01 (a) When any Captain, management person or other employee is required or regularly expected to make written assessments of an employee, a true copy of the written assessment will be given to the assessed employee at the time the assessment is made, in order that he/she may be aware of his/her records and also to give the employee an opportunity to object and respond if he/she so wishes.
- (b) Bargaining unit employees except Captains will not be required to make regular written assessments of other employees but may be required, if requested, to assess employees under their supervision if the circumstances so warrant.
- 50.02 Notwithstanding the seniority and posting provisions, the senior qualified Mate will be designated the Relief Captain. In the event the senior qualified Mate refuses the position of Relief Captain, the position will be offered to other qualified Mates in order of seniority. The Mate who accepts the position will then remain the Relief Captain and will be first in line for promotion to Captain when such a position becomes available. If more than one Captain's position becomes available at the same time or if the Relief Captain refuses the promotion to Captain, then the position(s) will be filled in accordance with Article 24.01.
- 50.03 (a) Vacancies may be temporarily filled at the discretion of the Employer. If it becomes apparent that such period of relief is for thirty (30) calendar days or more the vacancy will be posted as per Article 24.01.
- (b) "Qualifications" as used in this division includes: conformance to the job specifications (which include the appropriate Transport Canada certificate or permit for the position), attitude, aptitude and adaptability to the position.
- 50.04 (a) All part time employees will be on a "Relief List". Relief work will be distributed equitably among those employees.
- (b) The Employer may require an employee on the Relief List to work in accordance with the provisions of Article 53.01.
- (c) The Employer will record the hours of relief work performed by each employee and, will make this information available to the Union on request.
- (d) For the equitable sharing of relief work, hours refused without a reasonable excuse will count as hours worked.
- 50.05 When an employee is required to deliver a ferry to a destination and will not be returning to the departure terminal by ferry, the Employer will be responsible for transporting the employee by automobile or by paying taxi fare.

ARTICLE 51 - HOURLY RATE

- 51.01 Employees will be paid at the appropriate rate for all time worked and the hourly rate will be calculated by dividing the annual salary of the classification by two thousand and three (2,003) hours.

ARTICLE 52 - HOURS OF WORK AND REST PERIODS

- 52.01 The regular hours of work for all employees will be as set out in Article 62 and will not exceed forty (40) hours per week when averaged over a full shift rotation.

- 52.02** (a) The hours of work and shifts set out in Article 62 will apply unless:
- (i) the parties agree, in writing, to modify them, or
 - (ii) there is a change in service which requires adding more runs to the ferry schedule, or
 - (iii) one or more of the ferries is out of service for more than one week.
- (b) If one or more of the ferries is out of service for more than one week, affected employees will work one or more of the following schedules:
- (i) the same schedule at another location
 - (ii) the schedule of another employee they are temporarily replacing or assisting, or
 - (iii) the hours required for training, between the hours of 8 a.m. and 5 p.m.
- (c) If there is a change in service which requires changing the ferry schedule, the Employer will provide the parameters of the service required. The Employer and a Union representative will jointly develop a fair and equitable distribution of hours (minimum of 40 hours per work week, with salary adjusted on a pro-rata basis) for the crews. Should the parties be unable to agree upon a new schedule, the Employer will develop a shift schedule. Such a shift schedule shall be on a weekly basis and will be selected in order of seniority. All daily shifts will be between six-and-one-half(6.5) hours and twelve (12) hours, with no more than a twelve (12) hour spread. Employees who work more than a twelve (12) hour spread will be paid at time-and-a-half for the portion of their shift that is beyond twelve (12) hours. Where possible there will be a minimum **of** two consecutive days **off**. Employees will have an opportunity to pick their shifts at least every three months.

52.03 Days of rest for each employee will be those days scheduled as days of rest for that employee's shift in Article 62.

52.04 Normally after any shift an employee will have a ten (10) hour rest period.

52.05 Acting Ferry Supervisor

Acting Ferry Supervisor is recognized as a bargaining unit position. While working in this position, employees are not permitted to do other bargaining unit work. Acting Ferry Supervisor will be filled as required by Captains and in order of seniority.

ARTICLE 53 - OVERTIME

- 53.01** (a) Overtime work will be performed by employees whenever called upon unless the employee has a reasonable excuse for not working.
- (b) Notwithstanding Article 53.01 (a), an employee may refuse overtime provided there are other employees able to do the work and who:
- (i) are willing to do the work; or
 - (ii) have actually worked fewer overtime hours as of the last overtime review period and do not have a reasonable excuse for refusing and this will be a reasonable excuse for refusing overtime.
- (c) Notwithstanding the foregoing, the Employer may require the most junior employee in the classification to do the overtime work if other employees are unavailable or have a reasonable excuse.
- 53.02** (a) Subject to Article 53.03 overtime will be offered to those employees who regularly perform the work and in whose classification the work falls and will be distributed fairly and equitably among those employees provided the employee is not in conflict with the normal requirement to have a ten (10) hour rest period before or after a shift, and the following will also apply:

- (i) If the overtime is for two (2) days or less or if it is for more but no one on the Relief List is available, it will be offered to full-time employees within the classification and if no such employees are available it will be offered to full-time employees in other classifications who are capable of doing the work;
 - (ii) If the overtime is for more than two (2) days or if it is for less and no full-time employee is available, it will be offered to those on the Relief List;
 - (b) If the employees who regularly perform the work and in whose classification the work falls are unavailable or wish to refuse the work or if not enough such employees are available, the Employer may offer the work to other employees qualified to do the work;
 - (c) The Employer will keep a list of all overtime worked and all overtime refused by each employee. At least every four (4) weeks this list will be posted and a copy provided to the Union;
 - (d) The Employer will review each list and will make every reasonable effort to offer future overtime in a manner which will provide for equitable sharing of overtime among the employees concerned;
 - (e) Each hour of overtime worked will be converted to straight time hours before being entered on the list;
 - (f) Each hour of overtime refused without reasonable excuse in accordance with Article 53.01 (a) will be converted to straight time hours and entered on the list;
 - (g) The total of overtime hours worked as calculated pursuant to Article 53.02 (e) and overtime hours refused as calculated pursuant to Article 53.02 (f) will equal an employee's total number of overtime hours for purposes of the review required by Article 53.02 (d). However January 1 of each year all hours will be reset to zero for all employees.
- 53.03** Full-Time employees will be offered first option on work which may be overtime but could otherwise be done by Part-Time employees if the work is for two (2) days or less, after which such work will be offered to Part-Time employees, then in accordance with Article 50.04.
- 53.04** Any work performed other than during the regular hours of work provided for in this collective agreement will constitute overtime and will be payable at the rate of time and one-half (1½ X) except where double time (2X) is payable.
- 53.05** (a) Overtime work in excess of four (4) hours on an employee's regular working day or in any twenty-four (24) hour period will be paid at double (2X) the regular rate.
- (b) Notwithstanding (a) above, all work in excess of the regularly scheduled shift will be paid at the rate of double time (2X) on holidays and Sundays.
- 53.06** (a) Overtime work performed on an employee's first day of rest will be paid at the rate of time and one-half (1½ X) for the length of the first shift and double time (2X) for all hours worked after that.
- (b) Overtime work performed on an employee's second and subsequent days of rest will be paid at the rate of double time (2X) for all hours worked.
- (c) Overtime work performed on a day named in Article 14.01(a) will be paid at the rate of double time (2X) for all hours worked unless otherwise provided for in Article 55.
- 53.07** Except for emergencies, which must be declared, no employee will be required or permitted to work in excess of sixteen (16) consecutive hours or sixteen (16) hours in any twenty-four (24) hour period. After sixteen (16) hours an employee will be given at least a ten (10) hour rest period and will be paid for any regular working hours which fall within this rest period at his/her regular straight time rate.

- 53.08** Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate provided a replacement can be found.
- 53.09** When an employee is required to work in excess of two (2) hours beyond their relief time, they will be provided with a meal allowance of ten (\$10.00) dollars and should they be required to work for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked.
- 53.10** The Employer will give as much advance notice as possible when overtime is anticipated.
- 53.11** When an employee is scheduled to work overtime on his/her day of rest prior to the day on which he/she will actually work the overtime and such overtime is subsequently canceled and the employee is not informed of the cancellation on the day before the day on which the overtime was to be worked, the employee will be paid a cancellation premium equal to four (4) hours pay at the straight time rate for the job to be done or at his/her own straight time rate whichever is greater.

ARTICLE 54 - CALL OUT

- 54.01** When an employee is called for duty outside their regular hours of work, calculation of time worked will be made from the time the employee reports to the work place.
- 54.02** An employee called out will be guaranteed a minimum of four (4) hours pay at his/her regular straight time rate for each call out or will be paid for all time worked at the appropriate overtime rate, whichever is greater.

ARTICLE 55 - HOLIDAYS

- 55.01** Employees will receive New Year's Day, Christmas Day and Good Friday off as paid holidays. In lieu of time off on the other holidays listed in Article 14 employees will receive eight (8) days off, such days to be taken on or before December 31 in each year, provided that:
- (1) proper relief is available and permission is obtained in advance from the Ferry Service Supervisor;
 - (2) such time off not taken or scheduled to be taken by December 31 will be paid out at the straight time rate, on the first pay in December;
 - (3) employees who take time off in lieu of holidays other than those named in Article 55.01 may take up to four (4) days one (1) day at a time or be allowed to take them in a block or a combination of both;
 - (4) employees with less than one (1) year's service will have such time off adjusted to cover only the holidays which occur after their date of hiring,
- 55.02** When a holiday named in Article 55.01 falls on an employee's day of rest that employee will receive holiday pay of eight (8) hours at straight time rate, or will receive a regular working day off with pay.

ARTICLE 56 - VACATIONS

- 56.01** Upon written application to the Ferry Service Supervisor prior to September 15 of the current calendar year, the Ferry Service Supervisor may, in his/her discretion, permit an employee to carry over one (1) week of his/her vacation entitlement to the following calendar year. Such permission will not be unreasonably refused.
- 56.02** There will be a guarantee minimum of three (3) slots available for picking during any week under clause 15.05, as long as qualified replacements can be found.

ARTICLE 57 - SICK LEAVE

- 57.01** An employee who has accumulated sick leave under the provisions of collective agreements prior to May 1, 1998 will retain that accumulated sick leave until it is used or drops below the amounts set out in Article 16.11.

ARTICLE 58 - MEDICAL APPOINTMENTS

- 58.01** Time off work because of a medical appointment requested by the Employer will be leave with pay unless the employee is on leave.

ARTICLE 59 - EMPLOYEE DEVELOPMENT AND TRAINING

- 59.01** (a) It is agreed that the establishment and maintenance of employee development and training programs are beneficial to both the Employer and the employee. The Employer agrees to pay for all expenses in regards to training and certification required for the maintenance of any D.O.T. issued tickets necessary to meet the minimum qualifications of their current position.
- (b) The Employer agrees to pay for all employees to maintain MED certificates and radar or engine simulation upgrading courses to meet coast guard requirements.

ARTICLE 60 - SALARY ADMINISTRATION PROGRAM

- 60.01** (a) All new, transferred or promoted employees will normally receive the minimum salary for the position classification to which the employee is assigned. Exceptions to this rule are as follows:
- (1) When an employee is transferred or promoted to a higher, related classification the employee will be assigned to the same Step in the higher classification as he/she held in the classification from which he/she was transferred or promoted and the employee will continue progression through the remaining Steps of the new salary range on his/her existing anniversary date. It is agreed by the parties that the positions of Mate and Captain are related classifications.
 - (2) An employee who has directly related experience which is immediately useable may be employed at a salary up to Step 3 provided that if the employee would be assigned a higher salary pursuant to Article 60.01 (a) (1) then the provisions of that Article will apply.
- (b) Employees will be assigned to Steps within their salary ranges in accordance with their years of service in the following manner:
- (1) Subject to Article 60.01 (a) a new employee will be assigned to Step 1.
 - (2) Subject to this Article, an employee will proceed to the next Step on each anniversary date until he/she reaches the highest Step in the salary range.
 - (3) An employee will only be denied movement to the next Step on his/her anniversary date if the Employer can show by the employee's annual performance appraisal, that the employee does not meet the minimum standards of the Employer for that position. An employee who is denied movement to the next Step will have the right to the grievance procedure set out in Article 9. Such an employee will be evaluated every three (3) months and if he/she meets the standards set by the Employer he/she will be moved to the next Step effective on that date.
 - (4) The classification anniversary date is the date on which an employee is appointed to his/her present position unless he/she moved directly to the present position from a related position, in

which case it is the date of appointment to the related position unless, pursuant to previous collective agreements the employee's anniversary in the related position was deemed to be January 1, in which case it will remain January 1.

ARTICLE 61 - RATES OF PAY AND CLASSIFICATIONS

61.01 Rates of Pay

Operations - Ferry Service

		Old	3%	3%	3%	3%	3%
		Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
Captain	Step 1	\$47,334	\$48,754	\$50,217	\$51,724	\$53,276	\$54,874
	Step 2	\$49,182	\$50,657	\$52,177	\$53,742	\$55,354	\$57,015
	Step 3	\$51,103	\$52,636	\$54,215	\$55,841	\$57,516	\$59,241
	Step 4	\$53,099	\$54,692	\$56,333	\$58,023	\$59,764	\$61,557
	Step 5	\$55,178	\$56,833	\$58,538	\$60,294	\$62,103	\$63,966
	Step 6	\$57,340	\$59,060	\$60,832	\$62,657	\$64,537	\$66,473
Mate & Shore Engineer	Step 1	\$43,171	\$44,466	\$45,800	\$47,174	\$48,589	\$50,047
	Step 2	\$44,683	\$46,023	\$47,404	\$48,826	\$50,291	\$51,800
	Step 3	\$46,246	\$47,633	\$49,062	\$50,534	\$52,050	\$53,612
	Step 4	\$47,865	\$49,301	\$50,780	\$52,303	\$53,872	\$55,488
	Step 5	\$49,540	\$51,026	\$52,557	\$54,134	\$55,758	\$57,431
	Step 6	\$51,273	\$52,811	\$54,395	\$56,027	\$57,708	\$59,439
Engineer / Deckhand	Step 1	\$36,053	\$37,135	\$38,249	\$39,396	\$40,578	\$41,795
	Step 2	\$37,135	\$38,249	\$39,396	\$40,578	\$41,795	\$43,049
	Step 3	\$38,249	\$39,396	\$40,578	\$41,795	\$43,049	\$44,340
	Step 4	\$39,397	\$40,579	\$41,796	\$43,050	\$44,342	\$45,672
	Step 5	\$40,577	\$41,794	\$43,048	\$44,339	\$45,669	\$47,039
	Step 6	\$41,795	\$43,049	\$44,340	\$45,670	\$47,040	\$48,451

Note 1: All employees will receive the negotiated increase whether or not they are presently earning one of the salaries set out in the above.

Note 2: Effective the signing date of the collective agreement, Steps 1, 2, and 3 in each of the three Ferry classifications above will be eliminated. Any employee being paid at any of these three Steps (1, 2, or 3) as of the signing of the collective agreement will be advanced to Step 4, and any employee hired after the signing of the collective agreement will commence at Step 4. For greater clarity, there will be no retroactivity to the wage adjustment from elimination of these steps. [NEW 2006]

ARTICLE 62 - HOURS OF WORK AND SHIFTS

62.01 SCHEDULE OF HOURS

<u>SHIFT</u>	<u>HOURS</u>
A	0600 - 1500 hours = 9 hrs/day = 36 hrs/week
B	1 2 days: 1500 - 2400 hours = 9 hrs/day 2 2 days: 0600 - 1500 hours = 9 hrs/day = 36 hrs/week
C	1500 - 2400 hours = 9 hrs/day = 36 hours/week + Summer Sunday 1130 - 1800 hours = 6 ½ hrs/day = 42 ½ hrs/week
D	0645 - 0915 hours 1145 - 1800 hours = 9 hrs/day = 45 hrs/week
E	0600 - 1000 hours 1500 - 1830 hours = 7 ½ hrs/day = 37 ½ hrs/week

Sunday Shifts (SS) will run for seventeen (17) consecutive weeks and will be announced by the Employer when they will start by no later than March 1 of each year.

Shift "D" and "E" departure and relief time per piece may move one half (½) hour in any direction, but the departure and relief time per piece must move in the same direction.

62.02 SCHEDULE OF SHIFTS:

The crews rotate through the schedule of shifts in the following manner: O = OFF.

<u>WEEK</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>	<u>HRS/WEEK</u>
1.	A	A	A	A	O	O	O	36
2.	D	D	D	D	D	O	O	45
3.	O	O	C	C	C	C	SS	36 (Summer 42½)
4.	B1	B1	O	O	B2	B2	O	36
5.	E	E	E	E	E	O	O	37 ½

ARTICLE 63 - UNIFORMS AND ISSUE

63.01 Operators will be measured for their uniform and whenever possible, the uniform will be Union made.

63.02 New employees will be supplied with the issues below, free of charge:

- 7 shirts (short or long sleeve)
- 1 cap (optional)
- 6 pair socks (knee or regular length)
- 5 pairs pants (dress or cargo) OR 4 pairs pants (dress or cargo) plus 1 shorts
- 2 ties (optional)
- 1 winter parka (union crested)
- 1 sweater (union crested)
- 1 three season jacket/ parka (union crested)
- 2 ties (optional) [2006]

63.03 (a) On September 1, 2006, employees (on staff as of September 1, 2006) were allocated One Thousand One Hundred and Sixty (1160) points with which to purchase clothing pursuant to Appendix "F" of this Collective Agreement. Any points not used on September 1, 2006 may be used in the second order, twelve (12) months later. Only employees with clothing points carried over from September 1, 2006 will receive clothing on September 1, 2007. Employees who are hired between March 1, 2006 and August 31, 2006 will be entitled to Four Hundred and Fifty (450) points on September 1, 2006.

(b) Starting on September 1, 2008, and every 12 months thereafter, employees will be allocated Five Hundred and Eighty (580) points with which to purchase clothing pursuant to Appendix "F" of this Collective Agreement. Employees who are hired after March 1 of any calendar year will not be entitled to any clothing points on September 1 of that calendar year.

Overshoes and epaulets will be supplied as required. [2006]

63.04 The Employer will provide each vessel with three (3) sets of wet weather gear and three (3) pairs of coveralls and each employee with gloves as required.

63.05 A footwear allowance of \$130 every twelve (12) months will be paid to all employees. The footwear will be black with the style to be designated by the Employer. If additional footwear is required within the twelve (12) month period, then it will be purchased by the employee in the same colour and style as the original.

63.06 Employees are responsible for utilizing their points to ensure their clothing is conducive to an appropriate appearance. [2006]

PART III - EQUIPMENT DEPARTMENT**ARTICLE 64 - HOURS OF WORK AND REST PERIODS**

- 64.01** The Employer agrees that the most senior part-time employee, by classification, will receive the most hours per week in that work group.
- 64.02** Each full time employee, will be assigned at least two (2) consecutive days off each week with a (40) forty hour minimum guarantee, there will be no split shifts. Any exceptions will be mutually agreed to by the Union and the Employer.
- 64.03** No employee will be compelled to do extra work after having completed a scheduled shift, except in cases of emergency. For the purpose of this clause the word emergency will be defined by the following: When, in the opinion of management, there is insufficient equipment available to ensure the operation of service to which the Employer is committed.
- 64.04** Employees will not be required to work on their regular days off unless no other employee will voluntarily perform the work required. If necessary to work employees on their regular day(s) off, the junior employee/s capable of doing the work will be forced to work.
- 64.05** Regular Monday to Friday day workers on staff as of September 27, 1984, and any other employee on staff as of September 27, 1984, moving into a Monday to Friday day worker position, will be assigned shifts between 6:00 A.M. and 4:00 P.M. and guaranteed a forty (40) hour week. There will be no split shifts.
- 64.06** The Employer recognizes and agrees that there is an extension of day shifts (3:30 p.m. - 11:30 p.m.) in operation at present. It is also agreed that the pay scale for same is the same as the regular day employee.
- 64.07** All full time shift workers, hostlers, cleaners, utility workers will be allowed a paid thirty minute lunch break during the day shift, evening shift and night shift.
- 64.08** All employees will have a paid fifteen (15) minute break once prior to their lunch break and once after their lunch break.
- 64.09** A Shift worker's regular shift will not be changed unless mutually agreed upon or they are given two (2) week's notice. The maximum shift workers per classification will be as follows: six (6) mechanics and one (1) (Bodyperson) mechanic. Furthermore, there will be a full-time classification of four (4) Hostler/Repairmen that will also be shift workers. Hostler/Repairmen will be paid under the Repairmen wage scale.
- 64.10** The Employer agrees that utility workers and hostlers will not perform any mechanical/repair work other than the minor repairs and adjustments discovered in the regular performance of their duties.
- 64.11** Regular shift workers may be required to work a revolving shift.

64.12 Relief Foremen

Relief Foremen are recognized as bargaining unit positions, while working in these positions, employees are not permitted to do other bargaining unit work.

Relief Foremen may be appointed and work under the following conditions:

- (a) They will be paid at the minimum rate for regular Foremen or one dollar (\$1.00) per hour more than a 1st Class Mechanic whichever is higher and would normally work a full shift.
- (b) Their working conditions will be identical with those of regular Foremen.
- (c) Open shifts resulting from Relief Foremen appointments will be filled on a daily basis.

- (d) Relief Foremen work will be offered in an equitable manner.
- (e) Employees returning from temporary appointments will resume their regular shifts and work.
- (f) Relief Foremen will serve a maximum of twelve (12) months as a Relief Foremen and will not be entitled to re-apply for twelve (12) months unless a competition is held and sufficient new qualified candidates have not come forward to fill the openings. Under those circumstances, they could re-apply and would be accepted based on seniority.

64.13 A new Labour/Management Committee will be developed in the Equipment Department to address issues and concerns that arise from time to time. This Committee will include the Equipment Department Shop Steward/s and the President of the Local or his/her designate. [NEW 2006]

The Employer and the Union agree to meet within sixty days of the signing of this collective agreement to discuss the possibility of establishing a Spareboard for the Equipment Department. [New-2006]

ARTICLE 65 - CALL OUT AND OVERTIME

- 65.01** (a) Overtime at the rate of time and one half will be paid to all full time employees for all work performed outside of the regular working hours, unless otherwise stated in this agreement. Overtime work will be distributed as evenly as practical. The overtime list will be zeroed the 1st of every calendar year.
 - (b) Any employee working a four (4) day, forty (40) hour week will be entitled to overtime rates for the time worked in excess of ten (10) hours.
 - (c) Part time employees will be paid overtime at time and one half for all hours worked in excess of forty (40) in any week of a pay period.
- 65.02** Any full time employee called for duty, after they have completed their normal shift or day's work and left their place of employment, will receive a minimum of four (4) hours pay starting at the time of the call at time and one half for the report, but must report within **(75)** seventy-five minutes of the call.
- 65.03** When a full time employee is given twelve (12) hours' advance notice to report for duty on a regular working day between 6:00 A.M. and 9:00 A.M., and six (**6**) hours' advance notice to report for duty on a regular working day after 9:00 A.M., the minimum call will not apply.
- 65.04** All full time employees will be paid at time and one half for all hours worked on any assigned days off except Sundays where applicable rate would be double time.
- 65.05** When an employee is required to work in excess of two (2) hours as a continuance of their regular day's work, they will be provided with a meal allowance of ten dollars (\$10.00), and should they be required to work for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked.
- 65.06** Employees commencing overtime work will be entitled to the same paid and unpaid breaks as other employees in the same classification commencing their regular shift.
- 65.07** When a full time employee who has been called out continues this work into regular working hours, overtime rates will be paid until relieved from duty. There will be no loss of pay for regular working hours lost because of the continuation of overtime work into the regular working hours. Relief from duty is defined as the first time an employee is given the opportunity to have a one hour break from work within their normal working area. (The above does not apply to employees already on the premises when asked to work overtime).
- 65.08** Employees who are required to work during a scheduled lunch break will be paid at the prevailing

overtime rate for time worked during the break or will be allowed to take the break at a later time during the course of their shift.

ARTICLE 66 - CLOTHING AND TOOLS

- 66.01** Employees will be supplied with coveralls/shop-coats with cleaning provided not less than once weekly.
- 66.02** The Employer will measure and supply employees on an annual basis, effective March 1, 2005, a clothing issue. Employees will be allotted Five Hundred and Ten (510) points with which to purchase clothing pursuant to Appendix "G" of this collective agreement. In any year, Fifty (50) points may be carried over to the following year.
- 66.03** The Employer will supply rubber boots, waterproof clothing to all employees individually actually working in conditions requiring their use. Eligibility is to be determined by the Manager, Fleet Operations in conjunction with the Shop Steward. Rubber boots and waterproof clothing remain the property of the Employer.
- 66.04** The Employer will provide an allowance of \$130 to employees on an annual basis towards the purchase of safety boots/shoes. Safety boots/shoes must be worn.
- 66.05** (a) Employees will supply their own basic hand tools and tool boxes of top quality according to the established practice in the various trades. The Employer will provide replacements to all employees with more than two (2) years service when the tools and tool boxes have become worn out or otherwise unfit for further use. Such tools and tool boxes will remain the property of the employee. Should these tools or tool boxes be lost or abused, the employee will replace them. The Employer will supply all heavy or special tools required for the various trades. Employees will be responsible for the safe return of all Employer-owned tools and will be required to pay for tools lost or damaged through abuse or carelessness. Any box used to contain tools is a tool box.
- (b) When replacing employee's tools, the Employer will replace each tool with the same name-brand tool **if** available locally, otherwise with a tool of equal quality and normally within fifteen (15) working days.

ARTICLE 67 - RATES OF PAY AND CLASSIFICATIONS

**67.01 Rates of Pay and Classifications:
Equipment Department**

	Old	3%	3%	\$0.35/ hr	3%	\$0.35/ hr	3%	\$0.50/ hr	3%	\$2.01/ hr
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	39538	Sept 1, 2008	39903	Sept 1, 2009	40268	Sept 1, 2010	40633
1 st Class Mechanic	\$23.05	\$23.74	\$24.45	\$24.80	\$25.55	\$25.90	\$26.68	\$27.18	\$27.99	\$30.00
Industrial Mechanic	Same Steps and Rates as above									
Industrial Electrician										

	Old	3%	3%	\$0.35/ hr	3%	\$0.35/ hr	3%	\$0.50/ hr	3%	\$1.11/ hr
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	39538	Sept 1, 2008	39903	Sept 1, 2009	40268	Sept 1, 2010	40633
2 nd Class Mechanic	\$22.34	\$23.01	\$23.70	\$24.05	\$24.77	\$25.12	\$25.87	\$26.37	\$27.16	\$28.27
3 rd Class Mechanic	\$21.88	\$22.54	\$23.21	\$23.56	\$24.27	\$24.62	\$25.36	\$25.86	\$26.64	\$27.75
Mechanic	\$21.18	\$21.82	\$22.47	\$22.82	\$23.50	\$23.85	\$24.57	\$25.07	\$25.82	\$26.93
Small Component Rebuilder	Same Steps and Rates as above									
Facility Equipment Maintainer										

	Old	3%	3%	3%	3%	
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
1 st Class Repairperson	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02	\$22.68
2 nd Class Repairperson	\$19.21	\$19.79	\$20.38	\$20.99	\$21.62	\$22.27
3 rd Class Repairperson	\$19.03	\$19.60	\$20.19	\$20.80	\$21.42	\$22.06

Repairperson	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72
Utility Worker	\$18.15	\$18.69	\$19.25	\$19.83	\$20.42	\$21.03
Hostler	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61
1 st Class Storeperson	\$18.81	\$19.37	\$19.95	\$20.55	\$21.17	\$21.81
2 nd Class Storeperson	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38

Note 1: All employees instructing employees will be paid one dollar (\$1.00) per hour above their regular rate.[2006]

Note 2: Upon completion of the applicable time period, a full-time or part-time employee will only move to the next step on his/her anniversary date if the employee has consistently met or exceeded the minimum standards for the position during the period for the annual performance appraisal. [2006]

67.02 Mechanics and Bodymen who work shifts commencing between 3:30 p.m. and midnight are entitled to a shift differential of one dollar (\$1.00) per hour for all regular hours worked. The shift differential is payable for such employees on vacation, paid sick leave, or other short-term paid leaves. The shift differential is not payable for overtime hours. **Also**, the shift differential is not considered to be part of the employee's wages for the calculation of the overtime rate or any other premium pay rate in this collective agreement. This will be considered pensionable if allowed under the Pension Plan.

PART IV - RECEIVER'S OFFICE DEPARTMENT**ARTICLE 68 - HOURS OF WORK AND REST PERIODS**

- 68.01** All employees working in the Receiver's Office will have a regular work week of thirty-five (35) hours. There will be one (1) part-time employee and his or her hours of work will be not more than twenty-four (24) hours in any week except in cases of replacement of full or part-time staff. This period will normally not exceed six (6) months.
- 68.02** All persons will work thirty-five (35) hours on the average per week on a five (5) day basis.
- 68.03** The regular office hours for personnel will be Monday to Friday, 8:00 A.M. to 4:30 P.M. These times may be changed if mutually agreed by the employee and the Employer. On pay days the Office will open at 5:00 A.M. provided an employee agrees to work and is not to receive premium pay.
- 68.04** Employees will have the choice of a half (½) hour paid lunch break, or two (2) fifteen (15) minute paid coffee breaks during their working day.
- 68.05** Employees will not be required to work beyond their regular shift or on their regular day(s) off unless no other employee will voluntary perform the work required. If necessary to work employees beyond their regular shift or on their regular day(s) off, the junior employee(s) will be forced to work.
- 68.06** When the part time employee is required to fill in for absenteeism of full time employees, (including sicknesses, vacations, bereavement leaves, union business, etc.). The part time employee will work the same shift as the absent employee.

ARTICLE 69 - CALL OUT AND OVERTIME

- 69.01** When personnel are called for duty after they have completed a normal day's work and left the normal place of employment, a call-out will be paid for at the rate of time and one-half from the time of the call until relieved from duty with a minimum four (4) hour guarantee.
- 69.02** Any hours in excess of the regular work week will be paid at overtime of time and one-half.
- 69.03** When an employee is required to work in excess of two (2) hours as a continuance of their regular day's work, they will be provided with a meal allowance often dollars (\$10.00), and should they be required to work for an additional four (4) hours, they will be provided with another meal allowance for each additional four (4) hour period worked.
- 69.04** When an employee is required to work overtime they will have a paid fifteen (15) minute break for every two (2) hours worked.
- 69.05** Employees who are required to work during a schedule lunch break will be paid at the prevailing overtime rate for time worked during the break or will be allowed to take the break at a later time during the course of their shift.
- 69.06** Whenever possible, the part time employee should be notified the night before when filling in for an absent employee.

ARTICLE 70 - CLOTHING AND ISSUE

- 70.01** (a) Every year, the Employer will supply all employees with two (2) pairs of pants and two (2) shirts. Every year, the Employer will supply all employees with one (1) winter parka and one (1) set of rain gear.

(b) Employees will be supplied with shop coats with cleaning provided not less than weekly.

70.02 The Employer will provide an allowance of \$130 to employees on an annual basis towards the purchase of safety boots/shoes. Safety boots/shoes must be worn.

ARTICLE 71 - RATES OF PAY AND CLASSIFICATIONS

71.01 Rates of Pay and Classifications:

Receiver's Office	Old	3%	3%	3%	3%	3%
	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010
Senior Receiver	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15
1st Class Receiver	\$18.18	\$18.73	\$19.29	\$19.87	\$20.47	\$21.08
2nd Class Receiver	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10	\$19.67
3rd Class Receiver	\$15.83	\$16.30	\$16.79	\$17.29	\$17.81	\$18.34

Note 1: Employees hired at a lower wage scale in any classification are to advance to the next scale after being employed for six (6) months and then to the next scale every (12) twelve months thereafter.

EXHIBIT A

GRIEVANCE FORM (BLANK)

DEPARTMENT _____

Date File _____ Date of Grievance _____

Employee's Name _____

Classification _____ Employee No. _____

Supervisor's Name _____ Title _____

Time of Violation _____

Details of Complaint, Article and Clause of Contract Violated:

Signed _____
(By Complainant)

Recommended Settlement:

Signed _____
(By Representative)

Employer Answer:

Signed _____

(Employer Representative)

Appendix "A"**NOVA SCOTIA LABOUR STANDARDS CODE, SECTION 59****PREGNANCY LEAVE AND
PARENTAL LEAVE****Pregnancy leave**

59 (1) A pregnant employee, who has been employed by her employer for at least one year, is entitled to an unpaid leave of absence of up to seventeen weeks upon

- (a) giving the employer notice of the date that she will begin the leave and the date she will return to work, as required by Section 59D; and
- (b) providing to the employer, where the employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.

Beginning of leave

(2) Pregnancy leave pursuant to this Section begins on such date, not sooner than sixteen weeks preceding the expected date of delivery, as the employee determines, and not later than the date of delivery.

End of leave

(3) Pregnancy leave pursuant to this Section ends on such date

- (a) not sooner than one week after the date of delivery; and
- (b) not later than seventeen weeks after the pregnancy leave began pursuant to this Section,

as determined by the employee. 1991, c. 14, s. 19.

Requirement by employer to take leave

59A (1) Notwithstanding Section 59, an employer may require a pregnant employee, who has been employed by the employer for at least one year, to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employees work is materially affected.

Human Rights Act

(2) For greater certainty, nothing in subsection (1) affects any protection provided to a pregnant employee, regardless of the length of employment, by the Human Rights Act. 1991, c. 14, s. 19.

Parental leave

59B (1) An employee, who **has** been employed by an employer for at least one year, and who becomes, before or after this Section comes into force, a parent of one or more children through

- (a) the birth of the child or children; or
- (b) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province,

is entitled to an unpaid leave of absence of **up** to seventeen weeks upon giving the employer notice of the date that the employee will begin the leave and the date that the employee will return to work, as required by Section 59D.

Beginning and end of leave after pregnancy leave

(2) Where an employee takes pregnancy leave pursuant to Section 59 and the employee's new-born child or children arrive in the employee's home during the pregnancy leave, parental leave pursuant to this Section

- (a) begins immediately upon completion of the pregnancy leave and without the employee returning to work; and
- (b) ends not later than seventeen weeks after the parental leave began pursuant to this Section, as determined by

the employee.

Beginning and end of leave otherwise

(3) Where subsection (2) does not apply, parental leave pursuant to this Section

- (a) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employees home; and
- (b) ends not later than seventeen weeks after the parental leave begins or fifty-two weeks after the child or children first arrive in the employees home, whichever is earlier, as determined by the employee. 1991, c. 14, s. 19.

Interruption of leave by hospitalization of child

59C (1) Notwithstanding Section 59B, where an employee has begun parental leave pursuant to that Section and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one week, the employee is entitled to return to and resume work in accordance with Section 59G and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the employer notice in accordance with Section 59D.

Limitation

(2) An employee is entitled pursuant to subsection (1) to only one interruption and deferral of each parental leave. 1991, c. 14, s. 19.

Notice

59D (1) An employee will give the employer four weeks notice of

- (a) the date the employee will begin pregnancy leave pursuant to Section 59 or parental leave pursuant to subsection (3) of Section 59B; and
- (b) the date the employee will return to work upon completion of the leave unless the employee will take the maximum leave to which the employee is entitled.

Amendment of notice

(2) Notice given pursuant to subsection (1) may be amended from time to time by the employee

- (a) by changing any date in the notice to an earlier date if the notice is amended at least four weeks before that earlier date;
- (b) by changing any date in the notice to a later date if the notice is amended at least four weeks before the original date; and
- (c) by adding the date that the employee will return to work if the notice is amended at least four weeks before the employee would have been required to return to work.

Short notice

(3) An employee will give the employer as much notice as reasonably practicable of

- (a) the date the employee will begin pregnancy leave pursuant to Section 59 where she is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from her pregnancy;
- (b) the delivery where the actual delivery occurs sooner than expected;
- (c) the first arrival of the child or children in the employees home where that arrival is not anticipated or occurs sooner than reasonably expected;
- (d) the return to work of the employee pursuant to Section 59C; and

- (e) the resumption of parental leave by the employee in accordance with Section 59C,

and subsection (1) does not apply.

Notice in writing

(4) Notice given pursuant to this Section will be put in writing where the employer *so* requests. 1991, c. 14, s. 19.

Proof of entitlement

59E (1) Upon the request of the employer, where an employee takes parental leave pursuant to Section 59B, interrupts and defers leave pursuant to Section 59C or gives notice pursuant to subsection (3) of Section 59D, the employee will provide such proof as is reasonably necessary to establish the entitlement of the employee pursuant to those provisions.

Certificate as proof

(2) The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof for the purpose of subsection (1) of the matters attested to in the certificate. 1991, c. 14, s. 19.

Maintenance of benefit plan

59F (1) For the periods of time specified in Sections 59, 59A, 59B and 59C, the employer will grant to the employee the option of maintaining a benefit plan in which the employee participated prior to the commencement of that period and will notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten days prior to the last day on which the option could be exercised to avoid an interruption in benefits.

Payment of cost

(2) Where the employee opts in writing to maintain the benefit plan referred to in subsection (1), the employee will enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employers share thereof, and the employer will process the documentation and payments as arranged.

Interpretation of subsection (2)

(3) Nothing in subsection (2) prevents an employer from contributing to the cost of a benefit plan referred to in subsection (1). 1991, c. 14, s. 19.

Resumption of work

59G (1) When an employee returns to work upon the expiry of a leave of absence taken pursuant to Section 59, 59A or 59B or returns to work pursuant to Section 59C, the employer will permit the employee to resume work

- (a) in the position held by the employee immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits; and
- (b) with no loss of seniority or benefits accrued to the commencement of the leave.

Suspension or discontinuance of operations

(2) Where the employers operations are or will be suspended or discontinued when the employee returns to work upon the expiry of a leave of absence taken pursuant to Sections 59, 59A or 59B or returns to work pursuant to Section 59C, subsection (1) of this Section does not apply and the employer will comply with Section 72 and, when the operation resumes, subsection (1) applies subject to the employers seniority system, if any.

Human Rights Act

(3) For greater certainty, nothing in this Section limits any protection provided to an employee by a collective agreement or other contract of employment or by the Human Rights Act. 1991, c. 14, s. 19.

Interpretation of Sections 59 to 59G

59H For greater certainty, nothing in Sections 59 to 59G limits any benefits to which an employee would otherwise be entitled. 1991, c. 14, s. 19.

Appendix "B"**CLOTHING POINTS
Conventional Transit Division**

Operators may obtain the following products using the point system.

The total points allocated September 1, 2006 - 855.

The total points available for use September 1, 2008 - 430. [2006]

4 Season Jacket	250
Burberry	150
3 Season Jacket	125
Raincoat	75
Pants	100
Shorts & 3 pr socks	100
Golf Shirt	50
Shirt	25
Tie	5
Sweater	75
Tunic	75
Ball Cap	10
Formal Hat	20

Appendix "C"**CLOTHING POINTS
Community Transit Division**

Operators may obtain the following products using the point system.

The total points allocated September 1, 2006 - 970.

The total points available for use September 1, 2008 - 485 [2006]

4 Season Jacket (union crested)	250
Burberry	150
3 Season Jacket (union crested)	125
Raincoat	75
Pants	100
Shorts & 3 pr socks	100
Golf Shirt	50
Shirt	25
Sweater (union crested)	75
Formal Hat	20
Ball Cap	10

Appendix "D"**CLOTHING POINTS**
Access-A-Bus Division

Operators may obtain the following products using the point system.

The total points allocated September 1, 2006 - 1130.

The total points available for use September 1, 2008 - 565. [2006]

4 Season Jacket	250
Burberry	150
3 Season Jacket	125
Raincoat	75
Pants	100
Shorts & 3 pr socks	100
Golf Shirt	50
Shirt	25
Tie	5
Sweater	75
Ball Cap	10

Appendix "E"**CLOTHING POINTS**
Access-A-Bus Dispatch & Scheduling Division

Operators may obtain the following products using the point system.

The total points allocated September 1, 2006 - 575.

The total points available for use September 1, 2008 - 300. [2006]

Pants	100
Shorts & 3 pr socks	100
Golf Shirt	50
Shirt	25
Sweater	75

Appendix "F"**CLOTHING POINTS
Ferry Service Division**

Employees may obtain the following products using the point system.
The total points allocated September 1, 2006 - 1160.
The total points available for use September 1, 2008 - 580. [2006]

4 Season Jacket (union crested)	250
Burberry	150
3 Season Jacket (union crested)	125
Raincoat	75
Pants	100
Shorts & 3 pr socks	100
Socks	5
Golf Shirt	50
Shirt	25
Tie	
Sweater (union crested)	75
Formal Hat	20
Ball Cap	10

Appendix "G"**CLOTHING POINTS**
Equipment Division

Employees may obtain the following products using the point system.
The total points available for use is 510.

Four Season Jacket	250
Parka	115
Insulated Vest	40
Light Weight Spring Jacket	25
Shirt (Short or Long Sleeves)	25
Pants, Jeans	25
Golf Shirt	25
Pants, Flat Front	40

DATED October _____, 2007

Letter of Understanding

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

It is understood by both parties that "Day Owing" requests for "off by permission" on Holidays, as identified in the Collective Agreement, will not be given any special consideration.

When honouring requests for "Off by Permission" on a Holiday, operator seniority will be the method used **to** determine who gets **off**.

Under exceptional circumstances, slips may be signed (pre-approved) by the appropriate supervisor and they will be honoured ahead of all others.

Peter Kelly, Mayor
Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date

DATED October _____, 2007

Memorandum of Agreement

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

The Employer and the Union agree that the seventy-five (75) cent per hour premium in clause 35.01 (note 3) shall include Operators that conduct charters where walk-on tour guides are used to provide commentary.

Peter Kelly, Mayor
Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date

DATED October _____, 2007

Memorandum of Agreement

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

The Employer and the Union agree that Operators who are on LTD at the time that the operator vacation pick is conducted will not be permitted to participate in the "Vacation Pick" and will only pick vacation entitlements upon their official return to work.

Should an operator return to work from LTD during the vacation year, they will be permitted to pick any vacation entitlements owing based on what they could have picked had they participated in the regular vacation pick.

Peter Kelly, Mayor
Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date

DATED October ____, 2007

Memorandum of Agreement

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

WHEREAS: the Employer and the Union wishes to have the Union Business Agent readily available for meetings; and

WHEREAS: the Employer wishes to eliminate the costs associated with replacing the Business Agent if the Business Agent is regularly engaged in operating a bus.

THE PARTIES AGREE AS FOLLOWS:

- 1) For the Period of four years, July 1, 2006 to July 1, 2010, the Employer will pay the Union Business Agent the rate for Bus Operators, as it changes from time to time, while the Business Agent carries out his functions as Business Agent. During this period, the Business Agent will remain an employee, but will not be required to perform the normal duties of an employee.
- 2) The Business Agent will be paid the hourly rate x 2080 hours per year
- 3) The Employer will pay the Business Agent any monies so requested by the Union, for which the Union will reimburse the Employer within 30 days of being invoiced. This amount will increase at the same rate as the Union wages.
- 4) The Business Agent will receive pension and group benefits on the basis of the **full** amount of #2 and #3 cumulatively, to the extent this is permitted within the HRM Pension Plan.
- 5) The Union will reimburse half of the Employer's group benefit and pension contributions payable on the amount in #3 within 30 days of being invoiced for these amounts.

- 6) The Business Agent will be entitled to vacation and sick leave in the amounts allowable under the HRM-ATU collective agreement in force at the time.
- 7) The Business Agent will be entitled to take vacation and statutory holidays according to the HRM Human Resources policies applicable to non-union employees. Accordingly, the Business Agent will not be entitled to cash in vacation or take statutory holidays on any other day than on the day on which they fall.
- 8) Provided that the Business Agent advises the General Manager of Transit by March 31st of each year for the ensuing 12 months, of (1) the Business Agent's proposed vacation days, and (2) their proposed union or transit business conference days, the Business Agent will not be considered to be on vacation for the said conference days or for the associated travel days to a maximum of two days. In the event that either the vacation days or the conference days are not provided in advance on the said March 31st for the ensuing twelve month period, then all conference days will be deemed to be vacation days. [2006]
- 9) When the Business Agent is on vacation, he will inform the Employer of who may represent the Union in his absence.
- 10) Unless the Business Agent is on vacation, he will be expected to meet with the Employer upon reasonable request. The Business Agent may not decline to meet due to obligations related to another ATU unit outside of HRM.
- 11) If the Business Agent is unable to meet the Employer within two working days (Monday to Friday), the Union will either only send one Union representative to the meeting, or will reimburse the Employer the reasonable costs of sending the second representative.
- 12) Article 2.08 of the Collective Agreement will not apply to the Business Agent.
- 13) The hours of negotiation attended by the Business Agent will be included in the 400 hours allocated to the Union under article 19.03 of the Collective Agreement.
- 14) This agreement will be renewed, unless either party notifies the other party by January 1, 2010, in writing, that the agreement will not be extended.
- 15) The Business Agent will not be entitled to a uniform issue during the period of this agreement.

Peter Kelly
Mayor, Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date

DATED October ____, 2007

Memorandum of Agreement

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

The purpose of this letter is to continue the use of the Four Day Work Week concept developed through the Operator Work Shift Review Task Force, until the successful negotiation of a new Collective Agreement.

Rules governing the picking of Ten (10) Hour shifts and the payment for work will be as follows:

1. Operators who wish to select Ten Hour Shifts in the picking process must do so for four (4) days per week. Operators who wish to select Eight Hour Shifts must do so for five (5) days per week. A combination of Eight (8) and Ten (10) Hours Shifts is not allowed.
2. Overtime rate is as per clause 65.01 (b).
3. It is understood that initially there will be forty (40) Ten (10) Hour Shifts for weekdays, twenty-eight (28) Ten (10) Hour Shifts for Sunday, and a minimum of thirty ~~six~~ (36) for Saturday, unless otherwise mutually agreed, through the Task Force.
4. Special consideration for the pay of an Operator who is on a full week's vacation during the week of a pick change, will be provided under the following conditions.

If, after the Operator has been allocated his full vacation wages for that week, there is a regularly scheduled work day(s) during the vacation week, then the Operator will be paid for that day(s) as if he were in attendance at work up to a maximum equivalent of his regular daily vacation pay.

5. The two parties agree to interpret Article 14.02 of the Collective Agreement as follows:

For the implementation of a day owing, the following will apply:

At the time of using a day owing, while on a four day work week, the employee will be paid Ten (10) Hours for that day.

At the time of using a day owing, while on a five day work week, the employee will be paid Eight (8) Hours for that day.

In the case of Spareboard Operator:

At the time of using a day owing, while on the Spareboard, the employee will be paid Eight (8) Hours for that day as per Article 14.02.

6. Any issues or disputes which arise in respect to the Ten (10) Hour Shifts, not addressed above, will be resolved by mutual agreement, through the Task Force.

Peter Kelly
Mayor, Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date



DATED October _____, 2007

Memorandum of Agreement

-between-

Halifax Regional Municipality
("The Employer")

-and-

Amalgamated Transit Union, Local 508
("The Union")

WHEREAS: The purpose of this letter of understanding is to address the uniqueness of extended bus service for New Years Eve and to set forth rules for a New Year's Eve service as well as the run cut for the November Pick for Conventional Operators, and

WHEREAS: It is understood that the extended bus service provided on New Year's Eve is unique in that the hours of operation are extended late into the evening and the service is operated at the request of agencies outside of Metro Transit, as a community service at no charge to the users, and is operated by volunteer staff.

The parties agree as follows:

1. Should the extended New Year's Eve service **be** terminated prior to the day commencement of the November Picking process, and the regular scheduled service for the day on which New Year's Eve falls be operated instead, the terms of this agreement are no longer in effect and the Collective Agreement will apply.
2. Rules governing the picking of New Year's Eve run cut shifts and the payment for work will be as follows:
 1. The New Years Eve service will form part of the pick process for Conventional Operators;
 2. All members of the Amalgamated Transit Union (all Departments and Divisions) Working assigned work will be paid at time and one half for all hours worked after 6:00 p.m.;
 3. Whereas the Spareboard receives overtime after 40 hours and not daily they will have their overtime start at 40 hours minus the number of hours worked after 6:00 p.m. New Year's Eve. (Example works 6 hours from 6 til 12 will have overtime start at 34 hours);
 4. Meal tickets will be paid to all employees working after 6:00 p.m. on New Year's Eve;
 5. Operators, who wish to select a shift which includes New Year's Eve, must also

select from the New Year's Eve run cut. Any remaining shifts not selected will be offered to Operators who volunteer to work New Year's Eve with all remaining shifts not selected being assigned to the spareboard;

6. Ten (10) hour shift Operators who pick eight (8) hour shifts from the New Year's Eve run cut will be paid the two (2) hour difference for the shift entitlement at straight time. Eight (8) hour shift Operators who pick a ten (10) hours shift from the New Year's Eve run cut will be paid overtime after eight (8) hours;
 7. Two notices will be posted by December 1st of each year. The first notice will inform Operators who would like to submit a request for "Off by Permission" to do so by December 15th. The second notice will solicit volunteer Operator's to work on New Year's Eve.
 8. On or about December 18th, a mini pick will be conducted with volunteers selecting, by seniority, from the shifts available of those Operators requesting "Off by Permission" for New Year's Eve. Request for "Off by Permission" for New Year's Eve received after December 15th will be honoured if additional volunteers are available;
 9. Any issue or disputes which arise to the New Year's eve run cut for Conventional Operators, not addressed in these rules, shall be resolved through the Pick Committee;
 10. All Operators who work beyond 6:00 p.m. shall be paid straight through from 6:00 p.m. to the completion of their shift;
 11. Transportation will be provided, if necessary, to Operators whose shift end after the employees coach departure time. (Only if the Operators shift started somewhere other than Ilsley).
3. Any dispute of this letter of understanding is to be resolved through the normal Grievance process. The parties recognize that this term to allow resolution of disputes through the grievance process is for the sole purpose of providing a mechanism for redressing problems which may arise in the implementation of this letter of understanding and that no reliance may be placed on this letter of understanding or the grievance process it includes for any other purpose.
 4. This letter of understanding is applicable to the extended service for New Year's Eve only,

Peter Kelly
Mayor, Halifax Regional Municipality

Date

Dan MacDonald
President and Business Agent

Date

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