

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local 1928, Halifax, Nova Scotia

AND

REGION OF QUEENS MUNICIPALITY

Liverpool, Nova Scotia

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AGREEMENT

THIS AGREEMENT made and entered into this day of January, 2025.

Jan February *P.L.* *[Signature]*

BETWEEN:

REGION OF QUEENS MUNICIPALITY, a body corporate of the Province of Nova Scotia hereinafter referred to as the "Region" of the first part.

and

LOCAL UNION NO. 1928 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, duly certified as Bargaining Agents for certain employees of the Region of Queens Municipality by the Labour Relations Board of the Province of Nova Scotia, hereinafter referred to as the "Union" of the second part.

WITNESSETH:

PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay and hours of work as well as provision for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either party alleges the Agreement has been violated.

Therefore, this agreement witnesseth that the Parties hereby agree one with the other as follows:

ARTICLE 1 - RECOGNITION

- (1) The Region and the Union recognize the Union as the collective bargaining agent for all full-time and regular part-time employees employed in the Engineering and Works Department of the Region of Queens Municipality, excluding the Director of Engineering and Works, Superintendent of Works, Assistant Director of Engineering and Works, Operations Foreman - Solid Waste, Solid Waste Management Clerk, Capital Works Foreman and other supervisory staff, office staff, substantially grant funded employees, seasonal students/workers, all other employees of the Region, and those employees excluded by paragraphs (a) and (b) of subsection 2 of section 2 of the Trade Union Act pursuant to an Order of the Labour Relations Board-dated September 13, 1996, which became effective April 1, 1996.

ARTICLE 2 - DEFINITIONS

(1) Words in this Agreement shall take their meanings from their context and from dictionaries of the Canadian language. except as follows

a. Regular Employee

A regular employee is one who is not classed as probationary or temporary.

b. Temporary Employee

A person hired for a specified job of limited duration not exceeding twelve (12) months. This limitation does not apply to people hired on projects funded by government grants.

c. Probationary Employee

One hired with a view of filling a regular position who, before being advanced to the status of a regular employee, must undergo a period of probation of up to six months duration, during which time their qualifications can be determined. If at the end of six months or before the end, the employee is judged to be unsatisfactory, their employment shall be terminated.

ARTICLE 3 - MANAGEMENT RIGHTS

(1) The Union acknowledges that it is the function of the Region subject to the terms and conditions of this Agreement, to hire, promote, demote, transfer employees and also the right of the Region to discipline or discharge or lay off any employee for just cause, provided that such action may be the subject of a grievance. and dealt with as provided elsewhere in this Agreement.

(2) The Region shall have the right from time to time to make or alter rules and regulations which in its discretion are deemed necessary for the safe, continuous and efficient operation of the public services entrusted to its care, provided that no rules or regulations shall be inconsistent with the terms of this Agreement.

(3) The Region shall have the right at any time to have the assistance of outside representation other than the Council and / or its solicitor.

(4) The Union agrees that any of the rights, powers or authority the employer had prior to the signing of this agreement are retained by the employer, except those specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4 - UNION RIGHTS

- (1) The Region recognizes and will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Region or any of its agents against any employees because of membership in the Union.
- (2) The Union shall have the right at any time to have the assistance of a representative of the international Brotherhood of Electrical Workers when dealing or negotiating with the Region.
- (3) The Region acknowledges the Union shall appoint an employee in the bargaining unit as shop steward to act as the official local spokesperson for the Union membership. The shop steward shall seek approval from the immediate supervisor to leave the workplace as necessary in their capacity and shall report immediately to the supervisor upon return to work. Such approval will not be unreasonably withheld. The Union shall appoint an assistant shop steward to act in the shop steward's absence.
- (4) The Region agrees with the Union that no action shall be taken during the term of this Agreement to contract out work presently being performed by members of the Union without prior notification to and consultation with the Union.
- (5) The Region agrees that an employee classed as foreman or supervisor shall not normally perform work of members of the bargaining unit. This section is to be interpreted so as to in no way prevent foremen or supervisors from using tools to instruct regular employees.
- (6) Each employee, upon request to the Region, shall be permitted to review their personnel file in the presence of a supervisor within two days of such request.

ARTICLE 5 - UNION SECURITY

- (1)
 - (a) All regular and probationary employees hired to fill a vacancy in a regular position covered by this Agreement shall, upon completion of thirty (30) consecutive calendar days of employment, become and remain members of Local 1928, International Brotherhood of Electrical Workers, as a condition of employment.
 - (b) As a condition of employment, one who is hired as a temporary employee will be required to pay the amount equivalent to union dues per month after such employee has completed one month of service and will not be required to join the Union.

- (2) The Region agrees to do the following when & new employee is hired who is covered by this Collective Agreement
 - (a) advise the employee of the provision of 1(a) and (b) above;
 - (b) provide the employee with a copy of the Collective Agreement: and
 - (c) provide an orientation program as established by the Region for the Engineering and Works Department employees.
- (3) The Region shall honour an employee's written assignment of wages to the Union, and shall make the deductions from the employee's wages on each pay and remit the same to the financial secretary of the Union, for such employees as have authorized the Region to do so, in accordance with the Nova Scotia Trade Union Act. The Region shall include a list from whom the deductions were made and the amount deducted.
- (4) The Union recognizes it is its responsibility to ensure all employees are familiar with the terms of this Collective Agreement and shall be granted the opportunity to review the same during regular working hours to a maximum of one hour which shall be carried out at the orientation session. If more than one employee is hired at a time, the review of the Collective Agreement shall be carried out with the group of employees and the assignment of wages shall be signed at this time.

ARTICLE 6 - GRIEVANCE PROCEDURE

- (1) The purpose of the grievance procedure is to resolve differences between the parties as to the interpretation, application, or administration of the Collective Agreement or where an allegation is made that the Agreement has been violated, including the interpretation or application of Plant Rules.
- (2) The Union will appoint or elect and the Region will recognize a Grievance Committee, consisting of not less than two (2), and not more than three (3) members.

The following is the method for dealing with grievances:

- STEP 1.** A grieved employee will take the matter up with their immediate supervisor within five (5) working days of the occurrence of the alleged violation, and the Employee may be accompanied by the Union Shop Steward. The immediate supervisor concerned will render their decision within three (3) working days.

- STEP 2.** Should there be no settlement in Step 1, the Grievance Committee will, within five (5) working days, take up the matter, in writing, with the department head who will give their decision, in writing, within five (5) working days.
- STEP 3.** Should there be no settlement at Step 2, the Grievance Committee may, within five (5) working days, take up the matter, in writing with the Chief Administrative Officer who will give their decision, in writing, within five (5) working days. The Chief Administrative Officer may ask for verbal clarification on the grievance from the Union and to discuss all issues relating to the grievance.
- STEP 4.** If the decision of the Chief Administrative Officer is not acceptable to the Union, the grievance shall be the subject of arbitration, but it is agreed that the Union shall notify the Chief Administrative Officer within ten (10) working days of their acceptance or rejection of the decision.

- (3) Time limits set out herein are mandatory unless written mutual agreement for extensions is agreed upon.

ARTICLE 7 - ARBITRATION-MEDIATION

- (1) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either Party may, after exhausting the grievance procedure provided herein, request that the matter be submitted to arbitration within the twenty (20) working days referred to in Step 4 of Article 6.
- (2) When either Party requests that a matter be submitted to arbitration, such a request will be made in writing to the other party of this Agreement and the notice shall contain the name of the First Party appointee to the Arbitration Board, and subject to be arbitrated.
- (3) The recipient of the notice shall appoint its appointee within five (5) working days of receipt of such notice.
- (4) If the two appointees fail to agree upon a third appointee as Chairperson within five (5) working days, the Minister of Labour for the Province of Nova Scotia will be asked to name an impartial Chairperson as expeditiously as possible.

- (5) The decision of the majority of the members of the Board will be final and binding, and in the absence of a majority decision, the decision of the Chairperson will be final and binding.
- (6) Each Party will be responsible for the expense of their own appointee and responsible also for an equal share of the fees and expenses, if any, incurred by the Chairperson.
- (7) An Arbitration Board shall not have the power or authority to add to, delete iron: amend, modify or render a decision inconsistent with the provisons of this Agreement.
- (8) The Arbitration Board has the power to reinstate a dismissed employee arid should it deem fit. direct the lost time be paid for.
- (9) Where the parties agree, a single arbitrator may be used instead of the arb1trat1ori provisions herein. In the event that the Parties agree to use a single arbitrato1 and cannot agree to the selection of the arbitrator, then the Employee shall be appointed by the Minister of Labour for the Province of Nova Scotia. All other provisions of the Article shall apply to a single arbitrator. The decision of the single arbitration shall be final and binding. Each party shall be responsible for an equal share of the fee and expenses of a single arbitrator.
- (10) Where the Parties agree, a mediation process may be used in order to resolve the issue of grievance prior to using the arbitration process as previously mentioned Either party still retains the right to the arbitration process if mediation is considered unsuccessful.

ARTICLE 8 – SENIORITY

- (1) Seniority rights are those rights accumulated by an employee during period of continuous service with the Region and during periods of absence as follows•

Seniority rights shall be maintained and accumulated during absence due to

- (a) Sickness if the Region is notified, for a period up to six (6) months. There will be no further accumulation of seniority after the six (6) months period until the employee returns to regular duties.
- (b) Leave of absence when granted in writing by the Region.
- (c) During lay-off of less than twelve (12) months.

(2) Seniority rights shall be lost by an employee and their employment will end if the Employee:

- (i) voluntarily terminates employment.
- (ii) is discharged (and the discharge is upheld).
- (iii) is laid off for more than twelve (12) months.
- (iv) retires.
- (v) is absent due to illness for a period of 24 months with no prognosis of ability to return to employment in the foreseeable future with or without accommodation.

(3) Seniority rights will not be in effect during the first six (6) months of a probationary employee's employment; during this period an employee will be on probation and may be discharged or laid off at the discretion of the Region. After having served this probationary period, the employee's seniority record will date from the time he started work as a probationary employee.

(4) Temporary employees shall not accrue any seniority rights. If a temporary employee of the Region successfully secures a regular position through a declared vacancy and competition according to Article 31, then that temporary employee's seniority shall be back-dated to the hire-date of their most recent period of continuous service.

(5) Selection of employees for promotion, demotion, or lay-off or because of a reduction in the number of employees, shall be based on skill, ability and experience to immediately perform the required functions of the work required in the job affected. Where employees affected possess relative equality in all the factors except seniority, then seniority shall be the deciding factor.

(6) All promotions shall carry a probationary period for up to six (6) months.

ARTICLE 9 - STAFF REDUCTION AND RECALL TO SERVICE

(1) Lay-off shall be done by classification according to the following:

An employee in a particular job classification who is laid off and who has more seniority than an employee in another classification, such employee may displace the more junior employee in the other classification, provided he has the skill, ability and experience to immediately perform the required functions of the work done by the less senior employee.

- (2) An employee whose position is abolished, or who is displaced shall be entitled to exercise their seniority within their seniority group displacing a junior employee if capable of performing the work.
- (3) A laid off employee shall be returned to work, assuming that their lay-off has not exceeded twelve (12) calendar months, in order of seniority, when staff is increased, or when a vacancy occurs if the Employee is capable of performing the work and has not been laid off for more than twelve (12) calendar months.
- (4) A laid off employee who fails to report for duty or to give satisfactory reason in writing for not doing so within five (5) working days from the date of notification shall forfeit their seniority rights; and their name shall be removed from the seniority list.
- (5) An employee who has completed one year of continuous service and who has not been laid off for more than one (1) calendar year, shall be given preference for filling new positions or vacancies assuming that (a) no other employee with one (1) year's continuous service has been laid off (b) the Employee is capable of performing all of the requirements of the position.
- (6) Nothing in the above shall be interpreted to allow a temporary employee to exercise seniority over a regular employee.
- (7) If there is a layoff or termination of temporary unionized employees due to a shortage of work, a minimum of one week's notice (7 calendar days), or at the discretion of the Region five (5) days' pay in lieu of notice, will be given to the affected employees as a notice of lay off.

ARTICLE 10 - VACATIONS

- (1) All regular employees, having completed one (1) year's service shall be granted fifteen (15) working days vacation with pay, and having completed five (5) years' service shall receive twenty (20) working days vacation with pay. After ten (10) years of service, all regular employees shall receive an additional day's vacation for every year of service to a total of twenty-five (25) vacation days. Employees shall become eligible for additional vacation days coinciding with their anniversary date for employment and if the employee decides not to take their additional vacation days during the current vacation year the Employee will be entitled to carry forward five (5) days of their accrued vacation to the following vacation year.

- (2) When a legal holiday occurs during a regular employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay, at such time as mutually agreeable between the Region and the employee.
- (3) Applicants shall be given preference in order of seniority and shall be given preference over other applicants. Vacation periods shall be subject to the decision of the supervisors responsible for vacation scheduling, but a vacation period shall not be unnecessarily withheld.
- (4) All regular employees while on vacation, shall receive from the Region the rate of pay for their classification; pay for vacation period shall be advanced to the employee before proceeding on vacation, if so requested, provided the employee notifies their immediate supervisor five (5) days in advance of commencement of vacation.
- (5) Approved vacation schedules shall be posted on or before the 30th day of June each year, showing the vacation days each employee is entitled to.
- (6) The period during which employees will be granted vacations shall be the calendar year. It is understood that except under the most unusual circumstances, all vacations shall start on a Monday and a maximum of five (5) vacation days may be broken down into periods of less than one week.
- (7) Temporary employees with a cumulative service credit of less than one year shall be entitled to a vacation allowance of four per cent (4%) according to the Labour Standards Code.

Note: Employees with vacation banks in excess of their annual allotment plus five (5) carried over vacation days on the date of ratification of this Collective Agreement must schedule and use those vacation days within one (1) year of the ratification otherwise the Employer will payout the days at the wage rate in effect the day prior to ratification.

ARTICLE 11-HOLIDAYS

- (1) All regular and probationary employees covered by this Agreement shall be granted the following holidays with pay providing they worked the previous working day and the working day following the holiday unless permission for absence has been granted by the supervisor:

New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day
1 Day Floating Holiday

Truth and Reconciliation Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day proclaimed as a holiday by the Provincial Government that applies to the Region.

Should any of the above holidays fall on Saturday or Sunday, the holiday shall be observed on the first working day following the holiday.

- (2) All temporary employees shall receive the above holiday benefits, providing they work the previous working day and the day following the holiday.
- (3) Notwithstanding paragraph (1) above, employees who work at the landfill site may be required to work on all holidays except Christmas Day and New Year's Day.

ARTICLE 12 - HOURS OF WORK

- (1) The normal hours of work shall be as follows:
 - (a) Public Works employees shall, at the Employer's discretion, work eight (8) hour days with a one-half hour unpaid break Monday through Friday; or work ten (10) hour days with a one-half hour unpaid break and at the Employer's discretion be scheduled to work either Monday through Thursday or Tuesday through Friday.
 - (b) Solid Waste Facility employees shall work five (5), eight (8) hour days at the regular rate of pay with one half hour unpaid break in the period Monday to Saturday, with Sunday and one other day off during the week as scheduled by Management, but Employees will not be scheduled to work two consecutive Saturdays. The hours of work will be from 8:00 am to 4:30 p.m. for Monday through Friday and 7:00 a.m. to 3:30 p.m. on Saturday. In no case will all employees be permitted to take their meal break at the same time. Every effort will be made to provide lunch breaks at the Solid Waste Facility as close to 12:00 noon as possible. If employees are unable to get their lunch break at the Solid Waste Facility they will be compensated one (1) extra hour per day at straight time.

- (c) Utility Operators shall work five (5), eight (8) hour days in a week and shall follow a schedule to provide staffing seven days per week, normally 8:00 a.m. to 4:30 p.m. The schedule will be posted four weeks in advance.
 - (d) The regular hours of work as stated in 1(a) and 1(b) above may be changed by mutual agreement by the Union Business Manager or designee and the Region.
- (2)
- (a) Because of special circumstances, given the nature of the public services provided by the Region, certain employees may be required to work a shift schedule inconsistent with Article 12(1) (a) and 12 (1) (b) above.
 - (b) These shifts will consist of eight (8) hours per day with a one half (1/2) hour break midway through each eight (8) hour shift or ten (10) hour shift. During these shifts the intent of Article 16 shall apply.
 - (c) It is agreed when these shift schedules are in effect, the employee(s) will not be paid less than forty (40) hours at the Employee's regular rate of pay during the calendar week(s) in question.
 - (d) Employees working a shift other than in Article 12 (1) (a)(b)&(c) shall receive an additional fifty cents (\$.50) per hour above their classification for all hours worked

ARTICLE 13 – OVERTIME

- (1) Time worked by employees, in excess of eight (8) hours per or ten(10) hours per day, before or after the regularly assigned hours of duty, shall be considered as overtime and shall be paid for at one and one half (1½) times the regular rate until 12:00 midnight with a minimum of one half (½) hour break. Employees required to report early must be given notice by quitting time the day before.
- (2) Where an employee is required to work through the regular mid-shift break, the employee shall be paid at the applicable overtime rate for all hours worked from the start of the scheduled break until the break is taken.
- (3) All permanent and probationary hourly employees called upon to work on any holiday as defined in this Agreement will be compensated for all time worked at double times the regular hourly rate in addition to the regular day's pay allowed for the holiday. This provision shall also apply to all temporary employees who worked a period of six (6) months or more in the previous calendar year.

- (4) Employees required to work on their regularly scheduled day off shall be paid at one and one-half (1½) times the regular rate. Employees required to work on Sundays or between the hours of 12:00 midnight and 8:00 a.m. on normal working days shall be paid at double the regular rate.
- (5) All regular employees may, upon request to their supervisor, have a maximum of eighty (80) hours regular pay held as unpaid overtime. Similarly, temporary employees who have accumulated one (1) year of continuous or non-continuous service (provided there was no break in service longer than six (6) months) with the Region may upon request to their supervisor, have a maximum of eighty (80) hours regular pay held as unpaid overtime. Upon request from the employee, their supervisor may allow time off in lieu of this unpaid lieu time at a period when the workload will not be seriously affected and suitable to that employee.
- (6) Regular employees will be offered overtime before calling out part-time and casual employees provided the regular employee has the required skill and ability to perform the work.

ARTICLE 14 - CALL OUT

- (1) The placing of call-outs is a Region function and responsibility. Because call-outs are only made under unusual circumstances, it is agreed that refusal to accept a call-out without a bona fide reason, is contrary to the intent of this clause. Employees shall ensure the Supervisor is provided with an up-to-date phone number. Employees will make every reasonable effort to be available to respond to call out requests. Employees will immediately advise the supervisor calling of their expected arrival time at the job site, at which time the supervisor may choose to place a call to an alternate employee.
- (2) Employees ordered out to work before or after the regular working day shall be paid the minimum of four (4) hours pay at the employee's regular hourly rate, whether or not the employee is required to perform duties.
- (3) In the event the employee is required to perform duties, overtime rates shall apply for the actual time worked, but in no event shall an employee receive less than the amount specified as call-out pay.
- (4) Call-out pursuant to Article 14(2) shall be apportioned as equally as possible in the classification required to perform the duties specified.

(5) Pay for emergency overtime shall be continuous from the time the employee reports for call-out to the time when the employee involved is relieved of call-out duties.

(6) Relieved of call-out duties as per (5) above shall mean:

A one half ($\frac{1}{2}$) hour break, paid at the prevailing rate plus a meal provided by the Region when the relief occurs during the regular scheduled hours of work.

ARTICLE 15 - MEAL ALLOWANCE

(1) Employees required to work overtime of one (1) hour or more continuous with the normal work day, shall be provided with a meal and shall be entitled to further similar meals at four (4) hour intervals.

(2) When a meal is not readily available due to eating establishments not being open, a meal allowance of fifteen dollars (\$15.00) shall be provided in lieu of the missed meal(s). If agreed to between the employee and the Region, the meal allowance contained herein may be provided in lieu of providing a meal.

(3) These provisions shall also apply to those called out who are required to work in excess of four (4) hours.

(4) The employees shall be allowed a one-half ($\frac{1}{2}$) hour break at the prevailing rate while eating the meal provided as per (1) and (3) above or paid one-half($\frac{1}{2}$) hour at the prevailing rate in addition to the meal allowance as per (2) above.

(5) When an employee is required to travel to a work location which does not allow the employee to return to the current works garage location or base of operation during the normal mid-day lunch break and advance notice is given by 4:30 p.m. the previous day, the employee is required to provide their own meal. The employee in such circumstances shall normally break from 12:00 p.m. to 12:30 p.m. and shall end the normal workday at 4:30 p.m. When the employee has not been given advance notice or has to travel outside of the Region of Queens Municipality or Lunenburg County, the employee will be provided with a meal.

(6) If an employee decides not to take the provided meal during or upon completion of the shift, any entitlement under this Article (1), (3) and (5) lapses.

ARTICLE 16 - BREAK PERIOD

- (1) Employees shall be granted five (5) minutes clean-up time before lunch and before quitting time and a ten (10) minute break at two (2) hours and six (6) hours into the regular shift. Employees shall stay on the job site during breaks except with permission of the immediate supervisor.

ARTICLE 17 - SAFETY

- (1) The Region and Union acknowledge the obligation to comply with the Region's Policy - Joint Occupational Health and Safety, as amended from time to time, together with the Nova Scotia Occupational Health and Safety Program as well as any other relevant legislation.

ARTICLE 18 - STRIKE OR LOCKOUTS

- (1) It is hereby agreed there shall be no strikes, work stoppages, picketing, or any other interruptions of normal work by the employees covered by this Agreement and/or the Union during the term of this agreement and it is agreed there shall be no lockouts by the Region during the life of this Agreement.

ARTICLE 19 - BEREAVEMENT ALLOWANCE

- (1) In the event of a death in their immediate family, (spouse - including unmarried partner, child, mother, father or step child), employees shall be granted, upon request, a leave of absence with pay not exceeding five (5) working days, which leave may be taken immediately following the death or after the burial to allow the employee to attend to matters related to the death, with time off to run continuous.
- (2) (a) In the event of a death of a brother, sister, grandparents, mother-in-law, father-in-law or other relative living in the employee's household¹, employees shall be granted, upon request, a leave of absence with pay from the day of the death to the day of burial, not exceeding four (4) working days, with time off to run continuous.
(b) In the event of a death of a brother-in-law or sister-in-law employees shall be granted, upon request, a paid leave of absence for one day.
- (3) In the event of a death of a fellow employee, grand parent-in-law and/or retiree, the employees covered by this agreement may be granted, if requested, four (4) hours paid leave to attend the funeral provided that continuity of service provided by the Region or safety will permit.

- (4) Employees who are eligible for bereavement leave are required to ensure that their immediate supervisor or the Director of Engineering and Works has been notified of their leave requirement as soon as possible.
- (5) Where an employee requires additional leave of absence after the burial to allow the employee to attend to matters related to the death, the employee may be granted, upon request, paid leave accumulated under Article 13 (5) or vacation entitlement.

ARTICLE 20 - PAY FOR JURY DUTY

- (1) An employee who serves as a juror or who is subpoenaed as a witness shall be paid their regular pay for a maximum of five (5) days per week with the understanding that:
 - (a) the employee must work as scheduled when not required for actual Jury duty as a witness,
 - (b) the employee shall endorse and turn over to the Region money received for serving as a juror or as a subpoenaed witness.

ARTICLE 21 - SICK LEAVE

- (1)
 - (a) Regular employees under this agreement, shall be entitled to a credit of eighteen (18) days of sick leave at the beginning of each calendar year. In order to qualify, an employee may be required to provide supporting medical documentation to the satisfaction of the Region.
 - (b) Employees who have used all of their sick leave and are in the process of applying for Employment Insurance sick leave benefits will be paid all of their unpaid overtime under Article 13 (5), in their final week of sick benefits.
 - (c) Employees on Employment Insurance sick leave benefits shall be eligible to continue to participate in the group insurance plan and pension plan with the employer contributing 50% of the cost.
 - (d) An employee who commences employment with the Region during the calendar year shall earn a sick leave entitlement at a rate of one and one-half (1½) days per month until December 31st of that year.
 - (e) An employee who ceases employment with the Region during the calendar year shall be deemed to have earned a sick leave entitlement at a rate of one and one-half (1½) days per month and shall be required to reimburse the Region for sick leave credits utilized but unearned. Temporary employees who worked six (6)

months or more in the previous calendar year shall be entitled to one and one-half (1½) days per month for time worked until December 31st of that year.

(2)

(a) Where an employee anticipates absence from employment due to illness for a period longer than two (2) weeks, the employee shall advise the Region and the Region may grant the employee sick leave and issue an ROE for that purpose. An absence due to illness pursuant to this clause is not a "layoff" and accordingly Article 9 does not apply.

(b) At three (3) month intervals and for a maximum of twenty-four (24) months during the absence, the employee shall obtain a certificate from a qualified medical practitioner outlining the potential of returning to their regular position and capable of performing all of the requirements of that position with an estimated time of return to work. Should said opinion render the employee unable to return to work in their previous job capacity, the employee shall no longer be eligible for recall to service.

(3) Any sick leave entitlement accumulated by an employee prior to August 1, 1990, shall be retained by the employee and may be utilized at the employee's discretion to delay a lay-off under Clause 2 above, or apportioned to the annual sick leave credit in any year or years.

(4) All unused sick benefits shall be cancelled on termination of employment.

(5)

(a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave may be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the employee satisfies the employer of their condition in the manner determined by the employer and provided that the employee has sufficient sick leave credits.

(b) For employees injured on duty and covered by Workers Compensation benefits the employee shall be entitled to use sick leave credits for the first two (2) days if not covered by Workers Compensation Benefits.

(6) An employee may request immediate paid leave to a maximum of five (5) days to deal with a family (spouse or child) emergency or illness requiring the employee to be absent from work provided their credits of lieu time and vacation time have been exhausted. The time used for this leave shall be deducted from the employee's next available entitlement of vacation time and/or lieu time. If for any reason the employee

is terminated prior to repayment of said leave, such sum shall become payable immediately and shall be deducted from the employee's final pay.

- (7) It is recognized that the Region the Union. and the affected employee(s) have a duty. subject to bona fide occupational requirements. To cooperatively and reasonably accommodate to the point of undue hardship disabled employees as required under Nova Scotia law. An employee seeking an accommodation must request the same in writing by:
- (a) identifying the condition allegedly requiring accommodation with meaningful specificity and verified by supporting medical documentation to their satisfaction of the Region;
 - (b) identifying, with supporting medical documentation to the satisfaction of the Region, appropriate measures which would achieve the accommodation and
 - (c) identifying the anticipated duration of the same.

If the Union or the affected employee(s) refuses to cooperate with respect to our accommodation, there will be no duty by the Region to make or pursue our accommodation.

ARTICLE 22 HEALTH AND WELFARE

- (1) Regular Full-time employees must participate in the Nova Scotia Public Service Superannuation Plan in accordance with the plan eligibility and contribution requirements.
- (2) A copy of the Pension Plan and an annual individualized pension information and projection statement shall be made available to all employees covered by the Pension Plan. Upon request, the Chief Administrative Officer will convene a meeting with Union Representatives to review the Pension Plan and/or the annual statements.
- (3) The Region shall pay one-half (½) the cost of the Group Insurance Plan for all permanent employees covered by this Agreement and the Region agrees that it will not amend this plan so as to reduce the benefits presently available under the plan.
- (4) Regular employees collecting benefits under the Long Term Disability (LTD) Plan. who were covered by the Group Medical Plan at the time of illness or injury, shall continue to be eligible for group medical coverage to age sixty-five (65) years. The employer shall contribute fifty percent (50%) of the premium for group medical coverage, provided however, if the employees net compensation on the LTD plan is greater than net regular pay, the employer's portion shall be reduced until the net compensation on the LTD plan is equalized with net regular pay.

- (5) Employees taking an unreduced early retirement pension will have the option to remain in the group medical plan up to age sixty-five (65) with the employee paying 100% of the premium.

ARTICLE 23 - INJURED ON DUTY

- (1) The Region will pay to regular employees and those temporary employees who at the time of such payment have worked at least six (6) continuous months or more for the Region, who are injured on duty, the difference between their regular pay and monies received from the Workers' Compensation Board for the period covered by such monies paid by the Board, up to a maximum of three (3) months from the date of the first payment by the Board, or for such longer period as the Region may decide, the timing of such payment by the Region to be as agreed between the Region and the affected employee(s).

ARTICLE 24 - TEMPORARY TRANSFER

- (1) Any employee covered by this Agreement who is temporarily assigned to any occupation or duties of a higher classification than their regular duties shall be compensated, therefore, at the rate appropriate to the higher classification for the duration of each assignment.

ARTICLE 25 - PAY PERIODS

- (1) The Region's payroll shall be prepared every second week with a maximum hold back of five (5) days and shall be paid not later than 12:00 noon on Thursday of said week. All employees are required to remain at work until conclusion of the regular working day.
- (2) In the event that a payday falls on a Holiday, payday shall be the preceding working day.
- (3) On the first pay week of each month, each employee shall receive a statement of their personal credits in the following: unpaid overtime, vacation credits and sick leave.

ARTICLE 26 - INCLEMENT WEATHER

- (1) When, in the opinion of the supervisor, the weather is unsuitable for outside work and no emergency exists, employees covered by the Agreement shall work under shelter at such employment in connection with the Region's business as may be available within their Department.

ARTICLE 27 - CLOTHING AND TOOLS

- (1) The Region will provide water resistant suits and safety hats and safety equipment where necessary for those of its employees engaged in emergency or special work.
- (2) Special tools, equipment and clothing will be supplied to employees where required on an exchange basis when approved by the Region, except safety boots.
- (3) As a condition of employment, protective footwear which meets or exceeds their specifications set out by the Region shall be worn by all employees which are covered by this Agreement.
- (4) The Region agrees to provide one (1) pair of safety boots or shoes per year (no later than April 30th) for each regular employee. The Region further agrees to solicit quotations for footwear which meets or exceeds the specifications noted in 27(3) above.
- (5) The Region shall replace any protective footwear which is damaged in an on-job accident requiring a full written report.

ARTICLE 28 - WAGE RATES

- (1) An employee will be paid their classified rate while working for the Region with the understanding that they may be required to perform any or all function of another classification. If the other classification has the same or a lower rate of pay than the employee's classified job, then the employee will receive their own rate of pay.
- (2) Any employee who is required to work on a higher rated occupation shall receive the higher rate.

(3) Wages

Classification	Current March 31, 2023	Wage Adjustment April 1, 2024	2.5% April 1, 2025	2.5% April 1, 2026
Utility Operator IV	N/A	\$33.60	\$34.44	\$35.60
Utility Operator III	\$27.53	\$31.53	\$32.32	\$33.13
Utility Operator II	N/A	\$29.46	\$30.20	\$30.95
Utility Operator I	\$23.39	\$27.39	\$28.07	\$28.78
Red Seal Technician	\$27.53	\$31.53	\$32.32	\$33.13
Skilled Labourer	\$23.39	\$27.39	\$28.07	\$28.78
Labourer	\$21.92	\$25.92	\$26.57	\$27.23
Heavy Equipment Operator III	\$23.39	\$28.13	\$28.83	\$29.55
Heavy Equipment Operator II	\$23.39	\$27.39	\$28.07	\$28.78
Heavy Equipment Operator I	\$22.66	\$26.66	\$27.33	\$28.01
Solid Waste Operator	\$22.66	\$26.66	\$27.33	\$28.01
Soldi Waste Labourer	\$17.46	\$22.08	\$22.63	\$23.20

(4)

(a) Driver's License

Employees who must operate Region vehicles will be reimbursed for the cost of any medical requirements or examinations and allowed time during normal working hours to obtain the medical documents and examinations so required.

(b) Loss of Driver's License

Employees who are required to hold a valid driver's license, and who lose their license for a period of less than twelve (12) months, are eligible for temporary reclassification until their license is reinstated. Consideration for reclassification will only occur on the Employee's first instance of license loss. The reclassification shall be conditional upon the availability of work for which the employee is qualified, however, the employer will make every reasonable effort to reassign the employee. However, decisions by Management for re-classification shall take into account the circumstances relating to the event causing the loss of license. Article 24 does not apply to this clause.

(5) The rate and conditions for any new classification within the scope of this Agreement created or established during the life of this agreement will be negotiated with the Union within thirty (30) days of such establishment and shall be reduced to writing, be appended and become part of this Agreement.

(6) Lead Hand

- (a) Where groups are arranged of more than three (3) but less than seven (7) persons to work on highly interdependent tasks by the Employer, the supervisor may appoint a lead hand for that workgroup(s).
- (b) The lead hand will be responsible for executing the prepared work plan by guiding employees, recording information as required and reporting to the supervisor as necessary.
- (c) The lead hand will receive an hourly wage increase.
- (d) Appointment will be at the discretion of the supervisor based on employee skill set and task, not necessarily seniority or classification.
- (e) Employees will have the option to accept or decline the lead hand responsibilities.
- (f) Employees accepting lead hand responsibilities will receive a \$2.00 premium on top of their hourly rate.

ARTICLE 29 - TRAINING

- (1) All employees will be provided with opportunities for training subject to needs and budget limitations.
- (2) Regular employees approved for training shall be paid a maximum of eight (8) hours at their classification rate of pay per day in order to maintain wages, with travel, reasonable meals and accommodations provided by the Region within budget limitations.
- (3) All regular employees who show a desire and competency shall be allowed to periodically train on the different pieces of equipment, as time permits, under direct supervision of a qualified operator or supervisor. Employees willing to train or teach during non-scheduled work time on a voluntary basis in order to enhance their own abilities, shall be encouraged by the parties to this Agreement to do so.

ARTICLE 30 - PLANT RULES

- (1) All employees are required to note carefully that the following are considered breaches of plant rules and offenders may be subject to discipline which may include dismissal. The Region agrees that such discipline may be made the subject of a grievance commencing at Step 2 of the grievance procedures contained herein. Disciplinary grievances may be settled, through the grievance and arbitration procedures contained herein, by confirming the Region's actions in disciplining the employee, or by arrangement including reinstatement of the employee with full or partial

compensation for lost time, or by any other arrangement which the parties or an arbitration board considers just and equitable.

- (a) Practical jokes endangering life or property.
- (b) Sleeping while on duty.
- (c) Striking, fighting with, or threatening another person.
- (d) Willful damage or destruction of plant equipment or any Region property.
- (e) Any employee found possessing or under the influence of alcohol or legal or illegal drugs during working hours.
- (f) Any employee who engages in remunerative work of a class or kind which is unique to, or affecting services normally performed on behalf of the Region normally performs during working hours.
- (g) Theft of plant equipment, equipment stored on Region property, or employees' tools or equipment.
- (h) Insubordination.
- (i) Failure to report to work without a *bona fide* reason. Except in the most unusual circumstances, the employee must notify either their immediate supervisor or the Region Office, one (1) hour before the commencement of their normal work day, and no later than two (2) hours after the commencement of their work day.

ARTICLE 31 - JOB VACANCY POSTINGS

- (1) The Region agrees to post notices of all job vacancies within the scope of this Agreement. These notices shall be numbered and include classification and rate of pay. Such jobs shall be advertised for a period of five (5) working days and every effort will be made to fill job vacancies from the existing work force.

ARTICLE 32 - REGION POLICIES

- (1) Employees covered by this agreement are subject to and must adhere to the Regions Policies including Sexual Harassment, Violence in the Workplace and Impairment and Use of Cannabis, as amended from time to time. All employees shall be provided with a copy of these policies and familiarized with them.

ARTICLE 33 - TERM OF AGREEMENT

- (1) This Agreement shall be binding on both parties from April 1, 2024 to March 31, 2027 and thereafter shall continue in force from year to year unless notice in writing is given sixty (60) days prior to the 31st day of March 2027, or any year thereafter, by either party to the other of a desire to negotiate a new working agreement or amend the existing agreement. Upon receipt of such notice, negotiations to conclude an agreement shall commence within twenty (20) days following such notice or such time as mutually agreed to by the parties.

ARTICLE 34 - RETROACTIVITY

- (1) The direct wage increase only shall be retroactive to April 1, 2024. Such retroactivity shall only apply to employees who continue to maintain an ongoing relationship with the Region of Queens on the date of ratification. All other terms of this agreement shall be effective on the calendar day following the date of ratification unless otherwise stipulated.

ARTICLE 35 - DESCRIPTION OF CLASSIFICATIONS

These classifications are provided for general guidance only and do not preclude other duties as assigned by the Region.

Utility Operator IV

Individual possessing two or more NSE certificates in Wastewater Treatment III, Wastewater Collection III, Water Treatment III, Water Distribution III.

Utility Operator III

Individual possessing two Level II NSE certificates, one of which is in Wastewater Treatment II or Water Treatment II and one or more Level 1 certificates.

Utility Operator II

Individual possessing minimum two NSE certificates, one in Wastewater Treatment II or Water Treatment II, and one Level 1 certificate.

Utility Operator I

NSE certificate in Wastewater Treatment I, Wastewater Collection I, Water Treatment I, Water Distribution I or Individual possessing OIT working toward a NSE certificate which must be achieved within one year of the OIT. OIT will receive 90 percent of the Utility Operator I rate.

Red Seal Tradesperson

Individual possessing 1 or more Red Seal Certified trade certificate(s).

Skilled Labourer

Individual capable of performing skilled trade work but lacking Red Seal certification while demonstrating the ability to mentor employees working in tasks normally assigned to Labourer.

Labourer

Operates power saws, lawnmowers and similar small equipment and provides labour support when necessary; plus operates equipment requiring a Class 5 Nova Scotia Driver's License.

Heavy Equipment Operator III

Includes operating excavator in confined work areas (including but not limited to areas where there is a risk of contact between equipment and non-construction related property) and/or equipment requiring Class 1 Nova Scotia Driver's License.

Heavy Equipment Operator II

Includes operating loaders, backhoe, excavator, bulldozer, and other equipment requiring a Class 3 Nova Scotia Driver's License. Includes operating under Nova Scotia Condition 15 Endorsement.

Heavy Equipment Operator I

Includes operating equipment with a GVWR above 4500kg but does not require a Class 3 Nova Scotia Driver's License. Includes operating under Nova Scotia Condition 15 Endorsement.

Solid Waste Facility Operator

Assists in carrying out the operations of the Solid Waste Facility in accordance with the approved operations manual. Assists in the general operations of all other aspects of the Queens Solid Waste Management Facility as required.

Solid Waste Facility Labourer

Assists in carrying out the operations of the Solid Waste Facility in accordance with the approved operations manual. Generally, assists in the overall operation of the Materials Recycling Facility

DATED at Liverpool Nova Scotia this 5 day of February 2025

On behalf of the
Region of Queens Municipality

[Redacted signature area]

Scott Christian, Mayor

[Redacted signature area]

Pam Lovelace, Municipal Clerk

On behalf of the
**International Brotherhood of
Electrical Workers, Local 1928**

[Redacted signature area]

Business Manager, Jim Sponagle

[Redacted signature area]

Shop Steward, Chris Wamboldt

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